



AGENDA ITEM #10B

AGENDA ITEM EXECUTIVE SUMMARY

Village Board Meeting

June 12, 2023

Item Title: Intergovernmental and Parking License Agreements

Staff Contact: Jason M. Bielawski, Village Administrator

VILLAGE BOARD ACTION

Adopt a resolution approving and authorizing an intergovernmental agreement by and between the Village of Roselle and the Roselle Public Library District.

Executive Summary:

The Village Board approved an intergovernmental agreement and license agreement with the Roselle Library for the Village using the Library’s parking lot for public parking in 2021 and 2022. Using the Library’s parking lot is part of a larger strategy to improve public parking in the Main Street/Town Center area that also included installing signage directing visitors to parking and striping on-street parking spaces and engaging with the downtown businesses to identify opportunities to improve parking. The following summarizes the key provisions of the Agreements:

- The license fee amount is \$5,000, (this is an increase of \$1,000 over the amount paid in 2022).
- Term of the agreement is 1 year.
- Public parking will be allowed after the Library’s regular hours of operations as follows:
 - Monday – Thursday 8:00 PM to 2:00 AM
 - Friday – Sunday 5:00 PM to 2:00 AM
- Overnight parking will not be permitted.
- Roselle Police Department will be authorized to enforce certain parking restrictions within the lot.

Implications:

Is this item budgeted? Yes, \$4,000 is included in the budget for the license fee.

Any other implications to be considered?

Attachments:

Resolution

Intergovernmental and Parking License Agreements

THE VILLAGE OF ROSELLE
DUPAGE AND COOK COUNTIES, ILLINOIS

RESOLUTION
NUMBER _____

**A RESOLUTION
APPROVING AND AUTHORIZING
THE EXECUTION OF AN
INTERGOVERNMENTAL AGREEMENT
BY AND BETWEEN
THE VILLAGE OF ROSELLE AND
THE ROSELLE PUBLIC LIBRARY**

DAVID PILESKI, Mayor
AMANDA HAUSMAN, Village Clerk

TOM DELLA PENNA
WAYNE D. DOMKE
DENA FORSYTHE
CHERYL LENISA
TOM PIORKOWSKI
LEE TREJO

Village Board

Published in pamphlet form by authority of the
Mayor and the Board of Trustees of the Village of Roselle
on this the 12th day of June, 2023

RESOLUTION NO. _____

**A RESOLUTION
APPROVING AND AUTHORIZING
THE EXECUTION OF AN
INTERGOVERNMENTAL AGREEMENT
BY AND BETWEEN
THE VILLAGE OF ROSELLE AND
THE ROSELLE PUBLIC LIBRARY**

WHEREAS, the Village of Roselle (hereinafter referred to as the "Village") is a municipal corporation organized pursuant to the laws of the State of Illinois possessing certain powers and perform certain functions pertaining to its local government and affairs as provided for by and through the Illinois Municipal Code and Illinois Statute;

WHEREAS, the Village of Roselle (hereinafter referred to as "Village") upon approval of the corporate authorities may enter into an agreement with another party pursuant to Illinois Statute;

WHEREAS, the Roselle Public Library District (hereinafter referred to as the "Library") is a library district organized pursuant to the laws of the State of Illinois possessing certain powers and perform certain functions pertaining to its local government and affairs;

WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1970 authorizes units of local government, including municipalities, to contract to exercise, combine or transfer any power or function not prohibited to them by law or ordinance;

WHEREAS, the Intergovernmental Corporation Act (5 ILCS 220/1 et seq.) authorizes units of local government to exercise jointly with any public agency of the State, including other units of local government, any power, privilege or authority which may be exercised by a unit of local government individually, and to enter into contracts for the performance of governmental services, activities and undertakings;

WHEREAS, the "Intergovernmental Cooperation Act", 5 ILCS 220/1 et seq., provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government;

WHEREAS, Section 5 of the "Intergovernmental Cooperation Act", 5 ILCS 220/5, provides that any one or more public agencies may contract with any one or more public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform, provided that such contract shall be authorized by the governing body of each party to the contract;

WHEREAS, the parties hereto are units of local government as defined by the Constitution of the State of Illinois, 1970, Article VII, Section 10, and the Intergovernmental Cooperation Act;

WHEREAS, the Library owns and operates a certain parcel of real estate for its governmental purposes which includes a parking lot;

WHEREAS, the Village and Library have previously entered into an intergovernmental agreement for the license for the use of the parking lot which established the terms, conditions, and mutual understandings of the of the respective parties for the use of the parking lot;

WHEREAS, the parties hereto wish to renew the intergovernmental agreement for the license for the use the Library parking lot for public parking to serve visitors to the downtown area; and

WHEREAS, the Corporate Authorities of the Village of Roselle have determined that it is in the best interests of the health, welfare and safety of the residents of the Village to approve the license agreement with the Roselle Public Library as referenced herein.

NOW, THEREFORE, BE IT RESOLVED, in open meeting assembled, by the Village President and Board of Trustees of the Village of Roselle, DuPage and Cook Counties, Illinois, as follows:

Section One – Recitals

The Corporate Authorities hereby find that all of the recitals hereinbefore stated as contained in the preamble to the resolution are full, true and correct and do hereby, by reference, incorporate and make them part of this resolution as legislative findings.

Section Two – Approval of Agreement

The Village hereby approves the agreement (hereinafter referred to as the “Agreement”) substantially in the form attached hereto and made a part hereof as Exhibit A in an amount not to exceed \$68,800.00 (sixty-eight thousand dollars and no cents).

Section Three – Authorization and Direction

The Mayor is hereby authorized to execute, Agreement, substantially in the form of such agreement attached hereto as Exhibit A, with such changes therein as shall be approved by the Village Attorney and the officials of the Village executing the same, their execution thereof to constitute exclusive evidence of their approval to any and all changes or revisions therein from and after the execution and delivery of such agreements.

Section Four - Other Actions Authorized

The officers, employees and/or agents of the Village shall take all actions necessary or reasonably required to carry out and give effect to the intent of this resolution and otherwise to consummate the transactions contemplated herein and shall take all actions necessary in conformity therewith including, without limitation, the execution and delivery of all documents required to be delivered in connection with the transaction contemplated herein.

Section Five - Acts of Village Officials

That all past, present and future acts and doings of the officials of the Village that are in conformity with the purpose and intent of this resolution are hereby, in all respects, ratified, approved, authorized and confirmed.

Section Six - Authorization of Expenditures

The Corporate Authorities hereby authorize, allocate and direct the expenditure of all costs related to the execution of the agreements, additionally, the Village is authorized and directed to allocate and spend all necessary funds to fulfill the requirements of the agreements and of this resolution.

Section Seven - Conflict Clause

That all resolutions, parts of resolutions, board actions and/or policies in conflict with the terms of this resolution shall be repealed to the extent of said conflict.

Section Eight - Constitutionality Clause

If any section, paragraph, clause or provision of this resolution is declared by a court of law to be invalid or unconstitutional, the invalidity or unconstitutionality thereof shall not affect the validity of any other provisions of this resolution which are hereby declared to be separable.

Section Nine - Passage Clause

That this resolution shall take full force and effect from and after its passage, approval and publication as provided by law.

Section Ten - Publication

This resolution shall be published in book or pamphlet form as provided by the Illinois Municipal Code.

Section Eleven - Recording

This resolution shall be entered into the minutes and upon the journals of the Board of Trustees of the Village of Roselle.

The Remainder of this Page has been Intentionally Left Blank / Roll Call Vote to follow:

DECIDED pursuant to a Roll Call Vote:

	YES	NO	ABSENT	PRESENT
Tom Della Penna				
Wayne D. Domke				
Dena Forsythe				
Cheryl Lenisa				
Tom Piorkowski				
Lee Trejo				
David Pileski				
TOTAL				

PASSED AND APPROVED by the Village of Roselle Board of Trustees on the 12th day of June, 2023:

David Pileski
Mayor

ATTEST:

Amanda Hausman
Village Clerk

STATE OF ILLINOIS)
) SS
 COUNTIES OF DUPAGE AND COOK)

CLERK’S CERTIFICATION

I, Amanda Hausman hereby certify that I am the duly elected and qualified Village Clerk in and for the Village of Roselle, DuPage and Cook Counties, Illinois; that I am the keeper of the files, records, and seal of said Village, and that the following is a true and correct copy of Resolution No. _____

**A RESOLUTION
 APPROVING AND AUTHORIZING THE EXECUTION OF AN
 INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN
 THE VILLAGE OF ROSELLE AND THE ROSELLE PUBLIC LIBRARY**

adopted and approved by the Mayor and the Board of Trustees at an official meeting held on June 12, 2023 and that the vote on the motion for adoption was as follows:

	YES	NO	ABSENT	PRESENT
Bruce Berkshire				
Wayne D. Domke				
Cheryl Lenisa				
Tom Della Penna				
Tom Piorkowski				
Lee Trejo				
David Pileski				
TOTAL				

I do further certify that the deliberations of the Board on the adoption of said resolution were conducted openly, that the vote on the adoption of said resolution was taken openly, that said meeting was called and held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting such notice, that said meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and with the provisions of the Village Code of the Village of Roselle, as amended, and that the Board has complied with all of the provisions of said Act and said Code and with all of the procedural rules of the Board.

I further state that this Certification is issued under my hand and the seal of the Village of Roselle as required in the Illinois Compiled Statues 65 ILCS 5/1-2-4.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the Corporate Seal of said Village of Roselle, DuPage and Cook Counties, Illinois on the date set forth herein.

 Amanda Hausman, Village Clerk

(SEAL)

Exhibit A
Intergovernmental Agreement

DRAFT

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE VILLAGE OF ROSELLE AND THE ROSELLE PUBLIC LIBRARY
DISTRICT CONCERNING A PARKING LICENSE
ON THE LIBRARY PARKING LOT**

This Intergovernmental Agreement (“Agreement”) made and entered into as of this 14th day of June, 2023 (“Effective Date”), by and between the **VILLAGE OF ROSELLE**, an Illinois non-home rule municipal corporation (“Village”) and the **ROSELLE PUBLIC LIBRARY DISTRICT**, an Illinois public library district (“Library”). From time to time, this Agreement may refer to the Village and Library individually as a “Party,” or together as “Parties”.

RECITALS

WHEREAS, this Agreement is authorized and entered into in accordance with applicable State laws, including Article VII, Section 10 of the 1970 Constitution of the State of Illinois, the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1, *et seq.*), the Illinois Public Library District Act (75 ILCS 16/1-1, *et seq.*), and the Illinois Municipal Code (65 ILCS 5/1, *et seq.*); and

WHEREAS, the Library, owns, operates, controls or manages the facility commonly known as the Roselle Library Parking Lot (“Parking Lot”) located at 40 S. Park Street in Roselle, Illinois, as depicted and labeled as “Parking Lot” on Exhibit A; and

WHEREAS, the Village has requested that the Parking Lot be open for use by patrons of the “Town Center” area in the Village from time to time, not just Library patrons; and

WHEREAS, as consideration for opening the use of the Parking Lot to patrons of the Town Center area from time to time, the Village agrees to provide compensation in the amount set forth in the license agreement; and

WHEREAS, the Village and the Library have reviewed the terms and conditions set forth in this Agreement and finds them reasonable and appropriate with regard to the use of the Parking Lot;

NOW, THEREFORE, in consideration of the mutual promises contained herein and of their good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Incorporation of Recitals.** The recitals above are incorporated into this Agreement and made a part hereof, as representing the intent of the Parties and where applicable as substantive provisions, and all covenants, terms, conditions and provisions hereinafter contained shall be interpreted and construed in accordance therewith.

2. **Parking Lot License.** The Library shall grant a license to the Village for the use of the Parking Lot by Library patrons and patrons of the Town Center area, on the terms, and in the form, set forth in Exhibit B attached hereto and made a part hereof (“License Agreement”).

3. **Termination of Agreement.** This Agreement shall be in effect for a term of one (1) year from the Effective Date, unless terminated earlier. Either Party can terminate this agreement with at least 30 days written notice. If the Library terminates the agreement early, the Library shall refund to the Village the license fee on a pro-rata basis based upon the actual number of calendar days the Agreement is in effect. The term of this Agreement may be extended by mutual agreement between the Parties.

4. **Miscellaneous.** The descriptive headings of the various sections or parts of this Agreement are for convenience only. They shall not affect the meaning or construction or be used in the interpretation of this Agreement or any of its provisions.

A. This Agreement shall be construed in accordance with and governed by the laws of the State of Illinois and the Parties agree to submit to the jurisdiction of the courts of Illinois any dispute regarding this Agreement. The exclusive venue for such purposes shall be the Circuit Court for the 18th Judicial Circuit, DuPage County, Illinois.

B. The Parties have had the opportunity to freely negotiate and cooperate in the drafting and preparation of this Agreement, and in any interpretation or construction of this Agreement or any word, clause or provision herein, the same shall not be construed against any Party on the basis that the Party was the drafter.

C. If any clause, phrase, provision or portion of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable under applicable law, such event shall not affect, impair, or render invalid or unenforceable the remainder of this Agreement, nor any other clause, phrase, provision or portion thereof, nor shall it affect the application of any clause, phrase, provision or portion hereof to other persons or circumstances.

D. This Agreement supersedes all prior agreements and understandings, both written and oral, of the Parties with respect to the subject matter hereof. This Agreement may be modified or amended only with the express written approval of both Parties dated subsequent to the date of this Agreement.

E. This Agreement is not and shall not be binding upon either Party unless and until executed by both Parties. The Agreement may be executed in counterparts, each of which shall be deemed to be and shall constitute one and the same instrument.

F. This agreement may not be assigned or transferred in any manner without the express written consent of both parties.

G. Subject to the provisions regarding assignment, this Agreement shall be binding upon, and inure to the benefit of the successors-in-interest of the Parties.

H. The Parties acknowledge that this Agreement was freely negotiated by each of the Parties hereto and accordingly shall be construed according to the fair meaning of its terms, and not against any Party.

I. Nothing contained in this Agreement is intended to create, or shall be construed as creating, a partnership, joint venture or any similar relationship between the Parties.

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

VILLAGE OF ROSELLE

**ROSELLE PUBLIC LIBRARY
DISTRICT**

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

ATTEST:

ATTEST:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

EXHIBIT A

MAP DEPICTING THE PARKING LOT



EXHIBIT B

LICENSE AGREEMENT

(attached)

LICENSE AGREEMENT

This License Agreement (the "Agreement") is entered into this 14th day of June, 2023 (the "Effective Date"), by and between the **ROSELLE PUBLIC LIBRARY DISTRICT**, an Illinois public library district (the "Library") and the **VILLAGE OF ROSELLE**, an Illinois home rule municipal corporation (the "Licensee"). The Library and the Licensee are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

WITNESSETH

WHEREAS, the Library owns the real property commonly known as 40 S. Park Street, Roselle, Illinois, as legally described and depicted in **EXHIBITS 1** and **2**, respectively, attached hereto and made a part hereof (the "Licensed Premises"); and

WHEREAS, the Licensee has agreed to provide compensation to the Library pursuant to the terms of the "Intergovernmental Agreement Between The Village Of Roselle And The Roselle Public Library District Concerning A Parking License On The Library Parking Lot (the "IGA") in return for the Library granting the license set forth herein to the Licensee; and

WHEREAS, the Library has determined that it is in the best interests of the Library to enter into this Agreement to allow Licensee to utilize the Licensed Premises, subject to certain terms and conditions contained in this Agreement;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants, representations and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, the Parties hereto agree as follows:

SECTION 1: LICENSE AND LIMITATIONS

1.1 Grant of License; Fee. The Library hereby grants to Licensee a non-exclusive revocable license (the "License") to occupy and use, subject to all of the terms, conditions and restrictions contained herein, the Licensed Premises, for limited public parking purposes only. Licensee shall pay the Library the sum of Five Thousand and No/100 Dollar (\$5,000.00) for a single three hundred sixty five (365) day term as the License fee.

1.2 Scope and Limitations of License. The License granted herein shall permit the use of the Licensed Premises on a limited and non-exclusive basis for public parking purposes, subject to the restrictions and requirements imposed by this Agreement, including, but not limited to, the following restrictions and requirements:

- A. The public parking permitted by the License shall be non-exclusive, the Library shall be permitted to use the Licensed Premises at all times, and:
1. Public parking shall be allowed on the Licensed Premises only on the following dates and times:

January 1 through December 31:

Monday – 8:00 PM to 2:00 AM
Tuesday – 8:00 PM to 2:00 AM
Wednesday – 8:00 PM to 2:00 AM
Thursday – 8:00 PM to 2:00 AM
Friday – 5:00 PM to 2:00 AM
Saturday – 5:00 PM to 2:00 AM
Sunday – 5:00 PM to 2:00 AM
 2. The Library may from time to time designate the Licensed Premises as closed to public parking, upon no less than thirty (30) calendar days prior written notice to the Licensee, unless such notice is not feasible due to emergency or unforeseen circumstances. The Library may make such designations in an amount not to cumulatively exceed twenty (20) days in any single calendar year, except that closures of the Licensed Premises for maintenance and/or repairs thereto shall be excluded and not counted towards the limitation on the cumulative number of days in a single calendar year the Licensed Premises may be closed. Any closing of the licensed premises by the Licensor shall extend the lease term by the number of days of the closure.
 3. Overnight public parking on the Licensed Premises is prohibited. Vehicles parked overnight on the Licensed Premises may be ticketed and/or towed. The Licensee is authorized to enforce traffic and parking regulations on the Licensed Premises.
 4. The Licensee shall, at its own cost and expense, post signage on the Licensed Premises as determined and directed by the Library.
 5. The Licensee shall enforce the parking restrictions set forth herein as determined and directed by the Library.
 6. The Licensee is authorized to evaluate utilization of the Licensed Premises, including collecting traffic counts as it sees fit.
- B. Licensee shall not construct, build or place, or cause to be constructed, built or placed, any structures, permanent or otherwise, on the Licensed Premises, including, but not limited to, buildings, houses, dwellings,

garages, sheds, shelters and/or other structures of a permanent or semi-permanent nature, unless approved by the Library as set forth in Section 1.2.C. below, or unless otherwise approved by this Agreement.

- C. Licensee shall have the right to request permission from the Library to make improvements to the Licensed Premises, provided that the costs for the requested improvements are first paid for in full by Licensee. Any such improvements, if made by the Library, shall be made at the sole cost and expense of Licensee. Any such improvements shall be removed by Licensee, at Licensee's sole cost and expense, in the event that this License is terminated or not renewed, unless otherwise directed by the Library. In the event that Licensee fails to remove said improvements, and the Library is required to do so, the Library's costs associated with any such removal shall be a debt due and owing from Licensee to the Library.
- D. Licensee shall refrain from using the Licensed Premises in any unreasonable, unsafe and/or illegal manner, and shall at all times use the Licensed Premises in full compliance with all applicable provisions of this Agreement, the Roselle Municipal Code, and all Federal, State of Illinois, and other local laws, ordinances, regulations, rules and directives.

1.3 Term of License. Unless sooner terminated by agreement of the Library and Licensee, this Agreement shall remain in effect for three hundred sixty five (365) days and may be extended and/or amended thereafter by both parties' written consent.

1.4 Non-Assignability of License. The License is personal and shall not be assigned and/or transferred to any other person or entity without the expressed written consent of the Library, which consent may be withheld in the Library's sole and absolute discretion.

SECTION 2: TERMINATION AND EXPIRATION

2.1 Termination. This Agreement shall terminate by its terms at its effective date of expiration. Said License is for the temporary permissive use of the Licensed Premises only and creates no property and/or other interest in the Licensed Premises on the part of, or for the benefit of, Licensee.

2.2 Notice of Termination. No written or other notice shall be required when this Agreement expires.

SECTION 3: NOTICES

3.1 Delivery and Effective Date. Notice or other writings which either Party is required to, or may wish to, serve upon the other Party in connection with this Agreement shall be in writing and shall be delivered personally or sent by

registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

(A) If to the Library:

Samantha Johnson, Library Director
Roselle Public Library District
40 S. Park Street
Roselle, Illinois 60172

With a copy to:

Carmen P. Forte, Jr.
Klein, Thorpe & Jenkins, Ltd.
20 N. Wacker Drive, Suite 1660
Chicago, Illinois 60606

(B) If to the Licensee:

Jason Bielawski, Village Administrator
Village of Roselle
31 S. Prospect Street
Roselle, Illinois 60172

or to such other address, or additional parties, as either Party may from time to time designate in a written notice to the other Party. Service by certified mail shall be deemed given on the third day following the mailing of said notice, and service by personal delivery shall be deemed given upon actual delivery.

SECTION 4: MISCELLANEOUS PROVISIONS

4.1 Indemnification and Insurance. Licensee covenants and agrees to indemnify the Library and its elected officials, officers, agents and employees from and against any and all claims, losses, lawsuits, actions, injuries, accidents, costs and/or expenses (including reasonable attorneys' fees) for damages to person(s) or property arising out of or in relation to the acts or omissions of Licensee, or Licensee's officers, agents, contractors or employees, relative to the use, maintenance or repair of the Licensed Premises, for the term of this Agreement, but not for acts or omissions occurring after the early termination of this Agreement by either Party. Licensee shall maintain liability insurance coverage for the Licensed Premises from the commencement of the term of this Agreement until its termination, in an amount acceptable to the Library, and shall provide the Library with a certificate of insurance describing such insurance coverage within thirty (30) days after the commencement of the term of this Agreement, and shall update same, as necessary thereafter, during the term of this Agreement. Such insurance coverage shall name the Library, its elected officials, officers, agents and employees as additional insureds, and shall provide that the insurance coverage provided by Licensee shall be primary to any insurance coverage of the Library. Failure of Licensee to provide such insurance certificate, within ten (10) business days after notice from the Library of Licensee's failure to provide a current

certificate of insurance, shall terminate this Agreement without further action by either Party.

4.2 Severability of Agreement. The terms and conditions set forth in this Agreement shall be severable. In the event that any of the provisions contained herein are declared by a court of competent jurisdiction to be inconsistent with federal, state or local law, or otherwise unenforceable for any reason whatsoever, the remaining provisions shall remain in full force and effect as to the Parties.

4.3 Counterparts. This Agreement may be executed simultaneously in two (2) counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.

4.4 Entire Agreement. This Agreement contains the entire understanding between the Parties and supersedes any prior understanding or written or oral agreements between them regarding the within subject matter. There are no representations, agreements, arrangements or understandings, oral or written, between and among the Parties hereto relating to the subject matter of this Agreement which are not fully expressed herein.

4.5 Effective Date. This Agreement shall be deemed dated and become effective on the date on which the last of the Parties executes this Agreement, which date shall be inserted on page 1 of this Agreement.

LICENSEE:

VILLAGE OF ROSELLE

By: _____

Name: _____

Title: _____

ATTEST:

By: _____

Name: _____

Title: _____

LIBRARY:

ROSELLE PUBLIC LIBRARY DISTRICT

By: _____

Name: _____

Title: _____

ATTEST:

By: _____

Name: _____

Title: _____

EXHIBIT 1
to the License Agreement

Legal Description of the Licensed Premises

PARCEL 2:

LOT 8 AND THE NORTH HALF OF LOT 9 (AS MEASURED ON THE EAST AND WEST LINES OF SAID LOT 9) AND WEST 10 FEET (MEASURED ON THE NORTH AND SOUTH LINES) OF THE NORTH 75 FEET (MEASURED ON THE WEST LINE) OF LOT 11 IN BLOCK 5 IN TOWN OF ROSELLE (ALSO KNOWN AS BERNARD BECK'S ADDITION TO ROSELLE); BEING A SUBDIVISION OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 40 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 5, 1874 AS DOCUMENT 18901, IN DUPAGE COUNTY, ILLINOIS.

P.I.N.s: 02-03-403-004 AND 02-03-403-005

Common Address: 40 S. Park Street Roselle, IL 60172

PARCEL 3:

THE SOUTH 25 FEET OF LOT 9, ALL OF LOT 10 AND LOT 11 (EXCEPT THE WESTERLY 10 FEET OF THE NORTHERLY 75 FEET OF SAID 10 FEET TO BE MEASURED PARALLEL TO THE NORTHERLY AND SOUTHERLY LINES OF SAID LOT) IN BLOCK 5 IN TOWN OF ROSELLE (ALSO KNOWN AS BERNARD BECK'S ADDITION TO ROSELLE); BEING A SUBDIVISION OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 40 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 5, 1874 AS DOCUMENT 18901, IN DUPAGE COUNTY, ILLINOIS. PINS:

P.I.N.s: 02-03-403-009 AND 02-03-403-010

Common Address: 40 S. Park Street Roselle, IL 60172

EXHIBIT 2
to the License Agreement
Map of the Licensed Premises

