

**Notice of Public Hearing
City of Chesterfield
Board of Adjustment**

NOTICE IS HEREBY GIVEN that the Board of Adjustment of the City of Chesterfield will hold a Public Hearing on Thursday, February 7, 2008 at 7:00 p.m. in the City Council Chambers at the City of Chesterfield City Hall, 690 Chesterfield Parkway West, Chesterfield, Missouri, 63017

The Board will consider the following:

B.A. 01-2008 18301 Wildhorse Creek Road (Elizabeth Freeman): An appeal of an administrative determination to issue approval to construct an 80 ft. disguised antenna support structure on a 1.47-acre "NU" Non-Urban District-zoned parcel at 18301 Wilson Road, under the criteria set forth in City of Chesterfield Ordinance 1214 (Section 1003.167.19 of the City of Chesterfield Zoning Ordinance). (19W510095)

All interested parties are invited to appear and be heard at the hearing.

Copies of the request are available for review at the City Government Center Monday through Friday, from 8:30 a.m. to 4:30 p.m. If you should need additional information about this project, please contact Annissa McCaskill-Clay, Assistant Director of Planning by telephone at 636-537-4737 or by email at amccaskill@chesterfield.mo.us

City of Chesterfield

Annissa McCaskill-Clay, AICP
Assistant Director of Planning.



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690 Chesterfield Pkwy W • Chesterfield MO 63017-0760
Phone: 636-537-4000 • Fax 636-537-4798 • www.chesterfield.mo.us

January 16, 2007

Board of Adjustment
City of Chesterfield
690 Chesterfield Parkway West
Chesterfield, MO 63017

Re: **B.A. 01-2008 18301 Wildhorse Creek Road (Elizabeth Freeman)**: An appeal of an administrative determination to issue approval to construct an 80 ft. disguised antenna support structure on a 1.47-acre "NU" Non-Urban District-zoned parcel at 18301 Wilson Road, under the criteria set forth in City of Chesterfield Ordinance 1214 (Section 1003.167.19 of the City of Chesterfield Zoning Ordinance). (19W510095)

Dear Board Members:

Elizabeth Freeman is appealing an administrative determination to issue a municipal zoning approval for an 80ft. disguised antenna support structure at 18301 Wildhorse Creek Road. In review of the petitioner's request, the Department of Planning submits the following report:

Background of site

1. The subject property is owned by Robert and Ellen Disch, with a contract to purchase by Chris Puricelli.
2. It is a 1.47 acre parcel, which is zoned "NU" Non-Urban District.
3. On August 31, 2007, St. Charles Tower submitted an Application for Administrative Approval for placement of a disguised antenna support structure in the form of a faux evergreen tree. Staff reviewed said application and returned a comment letter to the applicants addressing deficiencies with their submittal on September 12, 2007.
4. Additional materials, as outlined in staff's September 12, 2007 correspondence was forwarded by St. Charles County on September 27, 2007.

5. A second plan submittal was forwarded via electronic mail by St. Charles Tower on October 3, 2007. Staff reviewed this submittal and forwarded a comment letter to the applicants on October 12, 2007.
6. On November 14, 2007 the City of Chesterfield granted an application for administrative approval for placement of a disguised antenna support structure in the form of a faux evergreen tree. Staff reviewed the materials submitted by the applicant, visited the site, reviewed the City's ordinance, reviewed a previous application for a tower next to the site. Staff and the Director of Planning believe the application was complete and that the site and tower selected met the requirements of the City's Cell Tower Ordinances. On November 14, 2007 the City of Chesterfield granted an application for administrative approval for placement of a disguised antenna support structure in the form of a faux evergreen tree.
7. City of Chesterfield Ordinance 1214 (Section 1003.167.19 of the City of Chesterfield Zoning Ordinance) permits administrative approval of disguised antenna support structures one hundred (100) feet in height or less in certain districts, including the "NU" Non-Urban District. Disguised antenna support structures over one hundred (100) feet require a Conditional Use Permit.
8. The administrative approval process does not require notification of adjacent properties/subdivisions or a public hearing.
9. The Petitioner is a resident of the neighboring subdivision, Wildhorse Creek Forest, and is appealing the City's issuance of the City's issuance of approval of the disguised structure.

Action is requested on B.A. 01-2008 18301 Wild Horse Creek Road (Elizabeth Freeman)

Respectfully Submitted,



Annissa G. McCaskill-Clay, AICP
Assistant Director of Planning

Exhibits:

1. City of Chesterfield Zoning Ordinance (not in packet)
2. Notice of Publication.
3. Affidavit of Publication (not in packet)

4. Staff Report
5. Petitioner's Application
 - A. Application to Board of Adjustment
 - B. H. Edwards letter
 - C. Petitioner's Exhibit from B.A. 2-2007
 - D. Peetz letter
 - E. Petition
6. City of Chesterfield Ordinance 1214
7. St. Charles Tower First Submittal
 - A. Application (with November approval signature)
 - B. Plans
 - C. Inventory
8. Staff Comment letter to First Submittal
9. Area Maps received late September
10. Inventory received late September
11. Contract for Sale received late September
12. St. Charles Tower Second Submittal
 - A. Plans
13. Staff Comment letter to Second Submittal
14. St. Charles Tower Final Submittal with Approval Stamp



APPLICATION TO THE BOARD OF ADJUSTMENT FOR A VARIANCE

The Board of Adjustment is a local body consisting of volunteers appointed by the Mayor. Its responsibility is to hear appeals from decisions of the City of Chesterfield Department of Planning and to consider requests for variances and exceptions. A variance is an approved departure from the provisions of the zoning requirements for a specific parcel, without changing the zoning ordinance underlying zoning of the parcel. A variance usually is granted only upon demonstration of hardship based on the peculiarity of the property in relation to other properties in the same zone district. For questions about this application, please contact the "Planner of the Day" at 636-537-4733. For information about this and other projects under review by the Department of Planning, please visit "Planning Projects" at www.Chesterfield.mo.us.

Check (✓) the type of variance for which you are applying:

- Area (bulk) variance: A request to allow deviation from the dimensional (i.e. height, bulk yard) requirements of a zoning district.
- Appeal of an Administrative determination

Note: A \$70 fee applies

Please note areas in gray will be completed by the Department of Planning.

STATE OF MISSOURI)	BOA NUMBER	01-2008
)	HEARING DATE	13 08
CITY OF CHESTERFIELD)		2.7.08

Petition for Appeal from Zoning Regulations

APPLICANT INFORMATION

Owner(s) of record of the hereinafter described property according to St. Louis County Assessor's Record: Robert and Ellen Disch
 Address: 12301 Wild Horse Cr. Rd.
 City: Chesterfield State: MO Zip: 63005
 Tel.: _____ Fax: _____

Petitioner, if other than owner(s): Elizabeth Freeman
 Address: 15 Wild Horse Way
 City: Chesterfield State: MO Zip: 63005
 Tel.: 636-532-7799 Fax: _____

Legal Interest: Adjoining neighbor

(Provide date of contract and date of expiration of contract)

*Attach additional sheets as necessary for other Parties of Interest (Architect, Engineer, etc.)

II. PROPERTY INFORMATION

Project Address: 18301 Wildhorse Creek Rd.

Locator Number(s): 19W5L345

(List additional locator numbers on separate sheet and attach to petition)

Acreage: 1.5 (To the nearest tenth of an acre)

Subdivision Name (If applicable): _____

Current Zoning District: Non Urban

Legal Description of Property: Single family

SURV 163 Sec 15 T 45 R 3

(Attach additional sheets as necessary)

III. VARIANCE INFORMATION AND STATEMENT OF NECESSITY

Unique physical characteristics of the lot (e.g., size, slope, etc.): NA

(Attach additional sheets as necessary)

Description of the necessity of the proposed improvement: NA

(Attach additional sheets as necessary)

Ordinance Number and section to which a variance is sought: NA

(Attach additional sheets as necessary)

Basis for appeal of the above action: NA

(Attach additional sheets as necessary)

Do deed restrictions or subdivision trust indentures for the property prohibit the use or construction which is requested by this petition? Check (✓) one [] Yes [] No

Specify the action to which the appeal is sought: Stop the building of cell tower on 18301 Wild Horse Creek Rd due to misrepresentations made by Chris Puricelli of St. Charles Tower Company in his application for zoning permit for said Cell tower

(Attach additional sheets as necessary)

Description of the effect or impact on neighboring properties: No real need for said tower, adverse affect on adjacent property owners as well as subdivision directly to the North of said tower location

(Attach additional sheets as necessary)

Statement of any other hardship or information for this appeal: Safety issue of tower, i.e. fall line, harmful emissions from tower, Major property decline, no need for better service, more traffic in immediate area, more noise

(Attach additional sheets as necessary)

Please complete the sections below as applicable:

A. Setbacks/Height:

The Petitioner(s) request the following setback(s):

Front yard: _____
Side yard: _____
Rear yard: _____
Height: _____

The City of Chesterfield Zoning Ordinance Regulations require the following setback(s) for this site:

Front yard: _____
Side yard: _____
Rear yard: _____
Height: _____

The following information correctly presents the true conditions and also describes the practical difficulties and unnecessary hardships warranting action by the Board.

N/A

Include two (2) completed copies of this application with original signatures and two (2) copies of the following:

1. A site development plan showing:
 - The dimensions and location (including distance from property lines) of all existing and proposed buildings and structures.
 - Letters from abutting property owners stating their position.
2. A \$70.00 fee. (Checks/money orders to be made payable to the City of Chesterfield.)
3. A copy of the City of Chesterfield rejection or denial.

B. Signage:

Number and size of allowable attached business signs by ordinance: N/A

Number and size of allowable freestanding business signs by ordinance: N/A

The petitioner further represents that the increased sign size or height would not be injurious to the neighborhood, or otherwise be detrimental to the public welfare for the following reasons: N/A

Include two (2) completed copies of this application with original signatures and two (2) copies of the following:

1. A site plan showing:
 - The subject property with adjoining streets, existing buildings, major parking lot, and distance to property lines.
 - The location of proposed signs.
 - If attached wall signs, the cross section of wall on which sign is to be placed with dimensions and total square feet (or portion of total wall that will contain petitioner's business)

2. A detail sign plan indicating:
 - Dimension of signs with detail sign lettering layout.
 - Total square feet of signs. If attached, what percent of wall.
 - Light detail, if any.

3. Letters from abutting property owners stating their position.

4. A \$70.00 fee. (Checks/money orders to be made payable to the City of Chesterfield.)

5. A copy of the City of Chesterfield rejection or denial.

III. COMPLIANCE

Is property in compliance with all previous conditions of approval of all applicable Ordinance requirements?

Yes No. If no, please explain: N/A

Is property in compliance with all Zoning, Subdivision, and Code requirements?

Yes No. If no, please explain: N/A

[THIS SPACE INTENTIONALLY LEFT BLANK]

FINES AND LIENS CERTIFICATION

Project Name: N/A Ward: _____

STATE OF MISSOURI, CITY OF CHESTERFIELD

[I] [we], _____ (a duly licensed attorney or title insurance company
(print, type or stamp name of attorney or title company)

in the State of Missouri), do hereby certify to the Council of the City of Chesterfield that [I] [we] have examined the title to the herein described property; that [I] [we] find the title to the property is vested to _____ ; that there are no fines and/or liens of record on the property

(name of owner(s))

by or owed to the City of Chesterfield [or] that the following fines and/or liens are owed to the City of Chesterfield:

1. _____
2. _____
3. _____
4. _____

(Attorney-at-law licensed in Missouri)

Date

Missouri Bar # _____

-OR-

(Officer of title insurance company)

Date

Print, type or stamp name and title

N/A

[THIS SPACE INTENTIONALLY LEFT BLANK]

STATEMENT OF CONSENT

Consent is required from the property owner(s) and contract purchaser, if applicable, to their agent if the property owner(s) or contract purchaser do not intend to attend all meetings and public hearings and submit in person all material pertaining to the application. A separate form is required from each owner/contract purchaser. Consent to a firm shall be deemed consent for the entire firm, unless otherwise specified. Consent is valid for one year from date of notary, unless otherwise specified. Attach copy of last recorded warranty deed for subject property.

STATEMENT OF CONSENT

I hereby give CONSENT to _____ (type, stamp or print clearly full name of agent) to act on my behalf, to submit or have submitted this application and all required material and documents, and to attend and represent me at all meetings and public hearings pertaining to the application(s) indicated above. Furthermore, I hereby give consent to the party designated above to agree to all terms and conditions which may arise as part of the approval of this application.

I hereby certify I have full knowledge of the property I have an ownership interest in is the subject of this application. I further certify the statements or information made in any paper or plans submitted herewith are true and correct to the best of my knowledge. I understand this application, related material and all attachments become official records of the City of Chesterfield, Missouri, and will not be returned. I understand that any false, inaccurate or incomplete information provided by me or my agent will result in the denial, revocation or administrative withdrawal of this application, request, approval or permits. I acknowledge that additional information may be required to process this application. I further consent to the City of Chesterfield to publish, copy or reproduce any copyrighted document submitted as a part of this application for any third party. I further agree to all terms and conditions which may be imposed as part of the approval of this application.

OWNER/CONTRACT PURCHASER INFORMATION:

I am the [/] owner [] contract purchaser. (check (✓) one)

Elizabeth Freeman

(Name- type, stamp or print clearly)

(Name of Firm)

Note: Attach additional sheets as necessary.

Elizabeth Freeman

(Signature)

15 Wild Horse Way

(Address, City, State, Zip)

Chesterfield, MO
63005

NOTARY PUBLIC INFORMATION: STATE OF MISSOURI, CITY OF CHESTERFIELD

The foregoing instrument was subscribed and sworn to before me this 19 day of December, 2007.

Signed Pamela Shelton
Notary Public

Print Name: Pamela Shelton

My Commission Expires: 8/29/11 Seal/Stamp:

PAMELA SHELTON
Notary Public - Notary Seal
State of Missouri
Commissioned for St. Charles County
My Commission Expires: August 29, 2011
Commission Number: 07226746

690 Chesterfield Parkway West, Chesterfield, MO 63017-0760
Ph. (636)537-4746 Fax (636)537-4798 www.chesterfield.mo.us

STATEMENT OF COMPLETENESS AND ACCURACY

INSTRUCTIONS: To be completed by individual submitting application (property owner, petitioner with consent, or authorized agent).

Project Name: _____ Submittal Date: _____

STATEMENT OF COMPLETENESS AND ACCURACY

I hereby certify all property owners have full knowledge the property they own is the subject of this application. I hereby certify that all owners and petitioners have been provided a complete copy of all material, attachments and documents submitted to the City of Chesterfield relating to this application. I further certify the statements or information made in any paper or plans submitted herewith are true and correct to the best of my knowledge. I understand this application, related application material and all attachments become official records of the City of Chesterfield, Missouri and will not be returned. I understand that any knowingly false, inaccurate or incomplete information provided by me will result in the denial, revocation or administrative withdrawal of this application, request, approval or permit. I further acknowledge that additional information may be required by the City of Chesterfield to process this application. I further represent and warrant that I have not made any arrangement to pay any commission, gratuity, or consideration, directly or indirectly, to any official, employee, or appointee of the City of Chesterfield with respect to this application. I further consent to the City of Chesterfield to publish, copy or reproduce any copyrighted documents submitted as a part of this application for any third party. I further agree to all terms and conditions which may be imposed as part of the approval of this application.

Check (✓) one: [] I am the property owner. [] I am the contract purchaser. [] I am the duly appointed agent of the petitioner.

Elizabeth Freeman (Name- type, stamp or print clearly)

Elizabeth Freeman (Signature)

(Name of Firm)

15 Wild Horse Way (Address, City, State, Zip) Chesterfield MO 63005

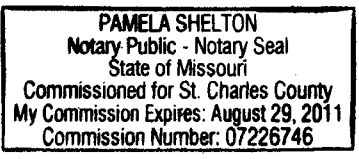
Note: Attach additional sheets as necessary.

NOTARY PUBLIC INFORMATION: STATE OF MISSOURI, CITY OF CHESTERFIELD

The foregoing instrument was subscribed and sworn to before me this 19 day of December, 20 07.

Signed Pamela Shelton Notary Public Print Name: Pamela Shelton

My Commission Expires: 8/29/11 Seal/Stamp:



690 Chesterfield Parkway West, Chesterfield, MO 63017-0760 Ph. (636)537-4746 Fax (636)537-4798 www.chesterfield.mo.us

MICHAEL PEETZ
PH. 636-537-3735
10 WILD HORSE WAY
CHESTERFIELD, MO 63005-3622

4-21/810
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DATE 12/18/07

PAY TO THE
ORDER OF

City of Chesterfield \$ 70⁰⁰
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MEMO

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Board of Adjustment
Chesterfield City Hall
690 Chesterfield Parkway West
Chesterfield, MO 63017

December 18, 2007

RE: Proposed Cellular Tower located at 18301 Wild Horse Creek Rd.

I have lived at 18257 Wild Horse Creek Road for the past 23 years. In the past 8 years I have made major improvements to my home in hopes of staying here for a long time. I have abided by all of Chesterfields rules and requirements since I moved in, including moving my business to a different location. In part because under the zoning, Non-urban I was told I was violating the rules by having trucks and employees frequenting my home. I agreed to abide by these rules in order to keep this area a residential neighborhood. By installing a huge structure I feel as did the interested parties on 1401 Wilson Road that this would commercialize the area. There will be utility trucks and vans frequenting this site. How does this differ from what my business was? I have raised my family here for 23 years and have a 14 and 6 year old who I am concerned by the negative waves coming from this tower.

We strongly oppose the proposed cellular tower site for all of the additional reasons listed below:

1. Decreased property value (As professional attested to on Wilson Road see attached)
2. My property is directly in the Fall Zone
3. Not a need for another tower (We have great cell service, as do neighbors in this immediate area)
4. Harmful waves coming from tower.
5. Increased lightning strikes around tower (My home and new swimming pool being a target since it will be the closest large structure)
6. Commercial trucks and booms coming frequently to service tower

It is obvious by the attached petition that a lot of other people strongly oppose this in our immediate area. Furthermore, we have serious questions as to how all of this transpired and was approved by the City of Chesterfield. We want answers and strongly hope that the Board decides not to go through with this site.

Sincerely,



Harry Edwards
18257 Wild Horse Creek Road
Chesterfield, Mo 63005
636-530-0804

DEC 19 2007

Board of Adjustment
Chesterfield City Hall
690 Chesterfield Parkway West
Chesterfield, Mo. 63017



Re: Cellular Tower located at 1401 Wilson Road
Public Hearing of Appeal of Administrative Decision
Scheduled for Thursday, January 4, 2007

DEC 19 2007

I have lived in Chesterfield Lakes for 30 years and have been a licensed real estate agent since 1977 working in the West County area. Over the years I have sold the majority of homes in Chesterfield Lakes, some of the home as many as 4 times. I am very familiar with West County property values, particularly in that subdivision.

Installing that cellular tower at 1401 Wilson Road negatively affects the property values at 12 and 14 Chesterfield Lakes Road. I was the listing agent when Dr. and Mrs. Miley purchased the property at 14 Chesterfield Lakes. An important reason for buying the property was the beautiful private wooded setting. They have spent a considerable amount of money maintaining and improving that property. The installation of that tower has destroyed the wooded setting and damaged their property value.

It has been my experience that buyers will typically avoid looking at or purchasing a home that is within sight and range of cellular towers and high tension wires. If they do purchase a home with either of these towers, they expect a significant reduction in the purchase price.

Last spring I sold a home in an expensive and popular subdivision in Chesterfield. The cellular tower was virtually in the back yard and clearly visible. Although the home was perfect in every way, I strongly advised my clients not to purchase the home and I counseled them as to the outcome when they sell.

They ultimately bought the home at 6% below the asking price after 63 days on the market. Typically we see about a 98% ratio of listing to asking price, but in this neighborhood we can see buyers paying full price as the home comes on the market. This 6% represents a large sum of money because it was an expensive home. With the current market trend of many homes on the market, I believe that the percentages could be higher.



I strongly hope that the board decides to revoke the permit to install the cellular tower and recommend that the tower company remove the portion of the tower that is already there,

Thank you for your consideration.

Sincerely,

Peggy Liggett

Peggy Liggett
Sales Associate
Laura McCarthy Real Estate

DEC 19 2007

December 18, 2007

Board of Adjustment
City of Chesterfield
690 Chesterfield Parkway West
Chesterfield, MO 63017

Re: Location of Cell Tower at 18301 Wildhorse Creek Road, Chesterfield, MO
by St. Charles Tower Company

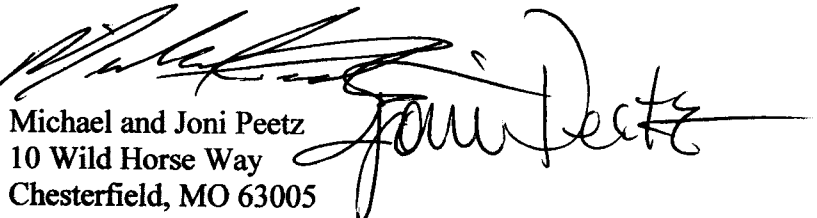
Dear Board:

We would respectfully ask the Board to be heard at the next hearing scheduled on January 3, 2008, with regard to the proposed location of the cell tower at 18301 Wildhorse Creek Road. We would join in this request with other property owners of Wildhorse Creek Forest which is directly adjacent to the proposed location. We also would join in this request with the property owners directly adjacent to the property but not a part of our subdivision.

Our request is based on the fact that our property values will decrease because of this location and there are alternate sites that should be considered since this is a residential area and this tower should be erected in an area zoned commercial. There is no need specifically for this cell tower for we are able to use our cell phones without any drop in service. We have polled our fellow Wildhorse Creek Forest homeowners and they have excellent cell phone coverage. Furthermore, we have concerns regarding additional noise, traffic and increased lightening strikes.

We have spent a considerable amount of time trying to determine how and why this site was approved for a cell tower location and for that reason we would request this hearing so that we can voice our concerns along with other homeowners.

Sincerely,


Michael and Joni Peetz
10 Wild Horse Way
Chesterfield, MO 63005
636.537.3735

PETITION AGAINST CELL TOWER

Opponents of the installation of the cell tower by St. Charles Tower Company on Wildhorse Creek Road east of 109, specifically on 18301 Wild Horse Creek Road, Chesterfield, Missouri 63005. The following opponents live in the direct proximity to this proposed cell tower site.

Name/Signature:

Address:

Date:

- | | | |
|----------------------------------|---|------------|
| 1) Elizabeth Dorman | 15 Wild Horse Way | 12-12-2007 |
| 2) Jani Deltz | 10 Wild Horse Way ^{Chesterfield} | 12/12/07 |
| 3) Michael | 10 Wild Horse Way ^{Chesterfield} | 12/12/07 |
| 4) Norman Hicks | Wildhorse | 12-12-07 |
| 5) Alma Hicks | Wildhorse | 12-12-07 |
| 6) Carolyn Gerst | 18304 Wild Horse | 12-12-07 |
| 7) Robert Gerst | " | " |
| <small>Peter J. McCarthy</small> | | |
| 8) Robert | 18308 Wildhorse Creek Rd | 12/12/2007 |
| 9) Cindy Edwards | 18257 Wild Horse Cr. | 12/12/2007 |
| 10) Henry Edwards | 18257 Wild Horse Creek Rd | 12/12/2007 |
| 11) Terry Poy | 303 Wild Horse Cr | 12-13-07 |
| 12) Joe Hottle | 18214 Amber Lane 63005 | 12/13/07 |

- 13) Sham J. Hette 18214 Hager Ln. 6305 12/13/07
- 14) James Leeper 17819 Keys Lane Bluff Ct 12/13/07
- 15) Don M 18230 Hager Lane 12/14/07
- 16) ~~Don M~~ 18230 Hager Lane 12/14/07
- 17) John K. Holt 18214 Hager Lane 12/14/07
- 18) Lang (EDWARDS THROOP) #30 WILD HORSE LN 12/14/07
- 19) Orlando M. Thaw 18219 Hager Lane 12/14/07
- 20) Jack Ky 18222 Hager Ln. 12/15/07
- 21) Boyd H. K 18222 Hager Lane 12/15/07
- 22) Destiny Lease 34 Wild Horse 12/15/07
- 23) Tan Lease 34 Wild Horse 12/15/07
- 24) Jivabhai B. Patel 18246 Hager Ln. 12/15/07
- 25) Omoy & Kemye 18246 Hager Ln
- 26) Hansu 18246 Hager Ln.
- 27) Mary Mcatty 18305 Wild Horse Creek Rd 12/17/07
- 28) Lynn Jones 18238 HAGER LANE 12-17-07

29) Dickord Weinstein 18205 Hager Lane 12-18-07

30) Bonnie S. Weinstein 18205 Hager Lane 12-18-07

31) _____

32) _____

33) _____

34) _____

35) _____

36) _____

37) _____

38) _____

39) _____

40) _____

41) _____

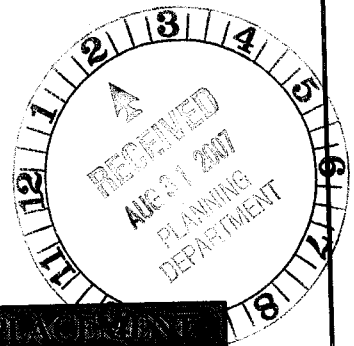
42) _____

43) _____



City of Chesterfield

DEPARTMENT OF PLANNING



APPLICATION FOR ADMINISTRATIVE APPROVAL OF THE PLACEMENT OF COMMUNICATIONS ANTENNAE AND SUPPORT STRUCTURES

The City of Chesterfield Zoning Ordinance provides regulation for placement of communications antennae and support structures within the jurisdictional limits of the City. Additionally, the City of Chesterfield Comprehensive Plan includes several policies that are applicable. Please review the aforementioned ordinance and plan for detailed requirements and policies.

For information about this and other projects under review by the Department of Planning, please visit "Planning Projects" at www.Chesterfield.mo.us. For questions about this application, please contact the "Planner of the Day" at 636-537-4733.

Check (✓) all applications that apply:

- Attachment of additional or replacement antennae or shelters to any antenna support structure.
- Construction of a disguised antenna support structure in a permitted district.
- Installation of antennae on buildings or the construction of a tower/Disguised Support Structure on land owned by state or federal government or local political subdivision.
- One-time replacement of any antenna support structure for the purpose of accommodating shared use of the site or eliminate a safety hazard.
- Placement of dual polar panel antennas on wooden or steel utility poles.
- Construction of a new telecommunications antenna support structure that complies with provisions of the City of Chesterfield Zoning Ordinance.

APPLICANT INFORMATION

Owner(s) of record of the hereinafter described property according to St. Louis County Assessor's

Record: St. Charles Tower, Inc.
 Address: 4 West Dr #110
 City: Chesterfield State: MO Zip: 63017
 Tel.: 636-530-9824 Fax: 636-530-9825
 Email: rachel.anderson2@yahoo.com

Applicant, if other than owner(s): _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Tel.: _____ Fax: _____
 Email: _____

690 Chesterfield Parkway West, Chesterfield, MO 63017-0760
Ph. (636)537-4746 Fax (636)537-4798 www.chesterfield.mo.us

II. PROPERTY INFORMATION

Project Name: Wild Horse Creek Road
Locator Number(s): 19W510095
(List additional locator numbers on separate sheet and attach to petition)
Acreage: 1.46 (To the nearest tenth of an acre)
Subdivision Name: N/A Plat Book/Page: _____
Proximity to closest major intersection: Hwy 109
Zoning District of subject property: NON-urban
Existing Uses(s) on subject property: residence
Existing Overlay Districts: Check (✓) all that apply [] C.U.P. [] C.S.P. [] L.P.A.
[] Other: _____

III. REQUIRED MATERIALS

1. Five (5) copies of a detailed site plan, based on a closed boundary survey, signed and sealed by a registered engineer or land surveyor, of the host parcel. The site plan shall be drawn to a scale of 100 feet or less to the inch and referenced to a point easily located on the ground. It shall show the dimensions (bearings and distances) of property, north point, graphic scale and location map, and indicate the following:
 - a) All existing and proposed improvements including buildings, drives, walkways, parking areas and other structures;
 - b) Public rights-of-way;
 - c) The zoning districts of the subject and adjoining properties;
 - d) The location of and distance to off-site residential structures;
 - e) Required setbacks;
 - f) Required buffer and landscape areas;
 - g) Hydrologic features;
 - h) The location (latitude & longitude coordinates) and height (feet), above ground level of the existing or proposed antenna support structure and antenna(s);
 - i) Documentation as to what other antenna support structure locations and heights would or could accommodate the applicant's proposed needs;
 - j) Documentation as to whether the location and height chosen will accommodate any other company's known network.
2. For new antenna support structures, provide proof that the application, or a summary of such application, was delivered by certified mail to all potential antenna support structure users as identified by a schedule maintained by the Department of Planning. Application summaries must at a minimum contain the height, design, location, and type of antenna and frequency of the proposed antenna support structure.
3. A written and notarized statement agreeing to make subject tower available for use by others subject to reasonable technical limitations and reasonable financial terms.
4. An inventory of all antenna support structures in or within one-half (1/2) mile of the city limits of Chesterfield, and an agreement to the shared use of the proposed facilities subject to such technical limitations and financial terms as are reasonable. The inventory shall include the antenna support

690 Chesterfield Parkway West, Chesterfield, MO 63017-0760
Ph. (636)537-4746 Fax (636)537-4798 www.chesterfield.mo.us

structure's reference name or number the street location, latitude and longitude, structure type, height, type and mounting height of existing antennas and an assessment of available ground space for the placement of additional equipment shelters.

5. A description of existing and/or proposed security measures associated with the subject antenna and support structure. Note: No barbed wire will be used on security fences. Additional measures may be required as a condition of the issuance of an Administrative/Zoning Approval as deemed necessary by the Director of Planning.
6. A description of existing and/or proposed lighting associated with the subject antenna and support structure. Note: Antennae and support structures shall not be lighted unless required by the FAA, a state or federal agency with authority to regulate, or the Chesterfield City Council, in which case a description of the required lighting scheme shall be made a part of the application to install, build or modify the antennae or support structure.
7. Application for Municipal Zoning Approval.

[THIS SPACE INTENTIONALLY LEFT BLANK]

Is property in compliance with all Zoning, Subdivision, and Code requirements?

Yes [] No If no, please explain: _____

Is property in compliance with all previous conditions of approval of all applicable Ordinance requirements?

Yes [] No If no, please explain: _____

Note: Attach additional sheets as necessary.

Project Name: Wild Horse Creek Rd Cell Tower Ward: _____

STATE OF MISSOURI, CITY OF CHESTERFIELD

[we], Your Home Title (a duly licensed attorney or title insurance company
(print, type or stamp name of attorney or title company)

In the State of Missouri, do hereby certify to the Council of the City of Chesterfield that [we] have examined the title to the herein described property; that [we] find the title to the property is vested to Robert Disch and Ellen C. Disch; that there are no fines and/or liens of record on the property (name of owner(s))

by or owed to the City of Chesterfield [or] that the following fines and/or liens are owed to the City of Chesterfield:

- 1. _____
- 2. _____
- 3. _____
- 4. _____

(Attorney-at-law licensed in Missouri)
Missouri Bar # _____

Date _____

Michael A. Tyler
(Officer of title insurance company)

-or- August 30, 2007
Date

Michael A. Tyler - abstractor
Print, type or stamp name and title

690 Chesterfield Parkway West, Chesterfield, MO 63017-0760
Ph. (636)537-4746 Fax (636)537-4798 www.chesterfield.mo.us

VI. STATEMENT OF CONSENT

Consent is required from the property owner(s) and contract purchaser, if applicable, to their agent if the property owner(s) or contract purchaser does not intend to attend all meetings and public hearings and submit in person all material pertaining to the application. A separate form is required from each owner/contract purchaser. Consent to a firm shall be deemed consent for the entire firm, unless otherwise specified. Consent is valid for one year from date of notary, unless otherwise specified. Attach copy of last recorded warranty deed for subject property.

STATEMENT OF CONSENT

I hereby give CONSENT to Saint Charles Tower, Inc. (type, stamp or print clearly full name of agent) to act on my behalf, to submit or have submitted this application and all required material and documents, and to attend and represent me at all meetings and public hearings pertaining to the application(s) indicated above. Furthermore, I hereby give consent to the party designated above to agree to all terms and conditions which may arise as part of the approval of this application.

I hereby certify I have full knowledge of the property I have an ownership interest in is the subject of this application. I further certify the statements or information made in any paper or plans submitted herewith are true and correct to the best of my knowledge. I understand this application, related material and all attachments become official records of the City of Chesterfield, Missouri, and will not be returned. I understand that any false, inaccurate or incomplete information provided by me or my agent will result in the denial, revocation or administrative withdrawal of this application, request, approval or permits. I acknowledge that additional information may be required to process this application. I further consent to the City of Chesterfield to publish, copy or reproduce any copyrighted document submitted as a part of this application for any third party. I further agree to all terms and conditions which may be imposed as part of the approval of this application.

OWNER/CONTRACT PURCHASER INFORMATION:

I am the [] owner [] contract purchaser. (check (✓) one)

Rachel Anderson

(Name- type, stamp or print clearly)

Saint Charles Tower, Inc.

(Name of Firm)

Rachel Anderson

(Signature)

#4 West Drive Chesterfield, MO

(Address, City, State, Zip) 63017

Note: Attach additional sheets as necessary.

NOTARY PUBLIC INFORMATION: STATE OF MISSOURI, CITY OF CHESTERFIELD

The foregoing instrument was subscribed and sworn to before me this 30th day of August, 20 07

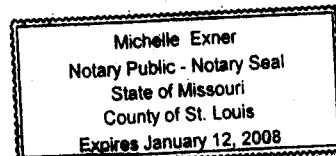
Signed [Signature]

Notary Public

Print Name: Michelle Exner

My Commission Expires: 1-12-08

Seal/Stamp:



690 Chesterfield Parkway West, Chesterfield, MO 63017-0760
Ph. (636)537-4746 Fax (636)537-4798 www.chesterfield.mo.us

VII. AFFIDAVIT OF COMPLETENESS AND ACCURACY

INSTRUCTIONS: To be completed by individual submitting application (property owner, petitioner with consent, or authorized agent).

Project Name: <u>Wild Horse Creek Road</u>	Submittal Date: <u>8/30/07</u>
--	--------------------------------

STATEMENT OF COMPLETENESS AND ACCURACY

I hereby certify all property owners have full knowledge the property they own is the subject of this application. I hereby certify that all owners and petitioners have been provided a complete copy of all material, attachments and documents submitted to the City of Chesterfield relating to this application. I further certify the statements or information made in any paper or plans submitted herewith are true and correct to the best of my knowledge. I understand this application, related application material and all attachments become official records of the City of Chesterfield, Missouri and will not be returned. I understand that any knowingly false, inaccurate or incomplete information provided by me will result in the denial, revocation or administrative withdrawal of this application, request, approval or permit. I further acknowledge that additional information may be required by the City of Chesterfield to process this application. I further represent and warrant that I have not made any arrangement to pay any commission, gratuity, or consideration, directly or indirectly, to any official, employee, or appointee of the City of Chesterfield with respect to this application. I further consent to the City of Chesterfield to publish, copy or reproduce any copyrighted documents submitted as a part of this application for any third party. I further agree to all terms and conditions which may be imposed as part of the approval of this application.

Check (✓) one: [] I am the property owner. [✓] I am the contract purchaser.
[] I am the duly appointed agent of the petitioner.

Rachel Anderson
(Name- type, stamp or print clearly)

Rachel Anderson
(Signature)

Saint Charles Tower, Inc.
(Name of Firm)

#4 West Dr Chesterfield, MO 63017
(Address, City, State, Zip)

Note: Attach additional sheets as necessary.

NOTARY PUBLIC INFORMATION: STATE OF MISSOURI, CITY OF CHESTERFIELD

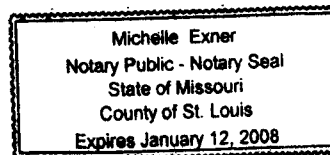
The foregoing instrument was subscribed and sworn to before me this 30th day of August, 20 07

Signed [Signature]
Notary Public

Print Name: Michelle Exner

My Commission Expires: 1-12-08

Seal/Stamp:



VIII PARTIES OF INTEREST

Principal Contact: St. Charles Tower, Inc
Attn: Rachel Anderson Title: Project Coordinator
Address: 4 West Dr #110
City: Chesterfield State: MO Zip: 63017
Tel.: 636-530-9824 Fax: 636-530-9825

Other Contact: _____
Address: _____
City: _____ State: _____ Zip: _____
Tel.: _____ Fax: _____

Other Contact: _____
Address: _____
City: _____ State: _____ Zip: _____
Tel.: _____ Fax: _____

Attach additional sheets as necessary.

STAFF USE ONLY
Request: _____ Intake Date: _____
 Application NOT Sufficient (date) _____ Application Sufficient (date) _____
Entered into Project List: _____

CITY OF CHESTERFIELD
DEPARTMENT OF PLANNING AND
PUBLIC WORKS
ADMINISTRATIVE APPROVAL

PLAN TYPE: Disguised Antenna Support Structure
na
AMENDED FOR: _____

BY: Annmarie McCallill-Cray
DATE: November 14, 2007

690 Chesterfield Parkway West, Chesterfield, MO 63017-0760
Ph. (636)537-4746 Fax (636)537-4798 www.chesterfield.mo.us

SCT, Inc.

St. Charles Tower, Inc.

4 West Drive #110
Chesterfield, MO 63017
(636) 530-9824 Phone / (636) 530-9825 Fax

Chesterfield Planning & Zoning
690 Chesterfield Pkwy West
Chesterfield, MO 63017

August 30, 2007

Dear Sir or Madam:

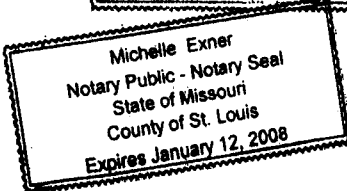
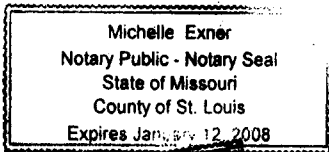
St. Charles Tower agrees to make the proposed communications tower at 18301 Wild Horse Creek Rd. available for use by others subject to reasonable technical limitations and reasonable financial terms.

Rachel Anderson
Rachel Anderson
Project Coordinator

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 Rachel Anderson, 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 30th day of August, 2007.



Michelle Exner

Notary Public

My commission expires 1-12-08

ST. CHARLES TOWER COMPANY, INC.

SCT, Inc.

St. Charles Tower, Inc.

*4 West Drive #110
Chesterfield, MO 63017
(636) 530-9824 Phone / (636) 530-9825 Fax*

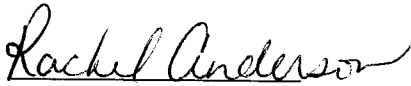
Chesterfield Planning & Zoning
690 Chesterfield Pkwy West
Chesterfield. MO 63017

August 30, 2007

Dear Sir or Madam:

In reference to the proposed cell tower at 18301 Wild Horse Creek Rd., we would not light the tower. We are proposing a 6ft tall locked security fence with the material of the fence to be determined by the City of Chesterfield.

Thank you,



Rachel Anderson
Project Coordinator

ST. CHARLES TOWER COMPANY, INC.

SCT, Inc. *Sample letter sent to carriers*

St. Charles Tower, Inc.

4 West Drive #110
Chesterfield, MO 63017
(636) 530-9824 Phone / (636) 530-9825 Fax

August 30, 2007

Dear Sir or Madam:

St. Charles Tower is in the process of zoning a new tower in the City of Chesterfield, MO. The purpose of this letter is to comply with the City of Chesterfield, MO ordinance by informing you that this tower will be available for collocation.

The proposed tower will be 80 ft. tall and will be located at 18301 Wild Horse Creek Rd, Chesterfield, MO 63017. The coordinates are: N38 38.677 & W90 39.892 and the ground elevation is 660 ft. Please contact me if you have any interest in collocating on this tower.

Thank you,



Rachel Anderson
Project Coordinator

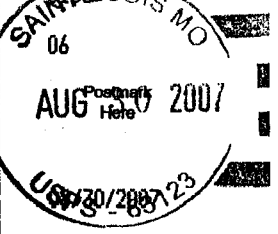
ST. CHARLES TOWER COMPANY, INC.

U.S. Postal Service
CERTIFIED MAIL™ RECEIPT
 (Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com.

OFFICIAL USE

Postage	\$	\$0.41
Certified Fee		\$2.65
Return Receipt Fee (Endorsement Required)		\$2.15
Restricted Delivery Fee (Endorsement Required)		\$0.00
Total Postage & Fees	\$	\$5.21



Sent To Cingular
 Street, Apt. No., or PO Box No. 13075 Manchester Rd #100
 City, State, ZIP+4 St. Louis mo 63131

PS Form 3800, August 2006 See Reverse for Instructions

E100 8995 2000 054E 9002 3450 0002 5667 7454

U.S. Postal Service
CERTIFIED MAIL™ RECEIPT
 (Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com.

OFFICIAL USE

Postage	\$	\$0.41
Certified Fee		\$2.65
Return Receipt Fee (Endorsement Required)		\$2.15
Restricted Delivery Fee (Endorsement Required)		\$0.00
Total Postage & Fees	\$	\$5.21



Sent To W Celluler
 Street, Apt. No., or PO Box No. 3783 Corporate Center Dr.
 City, State, ZIP+4 Cam City, MO 63045

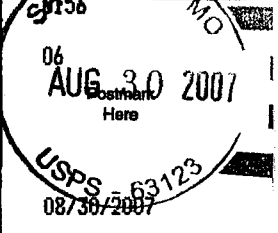
PS Form 3800, August 2006 See Reverse for Instructions

U.S. Postal Service
CERTIFIED MAIL™ RECEIPT
 (Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com.

OFFICIAL USE

Postage	\$	\$0.41
Certified Fee		\$2.65
Return Receipt Fee (Endorsement Required)		\$2.15
Restricted Delivery Fee (Endorsement Required)		\$0.00
Total Postage & Fees	\$	\$5.21



Sent To Sprint
 Street, Apt. No., or PO Box No. 24 Worthington Access
 City, State, ZIP+4 St. Louis MO 63043

PS Form 3800, August 2006 See Reverse for Instructions

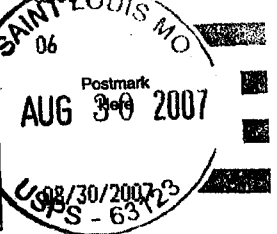
E100 8995 2000 054E 9002 3450 0002 5667 7454

U.S. Postal Service
CERTIFIED MAIL™ RECEIPT
 (Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com.

OFFICIAL USE

Postage	\$	\$0.41
Certified Fee		\$2.65
Return Receipt Fee (Endorsement Required)		\$2.15
Restricted Delivery Fee (Endorsement Required)		\$0.00
Total Postage & Fees	\$	\$5.21



Sent To Verizon
 Street, Apt. No., or PO Box No. 10740 Nail Ave #400
 City, State, ZIP+4 Overland Park KS 66211

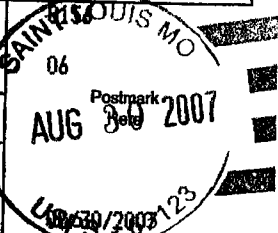
PS Form 3800, August 2006 See Reverse for Instructions

U.S. Postal Service
CERTIFIED MAIL™ RECEIPT
 (Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com.

OFFICIAL USE

Postage	\$	\$0.41
Certified Fee		\$2.65
Return Receipt Fee (Endorsement Required)		\$2.15
Restricted Delivery Fee (Endorsement Required)		\$0.00
Total Postage & Fees	\$	\$5.21



Sent To Tmobile
 Street, Apt. No., or PO Box No. 2004 Westport Center Dr
 City, State, ZIP+4 St. Louis mo 63146

PS Form 3800, August 2006 See Reverse for Instructions

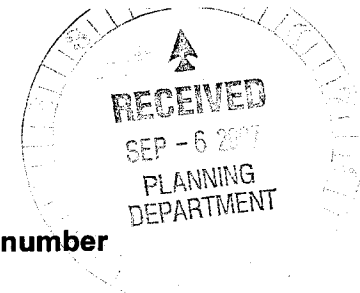
E100 8995 2000 054E 9002 3450 0002 5667 7454

WIRELESS NOW PETITION

Supporters of bringing wireless services to Western Chesterfield. In favor of a "disguised" or "stealth" communication tower on Wild Horse Creek Road, east of Highway 109 to provide services to Fick Farm, Wild Horse Creek Forest, Wild Horse Creek Canyon and Wild Horse Ranch subdivisions.

-
- | Name/Signature: | Address: |
|-----------------------------|---|
| 1.) <u>Ann Turner</u> | <u>26 Wildhorse Way, Chesterfield Mo 63005</u> |
| 2.) <u>Saren Purcell</u> | <u>26 Wildhorse Way, Chesterfield Mo 63005</u> |
| 3.) <u>Russell J. J. J.</u> | <u>42 Wildhorse Way, Chesterfield Mo 63005</u> |
| 4.) <u>Tim LaBau</u> | <u>300 Wildhorse Creek</u> |
| 5.) <u>Bellie McWhorter</u> | <u>²¹⁵ 26 Wild Horse Ranch Lane Chesterfield ^{Mo.} 63005</u> |
| 6.) <u>MIKE GRASSO</u> | <u>226 FICK FARM RD 63005</u> |
| 7.) <u>John Grasso</u> | <u>201 FICK FARM RD 63005</u> |
| 8.) <u>FRANK C. DUNNIE</u> | <u>18243 HAGER LN. 63005</u> |
| 9.) _____ | _____ |
| 10.) _____ | _____ |
| 11.) _____ | _____ |
| 12.) _____ | _____ |
| 13.) _____ | _____ |
| 14.) _____ | _____ |

Chesterfield Tower Survey



ID	City	State	County	Proximity	Lat	Long	Company	Phone number	
1350476	Chesterfield	MO	Saint Louis	Olive Str Rd 18620	38 40.14	90 39.46	Spectra Site	888-468-0112	<i>Chesterfield</i>
1343552	Chesterfield	MO	Saint Louis	N Outer Forty Dr 16141 <i>↳ Row b/t Highway 40 + Clarksa/olive exit in Chesterfield</i>	38 39.16	90 33.39	Spectra Site	888-468-0112	<i>NO SUCH ADDRESS</i>
850184	Chesterfield	MO	Saint Louis	14845b Olive Blvd	38 40.15	90 32.06	T-Mobile	773-444-5427	<i>Chesterfield</i>
1343548	Chesterfield	MO	Saint Louis	Woodlake Dr 14377	<u>38 38.31</u>	<u>90 30.54</u>	Spectra Site	888-468-0112	<i>Correspond to 13600 Souter 40 in Chesterfield</i>
1343553	Chesterfield	MO	Saint Louis	Swingley Ridge Rd 16625	38 39.32	90 33.52	Spectra Site	888-468-0112	<i>Chesterfield</i>
1343567	Chesterfield	MO	Saint Louis	S. Outer Forty 15400	38 38.58	90 33.01	Spectra Site	888-468-0112	<i>Chesterfield</i>
1343568	Chesterfield	MO	Saint Louis	Baxter Rd 16216	38 38.34	90 34.27	Spectra Site	888-468-0112	<i>Chesterfield</i>
1343569	Chesterfield	MO	Saint Louis	N Outer Forty 14515	38 38.44	90 31.42	Spectra Site	888-468-0112	<i>Chesterfield</i>
1343599	Chesterfield	MO	Saint Louis	Chesterfield Airport 17519	38 40.05	90 36.28	Spectra Site	888-468-0112	<i>Chesterfield</i>
1343610	Chesterfield	MO	Saint Louis	Chesterfield Mall 291	38 39.05	90 34.06	Spectra Site	888-468-0112	<i>Chesterfield</i>

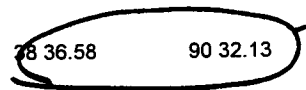
Chesterfield Tower Survey

1375556	Chesterfield	MO	Saint Louis	Off Wildhorse Creek Rd Near 16811 Ashberry Cir.	38 39.29	90 35.34	Crown Castle	877-486-9377	Chesterfield
1412187	Chesterfield	MO	Saint Louis	Spirit 40 Park-A 731	38 40.19	90 38.30	American Tower	800-815-7226	Chesterfield
1343590	Chesterfield	MO	Saint Louis	Village Green Pkwy 2150	38 37.37	90 31.11	Spectra Site	888-468-0112	Chesterfield
1351293	Chesterfield	MO	Saint Louis	North Woods Mill Rd 471	38 40.02	90 30.24	Spectra Site	888-468-0112	Chesterfield
1460950	Chesterfield	MO	Saint Louis	Public Works Dr 101	38 39.59	90 36.38	United States Cellular Co	733-399-8900	Address does not exist Corresponds to 16915 Wildhorse Creek Road Chesterfield
1335761	Chesterfield	MO	Saint Louis	Wildhorse Creek Rd 17842	38 38.56	90 38.40	Sprint Sites USA	877-265-6872	Chesterfield
32643	Chesterfield	MO	Saint Louis	Raceway Blvd 125	38.40.13	90 39.14	AT&T Wireless	202-223-9222	Chesterfield
470715	Chesterfield	MO	Saint Louis	Wildhorse Creek Rd 17259	38 39.26	90 37.00	Cingular Wireless	972-733-2000	Chesterfield
470993	Chesterfield	MO	Saint Louis	A Olive Blvd 14847	38 40.18	90 32.16	AT&T Wireless	202-223-9222	Chesterfield
806047	Chesterfield	MO	Saint Louis	Olive Blvd 14847	38 40.18	90 32.16	Sprint Spectrum LP	913-794-5631	Chesterfield
822590	Chesterfield	MO	Saint Louis	Chesterfield Mall 220	38 39.11	90 33.58	Signal Sites	972-781-0976	Chesterfield

Chesterfield Tower Survey

830394	Chesterfield	MO	Saint Louis	Swingley Ridge Rd 16625	38 39.44	90 33.55	High Point Group	214-292-3749	<i>Chesterfield</i>
839992	Chesterfield	MO	Saint Louis	S Outer Forty Rd 14528	38 39.02	90 33.39	TRM	301-306-3108	<i>Chesterfield</i>
1438582	Chesterfield	MO	Saint Louis	Wildhorse Creek Rd 17529	38 39.27	90 36.59	United States Cellular Co	733-399-8900	<i>Chesterfield</i>
1335854	Chesterfield	MO	Saint Louis	Baxter Rd 1968	38 38.07	90 33.13	Sprint Sites USA	877-265-6872	<i>Chesterfield</i>
899784	Chesterfield	MO	Saint Louis	Olive Rd 14847	38 40.18	90 32.17	Saint Louis County	314-889-2360	<i>Chesterfield</i>
1335844	Chesterfield	MO	Saint Louis	Clayton Rd 14860	38 36.58	90 32.13	Sprint Sites USA	877-265-6872	<i>Ballwin</i>
846583	Chesterfield	MO	Saint Louis	Swingley Ridge Rd 16625	38 39.51	90 34.15	Central County	636-207-7911	<i>Chesterfield</i>
1004462	Chesterfield	MO	Saint Louis		38 40 14.0	90 39 46.0	Eastern Missouri Cellular Tower Holdings LLC		
1004765	Chesterfield	MO	Saint Louis		38 39 30.2	90 35 35.4	Crown Castle GT Company LLC		
1014242	Chesterfield	MO	Saint Louis		38 40 18.0	90 32 17.0	Saint Louis County		
1018153	Chesterfield	MO	Saint Louis		38 40 15.0	90 32 06.0	Saint Louis County		

Corresponds



231 Aspen Trail Ballwin

Chesterfield Tower Survey

1028157	Chesterfield	MO	Saint Louis	38 40 02.2	90 30 24.8	Eastern Missouri Cellular Tower Holdings LLC
1030002	Chesterfield	MO	Saint Louis	38 40 13.0	90 39 14.0	New Cingular Wireless Services .Inc
1208794	Chesterfield	MO	Saint Louis	38 39 26.6	90 37 00.7	New Cingular Wireless Services .Inc
1215414	Chesterfield	MO	Saint Louis	38 40 19.9	90 38 30.0	American Towers .Inc
1235926	Chesterfield	MO	Saint Louis	38 40 18.3	90 32 16.2	St. Louis County Police Dept
1238222	Chesterfield	MO	Saint Louis	38 39 51.0	90 34 15.0	County of Central
1244742	Chesterfield	MO	Saint Louis	38 39 26.9	90 36 59.1	United States Cellular Corp
1248893	Chesterfield	MO	Saint Louis	38 39 58.6	90 36 38.2	United States Cellular Corp
1255916	Chesterfield	MO	Saint Louis	38 38 57.8	90 35 10.5	St. Charles Tower .Inc
1251127	Chesterfield	MO	Saint Louis	38 39 32.5	90 37 40.1	St. Charles Tower .Inc
1054418	Chesterfield	MO	Saint Louis	38 38 56.0	90 38 41.0	STC Five LLC

Chesterfield Tower Survey

Chesterfield	MO	Saint Louis	38 39.832	90 34.670
Chesterfield	MO	Saint Louis	38 39.974	90 36.650
Chesterfield	MO	Saint Louis	38 37.955	90 33.423
Chesterfield	MO	Saint Louis	38 37.345	90 32.432
Chesterfield	MO	Saint Louis	38 37.061	90 32.221
Chesterfield	MO	Saint Louis	38 37.222	90 30.694
Chesterfield	MO	Saint Louis	38 37.153	90 30.663

ABBREVIATIONS

ADJ	ADJUSTABLE	SF	SQUARE FOOT
APPROX	APPROXIMATE	SHT	SHEET
BCW	BARE COPPER WIRE	SIM	SIMILAR
CAB	CABINET	SS	STAINLESS STEEL
CLG	CEILING	STL	STEEL
CONC	CONCRETE	T/C	TOP OF CONCRETE
COHT	CONTINUOUS	T/M	TOP OF MASONRY
CJ	CONSTRUCTION JOINT	T/S	TOP OF STEEL
DIA	DIAMETER	TYP	TYPICAL
DWG	DRAWING	F.V.	FIELD VERIFY
EGB	EQUIPMENT GROUND BAR	UNO	UNLESS NOTED OTHERWISE
EA	EACH	WWF	WELDED WIRE FABRIC
ELEC	ELECTRICAL	w/	WITH
EL	ELEVATION	BTS	BASE TRANSMISSION STATION
EQ	EQUAL		
EQUIP	EQUIPMENT	PCS	PERSONAL COMMUNICATIONS SERVICES
(E)	EXISTING		
EXT	EXTERIOR	℄	CENTERLINE
FF	FINISHED FLOOR		
GA	GAUGE	℄	PLATE
GALV	GALVANIZED	&	AND
GC	GENERAL CONTRACTOR	•	AT
GRND	GROUND		
LG	LONG		
MAX	MAXIMUM		
MECH	MECHANICAL		
MFR	MANUFACTURER		
MGB	MASTER GROUND BAR		
MIN	MINIMUM		
MTL	METAL		
N.I.C.	NOT IN CONTRACT		
NTS	NOT TO SCALE		
O.C.	ON CENTER		
OPP	OPPOSITE		



The Utilities as shown on this drawing were developed from the information available. This is not implied nor intended to be the complete inventory of utilities in this area. It is the clients/contractors responsibility to verify the location of all utilities (whether shown or not) and protect said utilities from any damage.

ST. CHARLES TOWER WILD HORSE CREEK

SCT# 2007-11

18301 WILD HORSE CREEK ROAD
CHESTERFIELD, MO 63005
ST. LOUIS COUNTY

S/H PROJECT# 706167-1

SYMBOLS AND MATERIALS

	NEW ANTENNA		GROUT OR PLASTER
	EXISTING ANTENNAS		(E)BRICK
	ASPHALT		(E)MASONRY
	CONCRETE		CONCRETE
	ELECTRIC BOX		EARTH
	LIGHT POLE		GRAVEL
	FND. MONUMENT		PLYWOOD
	SPOT ELEVATION		SAND
	REVISION		WOOD CONT.
	GRID REFERENCE		WOOD BLOCKING
	DETAIL REFERENCE		STEEL
	ELEVATION		CENTER LINE
	SECTIONS & DETAILS		PROPERTY LINE
			ELEVATION TAG
			GROUND WIRE
			COAXIAL CABLE

PROFESSIONAL CERTIFICATION

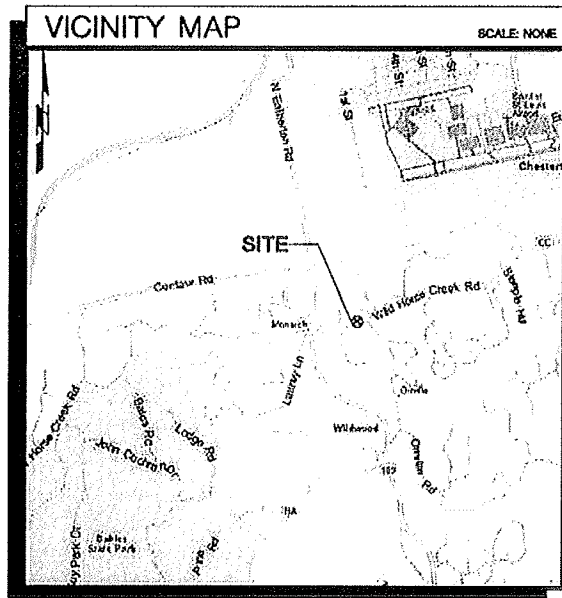
LOCATION PLAN

JURISDICTION: ST. LOUIS COUNTY

ZONING: NU

EXISTING BUILDING EXISTING TOWER RAWLAND

EXISTING WATER TOWER OTHER:



DRIVING DIRECTIONS

FROM SPIRIT OF ST. LOUIS AIRPORT EAST ON EDISON AVE 1.7 MILES. TURN RIGHT (SOUTH) ONTO LONG RD (CHESTERFIELD TOWNSHIP CENTER) TURN RIGHT (WEST) ONTO SR--CC (WILD HORSE CREEK ROAD) 2.7 MILES. SITE IS ON THE RIGHT.

PROJECT SUMMARY

SITE NUMBER: 2007-11

SITE NAME: WILD HORSE CREEK

SITE ADDRESS: 18301 WILD HORSE CREEK ROAD
CHESTERFIELD, MO 63005

TAX ID: 19W-51-0095

FACILITY OCC.: TBD

LEASE AREA: 50' X 50'

EQUIPMENT ENCLOSURE: TBD

CURRENT ZONING: NU

PROPERTY OWNER: ROBERT & ELLEN DISCH
18301 WILD HORSE CREEK ROAD
CHESTERFIELD, MO 63005

PROPERTY CONTACT: CHRIS PURICELLI
(314) 409-3621

APPLICANT: ST. CHARLES TOWER
4 WEST DRIVE
SUITE 110
CHESTERFIELD, MO 63017

A/E FIRM: SHIVE-HATTERY
701 LEE STREET
SUITE 610
DES PLAINES, IL 60016
(847) 298-1193 EXT. 210
JAMES DOWNEY

PROJECT DESCRIPTION

- CARRIER ANTENNAS MOUNTED TO PROPOSED STEALTH MONOPOLE
- EQUIPMENT SHELTER INSTALLED WITHIN NEW COMPOUND/LEASE AREA
- INSTALL CABLES, POWER / TELCO SERVICES AND GROUNDING.

CONTRACTOR SHALL VERIFY ALL PLANS AND EXISTING DIMENSIONS AND CONDITIONS ON THE JOB SITE AND SHALL IMMEDIATELY NOTIFY THE ARCHITECT IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK OR BE RESPONSIBLE FOR SAME.

GPS COORDINATES

LATITUDE: N38° 38' 38.70" *COORDINATES NEED TO BE VERIFIED w/ 2C LETTER WHEN AVAILABLE*

LONGITUDE: W90° 39' 55.30"

ELEVATION AT GRADE: ±708'

SHEET INDEX

SHT. NO.	DESCRIPTION	REV. NO.
Z-1	TITLE SHEET	2
Z-2	SITE PLAN	2
Z-3	COMPOUND PLAN	2
Z-4	ELEVATION	2

APPROVALS

ST. CHARLES TOWER	DATE
PROPERTY OWNER/ OWNERS REP/LESSOR	DATE

ST. CHARLES TOWER
4 WEST DRIVE
SUITE 110
CHESTERFIELD, MO 63017

SHIVE-HATTERY
Cedar Rapids, IA • Iowa City, IA • Des Moines, IA
Moline, IL • Bloomington, IL • Chicago, IL
SHIVE-HATTERY, INC. 701 LEE STREET
DES PLAINES, ILLINOIS 60016
PHONE (847) 298-1193 • FAX (847) 298-1196

PROJECT NO: 706167-0
DRAWN BY: KS
CHECKED BY: JMD

0	8/28/07	CLIENT REVIEW
1	8/30/07	2ND CLIENT REVIEW
2	9/10/07	3RD CLIENT REVIEW

WILD HORSE CREEK
SCT# 2007-11
18257 WILD HORSE CREEK ROAD
CHESTERFIELD, MO 63005
ST. LOUIS COUNTY
85' STEALTH TREE

SHEET TITLE
TITLE SHEET

SHEET NUMBER
Z-1

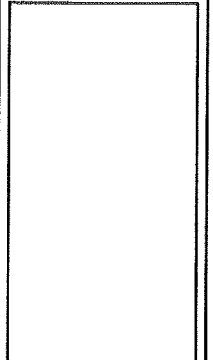
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User: J. C. Shive-Hattery
Date: 09/20/07 10:01:13 AM
Sheet: 10 of 10

ST. CHARLES TOWER

4 WEST DRIVE
SUITE 110
CHESTERFIELD, MO 63017

SHIVE HATTERY
Cedar Rapids, IA • Iowa City, IA • Des Moines, IA
Moline, IL • Bloomington, IL • Chicago, IL
SHIVE-HATTERY, INC. 701 LEE STREET
DES PLAINES, ILLINOIS 60018
PHONE (847) 288-1985 FAX (847) 288-1986

PROJECT NO. 706467-0		
DRAWN BY: KS		
CHECKED BY: JMD		
0	8/28/07	CLIENT REVIEW
1	8/30/07	2ND CLIENT REVIEW
2	9/10/07	3RD CLIENT REVIEW

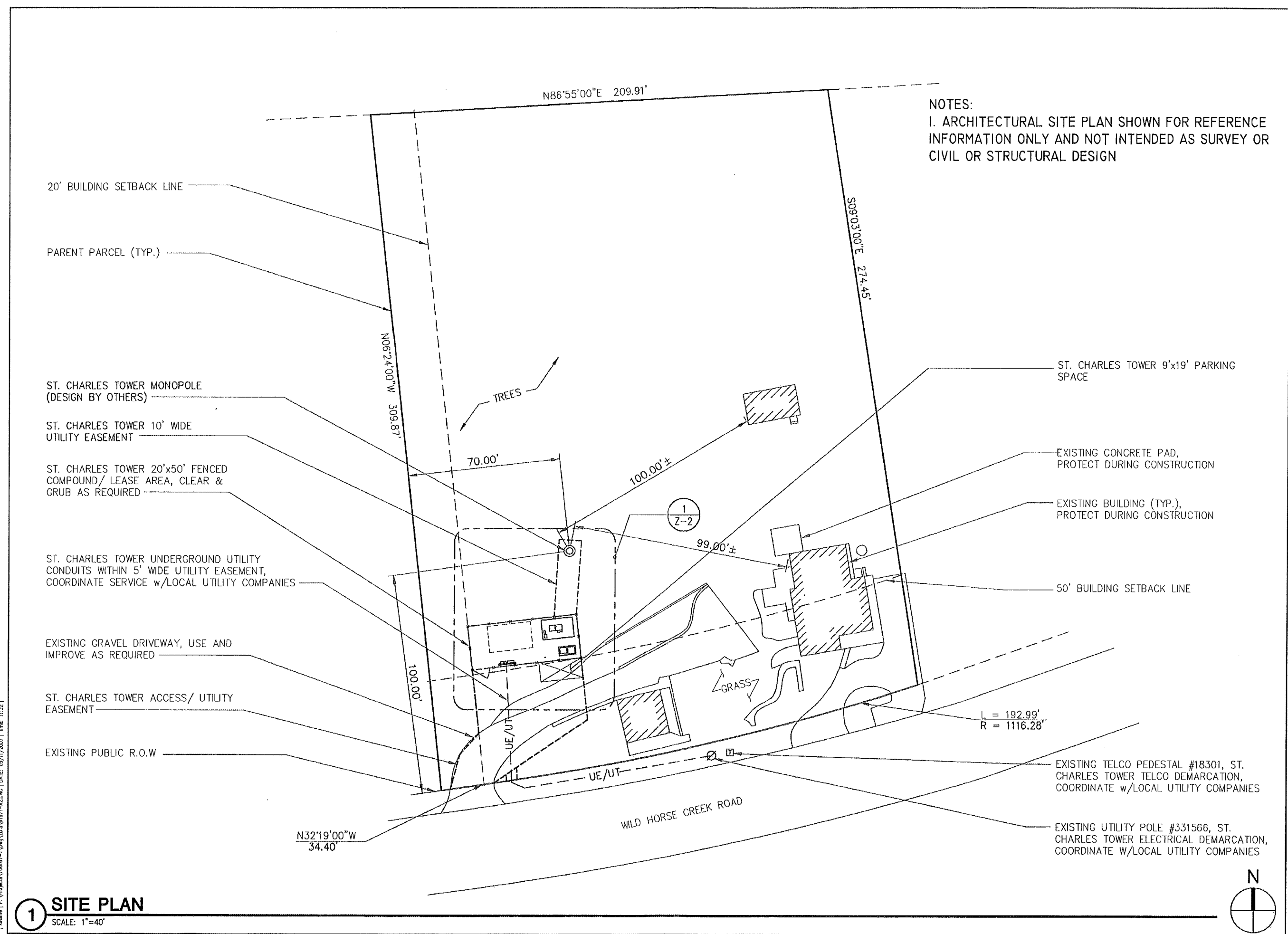


WILD HORSE CREEK
SCT# 2007-11
18257 WILD HORSE CREEK ROAD
CHESTERFIELD, MO 63005
ST. LOUIS COUNTY
85' STEALTH TREE

SHEET TITLE
SITE PLAN

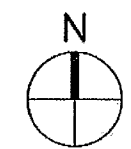
SHEET NUMBER
Z-2

NOTES:
I. ARCHITECTURAL SITE PLAN SHOWN FOR REFERENCE INFORMATION ONLY AND NOT INTENDED AS SURVEY OR CIVIL OR STRUCTURAL DESIGN



Reference File: 61671-TB > 61671-TB.dwg | Issue: 1 | P:\Projects\706467-0\DWG\03\61671-A2.dwg | DATE: 09/11/2007 | TIME: 11:32 |

1 SITE PLAN
SCALE: 1"=40'

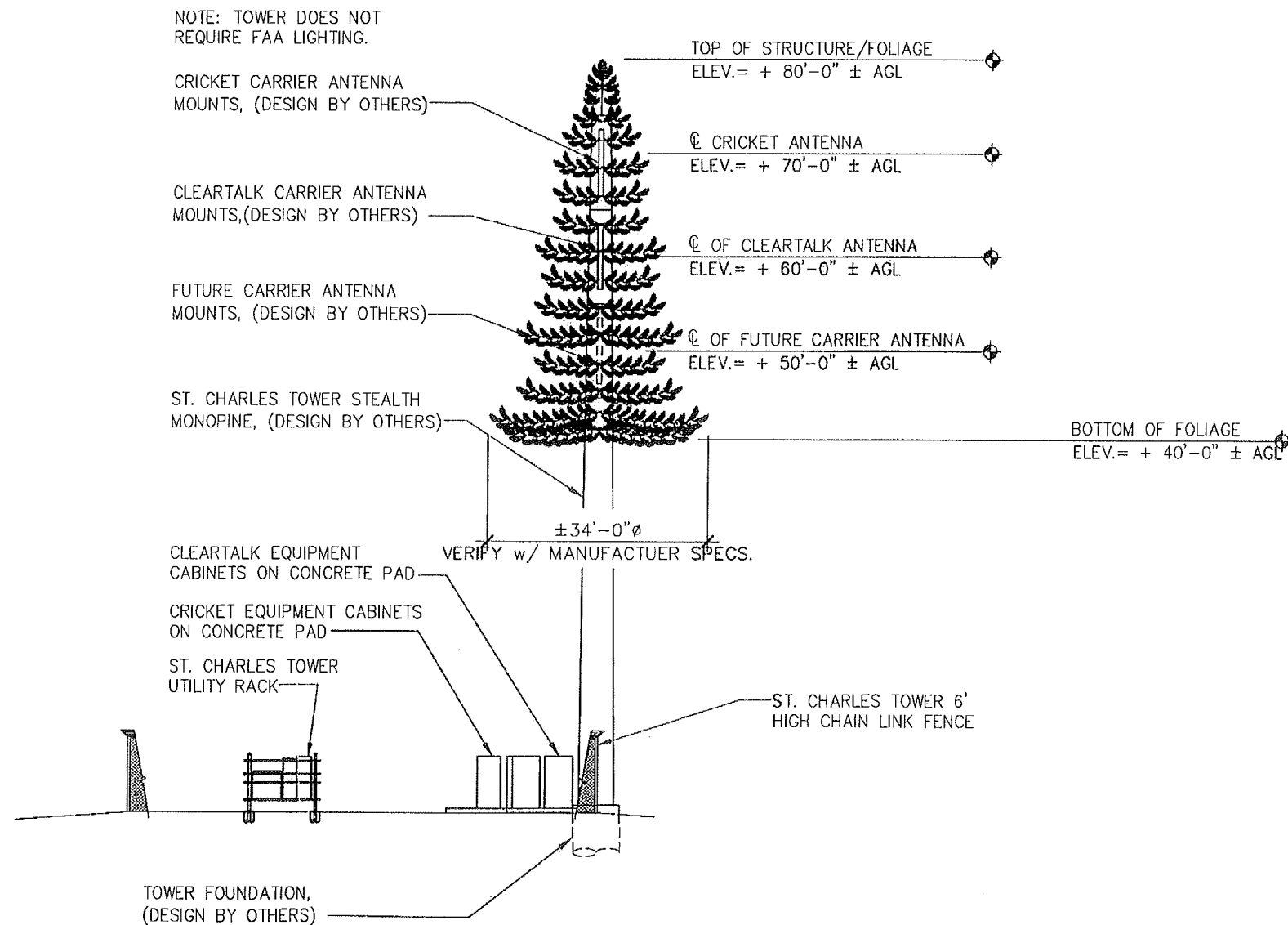


GENERAL NOTES:

SCT-01-NO-01-002

1. ELEVATION IS FOR REFERENCE PURPOSE ONLY. CONTRACTOR SHALL FIELD VERIFY EXISTING CONDITIONS.
2. CONTRACTOR SHALL PERFORM WORK DONE TO OR ON STRUCTURE IN ACCORDANCE WITH PROVIDED STRUCTURAL ANALYSIS SEPARATE FROM SHIVE-HATTERY ENGINEERED DOCUMENTS.
3. ANTENNAS, COAX, SUPPORTS, & ETC. SHALL BE INSTALLED PER MANUFACTURER RECOMMENDATIONS.
4. TOP OF ANTENNAS/STRUCTURE WILL NOT EXTEND BEYOND TOP OF FOLIAGE

NOTES:
 I. ELEVATION SHOWN FOR REFERENCE INFORMATION ONLY AND NOT INTENDED AS OR CIVIL OR STRUCTURAL DESIGN

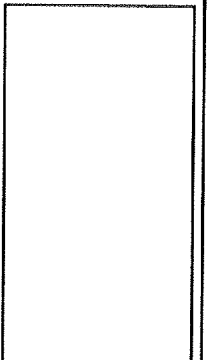


1 ELEVATION
 SCALE: 1/16"=1'-0"

ST. CHARLES TOWER
 4 WEST DRIVE
 SUITE 110
 CHESTERFIELD, MO 63017

SHIVE-HATTERY
 Cedar Rapids, IA • Iowa City, IA • Des Moines, IA
 Moline, IL • Bloomington, IL • Chicago, IL
 SHIVE-HATTERY, INC. 101 LEE STREET
 CHESTERFIELD, MO 63017
 PHONE (647) 284-7863 FAX (647) 284-7868

PROJECT NO: 706167-0	
DRAWN BY: KS	
CHECKED BY: JMD	
0	8/26/07 CLIENT REVIEW
1	8/30/07 2ND CLIENT REVIEW
2	9/10/07 3RD CLIENT REVIEW



WILD HORSE CREEK
 SCT# 2007-11
 18267 WILD HORSE CREEK ROAD
 CHESTERFIELD, MO 63005
 ST. LOUIS COUNTY
 85' STEALTH TREE

SHEET TITLE
ELEVATION

SHEET NUMBER
Z-4

Reference File: 6167-TB > 6167-TB.dwg | Date: 09/11/2007 11:59 |
 Location: P:\Projects\706167-0\DWG\6167-A4.dwg



690 Chesterfield Pkwy W • Chesterfield MO 63017-0760
Phone: 636-537-4000 • Fax 636-537-4798 • www.chesterfield.mo.us

September 12, 2007

Ms. Rachel Anderson, Project Coordinator
St. Charles Tower, Inc.
4 West Drive #110
Chesterfield, MO 63017

Re: Application for Administrative Approval (SCT#2007-11/18301 Wild Horse Creek Road)

Dear Ms. Anderson:

The City of Chesterfield is in receipt of your initial Application for Administrative Approval of August 31, 2007 and the subsequent submittal, received via electronic mail, of September 11, 2007 for a disguised antenna support structure at the above-referenced property and provides the following comments:

1. Section IV. of the application provides your signature as the contract purchaser of the subject site. Please provide proof (copy of sale contract or other legally acceptable instrument) that you (or St. Charles Tower) have legal rights to the subject property.
2. The site plan submitted is not to scale. Staff notes that distances and dimensions are shown, however this information can not be verified. Upon review it appears that these measurements are correct, however a plan with a corrected scale is needed. Please provide.
3. We are in receipt of the Chesterfield Tower Inventory supplied in support of the application. Upon review, please provide the following information in the inventory, per the requirements of Ordinance 1214:
 - The inventory provides does not provide the street location for all structures provided in your inventory. The last 22 structures listed provide no address information.

11. Provide the exact distance of the subject site from Spirit of St. Louis Airport. Please be advised, that structures within a certain distance must provide approvals from the Airport.
12. Provide existing and proposed topographical information based upon U.S.G.S. benchmarks.
13. Provide top of tower and base elevations based upon U.S.G.S. benchmarks, not just relative elevations.

Please provide the requested information/amendments and re-submit to the City of Chesterfield. If you have any questions, feel free to contact me at 636-537-4737 or amccaskill@chesterfield.mo.us

Sincerely,



Annissa G. McCaskill-Clay, AICP
Assistant Director of Planning

Cc: Michael O. Geisel, Director of Planning and Public Works
Robert Heggie, City Attorney
Eric S. Schmitt, Pierre Laclede Center; 7701 Forsyth Boulevard, Suite 400;
Clayton, MO 63105

Chesterfield Tower Inventory

RECEIVED
 SEP 27 2017
 PLANNING
 DEPARTMENT

#	ID	Owner/Occupant	Address	Lat	Long	Structure Height	Structure Type	Antenna Types	Antenna Heights	Ground Space Available	Notes
1	1248893	United States Cellular Co.	101 Public Works Dr	38 39 58.6	90 36 38.2	135 Ft.	Stealth	Stealth	Unknown	No	
2	1030002	New Cingular Wireless Servies	125 Raceway Blvd	38 40 13	90 39 14	102 Ft.	Airport Tower	Flushmount	102	No	
3	None Posted	Unknown	12977 N. Outer 40 St. Charles Tower, Inc.	38 38.380	90 28.722	35 Ft.	Building	Rooftop	35	Unknown-no roof access	
4	1255916		1401 Wilson Rd.	38 38 57.8	90 35 10.5	100 Ft.	Monopine	Stealth	No antennas	Yes	
5	1343548	Spectra Site	14377 Woodlake Dr	38 38 31	90 30 54	44 Ft.	Building	Rooftop	44	Unknown-no roof access	Woodsmill 40 Office Center
6	1343569	Spectra Site	14515 N Outer Forty	38 38 44	90 31 42	39 Ft.	Building	Rooftop	39	Unknown-no roof access	
7	839992	TRM	14528 S Outer Forty Rd	38 39 02	90 33 39	55 Ft.	Building	Rooftop	55	Unknown-no roof access	Mercy Health Center
8	None Posted	Cingular Wireless	14804 Clayton Rd	38 37 3.18	90 32 13.74	60 Ft.	Stealth	Stealth	Unknown	No	
9	1014242	County of St. Lous	14847 Olive Blvd	38 40 18	90 32 17	215 Ft.	Guyed Wire	Flushmount	215, 200, 190, 175	Yes	
10	850184	Cingular Wireless	14847 Olive Blvd	38 40 15	90 32 06	102 Ft.	Lattice	Flushmount and Triangular Platforms	102, 95, 90, 80, 70, 65, 40	No	
11	1235926	St. Louis County Police Dept.	14847 Olive Blvd	38 40 18.3	90 32 16.2	180 Ft.	Lattice	Flush	180,175,170,155, 120, 100, 85	Yes	Emergency System Antennas-no cellular antennas
12	1018153	County of St. Lous	14847 Olive Blvd	38 40 15.0	90 32 06.0	170 Ft.	Monopole	Triangular Platform	170	Yes	
13	1335844	Global Signal	14860 Clayton Rd	38 36 58	90 32 13	80 Ft.	Monopole	Triangular Platform	80	No	
14	1343567	Spectra Site	15400 S. Outer Forty	38 38 58	90 33 01	60 Ft.	Building	Rooftop	60	Unknown-no roof access	
15	1343552	Spectra Site	16141 Swingly Ridge Rd	38 39 16	90 33 39	40 Ft.	Building	Rooftop	40	Unknown-no roof access	Edward Jones
16	1343568	Spectra Site	16216 Baxter Rd	38 38 34	90 34 27	39 Ft.	Building	Rooftop	39	Unknown-no roof access	US Bank

Please note: Some heights were done by a visual inspection and we cannot confirm that they are exact.

Chesterfield Tower Inventory

17	1343553	Spectra Site	16625 Swingley Ridge Rd	38 39 32	90 33 52	168 Ft.	Building	Rooftop	168	Unknown-no roof access	Doubletree Hotel
18	1208794	Cingular Wireless	17259 Wildhorse Creek Rd	38 39 26.6	90 37 0.7	90 Ft.	Stealth	Stealth	Unknown	No	
19	1244742	United States Cellular Co	17529 Wildhorse Creek Rd	38 39 26.9	90 36 59.1	93 Ft.	Stealth	Stealth	Unknown	No	
20	1054418	Crown	17842 Wildhorse Creek Rd	38 38 56	90 38.40	80 Ft.	Monopole	Triangular Platform	80	No	
21	1004462	American Tower	18620 Olive Str Rd	38 40 14	90 39 46	112 Ft.	Lattice	Triangular Platform	112	Yes	
22	1335854	Sprint Sites USA	1968 Baxter Rd	38 38.07	90 33 13	100 Ft.	Ameren Lattice Tower	Triangular Platform	100	Yes	
23	None Posted	Ameren UE	1969 Baxter Rd.	38 37.958	90 33.423	130 Ft.	Ameren Lattice Tower	Triangular Platform	130	Yes	
24	1004765	Crown Castle GT Company LLC	215 Reuther Ln.	38 39 30.2	90 35 35.4	154 Ft.	Lattice	Triangular Platform	154, 144, 134	Yes	
25	822590	Signal Sites	220 Chesterfield Mall	38 39 11	90 33 58	40 Ft.	Building	Rooftop	40	Unknown-no roof access	Chesterfield Mall
26	1343610	Spectra Site	291 Chesterfield Mall	38 39 05	90 34 06	40 Ft.	Building	Rooftop	40	Unknown-no roof access	Chesterfield Mall
27	1028157	American Tower	471 N. Woodsmill	38 40 02.2	90 30 24.8	120 Ft.	Monopole	Triangular Platform	120, 110, 100, 90, 80	Yes	Parkway School
28	None Posted	MO State Hwy Patrol	599 S. Mason	38 38.384	90 28.957	185 Ft.	Lattice	Flushmount	175, 160, 140, 125	Yes	MO Hwy Patrol-No cellular antennas
29	1216414	American Tower	731 Spirit 40 Park-A	38 40 19.9	90 38 30	107 Ft.	Monopole	Triangular Platform	107	Yes	
30	852382	US Cellular	884 Woodsmill Rd.	38 37.525	90 31.059	140 Ft.	Stealth	Stealth	Unknown	Yes	
31	None Posted	Ameren UE	892 Woodsmill Rd.	38 37.618	90 31.041	120 Ft.	Ameren Lattice Tower	Triangular Platform	120	Yes	
32	None Posted	Cingular Wireless	892 Woodsmill Rd.	38 37.579	90 31.051	150 Ft.	Lattice	Satellites & Triangular Platforms	150, 145, 140, 120, 100	Yes	
33	852367	US Cellular	Off Olive Rd	38 39.996	90 39.729	70 Ft.	Monopole	Triangular Platform	70, 60	No	

Please note: Some heights were done by a visual inspection and we cannot confirm that they are exact.



MISSOURI ASSOCIATION OF REALTORS®

This Contract has important legal and tax consequences. If not understood, consult your attorney before signing.

Contract for Sale of Residential Real Estate

This Contract is made between Robert & Ellen Disch ("Seller") and St. Charles Tower, Inc. ("Buyer").

The "Effective Date" shall be the date of final acceptance hereof, as indicated by the date adjacent to the signature of the last party to sign this Contract or the Counter Offer attached hereto (if any).

1. PROPERTY. Seller agrees to sell and convey to Buyer and Buyer agrees to purchase from Seller, the following described real estate (if no legal description is included below, then legal description on Seller's deed(s) to govern, which may be confirmed by the Survey, if any, pursuant to Section 6 below). Such real estate and any other included property set forth below is collectively referred to herein as the "Property." (Check box if legal description attached)

RECEIVED SEP 27 2007 PLANNING DEPARTMENT

18301 Wild Horse Creek Rd. Chesterfield MO 63017 St. Louis
Street Address City State Zip Code County

2. INCLUSIONS AND EXCLUSIONS. Note: This Contract, and not the Seller's Disclosure Statement, multi-listing service or other promotional material, provides for what is included in this sale. To avoid misunderstanding, the parties are urged to list below, as "included" or "excluded", any items which may be subject to question. The Purchase Price and the Property includes all existing improvements on the real estate and all appurtenances, fixtures and equipment (which Seller warrants to convey free and clear), including but not limited to the following (if any):

- Attic and Ceiling Fans
Blinds, Shades, Shutters, Storm Windows, Sashes and Doors, Screens, Awnings
Curtain & Drapery Hardware (only)
Dishwashers & Trash Compactors
Electric Garage Door Opener(s) & Control(s)
Exterior Lighting, Landscaping & Mailbox
Fences (including invisible pet systems, collars and controls)
Fire and Smoke Alarms
Fireplace Equipment and Doors (if attached, including artificial logs)
Floor Coverings (if attached), Tacked Down & Wall to Wall Carpet
Garbage Disposals
Gas Fired Barbecue Grills (Built-in)
Heating, Cooling, Electrical and Plumbing Fixtures & Systems (Built-in)
Humidifier (if attached)
Keys and Remote Entry Controls
Lighting Fixtures
Microwave Ovens (Built-in)
Mirrors (Attached) & all Bathroom Mirrors
Ovens/Ranges and Attachments
Propane Tanks (excluding portable tanks)
Radiator Shields
Satellite Dish(es), Receiver(s), Remote(s)
Security & Alarm Systems
Shelving & Closet Organizers (if attached)
Sprinkler Systems and Controls
TV Antennas (if attached)
Vacuum Systems (Central) & Attachments
Ventilation and Exhaust Fans
Water Heaters, Softeners & Sump Pump
Window Air Conditioning Units
Manuals and written warranties in Seller's possession pertaining to any of the foregoing

The following items are also included in the sale (e.g., list any non-affixed equipment or machinery, household or other personal property):

The following items are excluded from the sale (e.g., list any items which are leased or otherwise not owned by Seller):

3. PURCHASE PRICE.

\$ 1 is the "Purchase Price" for the Property and is to be paid by Buyer as follows: as "Earnest Money" in the form of (check one):

[X] personal check [] cashier's check [] other to be supplied at the time of original delivery hereof as set forth at the Receipt and Acknowledgement following the end of this Contract, and which shall be deposited not later than ten (10) banking days after the Effective Date in an escrow account with Your Home Title, LLC ("Escrow Agent"). Escrow Agent may retain any interest earned on such deposit. If sale is closed, Earnest Money to apply toward the Purchase Price. Buyer shall pay the balance of the Purchase Price by cashier's check or other form of funds acceptable to Closing Agent ("Funds") at Closing.

4. CLOSING. Subject to the terms of this Contract, this sale will be closed (meaning the exchange of the Deed for the Purchase Price, together with all other documents and Funds required by this Contract, the "Closing") at the office of Your Home Title, LLC, 4 West Drive #110 ("Closing Agent") in Chesterfield MO, on December 1, 2007 (the "Closing Date"). City State Month Day

Possession and all keys will be delivered to Buyer at: (check one) [X] Closing or [] other

Note: If possession is to be transferred on a day other than day of Closing or if the Property is tenant occupied, then the parties should complete and attach an appropriate Rider(s). Brokers are not responsible for delivery of keys. It is recommended that Buyer change locks following possession.

Seller warrants that the Property will be vacant as of the time of delivery of possession (except for tenants or others in possession pursuant to any lease or other agreement approved pursuant to this Contract), and in its present condition (together with any improvements or repairs required by this Contract), ordinary wear and tear excepted.

175 or materially damaged, then Seller shall immediately provide written notice to Buyer of any such event, together with copies of any written
176 communications to and from the condemning authority and/or insurer (as the case may be), the amount of proceeds payable, and whether Seller
177 intends to restore, prior to the scheduled Closing Date, the Property to its condition as of the Effective Date. If Seller restores the Property to its
178 prior condition before the scheduled Closing Date, then Buyer and Seller shall proceed with the Closing.

179 If the Property is not to be restored to its prior condition by Seller before the scheduled Closing Date, then Seller shall immediately provide
180 Buyer with a copy of any policy(ies) of insurance, the name and number of the agent for each policy and written authorization (if needed) for
181 Buyer to communicate with the insurer. Buyer may then either: (1) proceed with the transaction and be entitled to all insurance money (and/or
182 condemnation payments and awards), if any, payable to Seller, in which case the amount of any such payments theretofore made to Seller (plus
183 the amount equal to any deductible not covered by insurance) shall be a credit against the Purchase Price otherwise payable by Buyer at Closing,
184 and Seller shall assign to Buyer all remaining claims and rights to or arising out of any such casualty or taking, including the right to conduct any
185 litigation with respect thereto; or (2) rescind the Contract, and thereby release all parties from further liability hereunder, in which case the
186 Earnest Money shall be returned to Buyer. Buyer shall give written notice of Buyer's election to Seller within 10 days after Buyer has received
187 written notice of such damage or destruction and the aforesaid insurance information, and Closing will be extended accordingly, if required (i.e.,
188 if such information is not received by Buyer more than 10 days prior to the date scheduled for Closing). Seller shall not settle any claim
189 regarding a taking of any part of the Property by eminent domain or condemnation prior to the Closing (or earlier termination of this Contract)
190 without the prior written approval of Buyer, which approval shall not be unreasonably withheld, conditioned or delayed. Failure by Buyer to so
191 notify Seller shall constitute an election to rescind this Contract. A rescission hereunder does not constitute a default by Seller. If Buyer elects to
192 proceed to Closing and Seller has agreed to finance a part of the Purchase Price, then Buyer must use any insurance proceeds to restore the
193 improvements. The provisions of this Section shall survive Closing.

194 **10. ADJUSTMENTS AND CLOSING COSTS.** Adjustments, charges and Closing costs are agreed to be paid by the parties with sufficient
195 Funds to satisfy their respective obligations hereunder, as of the date of Closing (subject to current FHA and VA regulations and except as may
196 otherwise be expressly set forth herein or in a Rider hereto). Such matters and the following proration shall be itemized on a closing statement
197 prepared by Closing Agent and executed by Buyer and Seller at or prior to Closing (the "Closing Statement"), together with all other documents
198 required of them pursuant to this Contract and/or customarily required by Closing Agent to complete the Closing. The parties hereby specifically
199 permit the involved Broker(s) to obtain and retain copies of both Buyer's and Seller's Closing Statements as required by 20 CSR 2250-8.150.

200 **Buyer shall pay for (where applicable):** (a) hazard insurance premium(s) from and after Closing; (b) flood insurance premium if required by
201 lender; (c) fees for the Survey or any appraisal ordered by or for Buyer; (d) title company charges (including Closing, recording and escrow fees)
202 customarily paid by a buyer in the County where the Property is located; (e) charges imposed by lender (e.g., appraisal and credit report fees,
203 loan discount "points", loan origination or funding fees and other loan expenses), unless specifically agreed to be paid by Seller; (f) building,
204 termite, environmental and any other inspections ordered by Buyer; (g) special taxes, special subdivision and any other owner association
205 assessments ("Special Assessments") levied after Closing; (h) the value of any propane gas left in any propane tank at the Property (based on
206 current market rate charged by supplier); (i) agreed upon repairs; (j) applicable municipal occupancy permit fee; and (k) any commission or other
207 compensation due from Buyer to the Broker(s).

208 **Seller shall pay for (where applicable):** (a) existing liens (recorded and unrecorded) and existing loans on the Property (if not assumed by
209 Buyer); (b) expenses of Buyer's loan agreed to by Seller in Section 5; (c) title company charges (including Closing, releasing and escrow fees)
210 customarily paid by a seller in the County where the Property is located; (d) required municipal, conservation district and fire district inspection
211 fees; (e) so-called "one-time" Special Assessments levied before Closing; (f) security deposits and prepaid rents and expenses held by Seller (to
212 be credited to Buyer at Closing); (g) agreed upon repairs; and (h) any commission or other compensation due from Seller to the Broker(s).

213 **Buyer and Seller shall prorate and adjust between them on the basis of 30 days to the month as of the date of Closing (Seller to pay for**
214 **day of Closing):** (a) current rents (Seller to receive rent for day of Closing), with rents delinquent over 30 days to be collected by Seller and not
215 adjusted; (b) general taxes (based on assessment and rate for current year, if both are available, otherwise based on previous year);
216 (c) installments of Special Assessments becoming due during the calendar year of Closing; (d) subdivision upkeep assessments and monthly
217 association fee; (e) interest (if Buyer assumes an existing loan per Section 5 above); (f) flat rate utility charges (including water, sewer and trash);
218 and (g) boat dock fees.

219 **11. BINDING EFFECT/ASSIGNABILITY/SECTION 1031 EXCHANGE.** This Contract is binding on and shall inure to the benefit of the
220 parties and their respective heirs, successors and permitted assigns. Buyer may not assign this Contract without the written consent of Seller if:
221 (a) Seller is taking back a note and deed of trust as part of the Purchase Price, or (b) Buyer is assuming the existing note. Assignment does not
222 relieve the parties from their obligations under this Contract. The parties acknowledge that Buyer may desire to acquire, and/or Seller may desire
223 to sell, the Property as part of a like-kind exchange ("Exchange") pursuant to §1031 of the Internal Revenue Code (the "Code"). Each party
224 agrees to cooperate with the other and its qualified intermediary/ third-party facilitator in connection with any such Exchange, provided however,
225 in no event shall Closing hereunder be delayed or affected by reason of an Exchange, nor shall consummation of an Exchange be a condition
226 precedent or subsequent to any obligations of the parties under this Contract. No party shall be required to incur any cost or expense, or to
227 acquire or hold title to any real property, for purposes of consummating an Exchange at the request of another party (the "Requesting Party").
228 In addition, no party shall, by this Contract or acquiescence to an Exchange by a Requesting Party, have its rights or obligations hereunder
229 affected in any manner, or be deemed to have warranted to a Requesting Party that such Exchange in fact complies with the Code. A Requesting
230 Party shall reimburse each other party for any cost or expense incurred by such non-requesting party with respect to an Exchange.

231 **12. ENTIRE AGREEMENT/MODIFICATION.** This Contract and any Rider(s) or other attachments hereto (if any) constitute the entire
232 agreement between the parties hereto concerning the Property. There are no other understandings, written or oral, relating to the subject matter
233 hereof. This Contract may not be changed, modified or amended, in whole or in part, except in writing signed by all parties.

234 **13. DEFAULT/REMEDIES.** If either party defaults in the performance of any obligation under this Contract, the party claiming a default
235 shall notify the other party in writing of the nature of the default and the party's election of remedy. The notifying party may, but is not required
236 to, provide the defaulting party with a deadline for curing the default. Following a default by either Seller or Buyer, the other party shall have the
237 following remedies:

238 **A. Seller Defaults.** If Seller defaults, Buyer may: (1) specifically enforce this Contract and recover damages suffered by Buyer as a result
239 of the delay in the acquisition of the Property; (2) terminate this Contract by written notice to Seller, and agree to release Seller from liability
240 upon Seller's release of the Earnest Money and reimbursement to Buyer for all actual costs and expenses incurred by Buyer (and which are to be
241 specified in Buyer's notice of default) as liquidated damages and as Buyer's sole remedy (the parties recognizing that it would be extremely

difficult, if not impossible, to ascertain the extent of actual damages caused by Seller's breach, and that return of the Earnest Money plus all actual costs and expenses incurred by Buyer represents as fair an approximation of such actual damages as the parties can now determine); or (3) pursue any other remedy and damages available at law or in equity. If Buyer elects to terminate this Contract, the Earnest Money, less any expenses incurred by or on behalf of Buyer, shall be returned to Buyer. Buyer's release of Seller shall not relieve Seller's liability (if any) to the Broker assisting Seller pursuant to any listing or other brokerage service agreement between them.

B. Buyer Defaults. If Buyer defaults, Seller may: (1) specifically enforce this Contract and recover damages suffered by Seller as a result of the delay in the sale of the Property; (2) terminate this Contract by written notice to Buyer, and retain the Earnest Money as liquidated damages and as Seller's sole remedy (the parties recognizing it would be extremely difficult, if not impossible, to ascertain the extent of actual damages caused by Buyer's breach, and that the Earnest Money represents as fair an approximation of such actual damages as the parties can now determine); or (3) pursue any other remedy and damages available at law or in equity. If Earnest Money is retained by Seller as liquidated damages, any right or interest of the Broker assisting Seller with respect thereto shall be as set forth in the listing or other brokerage service agreement entered into between them.

14. PREVAILING PARTY. In the event of any litigation between the parties pertaining to this Contract, the prevailing party shall be entitled to recover, in addition to any damages or equitable relief, the costs and expenses of litigation, including court costs and reasonable attorney fees. The provisions of this Section shall survive Closing or any termination of this Contract.

15. SELLER'S DISCLOSURE STATEMENT. (check one)

A. Buyer confirms that before signing this offer to purchase, Buyer has received a completed Seller's Disclosure Statement for this Property. The Seller's Disclosure Statement is not a substitute for any inspection that Buyer may wish to obtain. Buyer is advised to address any concerns Buyer may have about information in the Seller's Disclosure Statement by use of conditions to performance under this Contract.

B. Seller agrees to provide Buyer with a Seller's Disclosure Statement within 1 day after the Effective Date. Buyer shall have 3 days after delivery of the Disclosure Statement to review said disclosure, or to deliver written notice of termination to Seller if this Contract is to be terminated, in which case the Earnest Money shall be returned to Buyer. If Buyer does not timely deliver notice of termination to Seller, then Buyer shall be deemed to have accepted the Disclosure Statement without objection.

C. No Seller's Disclosure Statement will be provided by Seller.

Seller confirms that the information in the Seller's Disclosure Statement (if any) is (or when delivered will be) accurate, to the best of Seller's knowledge, as of the Effective Date of this Contract. Seller will fully and promptly disclose in writing to Buyer any new information pertaining to the Property that is discovered by or made known to Seller at any time prior to Closing and constitutes an adverse material fact or would make any existing information set forth in the Seller's Disclosure Statement false or materially misleading.

16. LEAD-BASED PAINT DISCLOSURE. Buyer has reviewed and signed, if required by law, a Disclosure of Information of Lead-Based Paint and/or Lead-Based Paint Hazards form.

17. FINAL WALK-THROUGH. Buyer, its representatives and any inspector whose report prompted a request for repairs, shall have the right to enter and "walk-through" and verify the condition of the Property. Seller will arrange, at Seller's expense, to have all utilities turned on during the Inspection Period and during this "walk-through" (unless utilities have been transferred to Buyer). If the Property is then vacant, Buyer shall have the right to have the utilities transferred to Buyer within ____ days (4 days if none stated) prior to Closing. This "walk-through" is not for the purpose of conducting any new inspection, but only for Buyer to confirm that: (1) the Property is in the same general condition as it was on the Effective Date; and (2) repairs agreed upon (if any) are completed in a workmanlike manner. Waiver of any inspection does not waive the right to a "walk-through". Closing does not relieve Seller of any obligation to complete any repairs agreed upon or required by this Contract.

18. SIGNATURES. This Contract may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. For purposes of executing this Contract, a document signed and transmitted by facsimile machine or a scanned image, such as a pdf, via e-mail is to be treated as an original document.

19. GOVERNING LAW/ CONSTRUCTION. This Contract shall be construed in accordance with the laws of the State of Missouri, including the requirement to act in good faith. The terms "Seller" and "Buyer" may be either singular or plural masculine, feminine or neuter gender, according to whichever is evidenced by the signatures below. Section captions in this Contract are intended solely for convenience of reference and will not be deemed to modify, place any restriction upon, or explain any provisions of this Contract. If any one or more provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such invalidity, illegality or unenforceability shall not be deemed to terminate this Contract or to affect any other provision hereof, but rather this Contract shall, to the fullest extent permitted by law, remain in full force and effect and be construed as if such invalid, illegal or unenforceable provision(s) had never been contained herein; provided, however, that such provision(s) may be referred to in order to determine the intent of the parties.

20. NOTICES. Any notice, consent, approval, request, waiver, objection or other communication (collectively, "Notices") required under this Contract to be delivered to Seller shall be in writing and shall be deemed to have been delivered to Seller upon delivery thereof to the Broker (or any of its affiliated licensees) assisting Seller, whether as a limited agent pursuant to a listing contract, or as a designated agent (if any) acting on behalf of Seller, or as a dual agent or transaction broker. Likewise, any Notice to be delivered to Buyer shall be in writing and shall be deemed delivered to Buyer upon delivery thereof to the Broker (or any of its affiliated licensees) assisting Buyer, whether as a limited agent pursuant to a buyer's agency agreement, or as a designated agent (if any) acting on behalf of Buyer, or as a dual agent or transaction broker. Refusal to accept service of a Notice shall constitute delivery of the Notice.

21. RIDERS. The following are attached and incorporated herein as part of this Contract: (check all that apply)

- Nonconventional Financing _____ Dispute Resolution _____ Contract Conditions _____
- Other _____ Other _____ Other _____

22. SPECIAL AGREEMENTS.

This contract is contingent upon the following: septic system & well inspection, title, survey, Phase 1 Assessment, building inspection, and review of seller disclosure statement.

23. PRINCIPAL(S) INVOLVED. (check one, neither or both, as applicable)

- Seller Buyer is a licensed real estate broker or salesperson and is a principal party in this transaction.

Reference (e.g., Seller & Buyer) M/M ROBERT DISCH / ST. CHARLES TOWER, INC

24. SOURCE(S) OF BROKER(S) COMPENSATION OR COMMISSION. (check one, neither or both, as applicable)

Seller Buyer

Seller and Buyer each represent and warrant to the other and to the Broker(s), that the Broker(s) identified in the Brokerage Relationship Section below is (are) the only real estate broker(s) involved in this sale.

25. BROKERAGE RELATIONSHIP. By signing below, Buyer and Seller confirm their receipt of the Broker Disclosure Form prescribed by the Missouri Real Estate Commission, and that disclosure of the undersigned licensee(s) brokerage relationship, as required by law or regulation, was made to the Seller and/or Buyer or their respective agents and/or transaction brokers (as the case may be), by said undersigned licensee(s), no later than the first showing of the Property, upon first contact, or immediately upon the occurrence of any change to their relationship.

Licensee assisting Buyer is a: (Check appropriate box)

- Buyer's Limited Agent (acting on behalf of Buyer).
- Seller's Limited Agent (acting on behalf of Seller).
- Dual Agent (acting on behalf of both Buyer and Seller).
- Designated Agent (designated to act on behalf of Buyer).
- Transaction Broker Assisting Buyer (not acting on behalf of either Buyer or Seller).
- Subagent of Seller (acting on behalf of Seller)

Licensee assisting Seller is a: (Check appropriate box)

- Buyer's Limited Agent (acting on behalf of Buyer).
- Seller's Limited Agent (acting on behalf of Seller).
- Dual Agent (acting on behalf of both Seller and Buyer).
- Designated Agent (designated to act on behalf of Seller).
- Transaction Broker Assisting Seller (not acting on behalf of either Seller or Buyer).

By signing below, the licensee(s) confirm making timely disclosure of its brokerage relationship to the appropriate parties.

Broker's Firm Assisting Buyer (and MLS ID No., if required) N/A

By (Signature) [Signature]

Licensee's Printed Name: Christopher Purcell

Date: 8/17/07

Broker's Firm Assisting Seller (and MLS ID No., if required) RE/MAX SUBURBAN

By (Signature) [Signature]

Licensee's Printed Name: ROBERT A. JACKSON

Date: 8/17/07

26. FRANCHISE DISCLOSURE. Although one or more of the Brokers may be a member of a franchise, the franchisor is not responsible for the acts of said Broker(s).

27. SALES INFORMATION. Permission is hereby granted by Seller and Buyer for the Broker(s) to provide, effective as of and after the Closing, sales information of this transaction, including Purchase Price and Property address, to any multi-listing service, local Association or Board of REALTORS®, its members, member's prospects, appraisers and other professional users of real estate data.

28. FOREIGN INVESTMENT. Seller represents that it is not a foreign person as described in the Foreign Investment in Real Property Tax Act (26 U.S.C. §1445) and agrees to deliver a certificate at Closing to that effect which contains Seller's tax identification number.

29. ANTI-TERRORISM. Each party hereto represents and warrants to each other party and to the Broker(s), that such party is not, and is not acting, directly or indirectly, for or on behalf of any person or entity, named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224), or with whom you are prohibited to do business with under anti-terrorism laws.

30. ACCEPTANCE DEADLINE. Buyer's offer to purchase the Property from Seller shall automatically expire if Seller has not accepted this Contract, by signing and delivering a fully-executed copy to Buyer, on or before the earlier of: (1) Buyer's delivery of written notice to Seller that this offer to purchase is withdrawn, or (2) August 21, 2007, at 12 p.m.

31. TIME IS OF THE ESSENCE. Time is of the essence in the performance of the obligations of the parties under this Contract. All references to a specified time shall mean Central Time. With the exception of the term "banking days," as used herein, a "day" is defined as a 24-hour calendar day, seven (7) days per week.

[Signature] 8/17/07
BUYER DATE

SELLER REJECTS OFFER (Initial) _____

SELLER COUNTER-OFFERS (Initial) R.A. J

Counter Offer form MSC-2040, which amends the terms of this Contract, is attached and incorporated into this Contract.

By signing below Seller indicates that Seller has ACCEPTED this Contract

SELLER DATE and TIME

SELLER DATE and TIME

RECEIPT AND ACKNOWLEDGEMENT

Receipt of Earnest Money is acknowledged by the undersigned and will be delivered to Escrow Agent for deposit as set forth above.

By (Signature) _____

Licensee's Printed Name: _____

Date: _____

Approved by legal counsel for use exclusively by current members of the Missouri Association of Realtors, P.O. Box 1327, Columbia, Missouri 65205. No warranty is made or implied as to the legal validity or adequacy of this Contract, or that it complies in every respect with the law or that its use is appropriate for all situations. Local law, customs and practice, and differing circumstances in each transaction, may each dictate that amendments to this Contract be made. Last Revised 11/10/06. All prior versions are no longer valid.

Reference _____

Counter-Offer # _____

42 (g) Other agreements or contingencies/conditions (specify form no. and caption, if applicable):
 43 SELLER SHALL HAVE THE RIGHT TO RENT BACK
 44 HOME ON A MONTH TO MONTH BASIS FOR 7 MONTHS
 45 AFTER CLOSING HEREIN, FOR 1 PER MONTH,
 46 _____
 47 _____
 48 _____
 49 _____

50 4. TIME FOR ACCEPTANCE. This Counter Offer must be accepted by the Counter-Offeree, by signing and
 51 delivering a fully executed copy to Counter-Offeree, on or before AUGUST 21, 2007, at NOON
 52 _____ m. (the "Acceptance Deadline"); otherwise, it shall be considered withdrawn. Except as modified above
 53 in this Counter Offer, the parties accept and agree to all terms and conditions of the above Contract, all of
 54 which are hereby fully incorporated herein by this reference. The use of any capitalized terms not otherwise
 55 defined herein shall be given the same meaning as set forth in the Contract. In the event of any inconsistency
 56 between the terms set forth herein and the terms set forth in the Contract, the terms set forth herein shall
 57 control. Until this Counter Offer has been accepted, the parties understand that Counter-Offeree may
 58 withdraw this Counter Offer to buy or sell the Property, by delivering written notice thereof to Counter-Offeree.

59 Robert D. Dish _____ Date 8/19/07
 60 (Signature of Counter-Offeree)

61 Seller _____ Buyer ("Counter-Offeree")
 62 Ellen C. Dish _____ Date 8/19/07
 63 (Signature of Counter-Offeree)

64 Seller _____ Buyer ("Counter-Offeree")

65 5. ACCEPTANCE/ REJECTION OF (OR NEW) COUNTER OFFER. (sign or initial as applicable)
 66 Accept. By signing below, the undersigned (the "Counter-Offeree") agree to the modification(s) or additional
 67 term(s) and condition(s) contained in this Counter Offer, and hereby accept the Contract, as modified by this
 68 Counter Offer, including all attached Riders (if any), and acknowledge receipt of a copy hereof.

69 _____ Date _____ Time _____ m.
 70 (Signature of Counter-Offeree)

71 _____ Seller _____ Buyer (Counter-Offeree)
 72 _____ Date _____ Time _____ m.

73 (Signature of Counter-Offeree)

74 _____ Seller _____ Buyer (Counter-Offeree)

75 Reject or New Counter Offer. By initialing below, the Counter-Offeree(s) do not agree to the modification(s) or
 76 additional term(s) and condition(s) contained in this Counter Offer, but either reject the same or make a new
 77 Counter Offer (initial one, as applicable).

78 _____ Reject (Initial). Counter-Offeree(s) reject this Counter Offer, and acknowledge receipt of a
 79 copy hereof.

80 _____ New Counter Offer (Initial). Counter-Offeree(s) acknowledge receipt of a copy hereof and
 81 hereby make a new Counter Offer. Counter Offer # _____, which amends the terms of the Contract, is
 82 attached and incorporated into the Contract.

Approved by legal counsel for use exclusively by members of the Missouri Association of Realtors, P. O. Box 1327, Columbia, Missouri 65205. No warranty is made or implied as to the legal validity or adequacy of this Counter Offer, or that it complies in every respect with the law or that its use is appropriate for all situations. Local law, customs and practice, and differing circumstances in each transaction, may each dictate that amendments to this Counter Offer be made. Last Revised 6/14/06. All previous versions of this document are no longer approved.



MISSOURI ASSOCIATION OF REALTORS®

Counter Offer # 2

This document has legal consequences. If you do not understand it, consult your attorney.

1 This Counter Offer is part of an offer to buy or sell the Property. The terms of this Counter Offer
2 supersede and replace only those terms of the Contract (the initial offer plus any attached Riders)
3 described below, and together with all remaining unchanged terms of the Contract, constitute a new offer
4 to purchase or sell the subject Property. If this Counter Offer is not acceptable to you, and you desire to
5 continue negotiations, you should prepare a NEW Counter Offer form or Contract and applicable Riders.
6 If another Counter Offer is made, that form must include ALL changes being made. The final "accepted"
7 Counter Offer form, together with the Contract and all Riders attached thereto, will constitute the final
8 agreement between the parties regarding the subject Property. Any previously rejected Counter Offer or
9 unaccepted Contract shall not become a part of the final agreement between the parties.

10 1. COUNTER OFFEROR. This Counter Offer is originated by (check one): Seller Buyer ("Counter Offeror")

11 2. PARTIES/PROPERTY. This Counter Offer between the parties concerns the Property described below.

12 Seller: Robert + Ellen Disch

13 Buyer: St. Charles Tower Inc.

14 Property commonly described as: 18301 Wild Horse Creek Rd.
15 Chesterfield, MO 63005

17 3. CHANGED TERMS. Acceptance of the above-described Contract is subject to the following changed
18 agreements and/or contingencies/conditions (only terms that are changing should be specified):

- 19 (a) Purchase price shall be _____
- 20 (b) Earnest Money deposit shall be _____
- 21 (c) Closing date shall be _____

22 Check the following (d-f) only if applicable:

23 (d) MSC-2010 Rider A - Financing Agreements, changed as follows (Note: This Rider is not applicable to
24 COM-2000 unless a government sponsored loan is involved.):

25
26
27
28
29
30 (e) MSC-2020 Rider B - Contract Conditions, changed as follows:

31 add paragraph 7

32 delete paragraph 22

33
34
35
36 (f) MSC-2030 - Dispute Resolution Rider, changed as follows:

37
38
39
40
41

42 (g) Other agreements or contingencies/conditions (specify form no. and caption, if applicable):
43
44 Seller shall have the right to rent back home on a
45 1 month to month basis for 7 months after closing
46 herein, for \$ 1 month.
47
48
49

50 4. TIME FOR ACCEPTANCE. This Counter Offer must be accepted by the Counter-Offeree, by signing and
51 delivering a fully executed copy to Counter-Offeree, on or before AUGUST 22, 2007, at 12pm
52 _____ m. (the "Acceptance Deadline"); otherwise, it shall be considered withdrawn. Except as modified above
53 in this Counter Offer, the parties accept and agree to all terms and conditions of the above Contract, all of
54 which are hereby fully incorporated herein by this reference. The use of any capitalized terms not otherwise
55 defined herein shall be given the same meaning as set forth in the Contract. In the event of any inconsistency
56 between the terms set forth herein and the terms set forth in the Contract, the terms set forth herein shall
57 control. Until this Counter Offer has been accepted, the parties understand that Counter-Offeree may
58 withdraw this Counter Offer to buy or sell the Property, by delivering written notice thereof to Counter-Offeree.

59 [Signature] Date 8/20/07
60 (Signature of Counter-Offeree)

61 _____ Seller Buyer ("Counter-Offeree")
62 _____ Date _____

63 (Signature of Counter-Offeree)
64 _____ Seller _____ Buyer ("Counter-Offeree")

65 5. ACCEPTANCE/ REJECTION OF (OR NEW) COUNTER OFFER. (sign or initial as applicable)
66 Accept. By signing below, the undersigned (the "Counter-Offeree") agree to the modification(s) or additional
67 term(s) and condition(s) contained in this Counter Offer, and hereby accept the Contract, as modified by this
68 Counter Offer, including all attached Riders (if any), and acknowledge receipt of a copy hereof.

69 _____ Date _____ Time _____ m.
70 (Signature of Counter-Offeree)

71 _____ Seller _____ Buyer (Counter-Offeree)

72 _____ Date _____ Time _____ m.
73 (Signature of Counter-Offeree)

74 _____ Seller _____ Buyer (Counter-Offeree)

75 Reject or New Counter Offer. By initialing below, the Counter-Offeree(s) do not agree to the modification(s) or
76 additional term(s) and condition(s) contained in this Counter Offer, but either reject the same or make a new
77 Counter Offer (initial one, as applicable).

78 _____ Reject (Initial). Counter-Offeree(s) reject this Counter Offer, and acknowledge receipt of a
79 copy hereof.

80 _____ New Counter Offer (Initial). Counter-Offeree(s) acknowledge receipt of a copy hereof and
81 hereby make a new Counter Offer. Counter Offer # _____, which amends the terms of the Contract, is
82 attached and incorporated into the Contract.

Approved by legal counsel for use exclusively by members of the Missouri Association of Realtors, P. O. Box 1327, Columbia, Missouri 65205. No warranty is made or implied as to the legal validity or adequacy of this Counter Offer, or that it complies in every respect with the law or that its use is appropriate for all situations. Local law, customs and practice, and differing circumstances in each transaction, may each dictate that amendments to this Counter Offer be made. Last Revised 8/14/06. All previous versions of this document are no longer approved.

Reference _____

Counter-Offer # _____

42 (g) Other agreements or contingencies/conditions (specify form no. and caption, if applicable):
 43 SELLER SHALL HAVE THE RIGHT TO RENT
 44 BACK THE HOME ON A MONTH TO MONTH BASIS
 45 FOR 7 MONTHS AFTER CLOSING HEREIN, FOR
 46 A MONTH.

47 _____
 48 _____
 49 _____

50 4. TIME FOR ACCEPTANCE. This Counter Offer must be accepted by the Counter-Offeree, by signing and
 51 delivering a fully executed copy to Counter-Offeree, on or before 8/23, 2007, at 12 PM
 52 _____ m. (the "Acceptance Deadline"); otherwise, it shall be considered withdrawn. Except as modified above
 53 in this Counter Offer, the parties accept and agree to all terms and conditions of the above Contract, all of
 54 which are hereby fully incorporated herein by this reference. The use of any capitalized terms not otherwise
 55 defined herein shall be given the same meaning as set forth in the Contract. In the event of any inconsistency
 56 between the terms set forth herein and the terms set forth in the Contract, the terms set forth herein shall
 57 control. Until this Counter Offer has been accepted, the parties understand that Counter-Offeree may
 58 withdraw this Counter Offer to buy or sell the Property, by delivering written notice thereof to Counter-Offeree.

59 _____ Date 8/22/07

60 (Signature of Counter-Offeree)
 61 _____ Seller Buyer ("Counter-Offeree")

62 _____ Date _____

63 (Signature of Counter-Offeree)
 64 _____ Seller _____ Buyer ("Counter-Offeree")

65 5. ACCEPTANCE/ REJECTION OF (OR NEW) COUNTER OFFER. (sign or initial as applicable)
 66 Accept. By signing below, the undersigned (the "Counter-Offeree") agree to the modification(s) or additional
 67 term(s) and condition(s) contained in this Counter Offer, and hereby accept the Contract, as modified by this
 68 Counter Offer, including all attached Riders (if any), and acknowledge receipt of a copy hereof.

69 Robert Dusch Date 8/22/07 Time 7 p. m.

70 (Signature of Counter-Offeree)
 71 Seller _____ Buyer (Counter-Offeree)

72 Robert Dusch Date 8/22/07 Time 7 p. m.

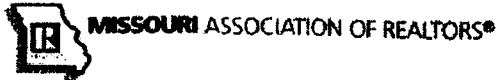
73 (Signature of Counter-Offeree)
 74 Seller _____ Buyer (Counter-Offeree)

75 Reject or New Counter Offer. By initialing below, the Counter-Offeree(s) do not agree to the modification(s) or
 76 additional term(s) and condition(s) contained in this Counter Offer, but either reject the same or make a new
 77 Counter Offer (initial one, as applicable).

78 _____ Reject (Initial). Counter-Offeree(s) reject this Counter Offer, and acknowledge receipt of a
 79 copy hereof.

80 _____ New Counter Offer (Initial). Counter-Offeree(s) acknowledge receipt of a copy hereof and
 81 hereby make a new Counter Offer. Counter Offer # #, which amends the terms of the Contract, is
 82 attached and incorporated into the Contract.

Approved by legal counsel for use exclusively by members of the Missouri Association of Realtors, P. O. Box 1327, Columbia, Missouri 65205. No warranty is made or implied as to the legal validity or adequacy of this Counter Offer, or that it complies in every respect with the law or that its use is appropriate for all situations. Local law, customs and practice, and differing circumstances in each transaction, may each dictate that amendments to this Counter Offer be made. Last Revised 6/14/06. All previous versions of this document are no longer approved.



Counter Offer # 4

This document has legal consequences. If you do not understand it, consult your attorney.

1 This Counter Offer is part of an offer to buy or sell the Property. The terms of this Counter Offer
2 supersede and replace only those terms of the Contract (the initial offer plus any attached Riders)
3 described below, and together with all remaining unchanged terms of the Contract, constitute a new offer
4 to purchase or sell the subject Property. If this Counter Offer is not acceptable to you, and you desire to
5 continue negotiations, you should prepare a NEW Counter Offer form or Contract and applicable Riders.
6 If another Counter Offer is made, that form must include ALL changes being made. The final "accepted"
7 Counter Offer form, together with the Contract and all Riders attached thereto, will constitute the final
8 agreement between the parties regarding the subject Property. Any previously rejected Counter Offer or
9 unaccepted Contract shall not become a part of the final agreement between the parties.

10 1. COUNTER OFFEROR. This Counter Offer is originated by (check one): Seller Buyer ("Counter Offeror")

11 2. PARTIES/PROPERTY. This Counter Offer between the parties concerns the Property described below.

12 Seller: ROBERT & ELLEN DISCH
13 Buyer: ST. CHARLES TOWER, INC.
14 Property commonly described as: 18301 WILD HORSE CREEK RD,
15 CHESTERFIELD, MO 63005
16 _____

17 3. CHANGED TERMS. Acceptance of the above-described Contract is subject to the following changed
18 agreements and/or contingencies/conditions (only terms that are changing should be specified):

- 19 (a) Purchase price shall be _____
- 20 (b) Earnest Money deposit shall be _____
- 21 (c) Closing date shall be _____

22 Check the following (d-f) only if applicable:

23 (d) MSC-2010 Rider A - Financing Agreements, changed as follows (Note: This Rider is not applicable to
24 COM-2000 unless a government sponsored loan is involved.):
25 _____
26 _____
27 _____
28 _____

29 (e) MSC-2020 Rider B - Contract Conditions, changed as follows:
30 DELETE PARAGRAPH 22
31 _____
32 _____
33 _____
34 _____

35 (f) MSC-2030 - Dispute Resolution Rider, changed as follows:
36 _____
37 _____
38 _____
39 _____
40 _____
41 _____

Reference 17/17 ROBERT DISCH EST. Charles Towling Counter-Offer # 3

42 (g) Other agreements or contingencies/conditions (specify form no. and caption, if applicable):
43 SELLER SHALL have the right to rent back home
44 on a month to month basis for 7 months
45 after closing herein, for \$500/MONTH.
46 _____
47 _____
48 _____
49 _____

50 4. TIME FOR ACCEPTANCE. This Counter Offer must be accepted by the Counter-Offeree, by signing and
51 delivering a fully executed copy to Counter-Offeree, on or before AUGUST 22, 2007 at 12 PM
52 _____ m. (the "Acceptance Deadline"); otherwise, it shall be considered withdrawn. Except as modified above
53 in this Counter Offer, the parties accept and agree to all terms and conditions of the above Contract, all of
54 which are hereby fully incorporated herein by this reference. The use of any capitalized terms not otherwise
55 defined herein shall be given the same meaning as set forth in the Contract. In the event of any inconsistency
56 between the terms set forth herein and the terms set forth in the Contract, the terms set forth herein shall
57 control. Until this Counter Offer has been accepted, the parties understand that Counter-Offeree may
58 withdraw this Counter Offer to buy or sell the Property, by delivering written notice thereof to Counter-Offeree.

59 Robert Disch _____ Date 8/21/07

60 (Signature of Counter-Offeree)

61 Seller _____ Buyer ("Counter-Offeree")

62 Robert C. Disch _____ Date 8/21/07

63 (Signature of Counter-Offeree)

64 Seller _____ Buyer ("Counter-Offeree")

65 5. ACCEPTANCE/ REJECTION OF (OR NEW) COUNTER OFFER. (sign or initial as applicable)

66 Accept. By signing below, the undersigned (the "Counter-Offeree") agree to the modification(s) or additional
67 term(s) and condition(s) contained in this Counter Offer, and hereby accept the Contract, as modified by this
68 Counter Offer, including all attached Riders (if any), and acknowledge receipt of a copy hereof.

69 _____ Date _____ Time _____ m.

70 (Signature of Counter-Offeree)

71 _____ Seller _____ Buyer (Counter-Offeree)

72 _____ Date _____ Time _____ m.

73 (Signature of Counter-Offeree)

74 _____ Seller _____ Buyer (Counter-Offeree)

75 Reject or New Counter Offer. By initialing below, the Counter-Offeree(s) do not agree to the modification(s) or
76 additional term(s) and condition(s) contained in this Counter Offer, but either reject the same or make a new
77 Counter Offer (initial one, as applicable).

78 _____ Reject (Initial). Counter-Offeree(s) reject this Counter Offer, and acknowledge receipt of a
79 copy hereof.

80 chv New Counter Offer (Initial). Counter-Offeree(s) acknowledge receipt of a copy hereof and
81 hereby make a new Counter Offer. Counter Offer # 4, which amends the terms of the Contract, is
82 attached and incorporated into the Contract.

Approved by legal counsel for use exclusively by members of the Missouri Association of Realtors, P. O. Box 1327, Columbia, Missouri 65205. No warranty is made or implied as to the legal validity or adequacy of this Counter Offer, or that it complies in every respect with the law or that its use is appropriate for all situations. Local law, customs and practice, and differing circumstances in each transaction, may each dictate that amendments to this Counter Offer be made. Last Revised 6/14/06. All previous versions of this document are no longer approved.

24. SOURCE(S) OF BROKER(S) COMPENSATION OR COMMISSION. (check one, neither or both, as applicable)

Seller Buyer

Seller and Buyer each represent and warrant to the other and to the Broker(s), that the Broker(s) identified in the Brokerage Relationship Section below is (are) the only real estate broker(s) involved in this sale.

25. BROKERAGE RELATIONSHIP. By signing below, Buyer and Seller confirm their receipt of the Broker Disclosure Form prescribed by the Missouri Real Estate Commission, and that disclosure of the undersigned licensee(s) brokerage relationship, as required by law or regulation, was made to the Seller and/or Buyer or their respective agents and/or transaction brokers (as the case may be), by said undersigned licensee(s), no later than the first showing of the Property, upon first contact, or immediately upon the occurrence of any change to their relationship.

- 314 Licensee assisting Buyer is a: (Check appropriate box)
- 315 Buyer's Limited Agent (acting on behalf of Buyer).
- 316 Seller's Limited Agent (acting on behalf of Seller).
- 317 Dual Agent (acting on behalf of both Buyer and Seller).
- 318 Designated Agent (designated to act on behalf of Buyer).
- 319 Transaction Broker Assisting Buyer (not acting on behalf of either Buyer or Seller).
- 320 Subagent of Seller (acting on behalf of Seller)

- 322 Licensee assisting Seller is a: (Check appropriate box)
- 323 Buyer's Limited Agent (acting on behalf of Buyer).
- 324 Seller's Limited Agent (acting on behalf of Seller).
- 325 Dual Agent (acting on behalf of both Seller and Buyer).
- 326 Designated Agent (designated to act on behalf of Seller).
- 327 Transaction Broker Assisting Seller (not acting on behalf of either Seller or Buyer).
- 328

By signing below, the licensee(s) confirm making timely disclosure of its brokerage relationship to the appropriate parties.

330 N/A

331 Broker's Firm Assisting Buyer (and MLS ID No., if required)

332 By (Signature) [Signature]

333 Licensee's Printed Name: Christopher Purcell

334 Date: 8/17/07

RE/MAX SUBURBAN

331 Broker's Firm Assisting Seller (and MLS ID No., if required)

332 By (Signature) Robert A. Jackson

333 Licensee's Printed Name: ROBERT A. JACKSON

334 Date: 8/17/07

26. FRANCHISE DISCLOSURE. Although one or more of the Brokers may be a member of a franchise, the franchisor is not responsible for the acts of said Broker(s).

27. SALES INFORMATION. Permission is hereby granted by Seller and Buyer for the Broker(s) to provide, effective as of and after the Closing, sales information of this transaction, including Purchase Price and Property address, to any multi-listing service, local Association or Board of REALTORS®, its members, member's prospects, appraisers and other professional users of real estate data.

28. FOREIGN INVESTMENT. Seller represents that it is not a foreign person as described in the Foreign Investment in Real Property Tax Act (26 U.S.C. §1445) and agrees to deliver a certificate at Closing to that effect which contains Seller's tax identification number.

29. ANTI-TERRORISM. Each party hereto represents and warrants to each other party and to the Broker(s), that such party is not, and is not acting, directly or indirectly, for or on behalf of any person or entity, named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224), or with whom you are prohibited to do business with under anti-terrorism laws.

30. ACCEPTANCE DEADLINE. Buyer's offer to purchase the Property from Seller shall automatically expire if Seller has not accepted this Contract, by signing and delivering a fully-executed copy to Buyer, on or before the earlier of: (1) Buyer's delivery of written notice to Seller that this offer to purchase is withdrawn, or (2) August 21, 2007, at 12 p.m.

31. TIME IS OF THE ESSENCE. Time is of the essence in the performance of the obligations of the parties under this Contract. All references to a specified time shall mean Central Time. With the exception of the term "banking days," as used herein, a "day" is defined as a 24-hour calendar day, seven (7) days per week.

351 [Signature] 8/17/07

352 BUYER DATE

SELLER REJECTS OFFER (Initial) _____

353 _____

354 BUYER DATE

355

356

SELLER COUNTER-OFFERS (Initial) R.D. SID

Counter Offer form MSC-2040, which amends the terms of this Contract, is attached and incorporated into this Contract.

By signing below Seller indicates that Seller has ACCEPTED this Contract

SELLER DATE and TIME

SELLER DATE and TIME

RECEIPT AND ACKNOWLEDGEMENT

Receipt of Earnest Money is acknowledged by the undersigned and will be delivered to Escrow Agent for deposit as set forth above.

By (Signature) _____

Licensee's Printed Name: _____ Date: _____

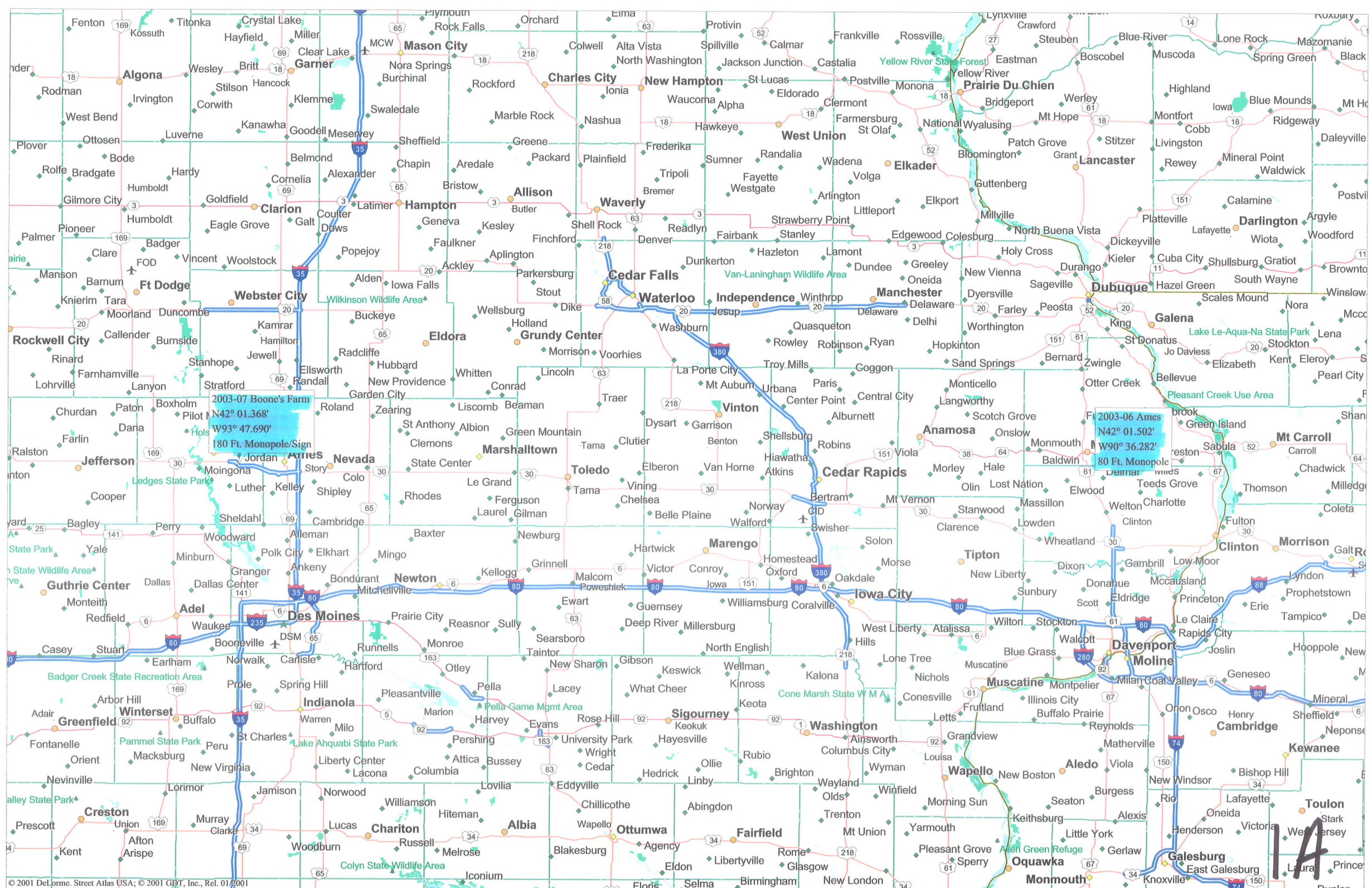
Approved by legal counsel for use exclusively by current members of the Missouri Association of Realtors, P.O. Box 1327, Columbia, Missouri 65205. No warranty is made or implied as to the legal validity or adequacy of this Contract, or that it complies in every respect with the law or that its use is appropriate for all situations. Local law, customs and practice, and differing circumstances in each transaction, may each dictate that amendments to this Contract be made. Last Revised 11/10/06. All prior versions are no longer valid.

Maps of St. Charles Tower's



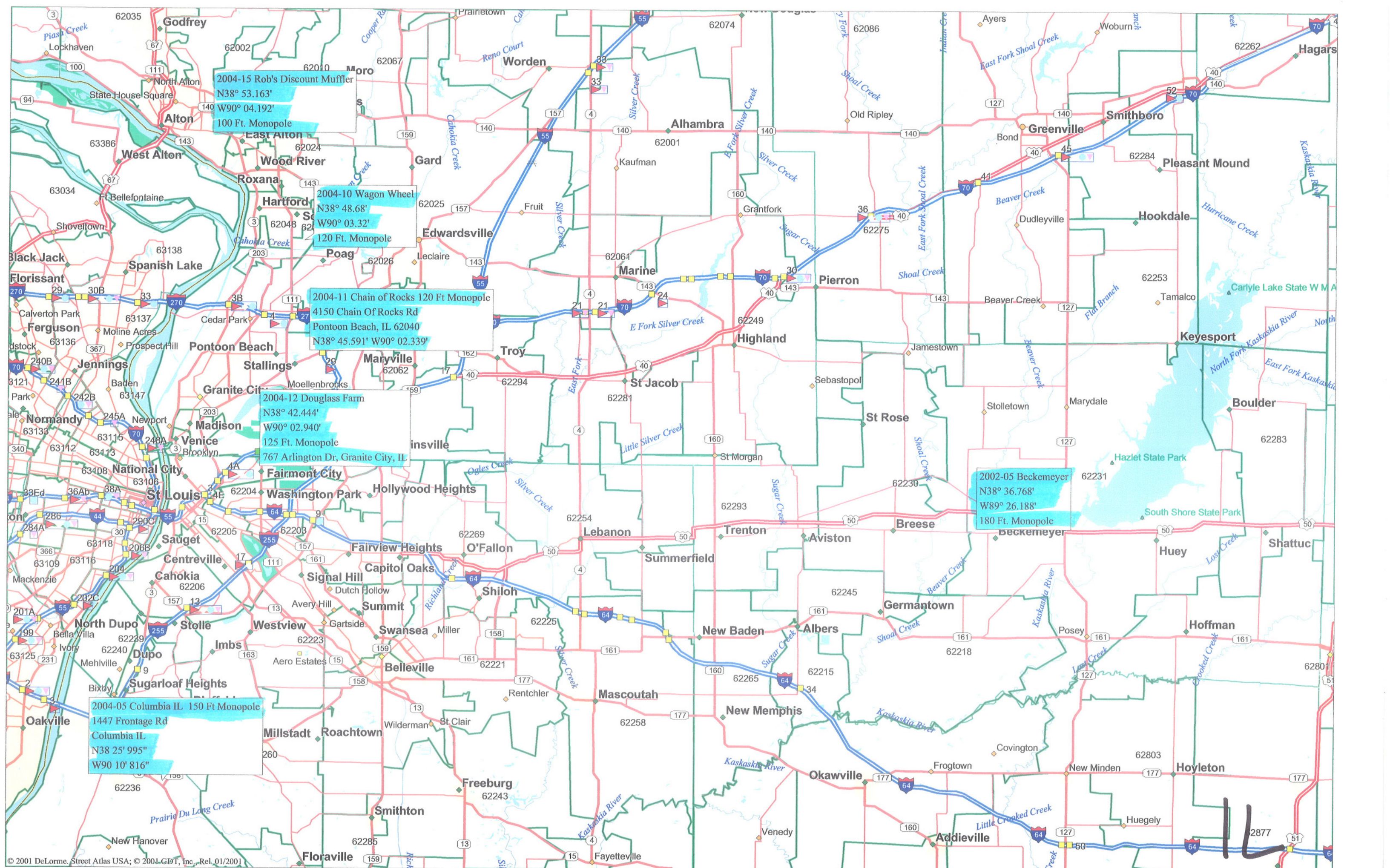
RECEIVED
SEP 27 2007
PLANNING
DEPARTMENT

AZ



2003-07 Boone's Farm
N42° 01.368'
W93° 47.690'
180 Ft. Monopole/Sign

2003-06 Ames
N42° 01.502'
W90° 36.282'
80 Ft. Monopole



2004-15 Rob's Discount Muffler
N38° 53.163'
W90° 04.192'
100 Ft. Monopole

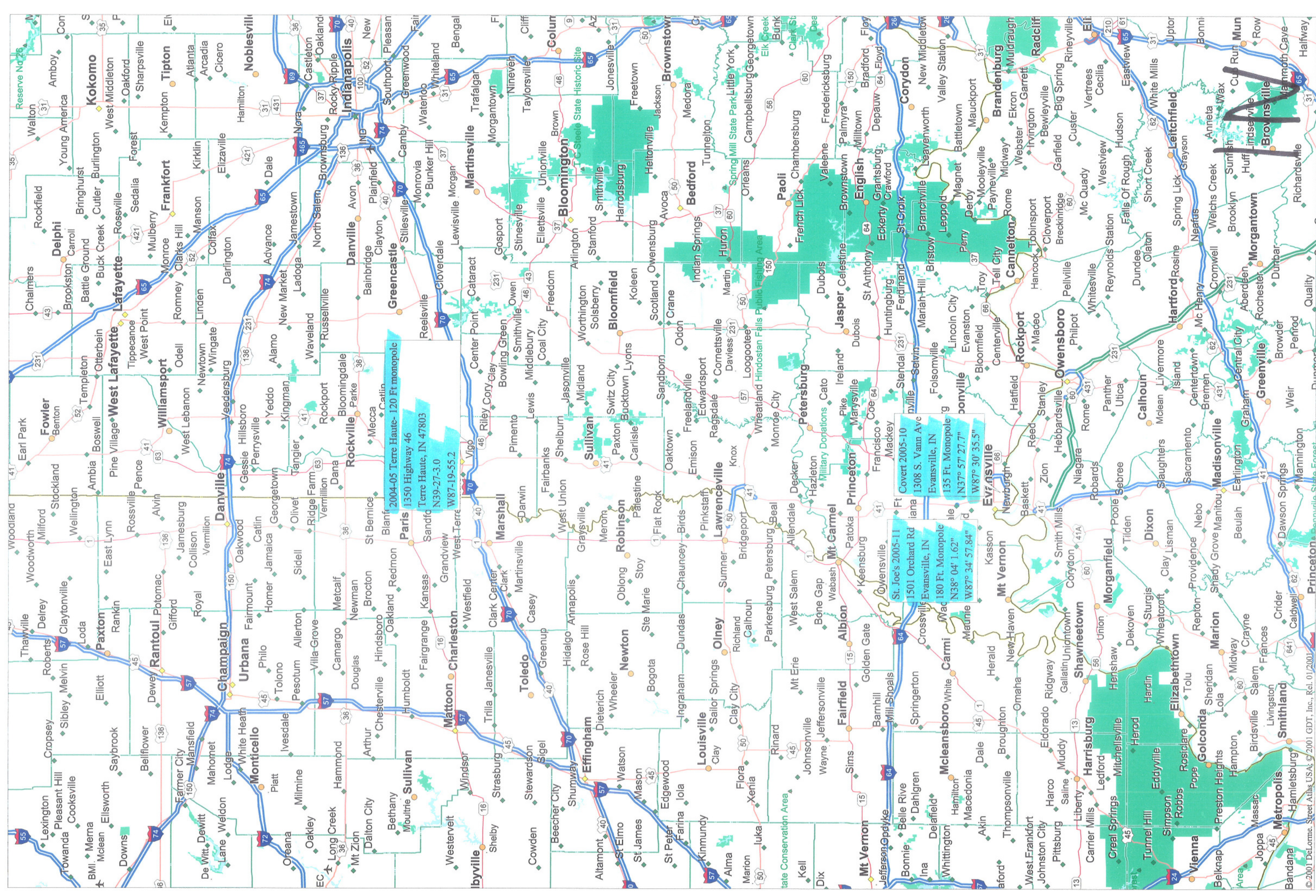
2004-10 Wagon Wheel
N38° 48.68'
W90° 03.32'
120 Ft. Monopole

2004-11 Chain of Rocks 120 Ft Monopole
4150 Chain Of Rocks Rd
Pontoon Beach, IL 62040
N38° 45.591' W90° 02.339'

2004-12 Douglass Farm
N38° 42.444'
W90° 02.940'
125 Ft. Monopole
767 Arlington Dr, Granite City, IL

2002-05 Beckmeyer
N38° 36.768'
W89° 26.188'
180 Ft. Monopole

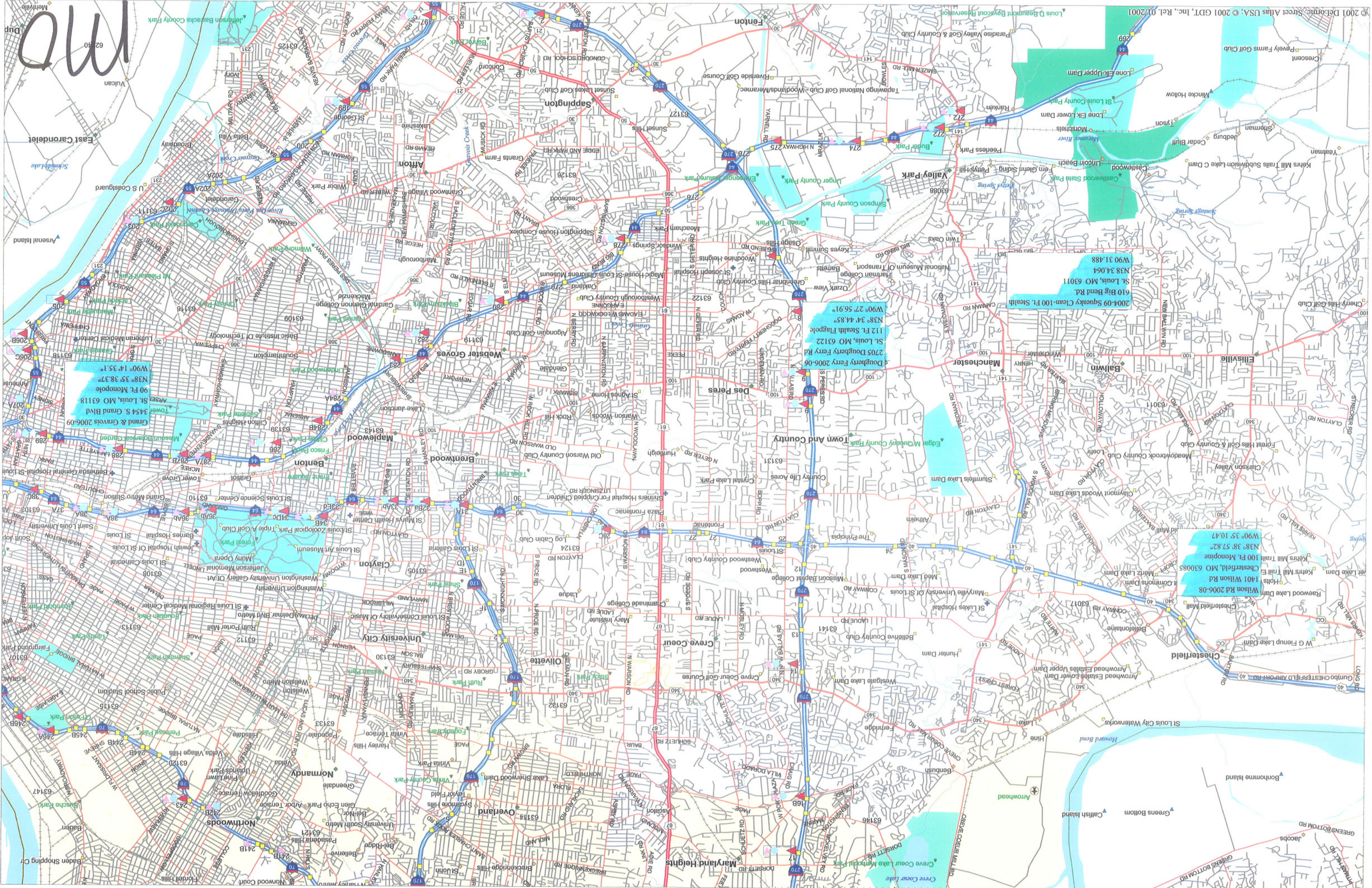
2004-05 Columbia IL 150 Ft Monopole
1447 Frontage Rd
Columbia IL
N38 25' 995"
W90 10' 816"



2004-05 Terre Haute-120 Ft monopole
1350 Highway 46
Terre Haute, IN 47803
N39-27-3.0
W87-19-55.2

Covert 2005-10
1308 S. Vann Ave
Evansville, IN
N37° 57' 27.7"
W87° 30' 35.5"

St. Joe's 2005-11
1501 Orchard Rd
Evansville, IN
N38° 04' 1.62"
W87° 34' 57.84"



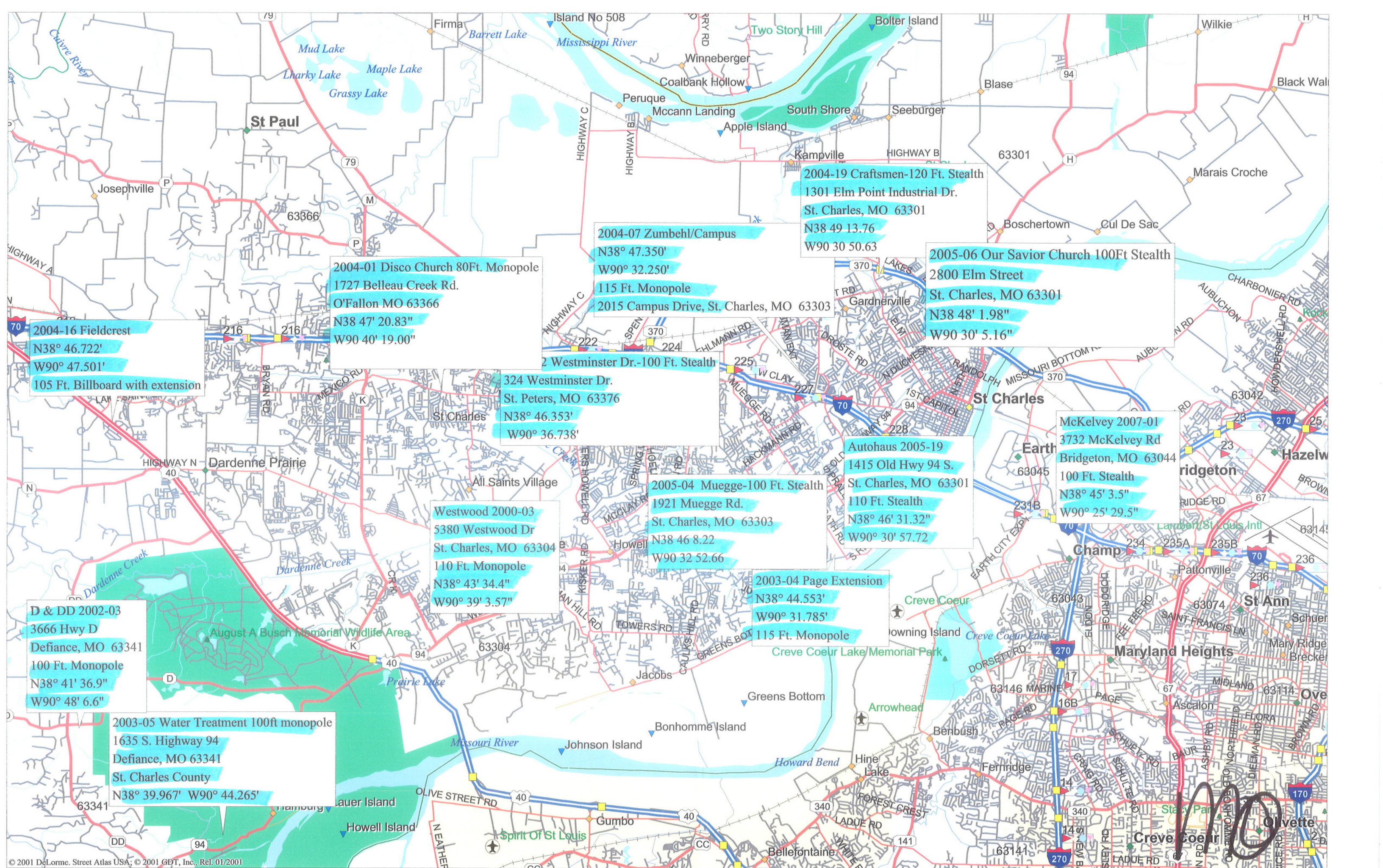
MO

90 Ft. Monopole
N38° 35' 38.37"
W90° 14' 35.1"
St. Louis, MO 63118
3454 S. Grand Blvd

2705 Dougherty Ferry Rd
St. Louis, MO 63122
N38° 34' 44.85"
W90° 27' 56.91"

610 Big Bend Rd.
St. Louis, MO 63011
N38° 34.064
W90° 31.488

1401 Wilson Rd
Chesterfield, MO 63008
N38° 38' 57.82"
W90° 35' 10.47"



2004-16 Fieldcrest
N38° 46.722'
W90° 47.501'
105 Ft. Billboard with extension

2004-01 Disco Church 80Ft. Monopole
1727 Belleau Creek Rd.
O'Fallon MO 63366
N38 47' 20.83"
W90 40' 19.00"

2004-07 Zumbahl/Campus
N38° 47.350'
W90° 32.250'
115 Ft. Monopole
2015 Campus Drive, St. Charles, MO 63303

2004-19 Craftsmen-120 Ft. Stealth
1301 Elm Point Industrial Dr.
St. Charles, MO 63301
N38 49 13.76
W90 30 50.63

2005-06 Our Savior Church 100Ft Stealth
2800 Elm Street
St. Charles, MO 63301
N38 48' 1.98"
W90 30' 5.16"

324 Westminster Dr.
St. Peters, MO 63376
N38° 46.353'
W90° 36.738'

2005-04 Muegge-100 Ft. Stealth
1921 Muegge Rd.
St. Charles, MO 63303
N38 46 8.22
W90 32 52.66

Autohaus 2005-19
1415 Old Hwy 94 S.
St. Charles, MO 63301
110 Ft. Stealth
N38° 46' 31.32"
W90° 30' 57.72"

McKelvey 2007-01
3732 McKelvey Rd
Bridgeton, MO 63044
100 Ft. Stealth
N38° 45' 3.5"
W90° 25' 29.5"

Westwood 2000-03
5380 Westwood Dr
St. Charles, MO 63304
110 Ft. Monopole
N38° 43' 34.4"
W90° 39' 3.57"

2003-04 Page Extension
N38° 44.553'
W90° 31.785'
115 Ft. Monopole

D & DD 2002-03
3666 Hwy D
Defiance, MO 63341
100 Ft. Monopole
N38° 41' 36.9"
W90° 48' 6.6"

2003-05 Water Treatment 100ft monopole
1635 S. Highway 94
Defiance, MO 63341
St. Charles County
N38° 39.967' W90° 44.265'

ABBREVIATIONS

ADJ	ADJUSTABLE	SF	SQUARE FOOT
APPROX	APPROXIMATE	SHT	SHEET
BCW	BARE COPPER WIRE	SM	SIMILAR
CAB	CABINET	SS	STAINLESS STEEL
CLG	CEILING	STL	STEEL
CONC	CONCRETE	T/C	TOP OF CONCRETE
CONT	CONTINUOUS	T/M	TOP OF MASONRY
CJ	CONSTRUCTION JOINT	T/S	TOP OF STEEL
DIA	DIAMETER	TYP	TYPICAL
DWG	DRAWING	F.V.	FIELD VERIFY
EGB	EQUIPMENT GROUND BAR	UNO	UNLESS NOTED OTHERWISE
EA	EACH	WVF	WELDED WIRE FABRIC
ELEC	ELECTRICAL	w/	WITH
EL	ELEVATION	BTS	BASE TRANSMISSION STATION
EQ	EQUAL	PCS	PERSONAL COMMUNICATIONS SERVICES
EQUIP	EQUIPMENT	℄	CENTERLINE
(E)	EXISTING	℄	PLATE
EXT	EXTERIOR	&	AND
FF	FINISHED FLOOR	•	AT
GA	GAUGE		
GALV	GALVANIZED		
GC	GENERAL CONTRACTOR		
GRND	GROUND		
LG	LONG		
MAX	MAXIMUM		
MECH	MECHANICAL		
MFR	MANUFACTURER		
MGB	MASTER GROUND BAR		
MIN	MINIMUM		
MTL	METAL		
N.I.C.	NOT IN CONTRACT		
NTS	NOT TO SCALE		
O.C.	ON CENTER		
OPP	OPPOSITE		



The Utilities as shown on this drawing were developed from the information available. This is not implied nor intended to be the complete inventory of utilities in this area. It is the clients/contractors responsibility to verify the location of all utilities (whether shown or not) and protect said utilities from any damage.

ST. CHARLES TOWER WILD HORSE CREEK

SCT# 2007-11

18301 WILD HORSE CREEK ROAD
CHESTERFIELD, MO 63005
ST. LOUIS COUNTY

S/H PROJECT# 706167-1

SYMBOLS AND MATERIALS

	NEW ANTENNA		GROUT OR PLASTER
	EXISTING ANTENNAS		BRICK
	ASPHALT		MASONRY
	CONCRETE		CONCRETE
	ELECTRIC BOX		EARTH
	LIGHT POLE		GRAVEL
	FND. MONUMENT		PLYWOOD
	SPOT ELEVATION		SAND
	REVISION		WOOD CONT.
	GRID REFERENCE		WOOD BLOCKING
	DETAIL REFERENCE		STEEL
	ELEVATION		CENTER LINE
	SECTIONS & DETAILS		PROPERTY LINE
			ELEVATION TAG
			GROUND WIRE
			COAXIAL CABLE

PROFESSIONAL CERTIFICATION

LOCATION PLAN

JURISDICTION: ST. LOUIS COUNTY
ZONING: NU

EXISTING BUILDING EXISTING TOWER RAWLAND
 EXISTING WATER TOWER OTHER:

VICINITY MAP SCALE: NONE

DRIVING DIRECTIONS

FROM SPIRIT OF ST. LOUIS AIRPORT EAST ON EDSON AVE 1.7 MILES. TURN RIGHT (SOUTH) ONTO LONG RD (CHESTERFIELD TOWNE CENTER). TURN RIGHT (WEST) ONTO SR-66 (WILD HORSE CREEK ROAD) 2.7 MILES. SITE IS ON THE RIGHT.

PROJECT SUMMARY

SITE NUMBER: 2007-11
SITE NAME: WILD HORSE CREEK
SITE ADDRESS: 18301 WILD HORSE CREEK ROAD CHESTERFIELD, MO 63005
TAX ID: 19W-51-0095
FACILITY OCC.: CRICKET/CLEAR TALK
LEASE AREA: 20' X 50'
EQUIPMENT ENCLOSURE: EQUIPMENT CABINET
CURRENT ZONING: NU
PROPERTY OWNER: ROBERT & ELLEN DISCH 18301 WILD HORSE CREEK ROAD CHESTERFIELD, MO 63005
PROPERTY CONTACT: CHRIS PURICELLI (314) 409-3621
APPLICANT: ST. CHARLES TOWER 4 WEST DRIVE SUITE 110 CHESTERFIELD, MO 63017
A/E FIRM: SHIVE-HATTERY 701 LEE STREET SUITE 610 DES PLAINES, IL 60016 (847) 298-1193 EXT. 210 JAMES DOWNEY

PROJECT DESCRIPTION

- CARRIER ANTENNAS MOUNTED TO PROPOSED STEALTH MONOPOLE
- EQUIPMENT SHELTER INSTALLED WITHIN NEW COMPOUND/LEASE AREA
- INSTALL CABLES, POWER / TELCO SERVICES AND GROUNDING.

CONTRACTOR SHALL VERIFY ALL PLANS AND EXISTING DIMENSIONS AND CONDITIONS ON THE JOB SITE AND SHALL IMMEDIATELY NOTIFY THE ARCHITECT IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK OR BE RESPONSIBLE FOR SAME.

GPS COORDINATES

LATITUDE: N38° 38' 38.70" "COORDINATES NEED TO BE VERIFIED w/ 2C LETTER WHEN AVAILABLE"
LONGITUDE: W90° 39' 55.30"
ELEVATION AT GRADE: ±708'

SHEET INDEX

SHT. NO.	DESCRIPTION	REV. NO.
Z-1	TITLE SHEET	4
Z-2	SITE PLAN	4
Z-3	COMPOUND PLAN	4
Z-4	ELEVATION	4
Z-5.1	EQUIPMENT CABINET & DETAILS	4
Z-5.2	EQUIPMENT CABINET & DETAILS	4

APPROVALS

ST. CHARLES TOWER _____ DATE _____

PROPERTY OWNER / OWNERS REP/LESSOR _____ DATE _____

ST. CHARLES TOWER
4 WEST DRIVE
SUITE 110
CHESTERFIELD, MO 63017

SHIVE-HATTERY
Cedar Rapids, IA • Iowa City, IA • Des Moines, IA
Moline, IL • Bloomington, IL • Chicago, IL
SHIVE-HATTERY, INC. 701 LEE STREET
DES PLAINES, ILLINOIS 60016
PHONE (847) 298-1193 FAX (847) 298-1198

PROJECT NO: 706167-0
DRAWN BY: KS
CHECKED BY: JMD

0	8/23/07	CLIENT REVIEW
1	8/30/07	2ND CLIENT REVIEW
2	9/10/07	3RD CLIENT REVIEW
3	9/14/07	CITY CHANGES
4	10/02/07	CLIENT CHANGES

WILD HORSE CREEK
SCT# 2007-11
18257 WILD HORSE CREEK ROAD
CHESTERFIELD, MO 63005
ST. LOUIS COUNTY
85' STEALTH TREE

SHEET TITLE
TITLE SHEET

SHEET NUMBER
Z-1

Reference Plan: 61271-11 3 61271-18.04
 License: 120, Project: 706167-1, Date: 10/23/07, Title: 02-01

NOTES:

I. ARCHITECTURAL SITE PLAN SHOWN FOR REFERENCE INFORMATION ONLY AND NOT INTENDED AS SURVEY OR CIVIL OR STRUCTURAL DESIGN

NOTE:
DISTANCE OF SPIRIT OF ST. LOUIS AIRPORT FROM SITE IS: 0.6 MILES (3168 FEET)



ST. CHARLES TOWER
4 WEST DRIVE
SUITE 110
CHESTERFIELD, MO 63017

SHIVE HATTERY
Cedar Rapids, IA • Iowa City, IA • Des Moines, IA
Moline, IL • Bloomington, IL • Chicago, IL
SHIVE-HATTERY, INC. 701 LEE STREET
DES PLAINES, ILLINOIS 60018
PHONE (847) 286-1183 FAX (847) 286-1185

PROJECT NO: 706167-0

DRAWN BY: KS

CHECKED BY: JMD

0	4/28/07	CLIENT REVIEW
1	5/20/07	2ND CLIENT REVIEW
2	5/10/07	3RD CLIENT REVIEW
3	5/14/07	CITY CHANGES
4	10/02/07	CLIENT CHANGES

WILD HORSE CREEK
SCT# 2007-11
18257 WILD HORSE CREEK ROAD
CHESTERFIELD, MO 63065
ST. LOUIS COUNTY
85' STEALTH TREE

SHEET TITLE
SITE PLAN

SHEET NUMBER
Z-2

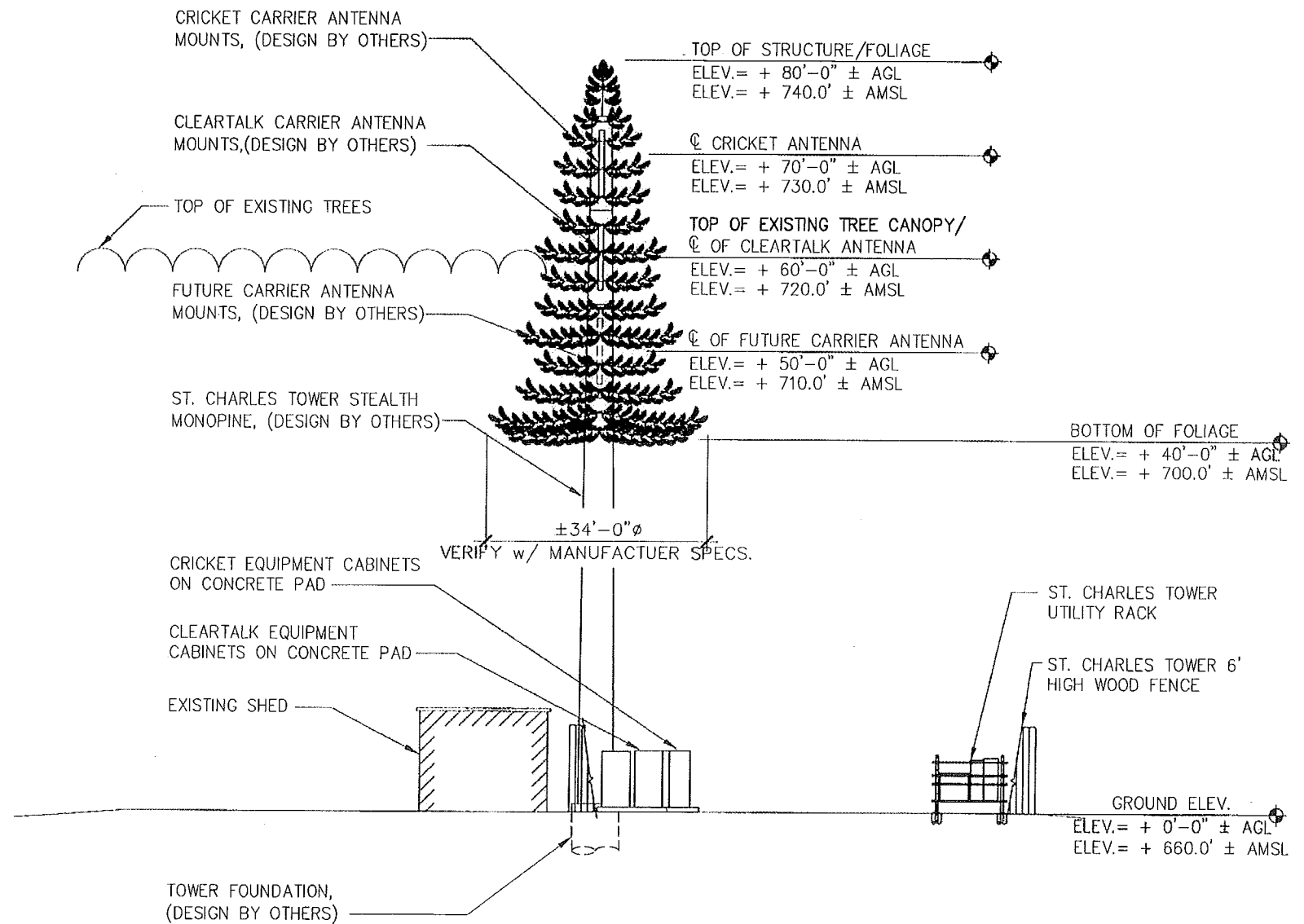
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 Location: P:\Projects\0706167-0\Drawings\0706167-0-01.dwg | Date: 10/02/07 |

1 SITE PLAN
SCALE: 1"=40'

GENERAL NOTES:

SCT-01-NO-01-002

1. ELEVATION IS FOR REFERENCE PURPOSE ONLY. CONTRACTOR SHALL FIELD VERIFY EXISTING CONDITIONS.
2. CONTRACTOR SHALL PERFORM WORK DONE TO OR ON STRUCTURE IN ACCORDANCE WITH PROVIDED STRUCTURAL ANALYSIS SEPARATE FROM SHIVE-HATTERY ENGINEERED DOCUMENTS.
3. ANTENNAS, COAX, SUPPORTS, & ETC. SHALL BE INSTALLED PER MANUFACTURER RECOMMENDATIONS.
4. TOP OF ANTENNAS/STRUCTURE WILL NOT EXTEND BEYOND TOP OF FOLIAGE



1 ELEVATION
SCALE: 1/16"=1'-0"

ST. CHARLES TOWER
4 WEST DRIVE
SUITE 110
CHESTERFIELD, MO 63017

SHIVE-HATTERY
Cedar Rapids, IA • Iowa City, IA • Des Moines, IA
Moline, IL • Bloomington, IL • Chicago, IL
SHIVE-HATTERY, INC. 701 LEE STREET
DES PLAINES, ILLINOIS 60018
PHONE (847) 288-1183 FAX (847) 288-1185

PROJECT NO: 706167-0

DRAWN BY: KS

CHECKED BY: JMD

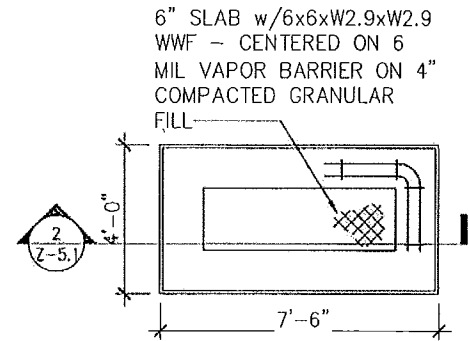
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1	9/30/07	2ND CLIENT REVIEW
2	9/18/07	3RD CLIENT REVIEW
3	9/14/07	CITY CHANGES
4	10/02/07	CLIENT CHANGES

WILD HORSE CREEK
SCT# 2007-11
16257 WILD HORSE CREEK ROAD
CHESTERFIELD, MO 63005
ST. LOUIS COUNTY
85' STEALTH TREE

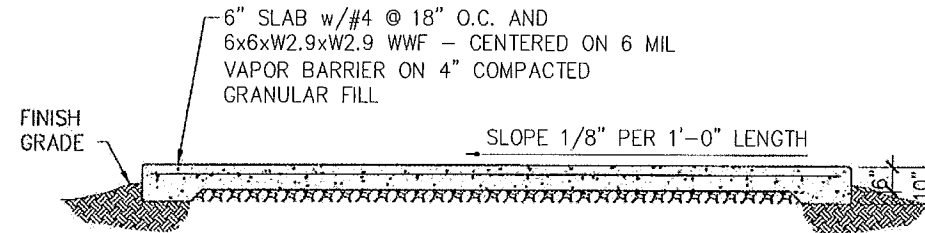
SHEET TITLE
ELEVATION

SHEET NUMBER
Z-4

Reference File: 61571-JB-2-61571-3D.dwg | Location: I:\Projects\2007-10\61571-4.dwg | DATE: 10/02/2007 | Time: 08:40 |



1 FOUNDATION PLAN
SCALE: NONE SCT-01-CO-01-003



2 FOUNDATION SECTION
SCALE: NONE SCT-01-CO-02-002

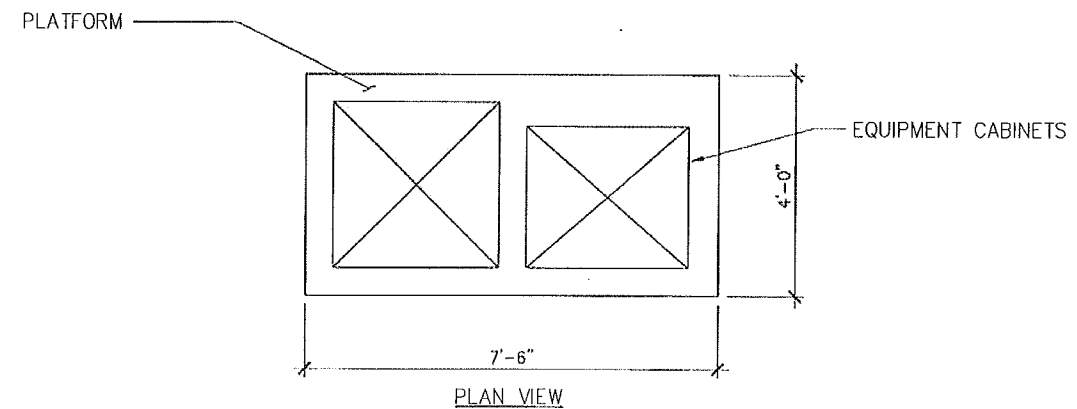
CONCRETE & REINF. STEEL NOTES

SCT-01-NO-04-005

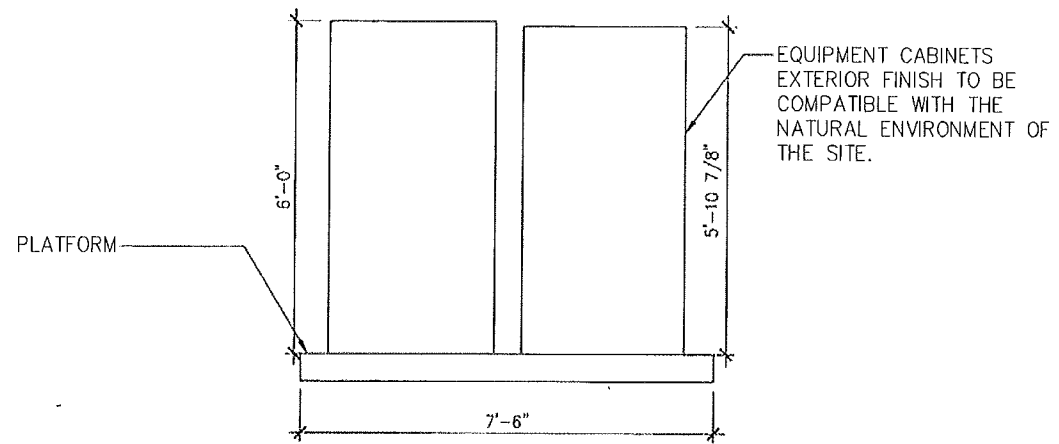
1. CONCRETE WORK SHALL BE ACCORDANCE WITH THE ACI 301, ACI 318 AND THE SPECIFICATION CAST-IN-PLACE CONCRETE.
2. CONCRETE SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 3000 PSI AT 28 DAYS. AT CONTRACTOR'S OPTION A HIGH EARLY STRENGTH (TYPE III) CEMENT OR A STRENGTH ACCELERATING ADMIXTURE MAY BE USED. NO CALCIUM CHLORIDE ALLOWED. SUBMIT DESIGN MIX FOR APPROVAL.
3. REINFORCING STEEL SHALL CONFORM TO ASTM A615, GRADE 60, DEFORMED UNLESS NOTED OTHERWISE. WELDED WIRE FABRIC SHALL CONFORM TO ASTM A185 WELDED STEEL WIRE FABRIC, U.N.O. SPLICES SHALL BE CLASS "B" AND HOOKS SHALL BE STANDARD, U.N.O.
4. REINFORCING STEEL SHALL BE DETAILED IN ACCORDANCE WITH THE ACI "MANUAL OF STANDARD PRACTICE FOR DETAILING REINFORCED CONCRETE STRUCTURES", LATEST EDITION.
5. THE FOLLOWING MINIMUM CONCRETE COVER SHALL BE PROVIDED FOR REINFORCING STEEL IN ACCORDANCE WITH ACI 301 SECTION 5.7.1 UNLESS SHOWN OTHERWISE ON DRAWINGS:

CONCRETE CAST AGAINST EARTH.....3 IN.
CONCRETE EXPOSED TO EARTH OR WEATHER:
#6 AND LARGER.....2 IN.
#5 AND SMALLER & WWF...1 1/2 IN.

6. A 3/4" CHAMFER SHALL BE PROVIDED AT ALL EXPOSED EDGES OF CONCRETE, U.N.O., IN ACCORDANCE WITH ACI 301 SECTION 4.2.4.



PLAN VIEW



ELEVATION

3 EQUIPMENT ELEVATION - CLEARTALK
SCALE: NONE

SCT-01-EQ-01-002

ST. CHARLES TOWER
4 WEST DRIVE
SUITE 110
CHESTERFIELD, MO 63017

SHIVE-HATTERY
Cedar Rapids, IA • Iowa City, IA • Des Moines, IA
Moline, IL • Bloomington, IL • Chicago, IL
SHIVE-HATTERY, INC. 701 LEE STREET
DES PLAINES, ILLINOIS 60016
PHONE (847) 288-1183 FAX (847) 288-1185

PROJECT NO: 706167-0

DRAWN BY: KS

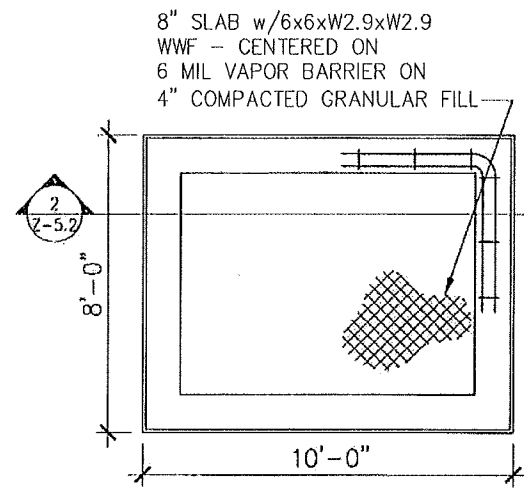
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1	8/30/07	2ND CLIENT REVIEW
2	9/10/07	3RD CLIENT REVIEW
3	9/14/07	CITY CHANGES
4	10/02/07	CLIENT CHANGES

WILD HORSE CREEK
SCT# 2007-11
18257 WILD HORSE CREEK ROAD
CHESTERFIELD, MO 63005
ST. LOUIS COUNTY
85' STEALTH TREE

SHEET TITLE
EQUIPMENT PAD & DETAILS

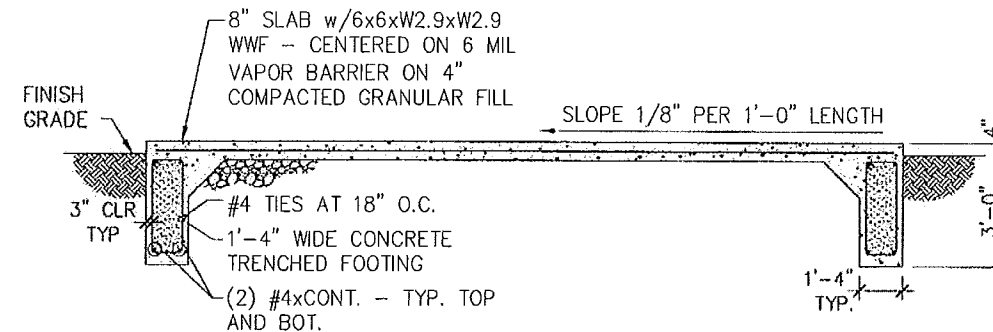
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Z-5.1



1 FOUNDATION PLAN

SCALE: NONE

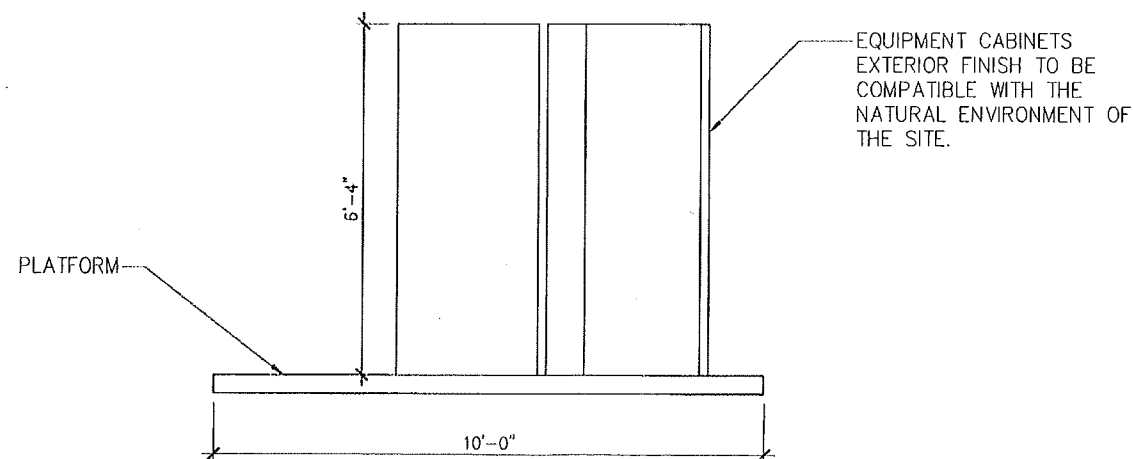
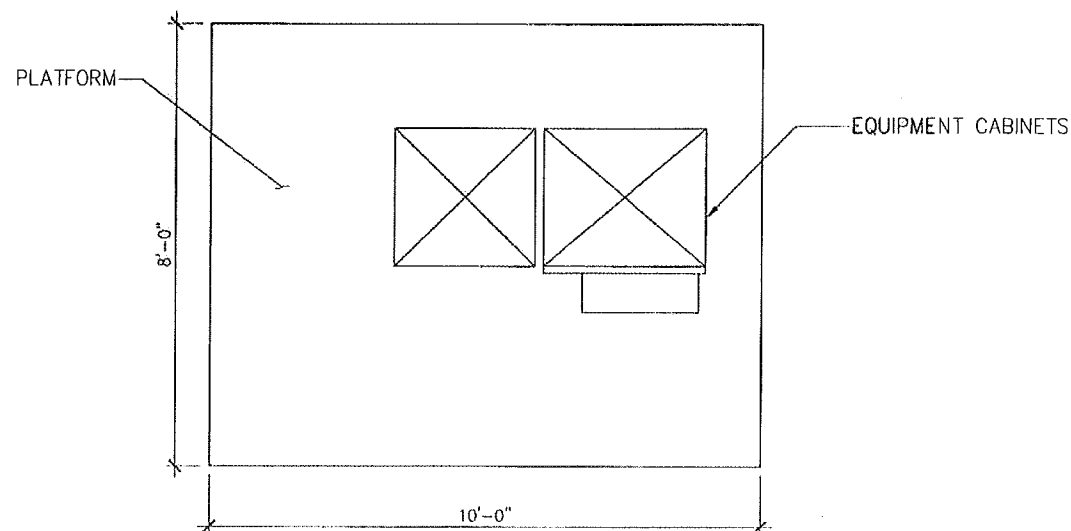
SCT-01-CO-01-002



2 FOUNDATION SECTION

SCALE: NONE

SCT-01-CO-02-001



3 EQUIPMENT ELEVATION - CRICKET

SCALE: NONE

SCT-01-EQ-01-003

ST. CHARLES TOWER
4 WEST DRIVE
SUITE 110
CHESTERFIELD, MO 63017

SHIVE-HATTERY
Cedar Rapids, IA • Iowa City, IA • Des Moines, IA
Moline, IL • Bloomington, IL • Chicago, IL
SHIVE-HATTERY, INC. 701 LEE STREET
DES PLAINES, ILLINOIS 60018
PHONE (847) 298-1983 FAX (847) 298-1985

PROJECT NO: 706167-0

DRAWN BY: KS

CHECKED BY: JMD

0	8/29/07	CLIENT REVIEW
1	8/30/07	2ND CLIENT REVIEW
2	9/19/07	3RD CLIENT REVIEW
3	9/14/07	1STY CHANGES
4	10/02/07	CLIENT CHANGES

WILD HORSE CREEK
SCT# 2007-11
18257 WILD HORSE CREEK ROAD
CHESTERFIELD, MO 63005
ST. LOUIS COUNTY
85' STEALTH TREE

SHEET TITLE
EQUIPMENT PAD & DETAILS

SHEET NUMBER
Z-5.2



690 Chesterfield Pkwy W • Chesterfield MO 63017-0760
Phone: 636-537-4000 • Fax 636-537-4798 • www.chesterfield.mo.us

October 12, 2007

Mr. Chris Puricelli
St. Charles Tower, Inc.
4 West Drive #110
Chesterfield, MO 63017

Re: Application for Administrative Approval (SCT#2007-11/18301 Wild Horse Creek Road)—October 3, 2007 Submittal

Dear Mr. Puricelli:

The City of Chesterfield is in receipt of your received via electronic mail on October 3, 2007 for a disguised antenna support structure at the above-referenced property and provides the following comments:

1. The site plan submitted via electronic mail is not to scale. Staff notes that distances and dimensions are shown; however this information can not be verified. Upon review it appears that these measurements are correct, however a plan with a corrected scale is needed. Please provide a copy of the plan in a method other than electronic mail as this distorts the scale.
2. Per Ordinance 1214, please provide the following:
 - a. The zoning of the subject and adjoining properties.
 - b. Proposed disguised antenna support structure and antenna data:
 - The coordinates and height above ground level
 - The latitude and longitude
 - Information regarding what other antenna support structure heights would or could accommodate the applicant's proposed needs.
3. "General Notes" on Sheet Z-4 states: "Top of Antennas/Structure will not extend beyond top of foliage." However, the elevation on the same sheet shows the top of trees well below the top of the antenna/structure proposed. Please correct this discrepancy.
4. Provide top of tower and base elevations based upon U.S.G.S. benchmarks, not just relative elevations.

5. Please be advised that prior to the issuance of grading permits for the site, a Tree Preservation Plan must be submitted and approved.

Please provide the requested information/amendments and re-submit to the City of Chesterfield. If you have any questions, please feel free to contact me at 636-537-4737 or amccaskill@chesterfield.mo.us.

Sincerely,

Annissa McCaskill-Clay

Annissa G. McCaskill-Clay, AICP
Assistant Director of Planning

Cc: Michael O. Geisel, Director of Planning and Public Works
Robert Heggie, City Attorney
Eric S. Schmitt, Pierre Laclede Center; 7701 Forsyth Boulevard, Suite 400;
Clayton, MO 63105

ABBREVIATIONS

ADJ	ADJUSTABLE	SF	SQUARE FOOT
APPROX	APPROXIMATE	SHT	SHEET
BCW	BARE COPPER WIRE	SIM	SIMILAR
CAB	CABINET	SS	STAINLESS STEEL
CLG	CEILING	STL	STEEL
CONC	CONCRETE	T/C	TOP OF CONCRETE
CONT	CONTINUOUS	T/M	TOP OF MASONRY
CJ	CONSTRUCTION JOINT	T/S	TOP OF STEEL
DIA	DIAMETER	TYP	TYPICAL
DWG	DRAWING	F.V.	FIELD VERIFY
EGB	EQUIPMENT GROUND BAR	UNO	UNLESS NOTED OTHERWISE
EA	EACH	WWF	WELDED WIRE FABRIC
ELEC	ELECTRICAL	w/	WITH
EL	ELEVATION	BTS	BASE TRANSMISSION STATION
EQ	EQUAL		
EQUIP	EQUIPMENT	PCS	PERSONAL COMMUNICATIONS SERVICES
(E)	EXISTING		
EXT	EXTERIOR		
FF	FINISHED FLOOR	€	CENTERLINE
GA	GAUGE	€	PLATE
GALV	GALVANIZED	&	AND
CC	GENERAL CONTRACTOR	o	AT
GRND	GROUND		
LG	LONG		
MAX	MAXIMUM		
MECH	MECHANICAL		
MFR	MANUFACTURER		
MGB	MASTER GROUND BAR		
MIN	MINIMUM		
MTL	METAL		
N.L.C.	NOT IN CONTRACT		
NTS	NOT TO SCALE		
O.C.	ON CENTER		
OPP	OPPOSITE		



The Utilities as shown on this drawing were developed from the information available. This is not implied nor intended to be the complete inventory of utilities in this area. It is the clients/contractors responsibility to verify the location of all utilities (whether shown or not) and protect said utilities from any damage.

ST. CHARLES TOWER WILD HORSE CREEK

SCT# 2007-11

18301 WILD HORSE CREEK ROAD
CHESTERFIELD, MO 63005
ST. LOUIS COUNTY

S/H PROJECT# 706167-1

SYMBOLS AND MATERIALS

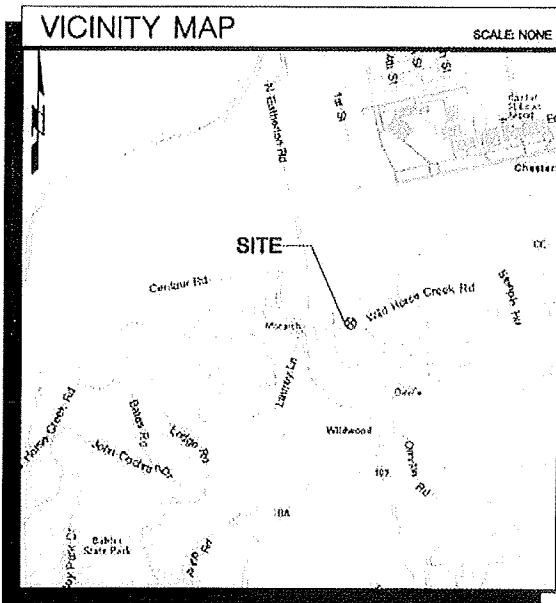
	NEW ANTENNA		GROUT OR PLASTER
	EXISTING ANTENNAS		(E)BRICK
	ASPHALT		(E)MASONRY
	CONCRETE		CONCRETE
	ELECTRIC BOX		EARTH
	LIGHT POLE		GRAVEL
	FND. MONUMENT		PLYWOOD
	SPOT ELEVATION		SAND
	REVISION		WOOD CONT.
	GRID REFERENCE		WOOD BLOCKING
	DETAIL REFERENCE		STEEL
	ELEVATION		CENTER LINE
	SECTIONS & DETAILS		PROPERTY LINE
			ELEVATION TAG
			GROUND WIRE
			COAXIAL CABLE

PROFESSIONAL CERTIFICATION

LOCATION PLAN

JURISDICTION: ST. LOUIS COUNTY
ZONING: NU

EXISTING BUILDING EXISTING TOWER RAWLAND
 EXISTING WATER TOWER OTHER:



DRIVING DIRECTIONS

FROM SPIRIT OF ST. LOUIS AIRPORT EAST ON EDISON AVE. 1.7 MILES. TURN RIGHT (SOUTH) ONTO LONG RD [CHESTERFIELD TOWNE CENTER]. TURN RIGHT (WEST) ONTO SR-CC [WILD HORSE CREEK ROAD] 2.7 MILES. SITE IS ON THE RIGHT.

PROJECT SUMMARY

SITE NUMBER: 2007-11
SITE NAME: WILD HORSE CREEK
SITE ADDRESS: 18301 WILD HORSE CREEK ROAD
CHESTERFIELD, MO 63005
TAX ID: 19W-51-0095
FACILITY OCC.: CRICKET/CLEARTALK
LEASE AREA: 20' X 50'
EQUIPMENT ENCLOSURE: EQUIPMENT CABINET
CURRENT ZONING: NU
PROPERTY OWNER: ROBERT & ELLEN DISCH
18301 WILD HORSE CREEK ROAD
CHESTERFIELD, MO 63005
PROPERTY CONTACT: CHRIS PURICELLI
(314) 409-3621
APPLICANT: ST. CHARLES TOWER
4 WEST DRIVE
SUITE 110
CHESTERFIELD, MO 63017
A/E FIRM: SHIVE-HATTERY
701 LEE STREET
SUITE 610
DES PLAINES, IL 60016
(847) 298-1193 EXT. 210
JAMES DOWNEY

- PROJECT DESCRIPTION**
- CARRIER ANTENNAS MOUNTED TO PROPOSED STEALTH MONOPOLE
 - EQUIPMENT SHELTER INSTALLED WITHIN NEW COMPOUND/LEASE AREA
 - INSTALL CABLES, POWER / TELCO SERVICES AND GROUNDING.

CONTRACTOR SHALL VERIFY ALL PLANS AND EXISTING DIMENSIONS AND CONDITIONS ON THE JOB SITE AND SHALL IMMEDIATELY NOTIFY THE ARCHITECT IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK OR BE RESPONSIBLE FOR SAME.

GPS COORDINATES

LATITUDE: N38° 38' 38.70" "COORDINATES NEED TO BE VERIFIED w/ 2C LETTER WHEN AVAILABLE"
LONGITUDE: W90° 39' 55.30"
ELEVATION AT GRADE: ±708'

SHEET INDEX

SHT. NO.	DESCRIPTION	REV. NO.
Z-1	TITLE SHEET	4
Z-2	SITE PLAN	4
Z-3	COMPOUND PLAN	4
Z-4	ELEVATION	4
Z-5.1	EQUIPMENT CABINET & DETAILS	4
Z-5.2	EQUIPMENT CABINET & DETAILS	4

APPROVALS

ST. CHARLES TOWER	DATE
PROPERTY OWNER/ OWNERS REP./LESSOR	DATE

ST. CHARLES TOWER
4 WEST DRIVE
SUITE 110
CHESTERFIELD, MO 63017

SHIVE-HATTERY
Cedar Rapids, IA • Iowa City, IA • Des Moines, IA
Moline, IL • Bloomington, IL • Chicago, IL
SHIVE-HATTERY, INC. 701 LEE STREET
DES PLAINES, ILLINOIS 60016
PHONE (847) 298-1193 FAX (847) 298-1195

PROJECT NO: 706167-0

DRAWN BY: KS

CHECKED BY: JMD

0	8/28/07	CLIENT REVIEW
1	8/30/07	2ND CLIENT REVIEW
2	9/19/07	3RD CLIENT REVIEW
3	9/11/07	CITY CHANGES
4	10/02/07	CLIENT CHANGES

WILD HORSE CREEK
SCT# 2007-11
18257 WILD HORSE CREEK ROAD
CHESTERFIELD, MO 63005
ST. LOUIS COUNTY
85' STEALTH TREE

SHEET TITLE
TITLE SHEET

SHEET NUMBER
Z-1

Reference Files: 8157-113 & 8157-113-04
 Issues: P:\Projects\706167-0\Drawings\2007\8157-113.dwg DATE: 10/27/2007 1:10:53 PM

NOTES:
 I. ARCHITECTURAL SITE PLAN SHOWN FOR REFERENCE INFORMATION ONLY AND NOT INTENDED AS SURVEY OR CIVIL OR STRUCTURAL DESIGN

NOTE:
 DISTANCE OF SPIRIT OF ST. LOUIS AIRPORT FROM SITE IS: 0.6 MILES (3168 FEET)

CITY OF CHESTERFIELD
 DEPARTMENT OF PLANNING AND PUBLIC WORKS

ADMINISTRATIVE APPROVAL

18307 WILD HORSE CREEK ROAD
 ZONED: NU

18301 WILD HORSE CREEK ROAD
 ZONED: NU

20' BUILDING SETBACK LINE

AMENDED FOR:
 ST. CHARLES TOWER 20'x50' FENCED COMPOUND/ LEASE AREA, CLEAR & GRUB AS REQUIRED

ST. CHARLES TOWER MONOROPES (DESIGN BY OTHERS)
 LAT: N38° 38' 40.41"
 LONG: W90° 39' 53.81"
 ELEV.: 656' AMSL
 DATE

ST. CHARLES TOWER 10' WIDE UTILITY EASEMENT

PARENT PARCEL (TYP.)

ST. CHARLES TOWER UNDERGROUND UTILITY CONDUITS WITHIN 5' WIDE UTILITY EASEMENT, COORDINATE SERVICE w/LOCAL UTILITY COMPANIES

EXISTING GRAVEL DRIVEWAY, USE AND IMPROVE AS REQUIRED

ST. CHARLES TOWER ACCESS/ UTILITY EASEMENT

EXISTING PUBLIC R.O.W

BENCHMARK INFORMATION:
 BENCHMARK ELEVATION, COORDINATE LOCATION AND GEODETIC NORTH, HAVE BEEN ESTABLISHED BY GPS OBSERVATION, USING THE ST. LOUIS COUNTY GEOGRAPHIC REFERENCE SYSTEM, ESTABLISHED BY THE MISSOURI DEPARTMENT OF NATURAL RESOURCES, DIVISION OF GEOLOGY AND LAND SURVEY, STATION NUMBER SL-90, BEING A FIRST ORDER STATION HAVING A KNOWN LATITUDE OF 38°38' 27.252" AND LONGITUDE OF 90°41'57.334", HAVING AN ELEVATION OF 482.938 FEET. ALL ST. LOUIS GEOGRAPHIC REFERENCE MONUMENTS ARE ON THE USGS BENCHMARK SYSTEM, NO CONVERSION IS NECESSARY.

SITE BENCHMARK: TOP OF IRON AXLE LOCATED AT THE SOUTHEAST CORNER OF SAID TRACT OF LAND HAVING THE ADDRESS OF 18301 WILD HORSE CREEK ROAD. ELEVATION=672.79 FEET.

1 SITE PLAN
 SCALE: 1"=40'

*Support
 Disguised Antenna Structure*

*Wood McCaskill Clay
 November 14, 2007*

N06°24'00"W 309.87'

N86°55'00"E 209.91'

1
 Z-3

N32°19'00"W 34.40'

WILD HORSE CREEK ROAD

S09°03'00"E 274.45'

147.50'

L = 192.99'
 R = 1116.28'

EXISTING FENCE (TYP.), PROTECT DURING CONSTRUCTION

ST. CHARLES TOWER 9'x19' PARKING SPACE

EXISTING SHED, PROTECT DURING CONSTRUCTION

18257 WILD HORSE CREEK ROAD
 ZONED: NU

ST. CHARLES TOWER 12' WIDE GRAVEL ACCESS DRIVE

EXISTING CONCRETE PAD, PROTECT DURING CONSTRUCTION

EXISTING BUILDING (TYP.), PROTECT DURING CONSTRUCTION

50' BUILDING SETBACK LINE

SITE BENCHMARK

EXISTING TELCO PEDESTAL #18301, ST. CHARLES TOWER TELCO DEMARCATION, COORDINATE w/LOCAL UTILITY COMPANIES

EXISTING UTILITY POLE #331566, ST. CHARLES TOWER ELECTRICAL DEMARCATION, COORDINATE W/LOCAL UTILITY COMPANIES

ST. CHARLES TOWER
 4 WEST DRIVE
 SUITE 110
 CHESTERFIELD, MO 63017

SHIVE HATTERY
 Cedar Rapids, IA • Iowa City, IA • Des Moines, IA
 Moline, IL • Bloomington, IL • Chicago, IL
 SHIVE-HATTERY, INC. 70 LEE STREET
 DES PLAINES, ILLINOIS 60018
 PHONE (847) 288-1168 FAX (847) 288-1166

PROJECT NO: 706167-0

DRAWN BY: KS

CHECKED BY: JMD

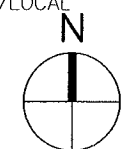
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1	8/30/07	2ND CLIENT REVIEW
2	9/10/07	3RD CLIENT REVIEW
3	9/14/07	DTY CHANGES
4	10/02/07	CLIENT CHANGES
5	11/29/07	DTY CHANGES

WILD HORSE CREEK
 SCT# 2007-11
 18257 WILD HORSE CREEK ROAD
 CHESTERFIELD, MO 63005
 ST. LOUIS COUNTY
 85' STEALTH TREE

SHEET TITLE
SITE PLAN

SHEET NUMBER
Z-2

Reference Files: 61671-IB > 61671-RE.Dwg | 61671-TOP.Dwg > 61671-TOP.Dwg | 1/20/2007 | Time: 12:41 |
 Username: P:\Projects\706167-1\DWG\303\61671-AD.DWG | DATE: 1/20/2007 | Time: 12:41 |



ST. CHARLES TOWER LEASE
AREA/FENCED COMPOUND, CLEAR &
GRUB AS REQUIRED

ST. CHARLES TOWER
RETAINING WALL

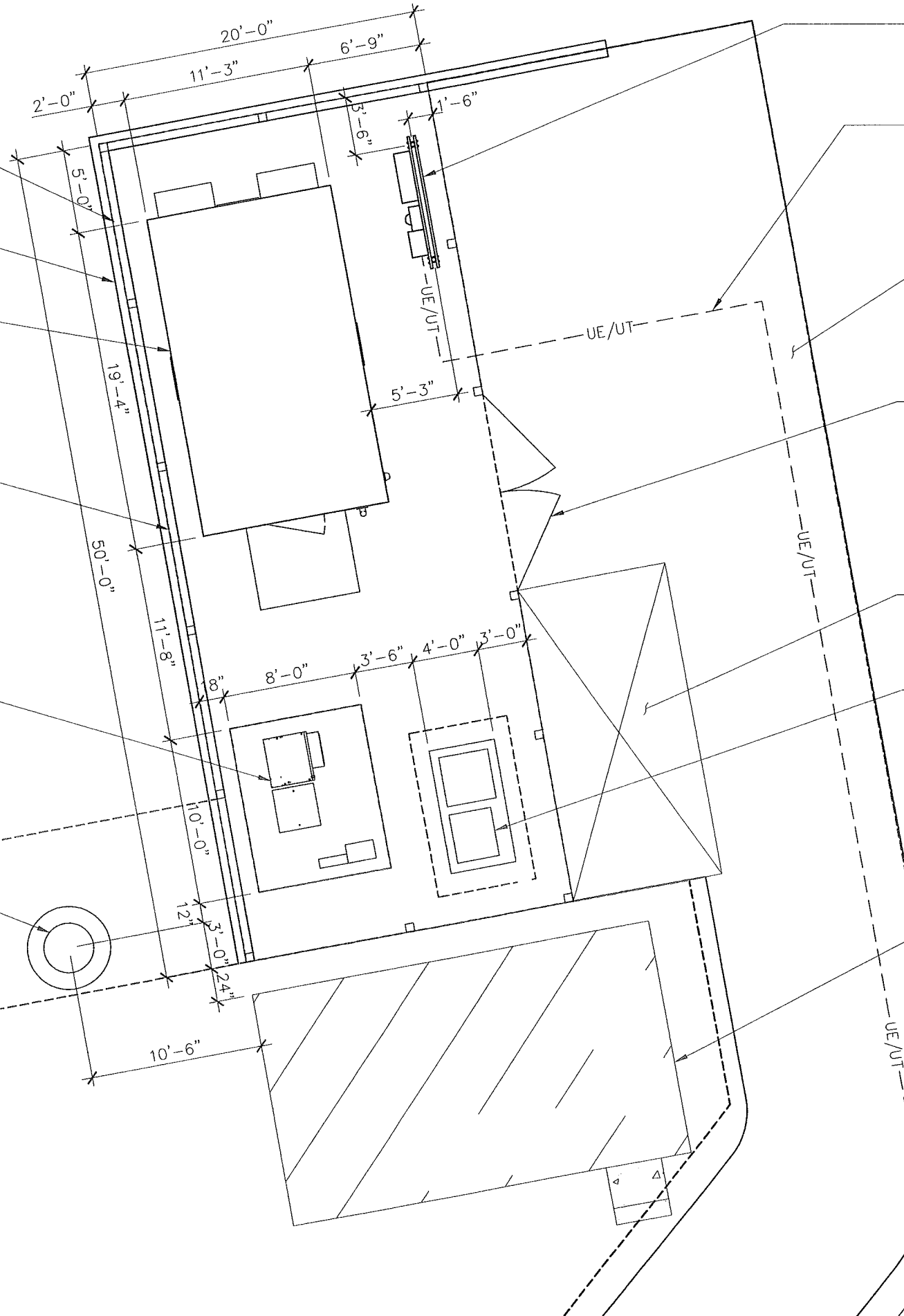
AT&T 12'x20' (NOM.)
EQUIPMENT SHELTER

ST. CHARLES TOWER 6' HIGH
WOOD FENCE

CRICKET EQUIPMENT CABINETS
ON CONCRETE PAD WITHIN
8'x10' LEASE AREA

ST. CHARLES TOWER MONOPINE
(DESIGN BY OTHERS)

ST. CHARLES TOWER 10' WIDE
UTILITY EASEMENT



ST. CHARLES TOWER
UTILITY RACK

ST. CHARLES TOWER
UNDERGROUND UTILITY
CONDUITS,
COORDINATE SERVICE
W/LOCAL UTILITY
COMPANIES

ST. CHARLES TOWER
GRAVEL DRIVE &
TURN AROUND

ST. CHARLES TOWER
(2) 6' ACCESS GATES

PARENT PARCEL (TYP.)

ST. CHARLES TOWER 9'x19'
PARKING SPACE

CLEAR-TALK EQUIPMENT CABINETS
ON CONCRETE PAD WITHIN 6'x10'
LEASE AREA

EXISTING FENCE (TYP.),
PROTECT DURING
CONSTRUCTION

EXISTING SHED, PROTECT
DURING CONSTRUCTION

**ST. CHARLES
TOWER**
4 WEST DRIVE
SUITE 110
CHESTERFIELD, MO 63017

SHIVE-HATTERY
Cedar Rapids, IA • Iowa City, IA • Des Moines, IA
Moline, IL • Bloomington, IL • Chicago, IL
SHIVE-HATTERY, INC. 701 LEE STREET
DES PLAINES, ILLINOIS 60018
PHONE (847) 288-1185 FAX (847) 288-1186

PROJECT NO: 706167-0

DRAWN BY: KS

CHECKED BY: JMD

NO	DATE	DESCRIPTION
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1	8/30/07	2ND CLIENT REVIEW
2	9/10/07	3RD CLIENT REVIEW
3	9/14/07	CITY CHANGES
4	10/02/07	CLIENT CHANGES
5	11/28/07	CITY CHANGES

**WILD HORSE
CREEK**
SCT# 2007-11
18257 WILD HORSE CREEK ROAD
CHESTERFIELD, MO 63005
ST. LOUIS COUNTY
85' STEALTH TREE

SHEET TITLE
**COMPOUND
PLAN**

SHEET NUMBER
Z-3

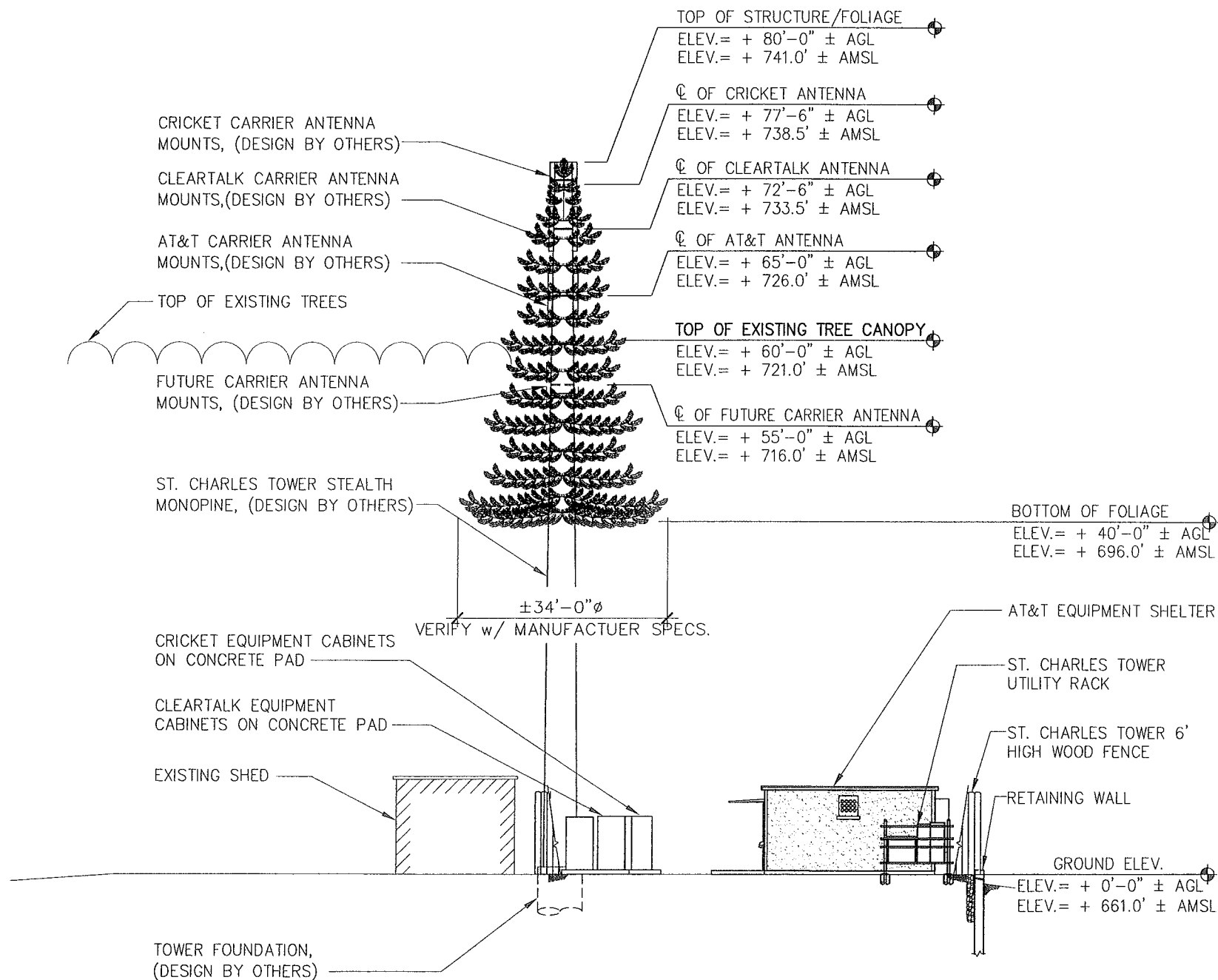
1 COMPOUND PLAN
SCALE: 1/8" = 1'-0"

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 | Name | P: | Project | 706167-0 | Dwg | 205 | 61671-A3.DWG | DATE: 11/28/2007 | TIME: 13:27 |

GENERAL NOTES:

SCT-01-NO-01-002

1. ELEVATION IS FOR REFERENCE PURPOSE ONLY. CONTRACTOR SHALL FIELD VERIFY EXISTING CONDITIONS.
2. CONTRACTOR SHALL PERFORM WORK DONE TO OR ON STRUCTURE IN ACCORDANCE WITH PROVIDED STRUCTURAL ANALYSIS SEPARATE FROM SHIVE-HATTERY ENGINEERED DOCUMENTS.
3. ANTENNAS, COAX, SUPPORTS, & ETC. SHALL BE INSTALLED PER MANUFACTURER RECOMMENDATIONS.

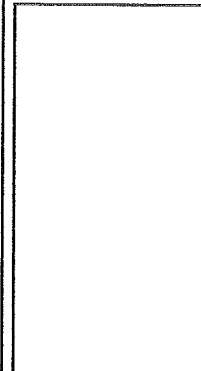


1 ELEVATION
SCALE: 1/16"=1'-0"

ST. CHARLES TOWER
4 WEST DRIVE
SUITE 110
CHESTERFIELD, MO 63017

SHIVE-HATTERY
Cedar Rapids, IA • Iowa City, IA • Des Moines, IA
Moline, IL • Bloomington, IL • Chicago, IL
SHIVE-HATTERY, INC. 701 LEE STREET
DES PLAINES, ILLINOIS 60016
PHONE (847) 288-1186 FAX (847) 288-1186

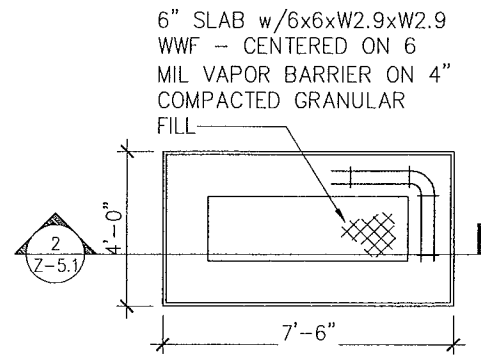
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DRAWN BY:	KS
CHECKED BY:	JMD
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1	8/30/07 2ND CLIENT REVIEW
2	9/10/07 3RD CLIENT REVIEW
3	9/14/07 CITY CHANGES
4	10/02/07 CLIENT CHANGES
5	11/29/07 CITY CHANGES



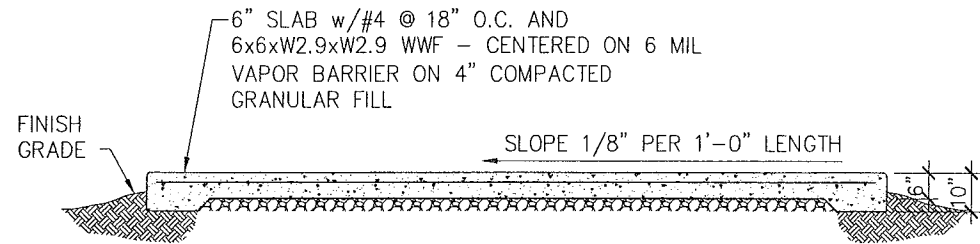
WILD HORSE CREEK
SCT# 2007-11
18257 WILD HORSE CREEK ROAD
CHESTERFIELD, MO 63005
ST. LOUIS COUNTY
85' STEALTH TREE

SHEET TITLE
ELEVATION

SHEET NUMBER
Z-4



1 FOUNDATION PLAN
SCALE: NONE SCT-01-CO-01-003



2 FOUNDATION SECTION
SCALE: NONE SCT-01-CO-02-002

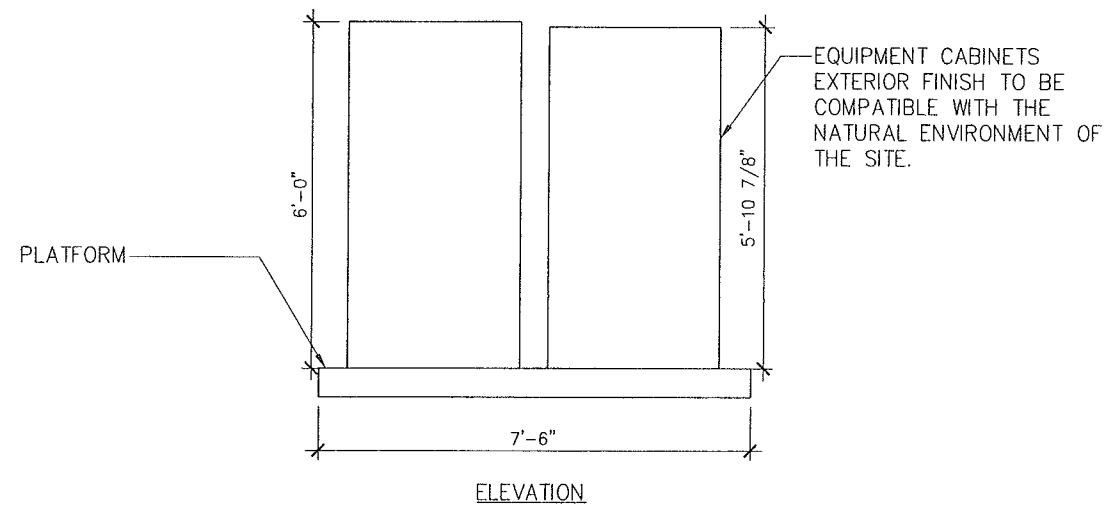
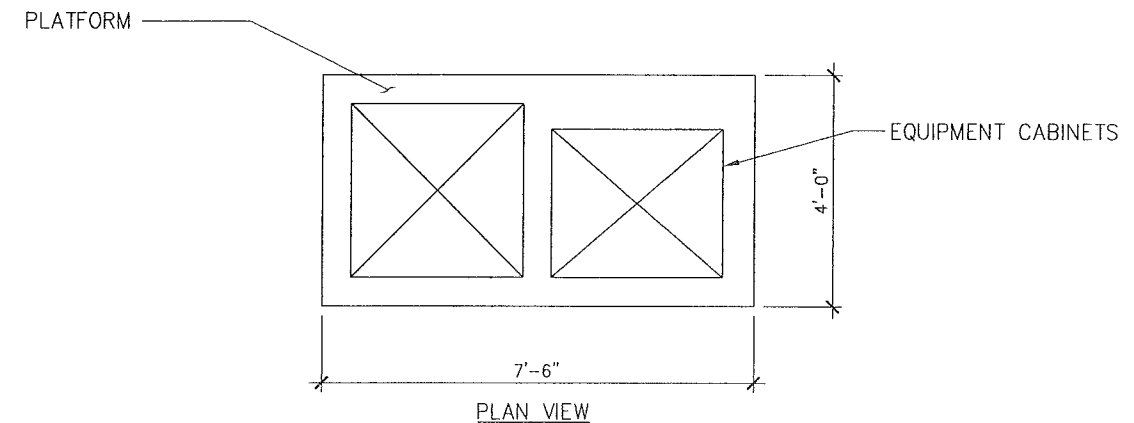
CONCRETE & REINF. STEEL NOTES

SCT-01-NO-04-005

1. CONCRETE WORK SHALL BE ACCORDANCE WITH THE ACI 301, ACI 318 AND THE SPECIFICATION CAST-IN-PLACE CONCRETE.
2. CONCRETE SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 3000 PSI AT 28 DAYS. AT CONTRACTOR'S OPTION A HIGH EARLY STRENGTH (TYPE III) CEMENT OR A STRENGTH ACCELERATING ADMIXTURE MAY BE USED. NO CALCIUM CHLORIDE ALLOWED. SUBMIT DESIGN MIX FOR APPROVAL.
3. REINFORCING STEEL SHALL CONFORM TO ASTM A615, GRADE 60, DEFORMED UNLESS NOTED OTHERWISE. WELDED WIRE FABRIC SHALL CONFORM TO ASTM A185 WELDED STEEL WIRE FABRIC, U.N.O. SPLICES SHALL BE CLASS "B" AND HOOKS SHALL BE STANDARD, U.N.O.
4. REINFORCING STEEL SHALL BE DETAILED IN ACCORDANCE WITH THE ACI "MANUAL OF STANDARD PRACTICE FOR DETAILING REINFORCED CONCRETE STRUCTURES", LATEST EDITION.
5. THE FOLLOWING MINIMUM CONCRETE COVER SHALL BE PROVIDED FOR REINFORCING STEEL IN ACCORDANCE WITH ACI 301 SECTION 5.7.1 UNLESS SHOWN OTHERWISE ON DRAWINGS:

CONCRETE CAST AGAINST EARTH.....3 IN.
CONCRETE EXPOSED TO EARTH OR WEATHER:
#6 AND LARGER.....2 IN.
#5 AND SMALLER & WWF...1 1/2 IN.

6. A 3/4" CHAMFER SHALL BE PROVIDED AT ALL EXPOSED EDGES OF CONCRETE, U.N.O., IN ACCORDANCE WITH ACI 301 SECTION 4.2.4.



3 EQUIPMENT ELEVATION - CLEARTALK
SCALE: NONE SCT-01-EQ-01-002

ST. CHARLES TOWER

4 WEST DRIVE
SUITE 110
CHESTERFIELD, MO 63017

SHIVE HATTERY

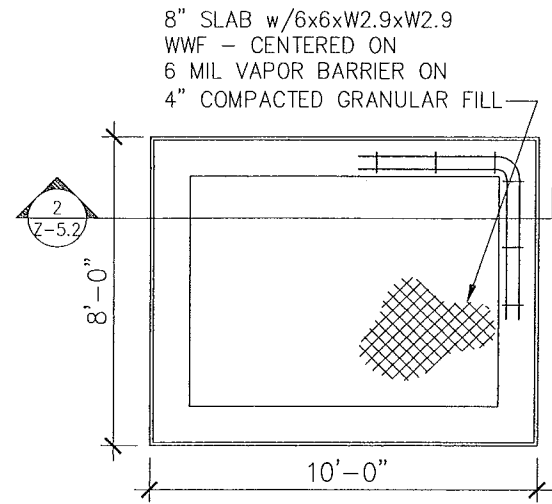
Cedar Rapids, IA · Iowa City, IA · Des Moines, IA
Moline, IL · Bloomington, IL · Chicago, IL
SHIVE-HATTERY, INC. 701 LEE STREET
DES PLAINES, ILLINOIS 60018
PHONE (847) 298-1183 FAX (847) 298-1186

PROJECT NO:	706187-0
DRAWN BY:	KS
CHECKED BY:	JMD
0	8/28/07 CLIENT REVIEW
1	8/30/07 2ND CLIENT REVIEW
2	9/10/07 3RD CLIENT REVIEW
3	9/14/07 QTY CHANGES
4	10/02/07 CLIENT CHANGES
5	11/29/07 QTY CHANGES

WILD HORSE CREEK
SCT# 2007-11
18257 WILD HORSE CREEK ROAD
CHESTERFIELD, MO 63005
ST. LOUIS COUNTY
85' STEALTH TREE

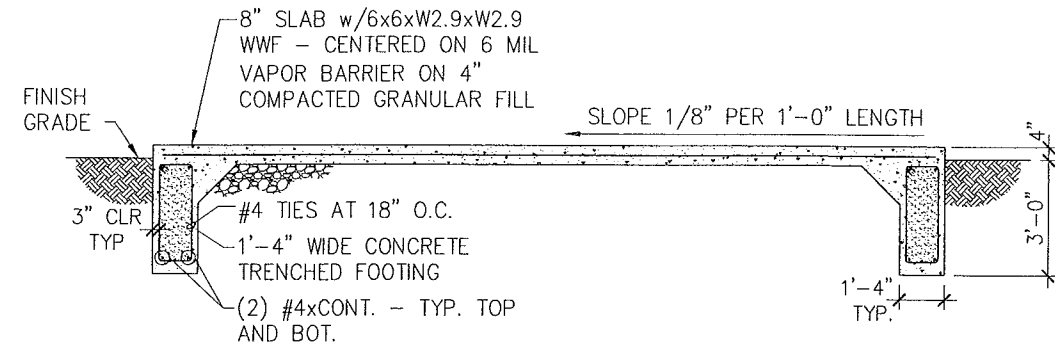
SHEET TITLE
EQUIPMENT PAD & DETAILS

SHEET NUMBER
Z-5.1



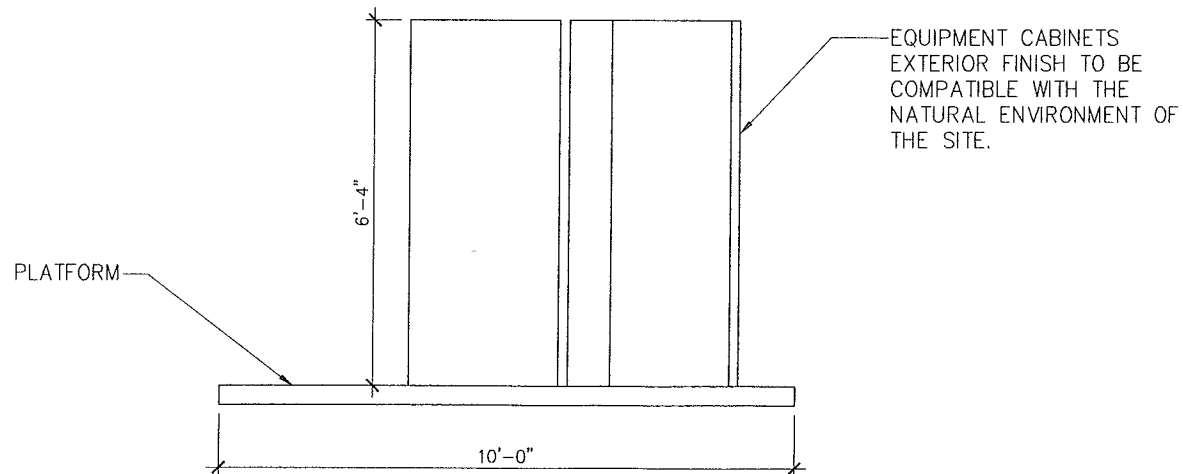
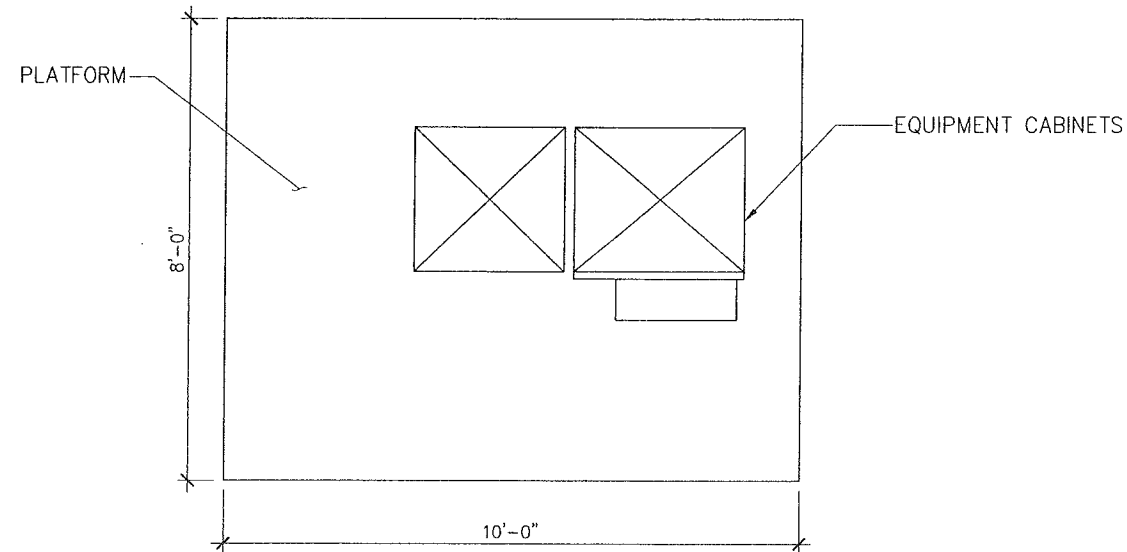
1 FOUNDATION PLAN
SCALE: NONE

SCT-01-CO-01-002



3 FOUNDATION SECTION
SCALE: NONE

SCT-01-CO-02-001



3 EQUIPMENT ELEVATION - CRICKET
SCALE: NONE

SCT-01-EQ-01-003

**ST. CHARLES
TOWER**

4 WEST DRIVE
SUITE 110
CHESTERFIELD, MO 63017

SHIVE HATTERY
Cedar Rapids, IA · Iowa City, IA · Des Moines, IA
Moline, IL · Bloomington, IL · Chicago, IL
SHIVE-HATTERY, INC. 701 LES STREET
DES PLAINES, ILLINOIS 60018
PHONE (847) 288-1183 FAX (847) 288-1188

PROJECT NO: 706167-0

DRAWN BY: KS

CHECKED BY: JMD

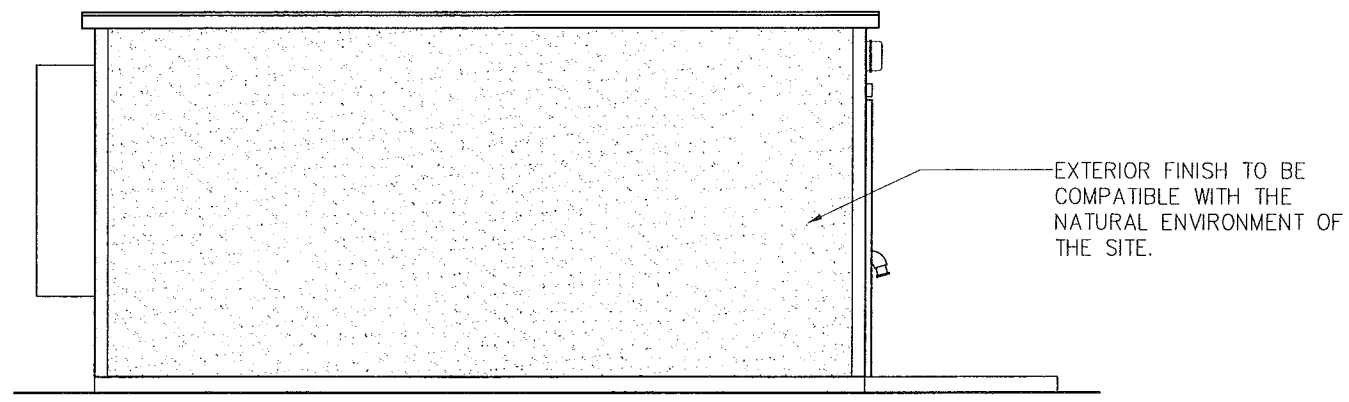
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**WILD HORSE
CREEK**
SCT# 2007-11
18257 WILD HORSE CREEK ROAD
CHESTERFIELD, MO 63005
ST. LOUIS COUNTY
85' STEALTH TREE

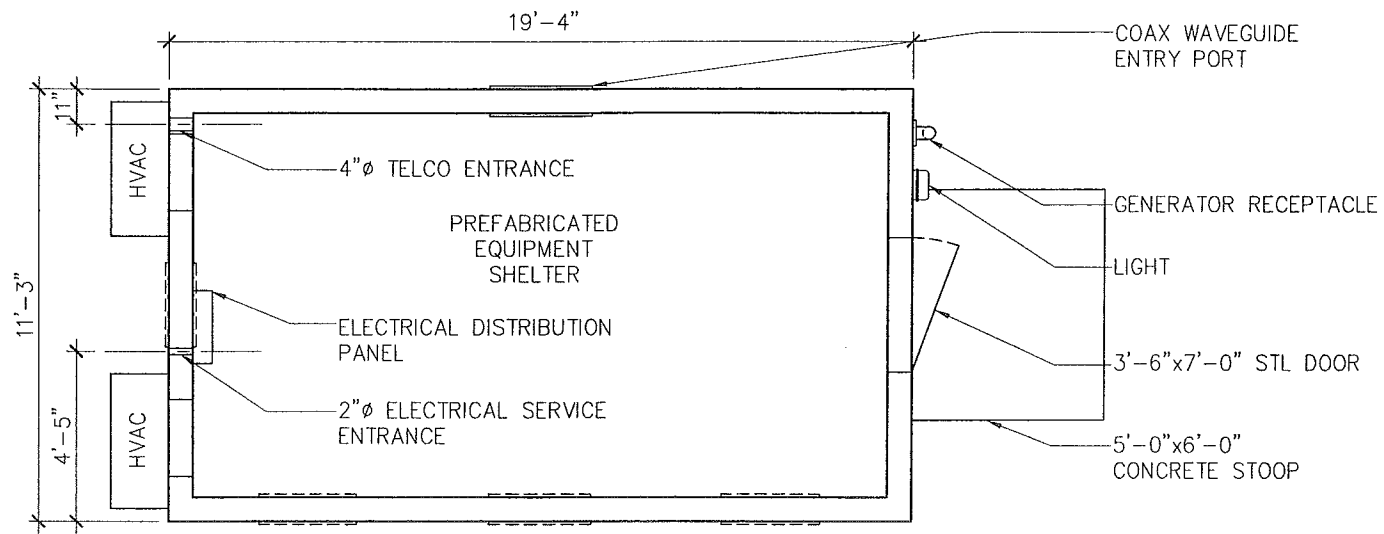
SHEET TITLE
**EQUIPMENT PAD
& DETAILS**

SHEET NUMBER

Z-5.2



ELEVATION



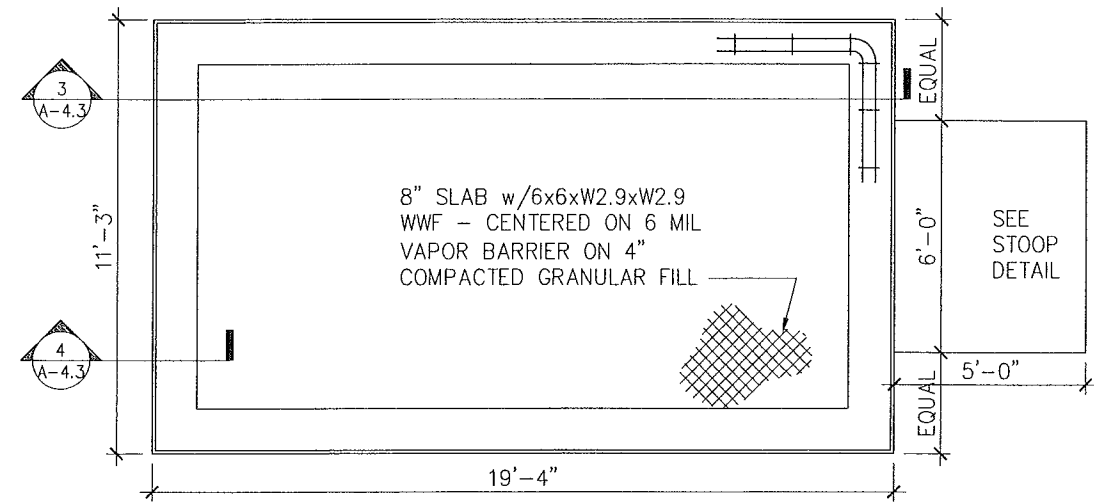
PLAN

NOTE:
 INFORMATION PROVIDED BY SHELTER MANUFACTURER, CONTRACTOR
 TO VERIFY w/ OWNER FOR EXACT SHELTER SIZE & TYPE ORDERED.

1 EQUIPMENT SHELTER DETAIL

SCALE: NONE

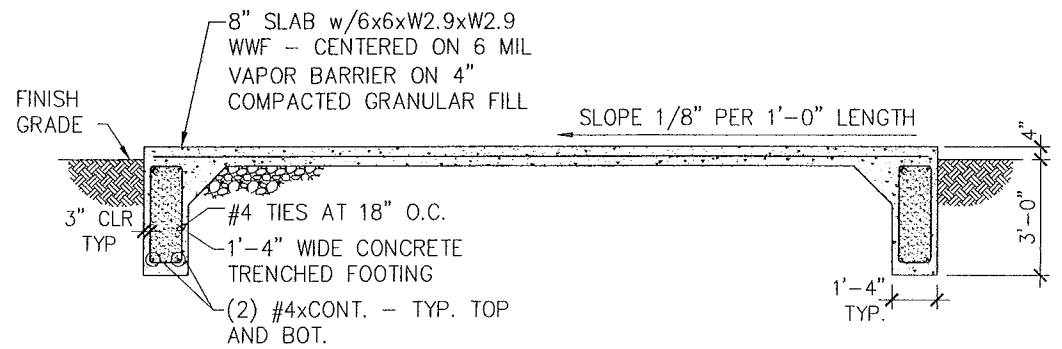
SCT-01-EQ-03-002-NV



2 FOUNDATION PLAN

SCALE: NONE

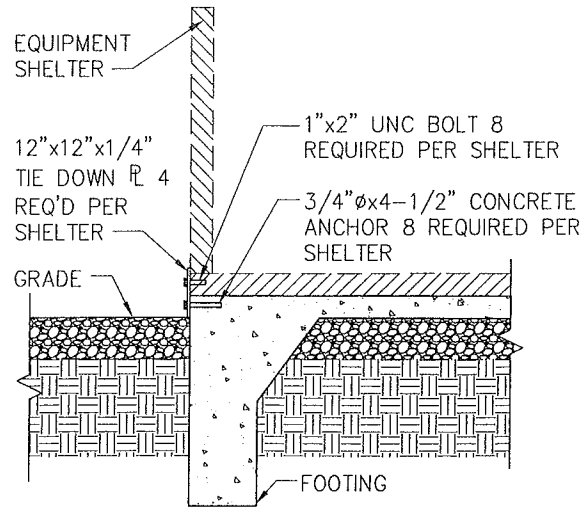
SCT-01-CO-01-002-NV



3 FOUNDATION SECTION

SCALE: NONE

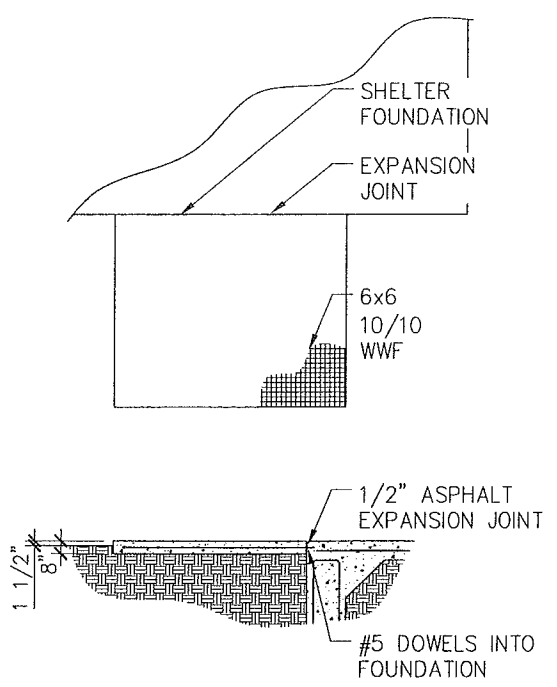
SCT-01-CO-02-001



4 SHELTER CONNECTION

SCALE: NONE

SCT-01-CO-02-002-NV



5 STOOP DETAIL

SCALE: NONE

SCT-01-CO-02-003-NV

ST. CHARLES TOWER
 4 WEST DRIVE
 SUITE 110
 CHESTERFIELD, MO 63017

SHIVE-HATTERY
 Cedar Rapids, IA • Iowa City, IA • Des Moines, IA
 Moline, IL • Bloomington, IL • Chicago, IL
 SHIVE-HATTERY, INC. 701 LEE STREET
 DES PLAINES, ILLINOIS 60018
 PHONE (847) 288-1185 FAX (847) 288-1186

PROJECT NO: 706187-0	
DRAWN BY: KS	
CHECKED BY: JMD	
0	8/28/07 CLIENT REVIEW
1	8/30/07 2ND CLIENT REVIEW
2	9/10/07 3RD CLIENT REVIEW
3	9/14/07 QTY CHANGES
4	10/02/07 CLIENT CHANGES
5	11/28/07 QTY CHANGES

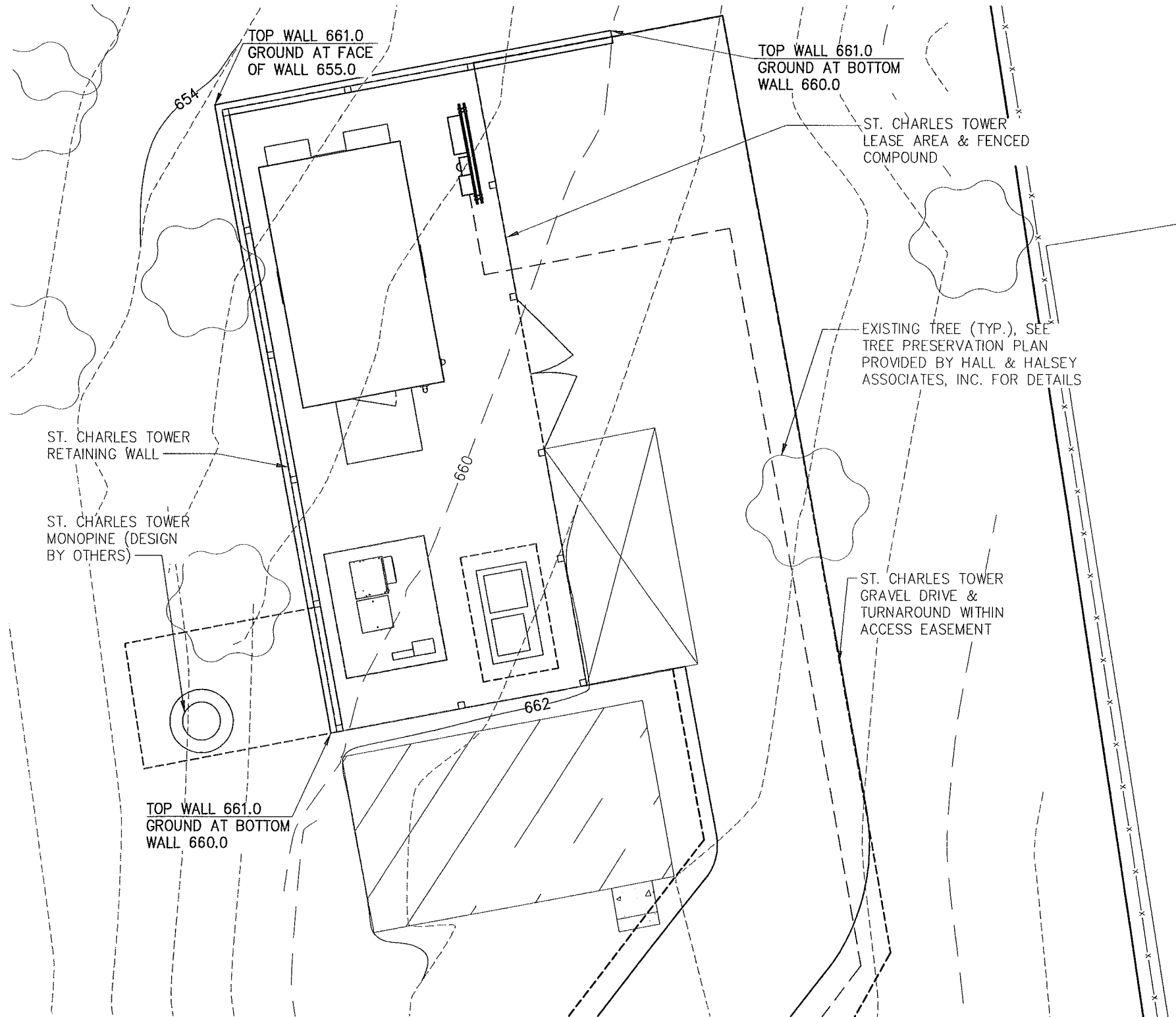
WILD HORSE CREEK
 SCT# 2007-11
 18257 WILD HORSE CREEK ROAD
 CHESTERFIELD, MO 63005
 ST. LOUIS COUNTY
 85' STEALTH TREE

SHEET TITLE
SHELTER & DETAILS

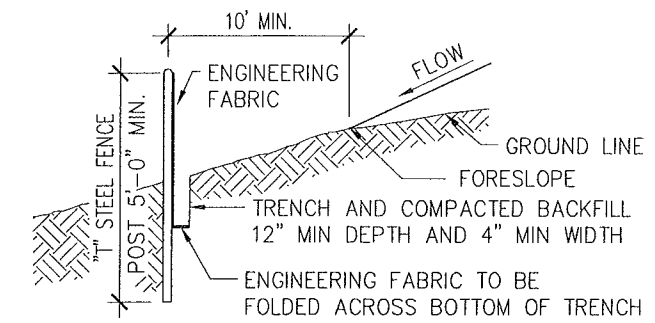
SHEET NUMBER
Z-5.3

EROSION CONTROL NOTES:

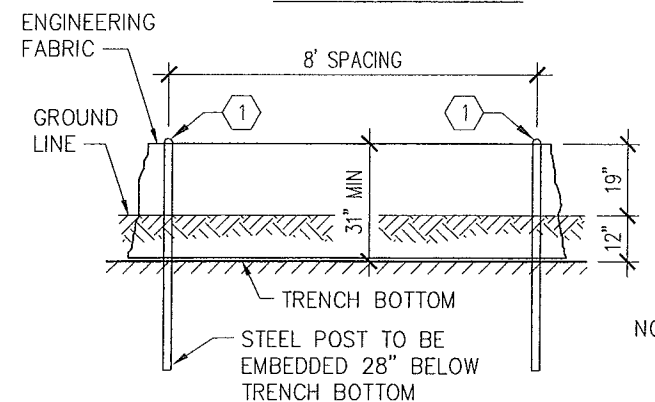
- USE ALL AVAILABLE MEANS TO MINIMIZE THE AMOUNT OF SOIL EROSION CAUSED BY THE WORK OF THE PROJECT. THIS INCLUDES RESPONSIBILITY FOR MAINTENANCE OF ALL SOIL EROSION CONTROL DEVICES INDICATED. REPAIRS TO SOIL EROSION CONTROL DEVICES SHALL BE COMPLETED WITHIN ONE DAY FROM NOTIFICATION.
- PROVIDE AND MAINTAIN EROSION CONTROL DEVICES ON THE DOWNSTREAM SIDE OF DISTURBED AREAS. EROSION CONTROL TO CONSIST OF STRAW BALES OR DOT APPROVED SILT FENCE. THE DEVICES ARE TO REMAIN IN PLACE UNTIL PAVEMENT AND INTAKES ARE CONSTRUCTED AND UNTIL A PERMANENT GROUND COVER IS ESTABLISHED.
- MINIMIZE SOIL EROSION BY MAINTAINING ALL EXISTING VEGETATIVE GROWTH WITHIN THE GRADING LIMITS FOR AS LONG AS PRACTICAL.
- EROSION CONTROL DEVICES SHALL BE CHECKED ONCE PER WEEK AND AFTER EACH RAINFALL TO ENSURE WORKING ORDER.
- SEED ALL DISTURBED AREAS EXPOSED FOR MORE THAN 20 DAYS WITH ANNUAL RYE GRASS OR OATS.



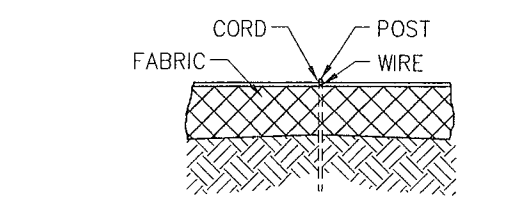
1 GRADING SITE PLAN
SCALE: 1"=10'



TYPICAL SECTION SILT FENCE

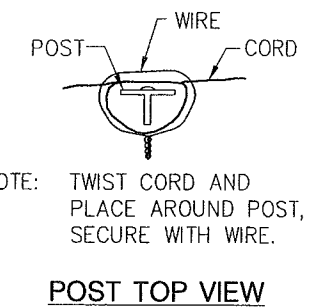


DETAILS OF SILT FENCE



FRONT VIEW

2 SILT FENCE DETAIL
SCALE: NONE

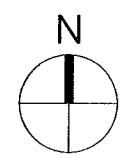


POST TOP VIEW

- NOTES:**
- SECURE TOP OF ENGINEERING FABRIC TO STEEL POST.
 - ENGINEERING FABRIC TO BE PLACED TO BOTTOM OF TRENCH.
 - ENGINEERING FABRIC SHALL HAVE A MINIMUM 36" WIDTH.

LEGEND

- 660 --- EXISTING MAJOR CONTOUR TO REMAIN
- 654 --- EXISTING MINOR CONTOUR TO REMAIN
- 660 — NEW MODIFIED MAJOR CONTOUR
- 654 — NEW MODIFIED MINOR CONTOUR



ST. CHARLES TOWER
4 WEST DRIVE
SUITE 110
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WILD HORSE CREEK
SCT# 2007-11
18257 WILD HORSE CREEK ROAD
CHESTERFIELD, MO 63005
ST. LOUIS COUNTY
85' STEALTH TREE

SHEET TITLE
GRADING SITE PLAN

SHEET NUMBER
Z-6

AN ORDINANCE TO AMEND THE ZONING ORDINANCE OF THE MUNICIPAL CODE OF CHESTERFIELD, MISSOURI SO AS TO REGULATE THE PLACEMENT OF COMMUNICATIONS ANTENNAE AND SUPPORT STRUCTURES WITHIN THE JURISDICTIONAL LIMITS OF THE CITY; TO ESTABLISH PROCEDURES AND CRITERIA FOR OBTAINING A PERMIT TO AFFIX AN ANTENNA OR BUILD A SUPPORT STRUCTURE WITHIN THE CITY; TO ESTABLISH PROCEDURES AND CRITERIA FOR OBTAINING A CONDITIONAL USE PERMIT TO AFFIX AN ANTENNA OR BUILD A SUPPORT STRUCTURE WITHIN THE CITY; TO ESTABLISH OTHER PROVISIONS REGARDING COMMUNICATIONS ANTENNAE AND SUPPORT STRUCTURES; TO PROVIDE AN EFFECTIVE DATE; TO PROVIDE FOR CONFLICT AND SEVERABILITY; AND FOR OTHER PURPOSES.

WHEREAS, use of low power mobile radio service has increased in recent years to take advantage of the advancement of telecommunication technology; and,

WHEREAS, the market for low power mobile radio service telecommunications has grown to be used by businesses, public safety departments, and numerous recreational users; and,

WHEREAS, recent regulatory changes by the Federal Communication Commission (FCC) has opened numerous new portions of the radio spectrum to allow new wireless competition into the market place to include Personal Communications Services (PCS) and specialized low power mobile radio (ESMR); and,

WHEREAS, the Zoning Ordinance of the City of Chesterfield is not written to address low power mobile radio service technology and the land use issues brought on by the rapid growth and demand for low powered mobile radio service which results in the demand for the current market mobile power radio service networks which are typically used at lower power to reach a limited number of users in smaller geographic areas more commonly referred to as "cell sites"; and,

WHEREAS, it is the intention of this Ordinance to establish policies that deal with the issues of demand, visual mitigation, noise, engineering, residual impacts, health, and facility siting; and,

WHEREAS, the ability to predict the growth of low power mobile radio service telecommunications and the number of new sites that will be required in any future time frame by providers is difficult at best; and,

WHEREAS, the City Council has found that despite the enthusiastic response by the citizens of the City to low power mobile radio service, there continues to be strong objections to the presence of low power mobile radio service facilities in the community and neighborhoods; and,

WHEREAS, the City Council recognizes that certain types of low power mobile service telecommunication facilities may be inappropriate in areas of single family residential developments. However, the City recognizes the need to attempt to preserve the pre-existing character of the community and to minimize the impact on residential areas surrounding commercial or industrial zone sites through the use of pre-existing buildings and facilities.

NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI, AS FOLLOWS:

Policy Statement City of Chesterfield recognizes that the legal implications of the Federal Telecommunications Act of 1996 and the power that has been retained by said Act for municipalities relating to land use issues and the telecommunications industry.

Accordingly, the City has taken into consideration the unique and diverse landscapes found within this community and states that the landscape within the community is one of its most valuable assets. Protecting these valuable assets will require that the location and design of low power mobile radio service telecommunication facilities be sensitive to the setting in which they are placed.

Community and neighborhood visual concerns should be considered paramount in the consideration of and selection of sites. Visual concerns should include both those found on and off site and these concerns should be evaluated by a consideration of all the policies as set forth in this Ordinance. These policies, therefore, are incorporated into the Ordinance relating to the visual impact and screening criteria applicable to low power mobile radio service telecommunications facilities.

Section 1.

That the Zoning Ordinance of the City of Chesterfield Municipal Code be and is hereby amended by adding a new Section 1003.167.18 thereto as follows:

- I. **Purposes.** The purposes of this Ordinance are to:
 - A. Provide for the appropriate location and development of communications facilities and systems to serve the citizens and businesses of the City of Chesterfield;
 - B. To encourage the location of antenna atop existing structures or buildings.

- C. Minimize adverse visual impacts of communications antennae and support structures through careful design siting, landscape screening and innovative camouflaging techniques;
- D. Maximize the use of existing and new support structures so as to minimize the need to construct new or additional facilities;
- E. Maximize and encourage the use of disguised antenna support structures as to ensure the architectural integrity of designated areas within the City and the scenic quality of protected natural habitats.

II. Definitions.

As used in this Ordinance, the following terms shall have the meanings and usages indicated:

- A. **Antenna**: Any device that transmits and/or receives electromagnetic signals for voice, data or video communications purposes including, but not limited to, television, AM/FM radio, microwave, cellular telephone and similar forms of communications. The term shall exclude satellite earth station antennae less than two (2) meters in diameter used only for home television reception.
- B. **Antenna support structure**: Any structure designed and constructed for the support of antennas, including any tower or disguised support structure, but excluding those support structures under sixty (60) feet in height owned and operated by an amateur radio operator licensed by the FCC. The term antenna support structure shall also include any related and necessary cabinet or shelter.
- C. **Cabinet**: A structure for the protection and security of communications equipment associated with one or more antennae where direct access to equipment is provided from the exterior and the horizontal dimensions of which do not exceed four (4) feet by six (6) feet.
- D. **Director**: The Director of Planning of the City of Chesterfield or his/her designee.
- E. **Disguised Support Structure**: Any free standing man made structure designed solely for the support of communications antennas, the presence of which is camouflaged or concealed as an architectural or natural feature. Such structures may include, but are not limited to, clock towers, campaniles, observation towers, pylon signs, water towers, light standards, flag poles and artificial trees.
- F. **FAA**: The Federal Aviation Administration.
- G. **FCC**: The Federal Communication Commission.

- H. **Height:** The vertical distance measured from the average grade to its highest point and including the main structure and all attachments thereto.
- I. **Shelter:** A building for the protection and security of communications equipment associated with one or more antennae and where access to equipment is gained from the interior of the building. Human occupancy for office or other uses or the storage of other materials and equipment not in direct support of the connected antennae is prohibited.
- J. **Tower:** A structure designed for the support of one (1) or more antennae and including guyed towers, self-supporting (lattice) towers or monopoles but not disguised support structures or buildings. The term shall also not include any support structure under sixty (60) feet in height owned and operated by an amateur radio operator licensed by the Federal Communication Commission.
- K. **Tower Multi-Use Interest Area:** Those areas as identified on the Telecommunications Master Plan Map which is made a part of this ordinance by reference as if fully set out herein, which contains locations where the City has determined the location of communication antenna support structures would be appropriate.

III. General Requirements.

The requirements set forth in this Section shall be applicable to all antennae support structures installed, built or modified after the effective date of this Ordinance and owned by a private entity or agency of local government.

A. Permitted or Conditional Use

Antenna shall be a permitted use in all zoning districts.

Any tower shall require a Conditional Use Permit (CUP) if it is located in a "PS" Park and Scenic District, "NU" Non-Urban District, "R-1" Residence District, "R-1A" Residence District, "R-2" Residence District, "R-3" Residence District, "R-4" Residence District, "R-5" Residence District, "R-6A" Residence District, "R-6AA" Residence District, "R-6" Residence District, "R-7" Residence District, or "R-8" Residence District. A disguised support structure greater than one hundred (100) feet in height shall require a Conditional Use Permit (CUP) if located in a "PS" Park and Scenic District, "NU" Non-Urban District, "R-1" Residence District, "R-1A" Residence District, "R-2" Residence District, "R-3" Residence District, "R-4" Residence District, "R-5" Residence District, "R-6A" Residence District, "R-6AA" Residence District, "R-6" Residence District, "R-7" Residence District, or "R-8" Residence District.

An antenna support structure less than one hundred and twenty (120) feet in height shall be a permitted use in "C-1" Neighborhood Business Districts, "C-2" Shopping Districts, "C-3" Shopping Districts, "C-4" Highway Service Commercial Districts, "C-6" Office Research Service Districts, "C-7" General Extensive Commercial Districts, "M-1" Industrial Districts, or "M-2" Industrial Districts. An antenna support structure more than one hundred (120) feet in height shall require a Conditional Use Permit (CUP) in a "C-1" Neighborhood Business District, "C-2" Shopping District, "C-3" Shopping District, "C-4" Highway Service Commercial District, "C-6" Office Research Service District, "C-7" General Extensive Commercial District, "M-1" Industrial District, or "M-2" Industrial District.

In a "C-8" Planned Commercial District, "M-3" Planned Industrial District, or "MXD" Mixed Use Development District any antennae support structure may be included as a permitted use in the conditions of the governing ordinance. Such governing ordinance must, at a minimum, comply with all of the conditions of this Ordinance.

B. Building Codes and Safety Standards

To ensure the structural integrity of antenna support structures, the owner shall ensure that it is constructed and maintained in compliance with all standards contained in applicable state and local building codes and the applicable standards published by the Electronics Industries Association, as amended from time to time.

C. Regulatory Compliance

All antennae and support structures shall meet or exceed current standards and regulations of the FAA, FCC and any other state or federal agency with the authority to regulate communications antennae and support structures. Should such standards or regulations be amended, then the owner shall bring such devices and structures into compliance with the revised standards or regulations within six (6) months of the effective date of the revision unless an earlier date is mandated by the controlling agency.

D. Security

All antennae and support structures shall be protected from unauthorized access by appropriate security devices. A description of proposed security measures shall be provided as part of any application to install, build or modify antennae or support structures. No barbed wire will be used on security fences. Additional measures may be required as a condition of the issuance of a Administrative/Zoning Approval as deemed necessary by the Director of Planning or by the City Council in the case of a Conditional Use Permit.

E. Lighting

Antennae and support structures shall not be lighted unless required by the FAA, a state or federal agency with authority to regulate, or the Chesterfield City Council, in which case a description of the required lighting scheme shall be made a part of the application to install, build or modify the antennae or support structure.

F. Advertising

Unless a disguised antenna support structure is in the form of an otherwise lawfully placed pylon sign, the placement of signs on structures regulated by this Section is prohibited.

G. Design

1. Towers shall maintain a galvanized steel finish or, subject to the requirements of the FAA or any applicable state or federal agency, be painted a neutral color consistent with the natural or built environment of the site.
2. Equipment shelters or cabinets shall have an exterior finish compatible with the natural or built environment of the site, and may also be brick or other masonry material as required by the Director or by the City Council in the case of a Conditional Use Permit.
3. Antennae attached to a building or antenna support structure shall be painted a color identical to, or compatible with, the surface to which they are mounted.
4. All towers shall be surrounded by a landscape strip of not less than ten (10) feet in width, and planted with materials which will provide a visual barrier of a minimum height of six (6) feet. Evergreen trees should be at least six (6) feet tall, and deciduous trees at least two and one-half (2-1/2) inch in caliper, at the time of planting. Said landscape strip shall be exterior to any security fencing. In lieu of the required landscape strip, a minimum six (6) foot high decorative fence or wall may be approved by the Director in the case of a Administrative/Zoning Approval or by the City Council in the case of a Conditional Use Permit upon demonstration by the applicant that an equivalent degree of visual screening is achieved.
5. All antenna support structures shall be separated from any on-site residential structure a distance equal to the height of the antenna support structure. Antenna support structures on parcels adjacent to residentially zoned property shall meet the setbacks of the applicable zoning district as are required for a

principal structure along the adjoining property lines(s). Where adjacent to non-residentially zoned property, antenna support structures shall maintain setbacks as are required for structures.

6. Ground anchors of all guyed towers shall be located on the same parcel as the tower and meet the setbacks of the applicable zoning district.
7. Vehicle or outdoor storage on any antenna support structure site is prohibited.
8. On-site parking for periodic maintenance and service shall be provided at all antenna or antenna support structure locations. Access to and parking for antenna or antenna support structure locations shall be provided on a paved or an alternate dust proof surface.
9. The minimum lot size for any antenna support structure shall be twelve thousand (12,000) square feet when located in non-residential districts. In any "R" Residential District the minimum lot size for antenna support structures shall be the same as the minimum lot size of the residential district in which it is to be located.

H. Shared Use

1. Prior to the issuance of any Administrative/Zoning Approval or Conditional Use Permit to alter or modify any tower existing on the effective date of this Ordinance, the owner shall provide to the City a written and notarized statement agreeing to make said tower available for use by others subject to reasonable technical limitations and reasonable financial terms. The willful and knowing failure of a tower owner to agree to shared use or to negotiate in good faith with potential users shall be cause for the withholding of future permits to the same owner to install, build or modify antennae or antenna support structures within the City.
2. Prior to the issuance of any permit to install, build or modify any antenna support structure, the antenna support structure owner shall furnish the Director an inventory of all antenna support structures in or within one-half (1/2) mile of the city limits of Chesterfield, and agree to the shared use of the proposed facilities subject to such technical limitations and financial terms as are reasonable. The inventory shall include the antenna support structure's reference name or number, the street location, latitude and longitude, structure type, height, type and mounting height of existing antennas and an assessment of available ground space for the placement of additional equipment shelters.

3. Any new antenna support structure at a height of one hundred (100) feet above ground level or higher shall be designed and constructed to accommodate at least one (1) additional user unless a larger number is indicated by the Telecommunications Master Plan Map or based upon the response to the notification provisions herein. The willful and knowing failure of the owner of a antenna support structure built for shared use to negotiate in good faith with potential users shall be cause for the withholding of future permits to the same owner to install, build or modify antennae or antenna support structures within the City.
4. Any new antenna support structure approved within a Communication Tower Multi-Use Permit Area as designated by the Telecommunications Master Plan Map, shall be designed and constructed to accommodate the number of users indicated by the Plan. The willful and knowing failure of the owner of an antenna support structure built for shared use to negotiate in good faith with potential uses shall be cause for the withholding of future permits to the same owner to install, build or modify antennae or antenna support structures within the City.
5. All telecommunication antenna support structures must comply with all regulations contained under the Air Navigation Space Regulations as contained in the Zoning Ordinance of the City of Chesterfield and shall submit proof of FAA approval to the City with their application for permits for any antenna support structure located within 10,000 feet of Spirit Airport or any other airport located within the City.

IV. Permitted Use.

After any Administrative/Zoning Approval required by Section V herein, and upon receipt of the appropriate Building Permit, the following are allowed:

1. The attachment of additional or replacement antennae or shelters to any antenna support structure existing on the effective date of this Ordinance or subsequently approved in accordance with these regulations, provided that additional equipment shelters or cabinets are located within the existing antenna support structure compound area, and that said shelters or cabinets meet all other criteria as established by this Ordinance as required by the applicable zoning district regulations.
2. Antennae which are in accordance with an approved design contained on schedule prepared and maintained by the Director of Planning or of such other design as is otherwise maximally disguised or minimally obtrusive on

the antenna support structure, including minimal horizontal extension, as may be permitted by current available technology.

3. If the permit is to modify an existing permitted use antenna support structure, then the provisions of Section H herein requiring shared use of antenna support structures shall be complied with as to the subject antenna support structure before any modification shall be permitted.
4. The mounting of antennae in or on any existing building or structure (such as a water tower), or a tower used for high voltage electric lines provided that the presence of the antennae are concealed by architectural elements or camouflaged by painting.
5. The installation of antennae on buildings or the construction of an antenna support structure on land owned by the City of Chesterfield following the approval of a lease agreement by the City Council.
6. The installation of antennae on buildings or the construction of an antenna support structure of less than one hundred and twenty (120) feet in height on land owned by the State of Missouri or any agency of the federal government or any local governmental entity.
7. The maintenance without alteration of any antenna support structure existing on the date of the enactment of this Ordinance. Any modification to an existing antenna support structure, including but not limited to the replacement or addition of any antennae or equipment shelters, shall be subject to all the provisions of this Ordinance.
8. The mounting of antenna on or within ten (10) feet above any existing high voltage electric transmission lines.

V. Administrative Permit/Zoning Approval.

Prior to the issuance of a Building Permit, an Administrative Zoning Approval issued by the Director shall be obtained and shall allow the following:

A. Approvals.

1. The attachment of additional or replacement antennae or shelters to any antenna support structure existing on the effective date of this Ordinance or subsequently approved in accordance with these regulations and which requires the enlargement of the existing antenna support structure compound

area as long as all other requirements of this Section and the underlying zoning district are met.

2. The one-time replacement of any antenna support structure existing on the effective date of this Ordinance or subsequently approved in accordance with these regulations so long as the purpose of the replacement is to accommodate shared use of the site or to eliminate a safety hazard. The new antenna support structure shall be of the same type as the original, except that a guyed or self-supporting (lattice) tower shall be replaced by a monopole or disguised support structure if they can meet applicable building permits and the standards published by the Electronics Industry Association. The height of the new antenna support structure may exceed that of the original by not more than twenty (20) feet. Subsequent replacements or replacements that are more than twenty (20) feet shall require a Conditional Use Permit. All antennae shall be in accordance with an approved design contained on a schedule prepared and maintained by the Director of Planning or of such other design as is otherwise maximally disguised and shall have minimal horizontal extension. Subsequent replacement shall require the approval of a Conditional Use Permit.
3. The construction of a disguised antenna support structure in a "C-1" Neighborhood Business District, "C-2" Shopping District, "C-3" Shopping District, "C-4" Highway Service Commercial District, "C-6" Office Research Service District, "C-7" General Extensive Commercial District, "M-1" Industrial District, or "M-2" Industrial District provided that all related equipment shall be placed underground or concealed within the structure.
4. The installation of antennae on buildings or the construction of a tower or Disguised Support Structure on land owned by state or federal government or any local political subdivision. Such antenna support structures shall not exceed one hundred and twenty (120) feet in height.
5. The placement of dual polar panel antennas on wooden or steel utility poles not to exceed forty (40) feet in height provided that all related equipment is contained in a cabinet.
6. The construction of a new telecommunications antenna support structure if said antenna support structure complies with all the provisions set out in this ordinance, and is located within a Tower Multi-Use Interest Area as identified by the Telecommunications Master Plan.

B. Application Procedures: Applications for Administrative/Zoning Approval shall be made on the appropriate forms to the Director and accompanied by payment of the established fee and shall include:

1. A detailed site plan, based on a closed boundary survey of the host parcel, shall be submitted indicating all existing and proposed improvements including buildings, drives, walkways, parking areas and other structures, public rights-of-way, the zoning districts of the subject and adjoining properties, the location of and distance to off-site residential structures, required setbacks, required buffer and landscape areas, hydrologic features, and the coordinates and height, above ground level of the existing or proposed antenna support structure, and antenna, together with latitude and longitude and shall include what other antenna support structure heights would or could accommodate the applicant's proposed needs along with documentation as to whether the height and location chosen will accommodate any other company's known network.
2. The application shall be reviewed by the Department of Planning to determine compliance with the above standards and transmit the application for review and comment to other departments and public agencies as may be affected by the proposed facility.
3. The application for a new antenna support structure, or a summary of such application, containing the height, design, location, and type of antenna and frequency of the proposed antenna support structure shall be delivered by certified mail to all potential antenna support structure users as identified by a schedule maintained by the Department of Planning. Proof of such delivery shall be submitted with the application to the City. The Director shall make available for any user of antenna support structures, or prospective users placed on the list, to receive notification of applications. The Director shall, before deciding on the application, allow all persons receiving notice of the application at least ten (10) business days to respond to the City and the applicant requesting that the party receiving notice be permitted to share the proposed antenna support structure. The failure of any notified party to respond to said notice shall be considered in reviewing any subsequent requests for new antenna support structures by said notified party.
4. Any party seeking shared use of an antenna support structure, subject to the shared use requirement, may negotiate with the applicant for such use. The applicant may on a non-discriminatory basis choose between incompatible requests for shared use on the same tower or structure, and may reject any request where legitimate technical obstacles cannot be reasonably overcome or where the party requesting shared use will not agree to reasonable financial

terms designed to equally share the costs of the acquisition, design, construction and maintenance of the tower or structure and wholly offset any additional costs incurred by accommodation of the additional use. Any party believing that the applicant has breached its duty to negotiate in good faith for shared use shall immediately notify the applicant and the Director in writing, who may deny the application upon a finding that shared use has been improperly denied by the applicant. The writing shall explain the precise basis for the claim that the applicant has breached its duty to regulate in good faith and shall be accompanied by payment of an administrative review fee of three hundred dollars (\$300) to the City to offset the costs of this review. After the applicant's receipt of the letter, the applicant shall have ten (10) days to provide a written submission to the Director responding to the letter alleging a violation of the shared use requirement. If deemed necessary by the Director, the Director may engage, at the cost of the party alleging the violation, a neutral qualified technical consultant to provide an opinion on feasibility or costs of the Shared-Use request. If the Director receives such a letter alleging violation of the Shared-Use requirement, the time for a decision is automatically extended up to thirty (30) additional days until the Director has determined whether the applicant has complied with such requirement.

5. The Director shall issue a decision on the permit within thirty (30) days of the date of application or the application shall be deemed approved, except as provided in subsection 4. The Director may deny the application or approve the application as submitted or with such modifications as are, in his/her judgment, reasonably necessary to protect the safety or general welfare of the citizens of Chesterfield. The Director may consider the factors established herein for granting a Conditional Use Permit as well as other considerations consistent with this Ordinance. A decision to deny an application shall be made in writing, and state the specific reasons for the denial.

- C. **Appeals.** Appeals from the decision of the Director shall be made in the same manner as provided by the Zoning Ordinance for the appeal of administrative decisions.

VI. Conditional Use Permit Required.

All proposals to install, build or modify an antenna or a support structure not covered under Section IV or V above shall require the applicant to affirmatively show the reasons why the antenna support structure cannot be located in an area covered in these sections. The applicant shall be required to meet the requirements of Section 1003.181 (8) (3), and shall require a Conditional Use Permit, following a duly advertised public hearing by the Planning Commission.

- A. Applications for Conditional Use Permits shall be filed and processed in the manner and time frame as established for all other Conditional Use Permits under the Zoning Ordinance.
- B. Findings Required: In addition to any other determinations specified by the Zoning Ordinance for the consideration of Conditional Use Permits, the Planning Commission shall make findings as to the following based upon evidence submitted with the application, or presented during the public hearing by the applicant or others. A decision by the Commission to deny an application shall be based upon substantial evidence that the application does not meet the following criteria which shall be made a part of the written record of the meeting at which a final decision on the application is rendered. For approval, the written report shall include an affirmative finding for each of the following:
1. The proposed antenna support structure is located within a Communications Tower Multi-Use Interest Area as designated by the Telecommunications Master Plan Map.
 2. There are other limiting conditions that render existing towers, structures or buildings within the applicant's required geographic area unsuitable.
 3. The design of the tower or structure, including the antennae, shelter, and ground layout maximally reduce visual degradation and otherwise comply with the provisions and intent of this ordinance.
 4. The proposal minimizes the number and size of the towers or structures that will be required in the geographic area surrounding the proposed site.
 5. The applicant attempted to take advantage of available shared use options provided by this ordinance or otherwise.
 6. No antenna support structure shall be approved in excess of one hundred fifty (150) feet in height unless a clear showing that such height is required to provide personal wireless services, or reasonably required for public safety communications of a governmental entity sharing the antenna support structure, and such showing is supported by the opinion of a telecommunications consultant hired by the City at the expense of the applicant. The opinion of the consultant shall include a statement that no available alternatives exist to exceeding the height limitation, or the reason why such alternatives are not viable. The City shall have an opportunity to hire their consultant if any questions arises as a result of the statement herein.

In addition, the written report for approval will include an affirmative finding for at least one (1) of the following:

1. There are no existing antenna support structures located within the geographic area that meet the applicant's engineering requirements.
2. There are no existing towers, structures or buildings within the applicant's required geographic area of sufficient height to meet system engineering requirements.
3. There are no existing towers or structures in the geographic area which have sufficient structural strength to support the applicant's proposed antennae.
4. The proposed antennae would not experience or cause signal interference with antennae on existing towers or structures.
5. The fees, costs, or other contractual terms required by the owner(s) of existing tower(s), structure(s), or building(s) within the required geographic area of the applicant or to retrofit the existing tower(s) or structure(s) are unreasonable. Costs exceeding that of a new tower are presumed to be unreasonable.

C. Additional limitations.

1. Unless expressly exempted by a Conditional Use Permit, no such permit shall be effective until the approved petition shall have satisfied the notification, review, and shared-use application procedures pursuant to Section V. 3 & 4.
2. If the City has agreed to participate in a multi-municipality commission to coordinate new tower or structure applications, an application herein for a Conditional Use Permit shall be submitted to such Commission simultaneous with the filing of the request with the City. The Planning Commission may consider any comments from such multi-municipality commission, but shall not allow delay in receiving such comments to significantly delay any decision on the application.

VII. Obsolete Antenna Support Structures

Any antenna support structure, or the upper portion of any antenna support structure, which is occupied by inactive antennae for a period of twelve (12) months shall be considered a nuisance and be removed at the owner's expense. Removal of upper portions of an antenna support structure manufactured as a single object shall not be required.

VIII. Commercial Operation of Unlawful Antenna Support Structure or Antennae.

Notwithstanding any right that may exist for a governmental entity to operate or construct a tower or structure, it shall be unlawful for any person to erect or operate for any private commercial purpose any new or existing antenna or structure in violation of any provision of this Ordinance, regardless of whether such structure or antenna is located on any governmental land.

IX. Penalties

Any person violating this provision shall be subject to a fine of not more than two hundred and fifty dollars (\$250) or ninety (90) days in jail or both. Each day the violation continues shall constitute a separate offense.

X. General Policies for Site Selection

Community and neighborhood visual concerns should be considered paramount in the consideration of and selection of sites. These concerns should be evaluated by a consideration of all the policies set forth in this Ordinance which shall include, but are not limited to, the following:

- A. Within any zoning district, sites should be located in the following order of preference:
 - 1. On existing structures such as buildings, communication towers, water towers, smokestacks, etc.
 - 2. In locations where the existing topography, vegetation, buildings, or other structures provide the greatest amount of screening.
 - 3. Sites should be located on bare ground without visual mitigation only in commercial and industrial zoned districts. The location and design of sites should consider the impact of the site on the surrounding neighborhood and particularly the visual impact on residential districts that are adjacent to the commercial or residential site.
- B. Certain types of low power mobile radio service facilities are more appropriate in some zoning districts than others and certain facilities create a greater impact on the surrounding area than others. There is a need to balance low power mobile radio service industry and homeowner concerns and review the specific impacts of the different types of low power mobile radio service facilities in relation to the character of land uses found in the City's zoning districts. For example, the City recognizes

the freestanding low power mobile radio service facilities generate the greatest impacts and, therefore, are most suitable in commercial and industrial zoned districts.

- C. Facilities should be located to minimize any adverse effect they may have on residential property values.
- D. Facilities should be located to avoid a dominant silhouette on ridge lines, and preservation of view corridors of surrounding residential developments should be considered in the location and design.
- E. Location of sites in commercial or industrial zoning districts should consider the impact of the site on the surrounding neighborhood, particularly any adjacent residential neighborhood.
- F. Facilities must be architecturally and visually (color, bulk, size) compatible with surrounding existing buildings, structures, vegetation, and/or uses in the area or those likely to exist. Micro-cell or repeater facilities may be considered architecturally or visually compatible if they are mounted on existing structures such as light standards, telephone poles, or otherwise camouflaged to disguise their low power mobile radio service use.
- G. Less obtrusive facilities are preferred, and sites in industrial and commercial areas are preferred.
- H. Co-location - where the result is less visual impact and the engineering of the low power mobile radio service network permits it, sites should be co-located with other low power mobile radio service facilities as well as other existing telecommunication sites and public structures. In co-location, anti-trust laws are a consideration.
- I. Network compatibility - at the time of site selection, the applicant should demonstrate how the proposed site fits into the overall network of the low power mobile radio service system within the City and adjacent cities.

XI. Severability

If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not effect the validity of the remaining portions hereof.

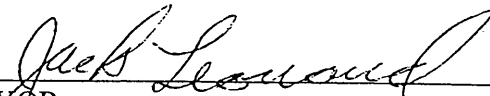
XII. Repeal of Laws in Conflict

This Ordinance supersedes all ordinances or parts of ordinances adopted prior hereto which are in conflict herewith, to the extent of such conflict. This Ordinance will not effect any existing Conditional Use Permits issued prior to its enactment, provided amendments to such a Conditional Use Permit are not requested.

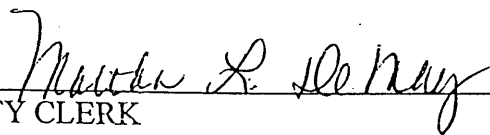
XIII. Effective Date

This Ordinance shall be in full force and effect from and after its passage and approval.

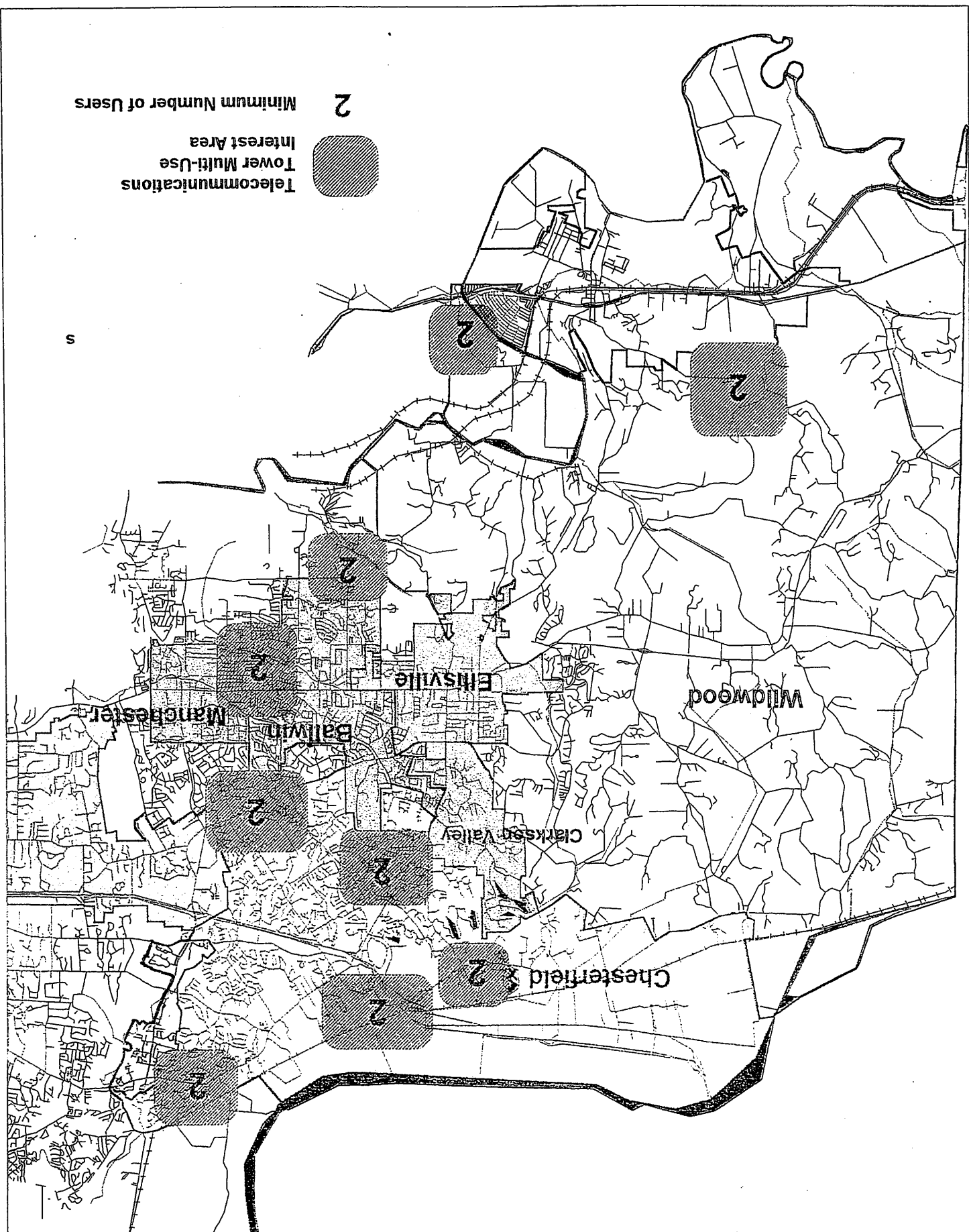
Passed and approved this 2ND day of December, 1996.


MAYOR

ATTEST:


CITY CLERK

West St. Louis County Tower Multi-Use Interest Areas



2
Tower Multi-Use
Interest Area

2
Minimum Number of Users

5