

**THE SOULARD
COMMUNITY IMPROVEMENT
DISTRICT**

**Petition to Establish a Community
Improvement District
Pursuant to Sections 67.1401-67.1571 of the
Revised Statutes of Missouri**

City Of St. Louis, Missouri

2017

EXHIBITS

EXHIBIT A DISTRICT LEGAL DESCRIPTION

EXHIBIT B DISTRICT BOUNDARY MAP

**PETITION TO ESTABLISH THE SOULARD
COMMUNITY IMPROVEMENT DISTRICT**

This petition (“Petition”) for the creation of a Community Improvement District within a certain limited portion of the City of St. Louis, Missouri (the “City”), is submitted to the City in accordance with the Community Improvement District Act as set forth in Sections 67.1401 through 67.1571 of the Revised Statutes of Missouri (2008), as amended (the “Act”).

As set forth herein, the persons and/or entities signing this Petition in accordance with the Act (“Petitioners”) request that the governing body of the City (the “Board of Aldermen”) hold a public hearing and approve and adopt the Petition as described herein and in accordance with the Act.

1. DESCRIPTION OF THE DISTRICT

A. Name of District

The name of the District shall be “The Soulard Community Improvement District” (the “District”).

B. Legal Description

The District includes all of the real property (the “District Property”) legally described on Exhibit A attached hereto and made a part hereof.

C. Boundary Map

A map illustrating the boundaries of the District is attached hereto and made a part hereof as Exhibit B (“District Boundary Map”).

2. PETITIONERS

Based on the tax records of the City of St. Louis as of the date of filing this Petition, Petitioners:

- (a) collectively own more than fifty percent (50%) by assessed value of the District Property; and
- (b) collectively represent more than fifty percent (50%) per capita of all owners of the District Property.

3. FIVE YEAR PLAN

A. Purposes of the District

The District will play a very pivotal role in the continued growth and development of the Soulard neighborhood. The District will serve as a community strengthening tool designed to provide services to and improvements for the District Property.

The District is designed to provide a source of revenue to be used to facilitate community improvement projects to increase the use and value of the District Property. The principal objective of the District is to provide a vehicle for the funding of the improvements and services listed below and the financing and reimbursement of such expenditures through District revenues, including receipts from the imposition of the sales and use tax of not more than one percent (1%) on all retail sales made within the District which may be subject to taxation pursuant to the Act as further provided for in Section 8.

In addition to providing for and causing the completion of the Project, as defined hereinafter, the purposes of the District are to:

- (a) Issue notes or enter into other obligations of the District to fund the cost of the Project (“District Obligations”);
- (b) Enter into contracts or other agreements in order to complete or cause completion of the Project and other purposes of the District;
- (c) Implement the Project;
- (d) Levy retail sales and use tax in accordance with the Act for a maximum of ten (10) years (the “District Sales Tax”);
- (e) Exercise any authorized purpose of the District pursuant to and in accordance with the Act.

B. Services and Improvements (the “Project”)

The District will provide certain services and construct, reconstruct, install, repair, maintain, and equip various public improvements, as described herein (collectively, the services and improvements shall be referred to as the “Project”). The Project may be completed in one or more phases. Services and improvements contemplated by the District may include, but are not limited to:

- 1. Public Improvements and Infrastructure (e.g., streetscapes, lighting, parking, public spaces);
- 2. Clean-up and Maintenance (e.g., trash cans, trash pickup, alleys);
- 3. Administrative (e.g., staff, contracts, insurance, audits/accounting, board administration);

4. Transportation and Parking Solutions (e.g., addressing parking concerns and solutions, shuttles, contract lots, valets, etc.; as well as possibly contracting with a traffic planner);

5. Marketing and Branding (e.g. informational brochures, signage, promotions of Souldard as both residential community and commercial district);

6. Community Development and Planning (e.g. long range plan for projects listed above); and

7. Other services and projects as allowed by the Act and as determined by the Board.

In addition to the above-described items, the Project may be expanded or limited as decided by the Board, as hereinafter defined. The Board shall have the authority to implement such other services and improvements as contemplated by the Act.

C. Budget

The Project will be funded from the District Sales Tax. The estimated costs of these services and improvements to be incurred by the District during the first five years are approximately \$2,500,000.00. It is anticipated the District Sales Tax will generate approximately \$500,000.00 in the first full fiscal year of the District. The actual revenue collected and Project expenses incurred may vary from the Budget.

D. Powers

The District shall have the powers provided for in § 67.1461 of the Act, subject to the limitations set forth herein.

E. Annual Benchmarks for the Five-Year Plan

The following annual benchmarks represent the anticipated schedule of the District and are subject to change.

2017

- Approval of ordinance establishing the District.
- Effective as of the date of the ordinance establishing the District, appointment of Board of Directors and approval of District Sales Tax.
- Commencement of the Project.
- Imposition of District Sales Tax.
- Collect and administer District Sales Tax.

2018

- Collect and administer District Sales Tax.
- Continuation of the Project.

2019

- Collect and administer District Sales Tax.
- Continuation of the Project.

2020

- Collect and administer District Sales Tax.
- Continuation of the Project.

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2021

- Collect and administer District Sales Tax.
- Continuation of the Project.

4. GOVERNANCE OF THE DISTRICT

A. Type of District

The District shall be a separate political subdivision governed by a board of directors (“Board”) and shall have all of the powers authorized and/or granted by the Act.

B. Board of Directors

1. Number

The District shall be governed by a Board consisting of seven (7) directors (the “Directors” and each a “Director”).

2. Qualifications

Each Director, during his or her term, shall meet the following requirements:

- (a) be at least 21 years of age;
- (b) be a resident of the State of Missouri; and
- (c) either be an owner of real property or its legally authorized representative within the District (“Property Owner”), or an owner

of a business or its legally authorized representative operating within the District (“Business Owner”).

3. Board Representation

In order to ensure fair representation of the District, the Board representation shall meet the following requirements:

- (a) Three (3) residential owner/occupants of residential property and residing within the District;
- (b) Two (2) owners of commercial property or business owners within the District;
- (c) One (1) nominee of the Soulard Restoration Group; and
- (d) One (1) nominee of the Soulard Business Association.

The failure of the Board to meet the preceding representation requirements shall not affect the Board’s authority to hold meetings, exercise any of the District’s powers, or take any action otherwise lawful.

4. Terms of Initial Directors

Three (3) of the Directors initially appointed by the Mayor with the consent of the Board of Aldermen shall serve an initial term of four (4) years and four (4) of the Directors initially appointed by the City shall serve an initial term of two (2) years.

The initial Directors shall serve for the term set out in the Ordinance of the Board of Aldermen appointing them and until their successor Directors are appointed.

In the event, for any reason, a Director is not able to serve his or her full term (“Existing Director”), any vacancy to the Board shall be filled by appointment of a Director (“Interim Director”) by a vote of the Board. If applicable at the time of appointment, any Interim Director shall be of the same type and from the same category as the Existing Director.

5. Terms of Successor Directors

Successor Directors shall serve four (4) year terms on the Board and shall be appointed by the Mayor with the consent of the Board of Aldermen according to a slate submitted to the Mayor by the Board. Following submission of the slate to the Mayor:

- (a) the Mayor shall appoint the successor Directors according to the slate submitted and the Board of Aldermen shall consent to the appointment; or
- (b) the Mayor or the Board of Aldermen may reject the slate submitted and request in writing that the Board submit an alternate slate.

If an alternate slate is requested, the Board shall within 60 days following receipt of the written request submit an alternate slate to the Mayor. Following submission of the slate to the Mayor:

- (a) the Mayor shall appoint the successor Directors according to the alternate slate submitted and the Board of Aldermen shall consent to the appointment: or
- (b) the Mayor or the Board of Aldermen may reject the alternate slate submitted and request in writing that the Board submit another alternate slate.

The procedure described above shall continue until the successor Directors are appointed by the Mayor with the consent of the Board of Aldermen.

The Board shall select the slate as follows:

- (a) individuals meeting the qualifications set out in this Petition must be nominated by two sitting Directors;
- (b) the Directors shall then vote for a slate of nominees who shall consist of the number needed to fill vacancies and the seats of expiring terms; and
- (c) the slate shall consist of the nominees classified so that the Board will meet the representation requirements set out in Section 2 of this Petition.

5. REAL PROPERTY TAXES

The District shall have no power to submit a real property tax to the qualified voters for approval; as such, the maximum rate of real property taxes imposed by the District on District Property is zero.

6. SPECIAL ASSESSMENTS

The District shall have no power to impose a special assessment; as such, the maximum rate of special assessment imposed by the District on District Property is zero.

7. ASSESSED VALUE

As of the date of this Petition, the total assessed value of all of the real property within the District is \$40,582,140.00, according to the records of the City of St. Louis Assessor's Office.

8. SALES TAXES

Pursuant to Section 67.1545 of the Act, the District may, by resolution, impose a District sales and use tax on all retail sales made within the District which are subject to taxation pursuant to Sections 144.010 to 144.525 of the Revised Statutes of Missouri (excepting such sales as set forth in the Act), at a rate not to exceed one percent (1%) for a maximum of ten (10) years.

9. LIFE OF DISTRICT

The proposed length of time for the existence of the District is a maximum of twenty-five (25) years following the effective date of the ordinance adopting and approving this Petition.

10. REQUEST TO ESTABLISH DISTRICT

By execution and submission of this Petition, the Petitioners request that the Board of Aldermen hold a public hearing in accordance with Section 67.1421 of the Act and adopt an ordinance to establish the District as set out in this Petition and in accordance with the Act and this Petition.

11. BLIGHT DETERMINATION

This Petition does not include a request for a determination of blight for any real property within the District.

12. NOTICE TO PETITIONERS

The signature of the undersigned may not be withdrawn later than seven (7) days after this Petition is filed with the City Register of the City of St. Louis (acting as the "city clerk" under the Act).

13. BORROWING CAPACITY AND REVENUE GENERATION

The District shall have all powers and authority provided in the Act to borrow revenue in order to complete the Project, and to provide services and complete such improvements as are necessary and desirable to the District. The District shall have the authority, as set forth above, to levy a retail sales tax and use tax in accordance with the Act in order to generate revenue for the District. Petitioners do not seek to limit the borrowing capacity or revenue generation of the District and anticipate the pledge of revenues by the District

to obligations issued, to fund the Project or other purposes of the District as set forth in this Petition.

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EXHIBIT "A"

DISTRICT LEGAL DESCRIPTION

**THE SOULARD
COMMUNITY IMPROVEMENT DISTRICT**

A tract of land being part of City Blocks 369.00, 371.00, 372.00, 373.00, 375.00, 379.00, 380.00, 382.00, 383.00, 384.00, 385.00, 386.00, 387.05, 387.06, 388.00, 393.00, 394.00, 395.00, 396.00, 659.00, 662.00, 663.00, 666.00, 667.00, 670.00, 671.00, 673.01, 673.02, 674.00, 678.01, 678.02, 679.00, 680.00, 681.00, 682.00, 684.00, 685.00, 704.00, 711.00, 718.00, 728.00, 743.00, 778.00, 779.00, 780.00, 781.00, 782.00, 783.00, 784.00, 787.00, 788.00, 789.00, 796.00, 797.00, 800.00, 801.00, 804.00, 805.00, 808.00, 809.00, 814.00, 817.00, 818.00, 837.00, 838.00, 840.00, 842.00, 843.00, 877.00, 878.18, and 6499.00 all in the City of St. Louis, Missouri, being properties generally bound by Interstate 55 and Marion St on its northernmost boundary, Third St on its easternmost boundary, Sidney St and Ann St on its southernmost boundary, and Interstate 55 on its westernmost boundary, provided that said boundaries are generalized and irregular and do not encompass all parcels located therein.

Beginning at the intersection of the northern boundary of Sidney St, 60 feet wide, and the western boundary of 12th St, 80 feet wide; thence northwestwardly along said northern boundary of Sidney St to its point of intersection with the eastern boundary of City Parcel 08781801400, commonly known as 1207 Sidney St and currently or previously owned by B S B DEVELOPMENT CO; thence northeastwardly along said parcels eastern boundary (also being the western boundary of City Parcel 08781801300 and City parcel 08781801200) to its point of intersection with the southern boundary of an east/west alley, 20 feet wide, in City Block 878.18; thence northwestwardly along said southern boundary to its point of intersection with the southwestern prolongation of the eastern boundary of City Parcel 08781800700, commonly known as 1212 VICTOR ST and currently or previously owned by FLATLEY, BRIAN B & KATHERINE M MCGINNIS; thence northeastwardly along said southwestern prolongation across said alley and along said eastern boundary (also being the western boundary of City Parcel 08781801100, also being the western boundary of City Parcel 08781801000, also being the western boundary of City Parcel 08781800900, and also being the western boundary of City Parcel 08781800810) to its point of intersection with the southern boundary of Victor St, 60 feet wide; thence northwestwardly along said southern boundary to its point of intersection with the southwestern prolongation of the western boundary of a north/south alley, 16 feet wide, in City Block 818; thence northwestwardly along said southwestern prolongation across Victor Street and along said western boundary to its point of intersection with the southern boundary of Barton St, 60 feet wide; thence northwestwardly across Barton Street to the point of intersection of the northern boundary of Barton St and the western boundary of a north/south alley, 16 feet wide, in City Block 804; thence northwestwardly along said western boundary to its point of intersection with the southern boundary of Lami St, 60 feet wide; thence northwestwardly across Lami St to the point of intersection of the northern boundary of Lami St and the western boundary of a north/south alley, 16 feet wide, in City Block 801; thence northwestwardly along said western boundary to its point of intersection with the southern boundary of Shenandoah Av, 60 feet wide; thence northwestwardly across Shenandoah Av to the point of intersection of the northern

boundary of Shenandoah Av and the western boundary of a north/south alley, 20 feet wide, in City Block 788; thence northwestwardly along said western boundary to its point of intersection with the southern boundary of an east/west alley, 16 feet wide, in City Block 788; thence northwestwardly along said southern boundary to its point of intersection with the eastern boundary of 13th St, 60 feet wide; thence northwestwardly across 13th St to the point of intersection of the western boundary of 13th St and the southern boundary of an east/west alley, 16 feet wide, in City Block 787; thence northwestwardly along said southern boundary (and across a north/south alley, 18 feet wide, in City Block 787) and then along the northwestern prolongation of said southern boundary across Dolman St, 50 feet wide, to its point of intersection with the centerline of Interstate 55, specifically being the centerline of the northbound off-ramp; thence northeastwardly along said centerline of Interstate 55 and its northeastern prolongation across Russell Av, 80 feet wide, to its point of intersection with the centerline of Gravois Av, 100 feet wide; thence northeastwardly along said centerline of Gravois Av to its point of intersection with the southwestern prolongation of the western boundary of City Parcel 06780200300, commonly known as 1301 F GRAVOIS AV and currently or previously owned by SUTTENWOOD LLC; thence northeastwardly along said southwestern prolongation and then along said western boundary to the point of intersection with the northern boundary of Parcel 06780200300; thence southeastwardly along the northern boundary of City Parcel 06780200300 to its point of intersection with the western boundary of City Parcel 06740000307, commonly known as 1301 GRAVOIS AV and currently or previously owned by SUTTONWOOD LLC; thence northeastwardly along said parcels western boundary, and then northeastwardly along said parcels northwestern boundary, and then northeasterly along the northwestern boundary of City Parcel 06740000310, commonly known as 1911 S 13TH ST and currently or previously owned by SUTTENWOOD LLC, to its point of intersection with the northern boundary of City Parcel 06740000310; thence southeastwardly along said northern boundary of City Parcel 06740000310 to its point of intersection with the western boundary of 13th St, 60 feet wide; thence eastwardly across 13th St to the point of intersection of the eastern boundary of 13th St and the northwestern boundary of City Parcel 06730200200, commonly known as 1906 S 13TH ST and currently or previously owned by APOSTOLIC PENTECOSTAL CHURCH; thence northeastwardly along said northwestern boundary of City Parcel 06730200200 and then northeastwardly along the northwestern boundary of City Parcel 06730200400, commonly known as 1233 GRAVOIS AV and currently or previously owned by DRURY DISPLAYS INC, to its point of intersection with the northeastern boundary of City Parcel 06730200400; thence southeastwardly along said northeastern Boundary of City Parcel 06730200400 and its southeastward prolongation to the point of intersection with the centerline of Gravois Av, 100 feet wide; thence northeastwardly along said centerline of Gravois Av to its point of intersection with the northwestward prolongation of the northern boundary of Geyer Av, 60 feet wide; thence southeastwardly along said northwestward prolongation and then along said northern boundary to its point of intersection with the western boundary of City Parcel 03960000920, commonly known as 1039 GEYER AV and currently or previously owned by COCHRAN, THOMAS; thence northward on said western boundary of City Parcel 03960000920, and then northeastwardly along the northwestern boundary of City Parcel 03960000920; thence northeastwardly along the northwestern boundary of City Parcel 03960000910, commonly known as 1851 MENARD ST and currently or previously owned by FRENCHTOWN DOG PARK ASSOC; thence northeastwardly along the northwestern boundary of City Parcel 03950000650, commonly known as 1842 MENARD ST and currently or previously owned by FRENCHTOWN DOG PARK ASSOC; thence northeastwardly along the northwestern boundary of City Parcel 03940000800, commonly known as 1817 R S 10TH

ST and currently or previously owned by FRENCHTOWN DOG PARK ASSOC; thence northeastwardly along the northwestern boundary of City Parcel 03940000150, commonly known as 1801 S 10TH ST and currently or previously owned by FRENCHTOWN DOG PARK ASSOC, to its point of intersection with the western boundary of City Parcel 03940000150; thence northeastward along said western boundary to its point of intersection with the western boundary of S 10th St, 60 feet wide; thence northeastward along said western boundary and its northeastern prolongation across Lafayette Av, 60 feet wide, to its point of intersection with the northern boundary of Lafayette Av; thence southeastwardly along said northern boundary to its point of intersection with the western boundary of a north/south alley, 16 feet wide, in City Block 387.06; thence northeastwardly along said western boundary to its point of intersection with the southern boundary of Julia St, 40 feet wide; thence northeastwardly across Julia St to the point of intersection of the northern boundary of Julia St and the western boundary of a north/south alley, 14 feet wide, in City Block 387.05; thence northeastward along said western boundary to its point of intersection with the northwestward prolongation of the northern boundary of City Parcel 03870500307, commonly known as 1611-1613 S 9TH ST and currently or previously owned by ARR PIZZA INC; thence southeastwardly along said northwestward prolongation and said northern boundary to its point of intersection with the western boundary of City Parcel 03870503000, commonly known as 1603-1609 S 9TH ST and currently or previously owned by SOUTHERN NIAGARA LLC VEAL REAL LLC; thence northeastwardly along said western boundary and its northeastern prolongation across Carroll St, 60 feet wide, to its point of intersection with the northern boundary of Carrol St; thence southeastwardly along said northern boundary to its point of intersection with the western boundary of City Parcel 03880000200, commonly known as 1518 R S 10TH ST and currently or previously owned by LRA; thence northeastwardly along said western boundary of City Parcel 03880000200 to its point of intersection with the southern boundary of City Parcel 03880000200; thence northwestwardly along the southern boundary of City Parcel 03880000200 to its point of intersection with the western boundary of City Parcel 03880000200; thence northeastwardly along the western boundary of City Parcel 03880000200 to its point of intersection with the northwestern boundary of City Parcel 03880000200; thence northeastwardly along the northwestern boundary of City Parcel 03880000200 to its point of intersection with the western boundary of City Parcel 03800000107, commonly known as 1531 S 8TH ST and currently or previously owned by SOULARD APARTMENTS LP; thence then northeastwardly along said parcels northwestern boundary to its point of intersection with the western boundary of City Parcel 03800000107; thence northeastwardly along the western boundary of City Parcel 03800000107 to its point of intersection with the northwestern boundary of City Parcel 03800000107; thence southeastwardly along the northern boundary of City Parcel 03800000107 to its point of intersection with the southwestern boundary of City parcel 03790000400, commonly known as 1525-1527 S 8TH ST and currently or previously owned by GRAND SOULARD RECEPTION HALL LLC; thence northeastwardly along the southwestern boundary of City parcel 03790000400 to its point of intersection with the southwestern boundary of City Parcel 03790000310, commonly known as 1511 S 8TH ST and currently or previously owned by GRAND SOULARD RECEPTION HALL LLC; thence northwestwardly along said southwestern boundary of City Parcel 03790000310 to its point of intersection with the northwestern boundary of City Parcel 03790000310; thence northeastwardly along said northwestern boundary of City Parcel 03790000310 to its point of intersection with the northeastern boundary of City Parcel 03790000310; thence southwestwardly along said northeastern boundary of City Parcel 03790000310 to its point of intersection with the northwestern boundary of City Parcel 03790000200, commonly known as 1513 S 8TH ST and

currently or previously owned by GRAND SOULARD RECEPTION HALL LLC; thence southeastwardly along said northwestern boundary to its point of intersection with the western boundary of S 8th St, 60 feet wide; thence southwestwardly along said western boundary to its point of intersection with the northwestward prolongation of the southern boundary of Marion St, 60 feet wide; thence southeastwardly along said northwestward prolongation and across S 8th and along said southern boundary of Marion St to its point of intersection with the western boundary of S 7th St, 120 feet wide; thence across S 7th St to the point of intersection of the eastern boundary of S 7th St and the southern boundary of Marion St; thence southeastwardly along said southern boundary of Marion St to its point of intersection with the western boundary of S Broadway St, 80 feet wide; thence across S Broadway St to the point of intersection of the eastern boundary of S Broadway St and the southern boundary of Marion St; thence southeastwardly along said southern boundary to its point of intersection with the southeastern boundary of City Parcel 07040000730, commonly known as 1534 S BROADWAY and currently or previously owned by PLAZA AUTOMOTIVE C/O KPPJ PARTNERS LP; thence southwestwardly along said southeastern boundary of City Parcel 07040000730 to its point of intersection with the southeastern boundary of City Parcel 07040000720, commonly known as 1536 S BROADWAY and currently or previously owned by PLAZA AUTOMOTIVE INC C/O KPPJ PARTNERS LP; thence southwestwardly along the southeastern boundary of City Parcel 07040000720 to its point of intersection with the southwestern boundary of City Parcel 07040000720; thence northwestwardly along the southwestern boundary of City Parcel 07040000720 to its point of intersection with the southeastern boundary of City Parcel 07040000710, commonly known as 1546 S BROADWAY and currently or previously owned by AUBUCHON, RICK L & MYRA K; thence southwestwardly along said southeastern boundary of City Parcel 07040000710 to its point of intersection with the southeastern boundary of City Parcel 07040000600, commonly known as 1552 S BROADWAY and currently or previously owned by RY-BECK LLC; thence southeastwardly along the southeastern boundary of City Parcel 07040000600 to its point of intersection with the northwestern boundary of City Parcel 07040000550, commonly known as 1555 S 3RD ST and currently or previously owned by MACR LLC (also being the southeastern boundary of City Parcel 07040000600, also being the southeastern boundary of City Parcel 07040000500, and also being the southeastern boundary of City Parcel 07040000400) to its point of intersection with the northeastern boundary of City Parcel 07040000200, commonly known as 1608 S BROADWAY and currently or previously owned by PERNIKOFF, JEFFREY B ETAL; thence southeastwardly along said northeastern boundary of City Parcel 07040000200 to its point of intersection with the western boundary of S 3rd St, 60 feet wide; thence southwestwardly along said western boundary of S 3rd St to its point of intersection with the southwestern boundary of City Parcel 07040000200; thence northwestwardly along said southwestern boundary of City Parcel 07040000200 to its point of intersection with the southeastern boundary of City Parcel 07040001200, commonly known as 1616 S BROADWAY and currently or previously owned by BRAWLEY SO BROADWAY COMMERCIAL PRPTY; thence southwestwardly along said southeastern boundary of City Parcel 07040001200 to its point of intersection with the northern boundary of Lafayette St, 80 feet wide; thence southeastwardly along said northern boundary of Lafayette St to its point of intersection with the western boundary of S 3rd St, 60 feet wide; thence southwestwardly across Lafayette St to the point of intersection of the southern boundary of Lafayette St and the western boundary of S 3rd St; thence southwestwardly along the western boundary of S 3rd St to its point of intersection with the northern boundary of Geyer Av, 60 feet wide; thence southwestwardly across Geyer Av to the point of intersection of the southern boundary of Geyer Av and the western boundary of S 3rd St; thence southwestwardly along said western boundary of S 3rd St

to its point of intersection with the southwestern boundary of City Parcel 07180000400, commonly known as 1900 S BROADWAY and currently or previously owned by R & G REDEVELOPMENT CORP BECKER AND ROSEN CPAS LLC; thence northwestwardly along said southwestern boundary of City Parcel 07180000400 to its point of intersection with the southeastern boundary of City Parcel 07180000300, commonly known as 1910 S BROADWAY and currently or previously owned by R & G REDEV CORP INC BECKER AND ROSEN CPAS LLC; thence southwestwardly along said southeastern boundary of City Parcel 07180000300 to its point of intersection with the southeastern boundary of City Parcel 07180000200, commonly known as 1914 S BROADWAY and currently or previously owned by KINGSTON INVESTMENT PROP LLC ELECTRIC DESIGN & SERVICE INC; thence southwestwardly along the southeastern boundary of City Parcel 07180000200 to its point of intersection with the southeastern boundary of City Parcel 07180000150, commonly known as 1920 S BROADWAY and currently or previously owned by MA TECH SERVICES INC; thence southwestwardly along the southeastern boundary of City Parcel 07180000150 to its point of intersection with the southeastern boundary of City Parcel 07180000140, commonly known as 1928 S BROADWAY and currently or previously owned by COLOMBINI, EDWARD; thence southwestwardly along the southeastern boundary of City Parcel 07180000140 to its point of intersection with the southeastern boundary of City Parcel 07180000100, commonly known as 2000 S BROADWAY and currently or previously owned by GREEN MPM PROPERTIES LLC ALAN M GREEN MANAGER; thence southwestwardly along the southeastern boundary of City Parcel 07180000100 to its point of intersection with the northeastern boundary of City Parcel 07180000750, commonly known as 401 RUSSELL BLVD and currently or previously owned by FAUTLESS LAUNDRY CO; thence southeastwardly along said northeastern boundary of City Parcel 07180000750 to its point of intersection with the southeastern boundary of City Parcel 07180000750; thence southwestwardly along the southeastern boundary of City Parcel 07180000750 and the southwestern prolongation of the southeastern boundary of City Parcel 07180000750 across Russell Av, 70 feet wide, to its point of intersection with the southern boundary of Russell Av; thence northwestwardly along said southern boundary of Russell Av to its point of intersection with the southeastern boundary of City Parcel 07280000300, commonly known as 2200 S 7TH BLVD and currently or previously owned by PENSKE TRUCK LEASING CO; thence southwestwardly along said southeastern boundary to its point of intersection with the northeastern boundary of City Parcel 07280000200, commonly known as 2210 S 7TH BLVD and currently or previously owned by PENSKE TRUCK LEASING CO; thence southeastwardly along said northeastern boundary of City Parcel 07280000200 to its point of intersection with the southeastern boundary of City Parcel 07280000200; thence southwestwardly along the southeastern boundary of City Parcel 07280000200 and its southwestern prolongation across Shenandoah Av, 56 feet wide, to its point of intersection with the southern boundary of Shenandoah Av; thence northwestward along said southern boundary of Shenandoah Av, and then westward along said southern boundary of Shenandoah Av, and then southwestward along said southern boundary of Shenandoah Av to its point of intersection with the northwestern boundary of City Parcel 64990000050, commonly known as 406 SHENANDOAH AV and currently or previously owned by FSC DEVELOPMENT CO II LLC (also being the southeastern boundary of City Parcel 649900000700, also being the southeastern boundary of City Parcel 649900000600, and also being the southeastern boundary of City Parcel 649900000500) to its point of intersection with the northeastern boundary of City Parcel 649900000300, commonly known as 401-407 BARTON ST and currently or previously owned by YRC INC C/O CORPORATE TX DEPT; thence northwestwardly along said northeastern boundary of City Parcel 649900000300 to its point of

intersection with the northwestern boundary of City Parcel 64990000300; thence southwestwardly along the northwestern boundary of City Parcel 64990000300 (also being the southeastern boundary of City Parcel 64990000500, and also being the southeastern boundary of City Parcel 64990000400) and its southwestern prolongation across Barton St, 60 feet wide, to its point of intersection with the southern boundary of Barton St; thence northwestwardly along the southern boundary of Barton St to its point of intersection with northeastern boundary of City Parcel 07430000400, commonly known as 2500 S 7TH BLVD and currently or previously owned by YRC INC C/O CORPORATE TX DEPT; thence southwestwardly along the northeastern boundary of City Parcel 07430000400 to its point of intersection with the northern boundary of Sidney St; thence northwestwardly along said northern boundary of Sidney St to its point of intersection with the eastern boundary of S 7th St, 60 feet wide; thence northwestwardly across S 7th St to the point of intersection of the western boundary of S 7th St and the northern boundary of Sidney St; thence northwestwardly along the northern boundary of Sidney St to its point of intersection with the eastern boundary of S 9th St, 60 feet wide; thence northwestwardly across S 9th St to the point of intersection of the northern boundary of S 9th St and the southwestern boundary of City Parcel 08420000100, commonly known as 913 SIDNEY ST and currently or previously owned by BOYS CLUB OF ST LOUIS; thence northeastwardly along said southwestern boundary of City Parcel 08420000100 to its point of intersection with the southern boundary of an east/west alley, 13 feet wide, in City Block 842; thence northwestwardly along said southern boundary to its point of intersection with the western boundary of a north/south alley, 13 feet wide, in City Block 842; thence northeastwardly along said western boundary to its point of intersection with the southern boundary of Victor St, 60 feet wide; thence northwardly across Victor St to the point of intersection of the northern boundary of Victor St and the western boundary of a north/south alley, 15 feet wide, in City Block 814; thence northeastwardly along said western boundary to its point of intersection with the southern boundary of Barton St, 60 feet wide; thence northwardly across Barton St to the point of intersection of the northern boundary of Barton St and the western boundary of a north/south alley, 15 feet wide, in City Block 808; thence northeastwardly along said western boundary to its point of intersection with the southern boundary of Lami St, 60 feet wide; thence northeastwardly across Lami St to the point of intersection of the northern boundary of Lami St and the western boundary of a north/south alley, 16 feet wide, in City Block 797; thence northeastwardly along said western boundary to its point of intersection with the southern boundary of Shenandoah Av, 60 feet wide; thence northwestwardly along the southern boundary of Shenandoah Av to its point of intersection with the eastern boundary of S 10th St, 60 feet wide; thence northwestwardly across S 10th St to the point of intersection of the western boundary of S 10th St and the southern boundary of Shenandoah Av; thence northeastwardly across Shenandoah Av to the point of intersection of the northern boundary of Shenandoah Av and the western boundary of S 10th St; thence northeastwardly along the western boundary of S 10th St to its point of intersection with the southern boundary of Ann Av, 60 feet wide; thence northwestwardly along the southern boundary of Ann Av to its point of intersection with the eastern boundary of Menard St, 60 feet wide; thence northwestwardly across Menard St to the point of intersection of the western boundary of Menard St and the southern boundary of Ann Av; thence northwestwardly along the southern boundary of Ann Av to its point of intersection with the eastern boundary of S 11th St, 56 feet wide; thence northwestwardly across S 11th St to the point of intersection with the western boundary of S 11th St and the southern boundary of Ann Av; thence northwestwardly along the southern boundary of Ann Av to its point of intersection with the eastern boundary of a north/south alley, 16 feet wide, in City Block 789; thence southwestwardly along said eastern boundary to its point of intersection with the northern

boundary of Shenandoah Av, 60 feet wide; thence southwestwardly across Shenandoah Av to the point of intersection of the southern boundary of Shenandoah Av and the eastern boundary of a north/south alley, 16 feet wide, in City Block 800; thence southwestwardly along said eastern boundary to its point of intersection with the northern boundary of Lami St, 60 feet wide; thence southwestwardly across Lami St to the point of intersection of the southern boundary of Lami St and the eastern boundary of a north/south alley, 16 feet wide, in City Block 805; thence southwestwardly along said eastern boundary to its point of intersection with the northern boundary of Barton St, 60 feet wide; thence southwestwardly across Barton St to the point of intersection of the southern boundary of Barton St and the eastern boundary of a north/south alley, 14 feet wide, in City Block 817; thence southwestwardly along said eastern boundary to its point of intersection with the northern boundary of Victor St, 60 feet wide; thence southwardly across Victor St to the point of intersection of the southern boundary of Victor St and the northwestern boundary of City Parcel 08770000800, commonly known as 1110 VICTOR ST and currently or previously owned by HOLLORAN, JAMES P TRS; thence southwestwardly along said northwestern boundary of City Parcel 08770000800 (also being the southeastern boundary of City Parcel 08770000700, also being the southeastern boundary of City Parcel 08770000600, also being the southeastern boundary of City Parcel 08770000500, and also being the southeastern boundary of City Parcel 08770000400) to its point of intersection with the northern boundary of an east/west alley, 15 feet wide, in City Block 877; thence southwestwardly across said east/west alley to the point of intersection of the southern boundary of an east/west alley, 15 feet wide, in City Block 877 and the northwestern boundary of City Parcel 08770001300, commonly known as 1113 SIDNEY ST and currently or previously owned by YOUNG, SCOTT L & MARK K; thence southwestwardly along said northwestern boundary of City Parcel 08770001300 (also being the southeastern boundary of City Parcel 08770000300, and also being the southeastern boundary of City Parcel 08770002000) to its point of intersection with the northern boundary of Sidney St, 70 feet wide; thence northwestwardly along the northern boundary of Sidney St to its point of intersection with the eastern boundary of S 12th St, 80 feet wide; thence northwestwardly across S 12 St to the point of beginning.

Parcels contained within the aforementioned boundary to be excluded from said boundary include City Parcel 03740500200, commonly known as 701-749 LAFAYETTE AV and currently or previously owned by CITY OF ST LOUIS SOULARD SQUARE; and City Parcel 03740500100, commonly known as 700 CARROLL ST and currently or previously owned by CITY OF ST LOUIS SOULARD SQUARE.

EXHIBIT "B"
DISTRICT BOUNDARY MAP
THE SOULARD
COMMUNITY IMPROVEMENT DISTRICT

