



Section 4(f) De Minimis Documentation

PALATINE ROAD OVER SALT CREEK



**Village of Palatine
Cook County, Illinois**

***Illinois Department of Transportation
Division of Highways/District 1/Region 1
December 2022***

**4(f) De Minimis Documentation for Palatine Road over Salt Creek
Village of Palatine, Cook County, Illinois**

TABLE OF CONTENTS

DI MINIMIS DOCUMENTATION

1. Project Description.....	1
2. Section 4(f) Resources	1
3. Description and Intended Section 4(f) Resource Use	2
4. Description of Efforts to Avoid, Minimize, and Mitigate or Enhance the Resource.....	2
5. Evidence of Opportunity for Public Review and Comment:	3
6. Evidence of Coordination with Official(s) with Jurisdiction (OWJ).....	3
7. Supporting Documentation	4

ATTACHMENTS

Project Location Map.....	A-1
Existing and Proposed Aerial.....	A-2
Preliminary Proposed Plan and Profile.....	A-3
Photographs of Resource.....	A-4
Newspaper Public Comment Display Ad.....	A-5
Palatine Park District Correspondence.....	A-6
IDOT/Village of Palatine/ Palatine Park District Coordination Meeting Minutes.....	A-7
Copies of Other Correspondence.....	A-8

4(f) De Minimis Documentation for Palatine Road over Salt Creek Village of Palatine, Cook County, Illinois

1. Project Description

- a. Project Number:** P-91-010-19
- b. Project Name:** Palatine Road over Salt Creek, 0.2 miles west of Winston Drive
- c. Location:** Village of Palatine (Village), Cook County
- d. Project Type:** Culvert Replacement
- e. Project Length:** 400 feet (0.08 miles)
- f. NEPA Class of Action:** State Approved Categorical Exclusion
- g. Purpose and Need of the Project:** Complete removal and replacement of the existing box culvert that carries Palatine Road over Salt Creek (Existing SN 016-2653 / Proposed SN 016-8306 and runs from north to south. The culvert was built in 1959 under Contract 21018 as Project S-635(3), Section 110-0913. The purpose and need of this improvement are to address the substandard structural capacity of the existing culvert which is underdesigned for current requirements. In order to address the structural capacity, the Department will need to perform a total replacement of the structure.
- h. Project Status:** The Illinois Department of Transportation (IDOT) is nearing completion of a preliminary engineering and environmental study (Phase I). This improvement is included in the Department's FY 2023-2028 Proposed Highway Improvement Program. Current engineering efforts are targeted to enable a contract letting in the early years of the multi-year program contingent upon plan readiness, land acquisition, and funding availability through future annual legislative appropriations.

2. Section 4(f) Resources

- a. Name of Resource:** Chestnut Park and unnamed greenspace
- b. Type of Resource:** Natural Area (Public Park/Recreational Area)
- c. Official with Jurisdiction (OWJ):** Palatine Park District (PPD)
- d. Description of role/significance in the community:** Chestnut Park is located in the northwest quadrant of Palatine Road and Winston Drive and classified as a passive/open space park. The unnamed greenspace is located on the southwest quadrant of Palatine Road and Winston Drive and is classified as a passive/open space as well. PPD currently does not schedule any organized recreational use at these locations.

4(f) De Minimis Documentation for Palatine Road over Salt Creek Village of Palatine, Cook County, Illinois

3. Description of Intended Section 4(f) Resource Use

- a. The scope of work consists of removal and replacement of the existing 10'x8' double box culvert with an 11'x10' double box culvert to handle Salt Creek design flows. The proposed improvements also include widening existing sidewalks to provide 10-foot shared-use paths on each side of Palatine Road.
- b. The existing culvert wingwalls are partially located on PPD property on the north end of the culvert and as such avoidance of the resource is not feasible. The proposed culvert will be constructed in the same location as the existing culvert. Avoidance of the resource on the southeast quadrant is not feasible since it is needed to tie the proposed 10-foot wide shared-use path along the structure back into the existing 5-foot sidewalk.
- c. A total of approximately 0.0562 acres of permanent easement and 0.0057 acres of temporary easement will be required from three PPD parcels with Property Index Number (PIN) 02-13-315-050, 02-13-400-003, and 02-24-205-025 for the construction and future maintenance of the proposed culvert, to install the shared-use path and sidewalk, and to install bicycle railing. The existing utility easement will be used to provide access for construction equipment, grading along the new culvert, and to complete storm sewer work that is required by replacing the existing culvert.
- d. There will be no negative impact to the PPD properties. The permanent and temporary easements will be utilized to replace the existing substandard culvert in the same location.
- e. The properties needed for the permanent and temporary easements are currently wooded areas with no recreational use, located on the north and south sides of Palatine Road west of Winston Drive. Approximately 4 trees will need to be removed due to conflicts with the proposed improvement. Three of the four trees are located on PPD property. IDOT will follow its tree replacement policy and install trees within the existing right-of way where feasible.
- f. The Village of Palatine's new 8" water main located on PPD property within a 25-foot utility easement overlaps with IDOT's proposed easements but is not expected to be affected. IDOT has been in coordination with the Village to identify and/or avoid impacts as appropriate.
- g. The proposed culvert will be consistent with the function and significance of the current land use.

4. Description of Efforts to Avoid, Minimize, and Mitigate or Enhance the Resource

- a. The existing culvert wingwalls lie on PPD property. The proposed improvements include lengthening the culvert to provide 10-foot shared-use paths on each side of Palatine Road along the structure. As such, there is no way to avoid impacts or acquisition of PPD property.
- b. In order to minimize impacts IDOT limited roadway improvements to maintaining the existing 11-foot lanes along both Frontage Roads instead of

4(f) De Minimis Documentation for Palatine Road over Salt Creek Village of Palatine, Cook County, Illinois

- providing 12-foot lanes which would require widening and additional impacts to the PPD properties. IDOT has also minimized impacts by maintaining the existing centerline profile.
- c. IDOT will enhance the Palatine Trail which is adjacent to Chestnut Park on the north side of Palatine Road by replacing the existing 6- to 8-foot-wide brick sidewalk along the structure with a 10-foot wide shared-use path. The 10-foot shared-use path will also be provided on the south side of Palatine Road. This will provide a safer and more accommodating bike path experience to PPD users in addition to improving pedestrian accommodations.
 - d. **List of Commitments for Mitigation or Enhancement:**
 - If the Village requests specific aesthetic treatment items such as decorative lighting, fencing, and stone parapet walls be reinstated with the improvement, the reinstatement would be contingent upon the Department receiving a detailed cost estimate from the Village. Also, the Village would be responsible for all costs and maintenance responsibilities for these items.

5. Evidence of Opportunity for Public Review and Comment:

- a. A newspaper ad will be posted to allow the public an opportunity to review and comment on the Section 4(f) impacts. (See Attachment A-5)
- b. The Section 4(f) De Minimis Documentation will also be included in IDOT's website under Environmental Coordination.
<http://www.idot.illinois.gov/transportation-system/environment/index>
- c. Comments could be made by email through the Department website by clicking on the link above.

6. Evidence of Coordination with Official(s) with Jurisdiction (OWJ)

Correspondence

- a. IDOT letter to PPD dated March 23, 2021. (See Attachment A-6)
- b. PPD response letter to IDOT dated April 2, 2021. (See Attachment A-6)
- c. IDOT letter to PPD requesting review of the Section 4(f) De Minimis Documentation dated XX. (See Attachment A-6)

Meetings:

- d. Meeting Minutes from IDOT/PPD/Village Coordination Meeting on April 22, 2021. (See Attachment A-7)
- e. Meeting Minutes from IDOT/PPD/Village Meeting on June 29, 2022. (See Attachment A-7)
- f. Copy of e-mail to PPD with final determination on underpass request. (See Attachment A-8)

**4(f) De Minimis Documentation for Palatine Road over Salt Creek
Village of Palatine, Cook County, Illinois**

7. Supporting Documentation

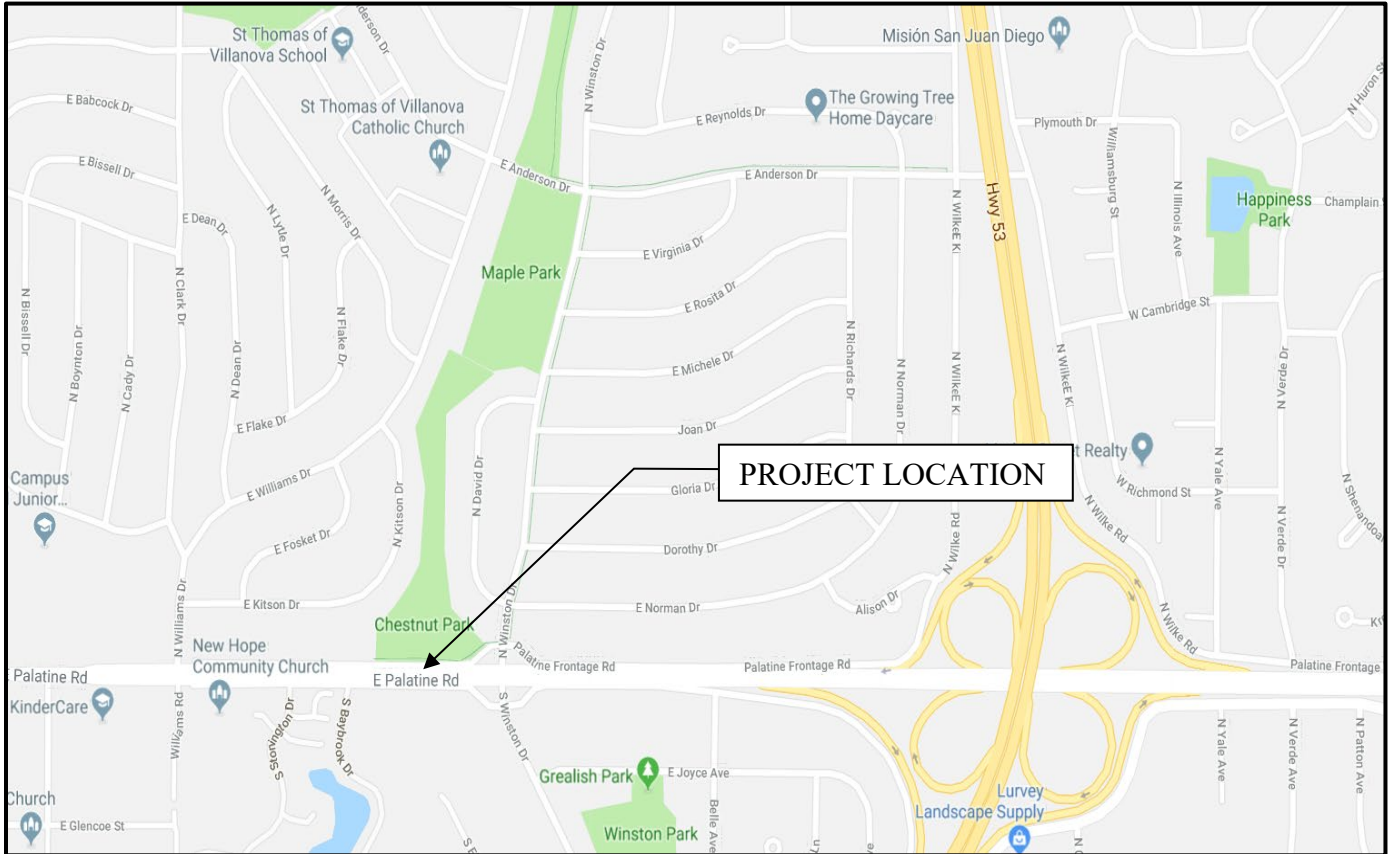
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h.	Copies of other correspondence.....	A-8

Palatine Road over Salt Creek
Village of Palatine
Cook County, IL

A-1

PROJECT LOCATION MAP

LOCATION MAP



Route: Palatine Road (FAP 305)
Limits: Over Salt Creek (west of Winston Drive)
County: Cook

Village of Palatine
P-91-010-19

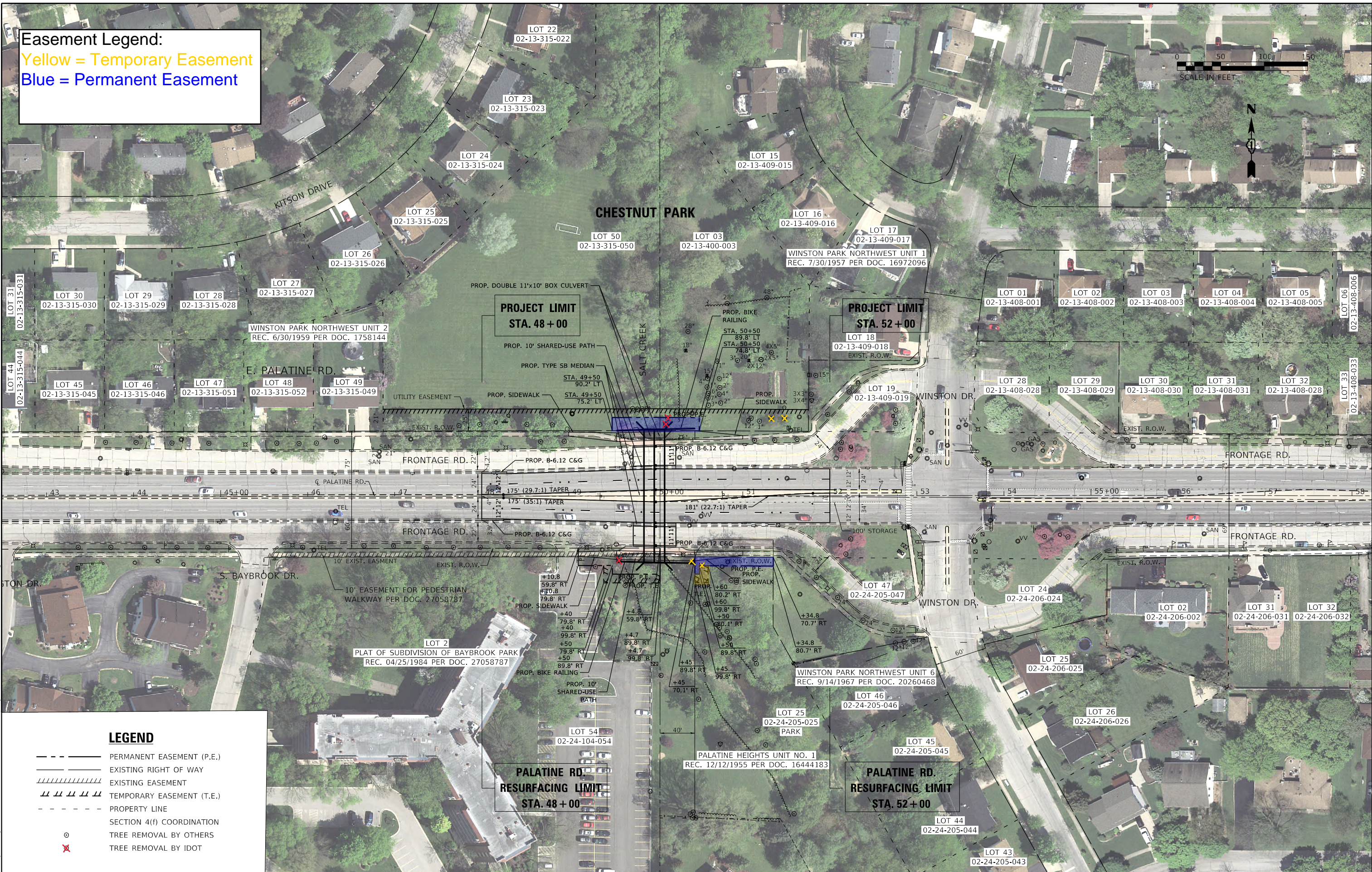
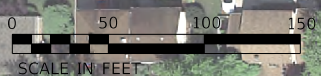


Palatine Road over Salt Creek
Village of Palatine
Cook County, IL

A-2

EXISTING AND PROPOSED AERIAL

Easement Legend:
 Yellow = Temporary Easement
 Blue = Permanent Easement



LEGEND

- PERMANENT EASEMENT (P.E.)
- EXISTING RIGHT OF WAY
- ////// EXISTING EASEMENT
- ////// TEMPORARY EASEMENT (T.E.)
- - - - - PROPERTY LINE
- ⊙ SECTION 4(f) COORDINATION
- ⊙ TREE REMOVAL BY OTHERS
- ⊙ TREE REMOVAL BY IDOT

USER NAME = Melissa.Au	DESIGNED -	REVISED -
PLOT SCALE = 100,0000' / in.	DRAWN -	REVISED -
PLOT DATE = 11/09/22	CHECKED -	REVISED -
	DATE -	REVISED -

**STATE OF ILLINOIS
 DEPARTMENT OF TRANSPORTATION**

**ROADWAY PLAN
 PALATINE ROAD OVER SALT CREEK**

SCALE: 1" = 50' SHEET 1 OF 1 SHEETS STA. 42+48 TO STA. 58+23

F.A.P. RTE. 305	SECTION 2018-096-I	COUNTY COOK	TOTAL SHEETS 1	SHEET NO. 1
P-91-010-19		CONTRACT NO.		
ILLINOIS FED. AID PROJECT				

Palatine Road over Salt Creek
Village of Palatine
Cook County, IL

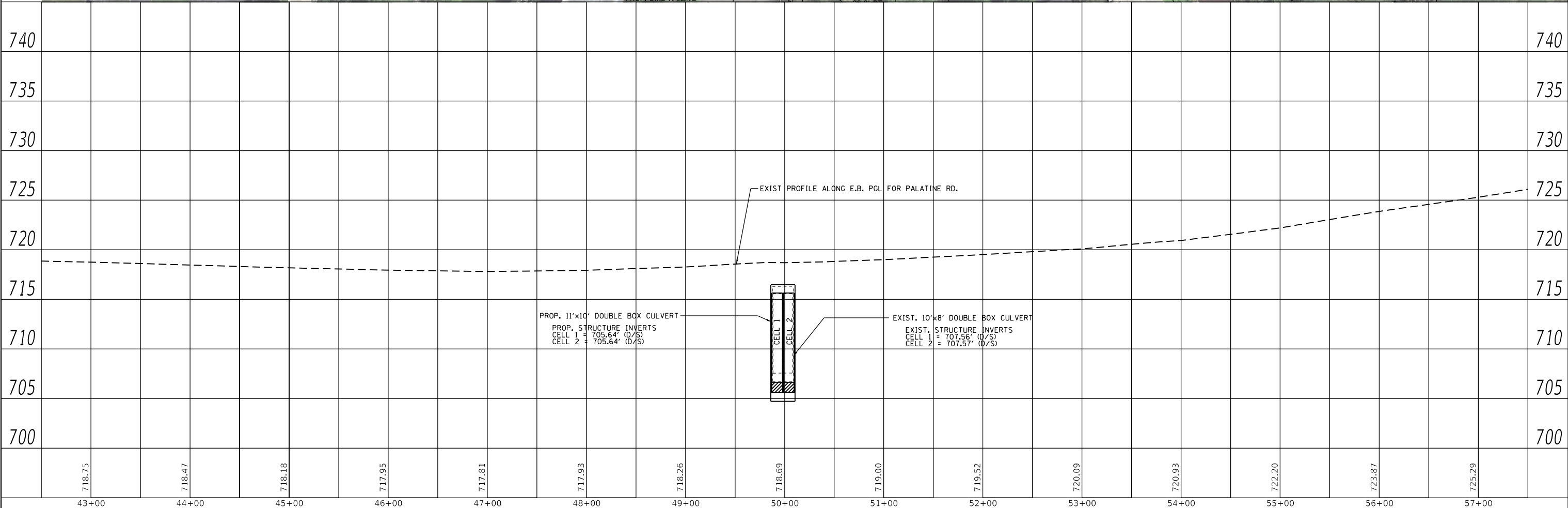
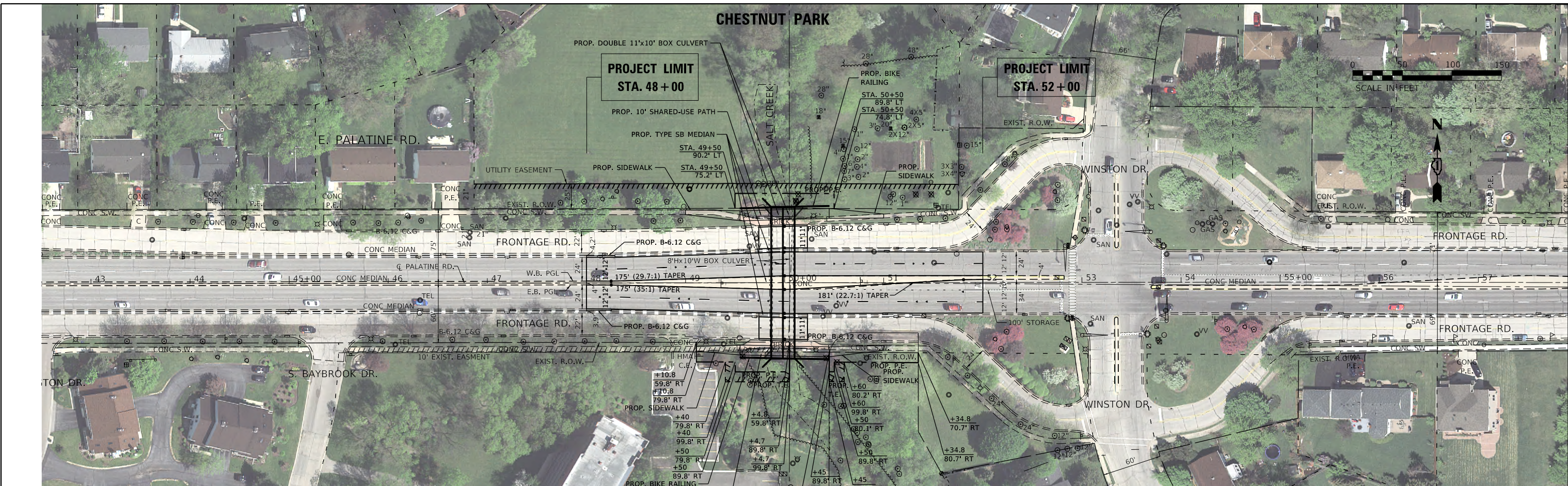
A-3

PRELIMINARY PROPOSED PLAN AND PROFILE

PLAN	SURVEYED	DATE
	PLOTTED	
	ALIGNMENT CHECKED	
	NOTE BOOK	
	NO.	
	CADD FILE NAME	
	NO.	

PROFILE	SURVEYED	DATE
	PLOTTED	
	GRADES CHECKED	
	NOTE BOOK	
	NO.	
	STRUCTURE NOTATIONS CHECKED	
	NO.	

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USER NAME = Melissa.Au	DESIGNED -	REVISED -
	DRAWN -	REVISED -
PLOT SCALE = 100.0000' / in.	CHECKED -	REVISED -
PLOT DATE = 11/09/22	DATE -	REVISED -

**STATE OF ILLINOIS
 DEPARTMENT OF TRANSPORTATION**

**ROADWAY PLAN AND PROFILE
 PALATINE RD. OVER SALT CREEK**

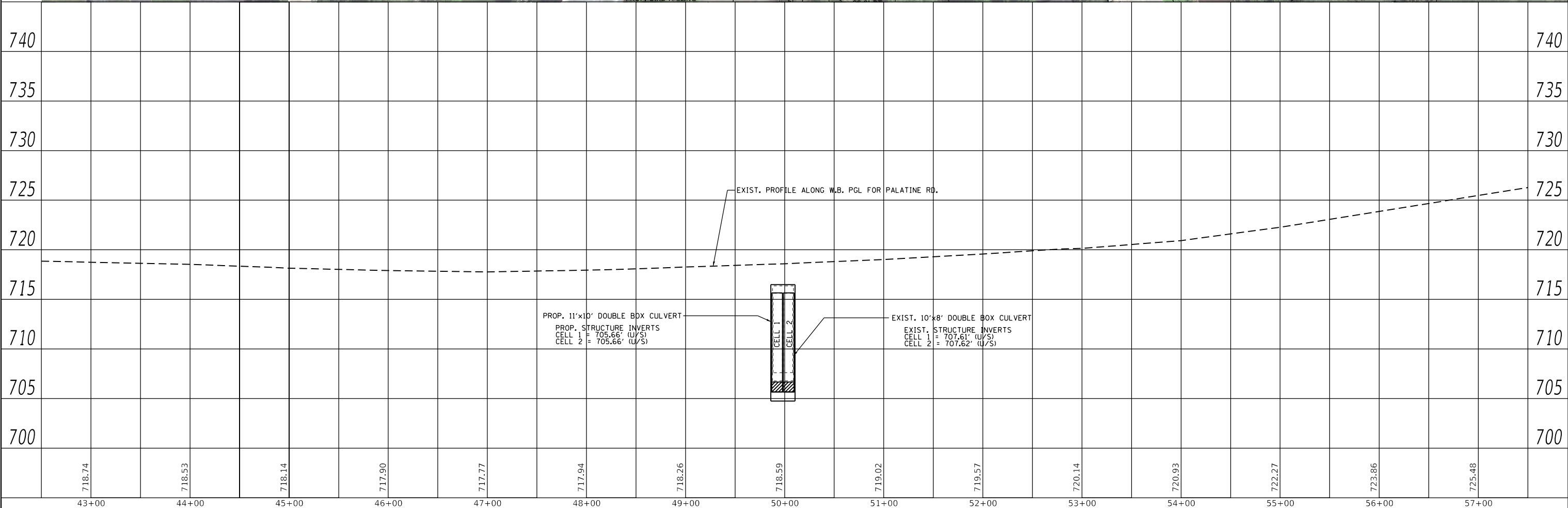
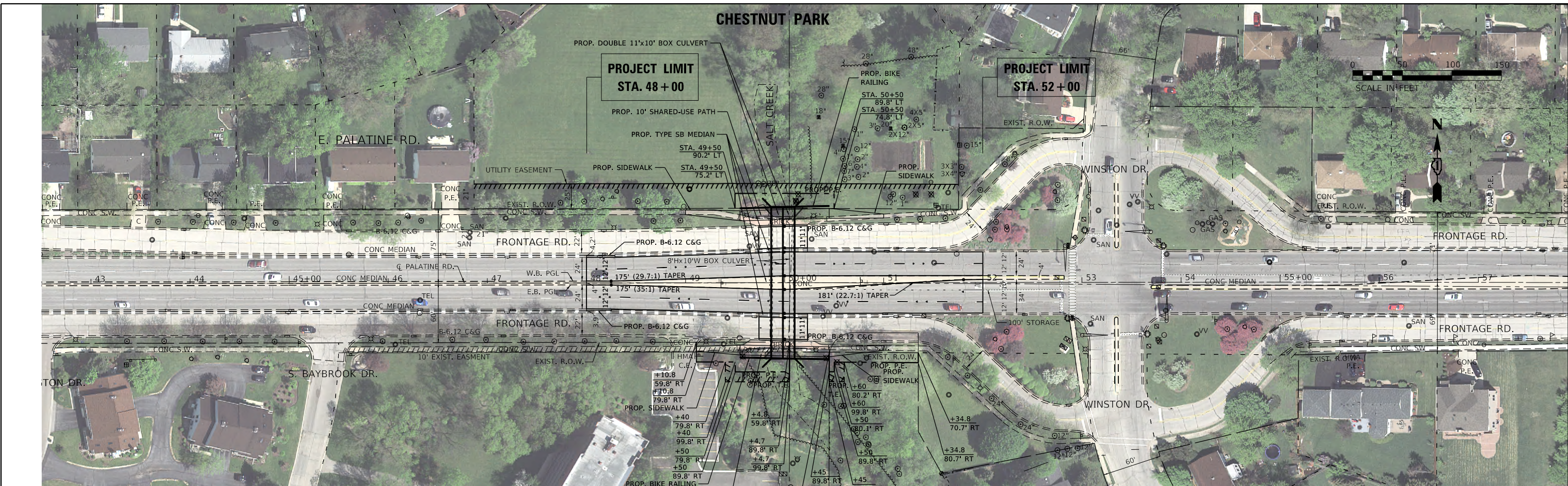
SCALE: 1"=50' SHEET 1 OF 2 SHEETS STA. 45+00 TO STA. 55+00

F.A.P. RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
305	2018-096-I	COOK	2	1
P-91-010-19			CONTRACT NO.	
ILLINOIS FED. AID PROJECT				

PLAN	SURVEYED	DATE
	PLOTTED	
	ALIGNMENT CHECKED	
	NOTE BOOK	
	NO.	
	CADD FILE NAME	
	NO.	

PROFILE	SURVEYED	DATE
	PLOTTED	
	GRADES CHECKED	
	NOTE BOOK	
	NO.	
	STRUCTURE NOTATIONS CHECKED	
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USER NAME =	Melissa.Au	DESIGNED -	REVISED -
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PLOT SCALE =	100.0000' / in.	CHECKED -	REVISED -
PLOT DATE =	11/09/22	DATE -	REVISED -

**STATE OF ILLINOIS
 DEPARTMENT OF TRANSPORTATION**

ROADWAY PLAN AND PROFILE			
PALATINE RD. OVER SALT CREEK			
SCALE: 1"=50'	SHEET 2	OF 2 SHEETS	STA. 45+00 TO STA. 55+00

F.A.P. RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
305	2018-096-I	COOK	2	2
P-91-010-19			CONTRACT NO.	
ILLINOIS FED. AID PROJECT				

Palatine Road over Salt Creek
Village of Palatine
Cook County, IL

A-4

PHOTOGRAPHS OF RESOURCE



Figure 1: Chestnut Park – West of culvert, looking Northeast from Palatine Frontage Rd.



Figure 2: Chestnut Park – West of culvert, looking North from Palatine Frontage Rd.



Figure 3: Chestnut Park – West of culvert, looking North from Palatine Frontage Rd.



Figure 4: Chestnut Park - Looking North from Palatine Frontage Rd.



Figure 5: Chestnut Park - Looking Northwest from Palatine Frontage Rd.



Figure 6: Chestnut Park - Looking Northeast from Palatine Frontage Rd.



Figure 7: Chestnut Park – East of culvert, looking Northwest from Palatine Frontage Rd.



Figure 8: Chestnut Park – East of culvert, looking North from Palatine Frontage Rd.



Figure 9: Unnamed greenspace – East of culvert, looking southeast from Palatine Frontage Rd.



Figure 10: Unnamed greenspace – East of culvert, looking southeast from Palatine Frontage Rd.



Figure 11: Existing culvert north elevation



Figure 9: Existing culvert northwest wingwall



Figure 13: Existing culvert northeast wingwall



Figure 14: Existing culvert north headwall (cell 1)



Figure 15: Existing culvert north headwall (cell 2)



Figure 16: Salt Creek channel upstream looking north



Figure 17: Existing culvert south end, looking east



Figure 18: Existing culvert south end, looking west

Palatine Road over Salt Creek
Village of Palatine
Cook County, IL

A-5

NEWSPAPER PUBLIC COMMENT DISPLAY AD

Palatine Road over Salt Creek
Village of Palatine
Cook County, IL

A-6

PPD CORRESPONDENCE



Illinois Department of Transportation

Office of Highways Project Implementation / Region 1 / District 1
201 West Center Court / Schaumburg, Illinois 60196-1096

Project and Environmental Studies
Palatine Road over Salt Creek (West of Winston Drive)
Cook County

March 23, 2021

Mr. Mike Clark
Executive Director
Palatine Park District
Community Center
250 E. Wood Street
Palatine, IL 60067

Dear Mr. Clark:

The Illinois Department of Transportation (Department) has recently initiated preliminary engineering and environmental studies (Phase I) for the improvement of Palatine Road over Salt Creek just west of Winston Drive (West of Illinois Route 53) in the Village of Palatine in Cook County. A location map is enclosed for your reference. This improvement is included in the Department's FY 2021-2026 Proposed Highway Improvement Program. Current engineering efforts are targeted to enable a contract letting in the middle years of the multi-year program contingent upon plan readiness, land acquisition, and funding availability through future annual legislative appropriations. The proposed project is anticipated to consist of culvert replacement.

The subject improvement is in the vicinity of Chestnut Park of the Palatine Park District. At this early stage in project development, the Department requests that you provide some background information concerning these holdings. The following information would be of particular interest to the Department:

1. Is this property publicly owned?
2. Is it publicly used as a park, recreational area, wildlife and/or waterfowl refuge?
3. Is it on, or eligible for, the National Register of Historic Places (NRHP)?
4. Size in acres, as well as a right-of-way plat and/or site plan
5. Common name and type of facility (recreation, historic, etc.)
6. Available recreational activities (fishing, swimming, bike trails, etc.)
7. Facilities, existing and planned (description and location)
8. Usage (approximate number of users for each activity)
9. Relationship to other similarly used lands in the vicinity
10. Access (pedestrian, bicycle, equestrian, and vehicular)
11. Ownership and applicable clauses affecting title, such as covenants, restrictions or conditions including forfeiture or federal encumbrances (i.e., LAWCON funds)
12. Unusual characteristics of the property (flooding, vegetation, terrain conditions, or any other future plans)
13. A map identifying the extent of your holdings in the area of the proposed improvement

Mr. Mike Clark
March 23, 2021
Page 2

The Department would also like to request a review of the Phase I geometry by the Palatine Park District. Enclosed are two copies of the following documents for the above referenced project.

- Roadway Plan Sheet
- Plan and Profile Sheets
- Typical Cross Section
- Cross Section Sheets

Please review the geometry and provide any comments within 30 days so the Department may maintain the project schedule.

If you have any questions or need additional information, please contact me or Carlos A. Feliciano, In-House Studies Unit Head, at (847) 705-4106, or email at Carlos.Feliciano@illinois.gov.

Very truly yours,



Steve Schilke, P.E.
Project & Environmental Studies Section Chief

Enclosure

cc: Trish Feid, Palatine Park District
Jim Holder, Palatine Park District
George S. Rupert, Village of Palatine
Tara Orbon, Cook County Department of Transportation and Highways



April 2, 2021

Mr. Steve Schilke
Project & Environmental Studies Section Chief
Illinois Department of Transportation
Office of Highways Project Implementation/Region 1/District 1
201 West Center Court
Schaumburg, IL 60196

Dear Mr. Schilke:

Thank you for including the Palatine Park District in the initial engineering and environmental phase of this project. Please find the response to your questions below. The Palatine Park District would like to officially request adding a pedestrian underpass underneath Palatine Road with this project if feasible.

The Palatine Park District is committed to provide the best recreational experiences for our residents. The Palatine Trail was identified in the District's 2015 Comprehensive Master Plan as the most important amenity the District provides to the community. The Palatine Trail is a bicycle, hiking, and nature trail that spans more than 24 miles throughout the Park District boundaries. The trail combines both paved, multi-use trails with designated side streets and bicycle lanes, the Trail provides access to Harper College, elementary, middle, and high schools, neighborhood and community parks, and the Palatine Hills Golf Course. The Trail also connects District residents to downtown Palatine, the Metra train station and other area landmarks. Trails within the District are the responsibility of both the Village of Palatine (VOP) and the Palatine Park District (PPD). At its northern end, the Trail connects to the Deer Grove Forest Preserve and at its southern end it connects to the Highland Wood Golf Course and Paul Douglas Forest Preserve. More than 19 Park District properties are located along the existing and planned trail network.

The District would like to schedule a meeting with your team to discuss the possibility of including a pedestrian underpass with the project. The pedestrian underpass section would line up with the Palatine Trail if installed on the east side of the proposed box culverts. The underpass would provide a safe passageway for trail users across Palatine Road. I have included Google Earth images to illustrate the proposed Trail extension in this document.

Please let me know how the District can proceed with this request.
Thank you for your consideration.

Respectively,

James E. Holder
Superintendent of Parks & Planning
Palatine Park District

Enclosure Cc: Mike Clark, Palatine Park District; Diane Hilgers, Salt Creek Park District; George Rupert, Village of Palatine; Matt Barry, Village of Palatine; Tara Orbon, Cook County DOT

1. Is this property publicly owned?
 - a. Yes, the property is owned by the Park District.
2. Is it publicly used as a park, recreational area, wildlife and/or waterfowl refuge?
 - a. Chestnut Park is classified as a passive/open space park. The District currently does not schedule any organized recreational use at that location.
3. Is it on, or eligible for, the National Register of Historic Places (NRHP)?
 - a. No
4. Size in acres, as well as a right-of-way plat and/or site plan
 - a. Chestnut Park is roughly 3 acres of open space. Exact size is hard to calculate because the East side of the creek PIN is attached to Maple Park along the creek and the west side extends north along the creek to Anderson.
 - b. The District has a recent agreement with the Village of Palatine for a utility easement for their water main. (see attachments 02, 03, 04)
5. Common name and type of facility (recreation, historic, etc.)
 - a. Chestnut Park. Passive recreation/open space.
6. Available recreational activities (fishing, swimming, bike trails, etc.)
 - a. Passive open space.
7. Facilities, existing and planned (description and location)
 - a. Future trail head for the Palatine Trail on the East side of the creek.
 - b. Future looped walking path with perennial gardens on the West side of creek.
8. Usage (approximate number of users for each activity)
 - a. N/A
9. Relationship to other similarly used lands in the vicinity.
 - a. Open space
 - b. Future connection to the Palatine Trail
10. Access (pedestrian, bicycle, equestrian, and vehicular)
 - a. Pedestrian currently /potential future bicycle use.
11. Ownership and applicable clauses affecting title, such as covenants, restrictions or conditions including forfeiture or federal encumbrances (i.e., LAWCON funds)
 - a. N/A
12. Unusual characteristics of the property (flooding, vegetation, terrain conditions, or any other future plans)
 - a. Palatine Trail Extension to Palatine Road
 - b. Request to IDOT to include a Pedestrian trail underpass with this box culvert project.
13. A map identifying the extent of your holdings in the area of the proposed improvement.
 - a. See attached all attachments.

AMERICAN TITLE ASSOCIATION OWNER'S POLICY
STANDARD FORM A — CENTRAL REGION — 1960

CHICAGO TITLE AND TRUST COMPANY

a corporation of Illinois, herein called the Company, for a valuable consideration, hereby insures the party named in Schedule A, hereinafter called the Insured, the heirs, devisees, personal representatives of such Insured, or, if a corporation, its successors by dissolution, merger or consolidation, against loss or damage not exceeding the amount stated in Schedule A, together with costs, attorneys' fees and expenses which the Company may become obligated to pay as provided in the Conditions and Stipulations hereof, which the Insured shall sustain by reason of:

Any defect in or lien or encumbrance on the title to the estate or interest covered hereby in the land described or referred to in Schedule A, existing at the date hereof, not shown or referred to in Schedule B or excluded from coverage in Schedule B or in the Conditions and Stipulations;

all subject, however, to the Conditions and Stipulations hereto annexed, which Conditions and Stipulations together with Schedules A and B, are hereby made a part of this policy; all as of the date of this policy.

In Witness Whereof, CHICAGO TITLE AND TRUST COMPANY has caused this policy to be signed and sealed as of the date of policy shown in Schedule A, the policy to become valid when countersigned by an authorized signatory.

Paul W. Goodrich President.

ATTEST:

W. Edmund Peterson Secretary.



Countersigned

J. J. Moroney
Authorized Signatory

IMPORTANT

This policy necessarily relates solely to the title as of the date of the policy. In order that a purchaser of the real estate described herein may be insured against defects, liens or encumbrances, this policy should be reissued in the name of such purchaser.

SCHEDULE A

No. 52-47-816 Date of Policy December 17, 1962 Amount of Policy \$1,000.00

NAME OF INSURED

** VILLAGE OF PALATINE A MUNICIPAL CORPORATION **

1. The estate or interest in the land described or referred to in this schedule covered by this policy is: FEE SIMPLE

2. Title to the estate or interest covered by this policy at the date hereof is vested in the Insured.

3. The land referred to in this policy is described as follows:

Parcel 1:

That part of Winston Park North West Unit One being a Subdivision in Section 13, Township 42 North, Range 10, East of the Third Principal Meridian, lying North of the North line of Anderson Drive and Westerly of Lots 1 to 16 inclusive in Block 3 and Westerly and Northerly of that part of Winston Drive lying North of Lot 1 in Block 3, aforesaid:

Parcel 2:

That part of Winston Park North West Unit No. 1 being a Subdivision in Section 13, Township 42 North, Range 10, East of the Third Principal Meridian, lying West of Lots 6 to 19 inclusive in Block 16 and South of Southwesterly line of Lot 5 in Block 16 extended Northwesterly:

Parcel 3:

That part of Winston Park North West Unit Two being a Subdivision in Section 13, Township 42 North, Range 10, East of the Third Principal Meridian, lying Easterly of the most Easterly line of Lots 1 to 26, inclusive and Lot 49 in Block 17, in Cook County, Illinois. **

Permanent Tax No. 02-13-400-003-(

Permanent Tax No. 02-13-400-004-(Premises in question and

Permanent Tax No. 02-13-315-050-(other property

SCHEDULE B

This policy does not insure against loss or damage by reason of the following: (NOTE: There are no items numbered 1, 2 and 3 under the Special Exceptions of Schedule B.)

Special Exceptions:

4. Covenants created by the plat of Winston Park North West Unit No. 1, recorded July 30, 1957 as Document 16972096, relating to a prohibition of aerial connections between the underground cables of the Illinois Bell Telephone Company and buildings in the Subdivision and payment of charges for telephone connections between such cables and buildings.

Affects Parcels 1 and 2.

For further particulars see record.

NOTE: A breach or violation of the above noted restrictions will not cause a forfeiture or reversion of title.

5. Covenants and restrictions contained in Declaration of Protective Covenants by Winston Park North West Corporation, a corporation, La Salle National Bank, as Trustee under Trust No. 21211 and La Salle National Bank, as Trustee under Trust No. 18390 dated March 10, 1958 and recorded April 23, 1958 as Document 17188035, relating to use, cost, character, construction, location, area and size of buildings to be erected on premises in question and providing for minimum area

of lots, approval of plans, churches, display of signs, prevention of nuisances, sight distances at intersections and appointment of a successor board of approval.

For further particulars see record.

Affects Parcels 1 and 2.

6. Rights of the Public, the State of Illinois, and the Municipality in and to that part of premises in question taken or used for road purposes.

Affects all.

7. Rights of the Public to use premises in question for park purposes.

Affects all.

8. Rights of the adjoining lot owners to use premises in question for park purposes.

Affects all.

9. Grant by Emma L. Prellberg, to Public Service Company of Northern Illinois, dated November 19, 1947 and recorded November 25, 1947 as Document 14200313 to install, maintain and operate a circular concrete vault and a 4 inch gas main with necessary appurtenances for the transmission and distribution of gas with right of access.

Affects parcel 2.

10. Grant dated September 14, 1951 and recorded September 25, 1951 as Document 15177339 by Emma L. Prellberg to Public Service Company of Northern Illinois to lay and maintain and operate an 8 inch gas main and necessary appurtenances along North side of Public Highway known as Palatine Road which extends along the South side of the South East quarter of said Section 13.

Affects Parcel 2.

11. Rights of the Palatine Park District having jurisdiction over the premises in question by virtue of dedication shown on the plat of Winston Park North West Unit No. 1.

Affects Parcels 1 and 2.

12. Easements of any Public Service Company, if any, for rights of way.

Affects all.

13. Rights of the Public Service Company of Northern Illinois, a corporation of Illinois, to lay, maintain and operate an 8 inch gas main and necessary appurtenances in, upon, and along the North side of the public highway known as Palatine Road, contained in the Grant made by Robert Bartlett, Trustee under Trust Agreement dated December 15, 1925 and known as the Robert Bartlett Realty Company (not Inc.,) Trust Agreement dated August 27, 1951 and recorded September 25, 1951 as Document 15177340.

Affects Parcel 3.

(continued)

This policy includes one inserted page being identified by the signature of an Authorized Signatory of this Company

General Exceptions:

Matters Not of Record. 1. The following matters which are not of record as of the date of this policy are not insured against: (a) rights or claims of parties in possession not shown of record; (b) encroachments, overlaps, boundary line disputes, and any matters which would be disclosed by an accurate survey and inspection of the premises; (c) easements and claims of easement not shown of record; (d) mechanics' or materialmen's liens or other statutory liens for labor or material not shown of record; (e) taxes or special assessments which are not shown as existing liens by the public records.

Marital Rights. 2. Rights of dower, homestead or other marital rights of the spouse, if any, of any individual insured.

Conditions and Stipulations. See reverse side hereof.

ATA Owners - Form A.

INSERTED PAGE ONE

SCHEDULE "B" (CONTINUED)

14. Rights of the adjacent and contiguous owners to have maintained the free and uninterrupted flow of the waters of Salt Creek.

Affects Parcels 1 and 2.

15. Rights of way for drainage, ditches, feeders and laterals, if any.

16. Easement dated December 18, 1957 over the strip of land 5 feet in width lying South of adjoining and parallel to a line about 75 feet North of the South Section Line in the South West quarter in Section 13, Township 42 North, Range 10, East of the Third Principal Meridian, said strip to begin on the East right of way line of the public road known as Rohlwing Road, and thence extended East for a distance of about 2656 feet (excepting that property described in Document 16682005) contained in Deed recorded March 13, 1958 as Document 17154778 from Robert Bartlett, as Trustee, to Thomas E. Weelfle.

Affects Parcel 3.

17. A 10 foot easement as shown on the plat of Winston Park North West Unit No. 1.


Affects Parcels 1 and 2.

18. Limitations imposed by law.

19. Taxes for the year 1962.

NOTE: In consideration of the issuance of this policy at the request of the party insured for an amount less than the market value of the premises described in Schedule "A" hereof, and notwithstanding any provisions contained in paragraph 8 of the conditions and stipulations of this policy to the contrary, the party hereby insured accepts this policy upon the condition that in case of any loss or damage to the party insured by reason of any defects in the title to said premises not shown in Schedule "B" hereof, the Chicago Title and Trust Company shall be liable only for the proportion of such loss or damage which the amount of this policy bears to the market value of said premises at any time of such loss or damage, and upon the further condition that in case the Chicago Title and Trust Company is called upon under this policy to defend any suit or proceeding affecting the title to said premises, the party insured agrees to pay the same proportion of the cost of such defense, including court costs and attorney's fees as the market value of said premises minus the face amount of this policy bears to the market value of said premises and to indemnify the Chicago Title and Trust Company therefore before it undertakes such defense.

Identified: Chicago Title and Trust Company

By 
Authorized Signatory

CONDITIONS AND STIPULATIONS

Definition of Terms 1. The following terms when used in this policy mean: (a) "land": the land described, specifically or by reference, in Schedule A and improvements affixed thereto which by law constitute real property; (b) "public records": those records which impart constructive notice of matters relating to said land; (c) "knowledge": actual knowledge, not constructive knowledge or notice which may be imputed to the Insured by reason of any public records; and (d) "date": the effective date.

Exclusions from the Coverage of this Policy 2. This policy does not insure against loss or damage by reason of the following: (a) The refusal of any person to purchase, lease or lend money on the estate or interest covered hereby in the land described in Schedule A; (b) any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions, or location of any improvement now or hereafter erected on said land, or prohibiting a separation in ownership or a reduction in the dimensions or area of any lot or parcel of land; (c) governmental rights of police power or eminent domain unless notice of judicial action to exercise such rights appears in the public records at the date hereof; (d) title to any property beyond the lines of the land expressly described in Schedule A, or title to streets, roads, avenues, lanes, ways or waterways on which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any other structure or improvement, or any rights or easements therein unless this policy specifically provides that such property, rights or easements are insured, except that if the land abuts upon one or more physically open streets or highways this policy insures the ordinary rights of abutting owners for access to one of such streets or highways, unless otherwise excepted or excluded herein; (e) defects, liens, encumbrances, adverse claims against the title as insured or other matters (1) created, suffered, assumed or agreed to by the Insured; or (2) known to the Insured either at the date of this policy or at the date such Insured acquired an estate or interest insured by this policy and not shown by the public records, unless disclosure thereof in writing by the Insured shall have been made to the Company prior to the date of this policy; or (3) resulting in no loss to the Insured; or (4) attaching or created subsequent to the date hereof; (f) loss or damage which would not have been sustained if the Insured were a purchaser for value without knowledge.

Schedule A: (b) any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions, or location of any improvement now or hereafter erected on said land, or prohibiting a separation in ownership or a reduction in the dimensions or area of any lot or parcel of land; (c) governmental rights of police power or eminent domain unless notice of judicial action to exercise such rights appears in the public records at the date hereof; (d) title to any property beyond the lines of the land expressly described in Schedule A, or title to streets, roads, avenues, lanes, ways or waterways on which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any other structure or improvement, or any rights or easements therein unless this policy specifically provides that such property, rights or easements are insured, except that if the land abuts upon one or more physically open streets or highways this policy insures the ordinary rights of abutting owners for access to one of such streets or highways, unless otherwise excepted or excluded herein; (e) defects, liens, encumbrances, adverse claims against the title as insured or other matters (1) created, suffered, assumed or agreed to by the Insured; or (2) known to the Insured either at the date of this policy or at the date such Insured acquired an estate or interest insured by this policy and not shown by the public records, unless disclosure thereof in writing by the Insured shall have been made to the Company prior to the date of this policy; or (3) resulting in no loss to the Insured; or (4) attaching or created subsequent to the date hereof; (f) loss or damage which would not have been sustained if the Insured were a purchaser for value without knowledge.

Defense and Prosecution of Actions-Notice of Claim to be Given by the Insured 3. (a) The Company, at its own cost and without undue delay, shall provide for the defense of the Insured in all litigation consisting of actions or proceedings commenced against the Insured, which litigation is founded upon a defect, lien or encumbrance insured against by this policy, and may pursue such litigation to final determination in the court of last resort. (b) In case any such action or proceeding shall be begun, or defense interposed, or in case knowledge shall come to the Insured of any claim of title or interest which is adverse to the title as insured, or which might cause loss or damage for which the Company shall or may be liable by virtue of this policy, the Insured shall notify the Company thereof in writing. If such notice shall not be given to the Company within ten days of the receipt of process or pleadings or if the Insured shall not, in writing, promptly notify the Company of any defect, lien or encumbrance insured against which shall come to the knowledge of the Insured, then all liability of the Company in regard to the subject matter of such action, proceeding or matter shall cease and terminate; provided, however, that failure to notify shall in no case prejudice the claim of any Insured unless the Company shall be actually prejudiced by such failure and then only to the extent of such prejudice. (c) The Company shall have the right at its own cost to institute and prosecute any action or proceeding or do any other act which in its opinion may be necessary or desirable to establish the title as insured; and the Company may take any appropriate action under the terms of this policy whether or not it shall be liable thereunder and shall not thereby concede liability or waive any provision of this policy. (d) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, the Insured shall secure to it the right to so prosecute or provide defense in such action or proceeding, and all appeals therein, and permit it to use, at its option, the name of the Insured for such purpose. Whenever requested by the Company the Insured shall give the Company all assistance in any such action or proceeding, in effecting settlement, securing evidence, obtaining witnesses, or prosecuting or defending such action or proceeding, and the Company shall reimburse the Insured for any expense so incurred.

Notice of Loss-Limitation of Action 4. In addition to the notices required under paragraph 3(b), a statement in writing of any loss or damage for which it is claimed the Company is liable under this policy shall be furnished to the Company within sixty days after such loss or damage shall have been determined and no right of action shall accrue to the Insured under this policy until thirty days after such statement shall have been furnished, and no recovery shall be had by the Insured under this policy unless action shall be commenced thereon within five years after expiration of said thirty day period. Failure to furnish such statement of loss or damage, or to commence such action within the time hereinbefore specified, shall be a conclusive bar against maintenance by the Insured of any action under this policy.

Option to Pay, Settle or Compromise Claims 5. The Company shall have the option to pay or settle or compromise for or in the name of the Insured any claim insured against or to pay the full amount of this policy and such payment or tender of payment, together with all costs, attorneys' fees and expenses

which the Company is obligated hereunder to pay, shall terminate all liability of the Company hereunder.

Payment of Loss 6. (a) The liability of the Company under this policy shall in no case exceed, in all, the actual loss of the Insured and costs and attorneys' fees which the Company may be obligated hereunder to pay. (b) The Company will pay, in addition to any loss insured against by this policy, all costs imposed upon the Insured in litigation carried on by the Company for the Insured, and all costs and attorneys' fees in litigation carried on by the Insured with the written authorization of the Company. (c) No claim for damages shall arise or be maintainable under this policy (1) if the Company, after having received notice of an alleged defect, lien or encumbrance not excepted or excluded herein removes such defect, lien or encumbrance within a reasonable time after receipt of such notice; or (2) for liability voluntarily assumed by the Insured in settling any claim or suit without written consent of the Company. (d) All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto and no payment shall be made without producing this policy for endorsement of such payment unless the policy be lost or destroyed, in which case proof of such loss or destruction shall be furnished to the satisfaction of the Company. (e) When liability has been definitely fixed in accordance with the conditions of this policy the loss or damage shall be payable within thirty days thereafter.

Liability Noncumulative 7. It is expressly understood that the amount of this policy is reduced by any amount the Company may pay under any policy insuring the validity or priority of any mortgage or deed of trust shown or referred to in Schedule B hereof or any mortgage or deed of trust hereafter executed by the Insured which is a charge or lien on the land described or referred to in Schedule A.

Coinsurance and Apportionment 8. (a) In the event that a partial loss occurs after an alteration or improvement subsequent to the date of this policy, and only in that event, the Insured becomes a coinsurer to the extent hereinafter set forth. If the cost of the alteration or improvement exceeds twenty per centum of the amount of this policy, such proportion only of any partial loss established shall be borne by the Company as one hundred twenty per centum of the amount of this policy bears to the sum of the amount of this policy and the amount expended for the alteration or improvement. The foregoing provisions shall not apply to costs and attorneys' fees incurred by the Company in prosecuting or providing for the defense of actions or proceedings in behalf of the Insured pursuant to the terms of this policy or to costs imposed on the Insured in such actions or proceedings, and shall not apply to losses which do not exceed, in the aggregate, an amount equal to one per centum of the face amount of this policy. Provided, however, that the foregoing coinsurance provisions shall not apply to any loss if, at the time of the occurrence of such loss, the then value of the premises, as so improved, does not exceed the amount of this policy.

(b) If the land described or referred to in Schedule A is divisible into separate and noncontiguous parcels, or if contiguous and such parcels are not used as one single site, and a loss is established affecting one or more of said parcels but not all, the loss shall be computed and settled on a pro rata basis as if the face amount of this policy was divided pro rata as to the value on the date of this policy of each separate independent parcel to the whole, exclusive of any improvements made subsequent to the date of this policy, unless a liability or value has otherwise been agreed upon as to each such parcel by the Company and the Insured at the time of the issuance of this policy and shown by an express statement herein or by an endorsement attached hereto.

Subrogation upon Payment or Settlement 9. Whenever the Company shall have settled a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the Insured, and it shall be subrogated to and be entitled to all rights and remedies which the Insured would have had against any person or property in respect to such claim had this policy not been issued. If the payment does not cover the loss of the Insured, the Company shall be subrogated to such rights and remedies in the proportion which said payment bears to the amount of said loss. If loss should result from any act of the Insured, such act shall not void this policy, but the Company, in that event, shall be required to pay only that part of any losses insured against hereunder which shall exceed the amount, if any, lost to the Company by reason of the impairment of the right of subrogation. The Insured, if requested by the Company, shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect such right of subrogation, and shall permit the Company to use the name of the Insured in any transaction or litigation involving such rights or remedies.

Policy Entire Contract 10. Any action or actions or rights of action that the Insured may have or may bring against the Company arising out of the status of the title insured herein must be based on the provisions of this policy. No provision or condition of this policy can be waived or changed except by writing endorsed hereon or attached hereto signed by the President, a Vice President, the Secretary, an Assistant Secretary or other validating officer of the Company.

Notices, Where Sent 11. All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at its main office.

Form 863

12-61

WINSTON PARK OPEN SPACE

American Title Association
Owner's Policy
Standard Form A
Central Region - 1960

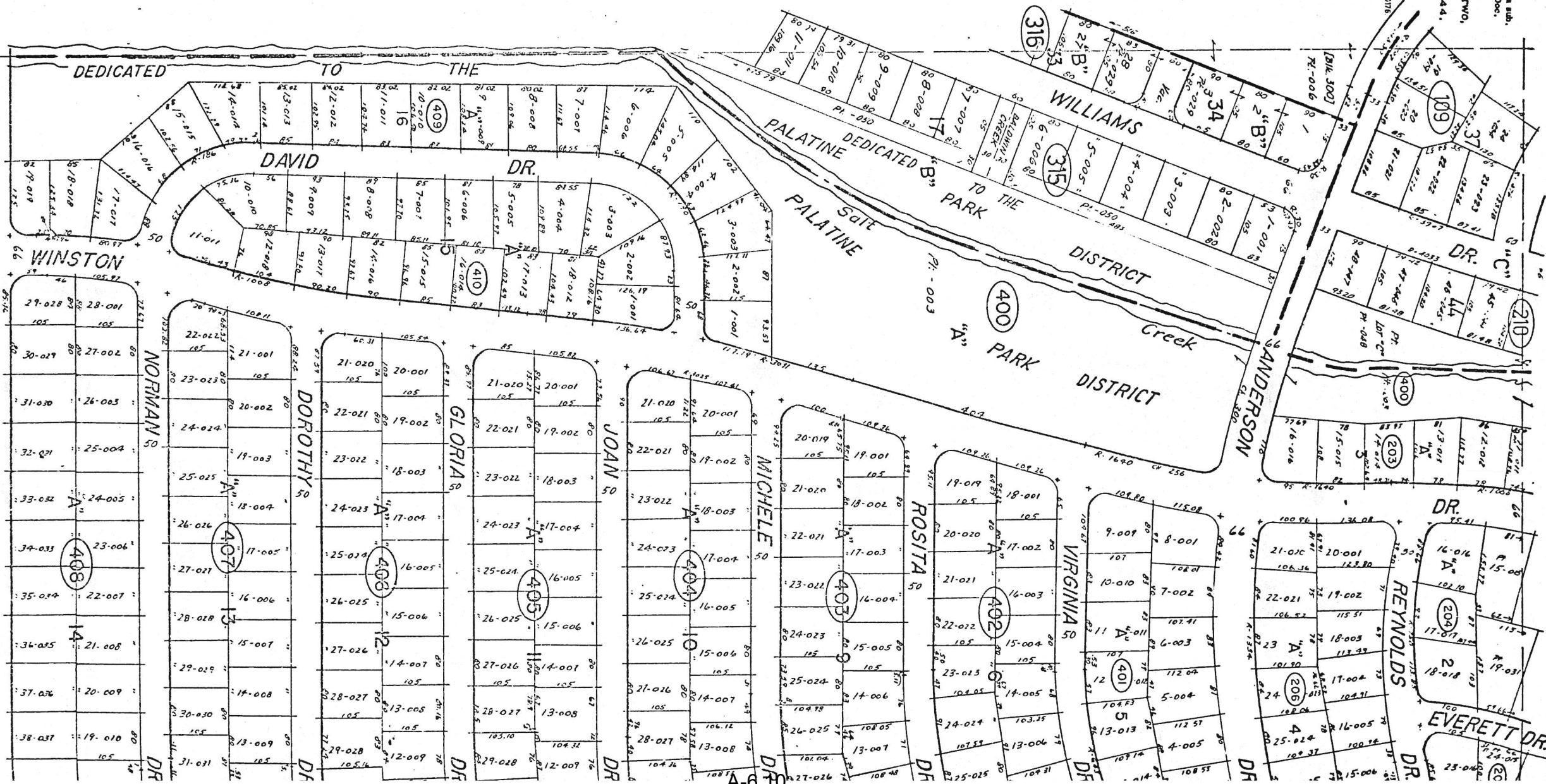
OWNERS
TITLE
INSURANCE
POLICY

CHICAGO
TITLE AND TRUST
COMPANY

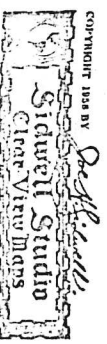
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WINSTON PARK NORTHWEST UNIT 1, a sub.
in Sec. 13-42-10, Rec. July 30, 1957, Doc.
16072096.

"B"
WINSTON PARK NORTHWEST UNIT TWO,
a sub. in sec. 13-42-10, Doc. 17884144.
Rec. June 30, 1959

"C"
WINSTON PARK NORTHWEST UNIT THREE,
a sub. in Sec. 13-42-10 (then No. 44) in Blk. 41
Rec. May 21, 1952 Doc. 1848076



2 105



PALATINE

GRANT OF EASEMENT TO THE VILLAGE OF PALATINE
FOR PUBLIC UTILITIES

The Grantor (s)

NAME: The Palatine Park District
250 W. Wood Street
Palatine, IL 60067

ADDRESS: 1150 E. Palatine Road, Palatine, IL 60074

of Palatine, Cook County, Illinois, for and in consideration of Ten (\$10.00) Dollars, in hand paid, and other good and valuable consideration, HEREBY GRANT AND CONVEY unto the Grantee, the VILLAGE OF PALATINE, a municipal corporation of Cook County, Illinois, its successors and assigns, a perpetual easement for the installation, construction, use, repair, and maintenance of Public Utilities, over, and across the south 25 feet of described real estate situated in the County of Cook and the State of Illinois;

The park dedicated to the Palatine Park District by Winston Park Unit 1 Subdivision, being a Subdivision of part of the West ½ of the Southeast ¼ of Section 13, Township 42 North, Range 10 East of the Third Principal Meridian, according to the plat thereof recorded July 30, 1957 as Document 16972096, Together with the park dedicated to the Palatine Park District by Winston Park Unit 2 Subdivision, being a Subdivision of part of the East ½ of the Southwest ¼ of Section 13, Township 42 North, Range 10 East of the Third Principal Meridian, according to the plat thereof recorded June 30, 1959 as Document 17584144, in Cook County, Illinois.

PIN: 02-13-315-050-0000

PIN: 02-13-400-003-0000

Grant of Easement for Public Utilities
1150 E. Palatine Road, Palatine, IL 60074
PIN 02-13-315-050-0000
PIN 02-13-400-003-0000

Page 1 of 2

A-6.11

The VILLAGE OF PALATINE agrees, at its expense, to provide a one-inch water service to Chestnut Park for irrigation purposes and to reasonably restore the premises to their conditions as existed prior.

IN WITNESS WHEREOF, said Grantor (s) have caused their name (s) to be signed to these presents, this _____ day of _____, 2020.

STATE OF ILLINOIS)
)
COUNTY OF COOK) SS

I, THE UNDERSIGNED, A Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that

Personally known to me to be the same person (s) whose name (s) is (are) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that ___he___ signed, sealed, and delivered the said instrument as _____ free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this _____ day of _____, 2020.

Notary Public

My commission expires _____, 20__.

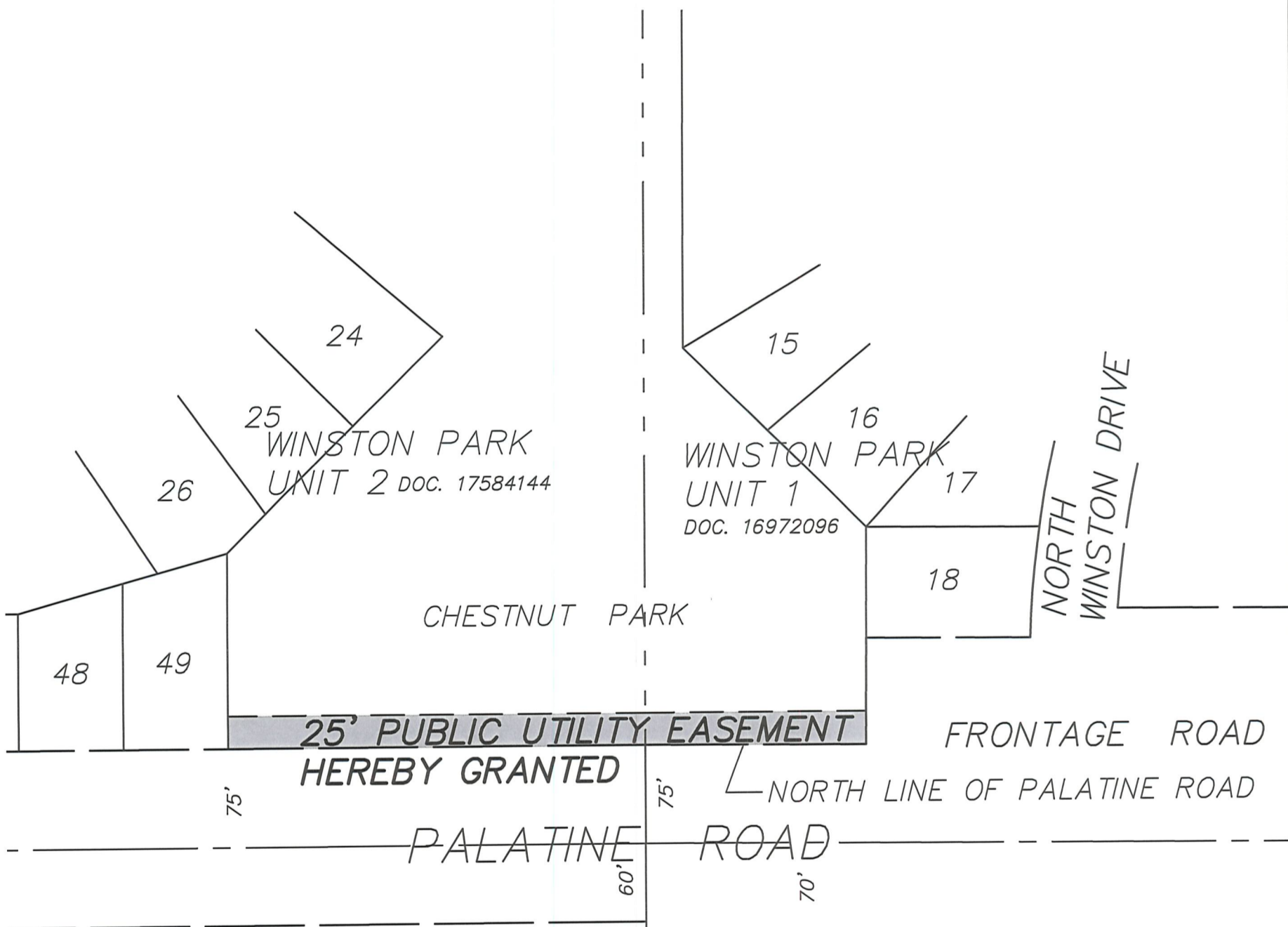
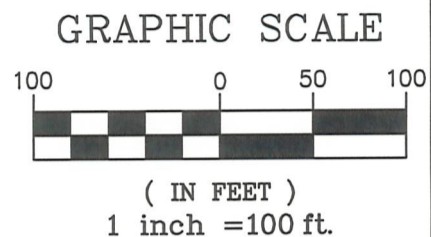
Grant of Easement for Public Utilities
1150 E. Palatine Road, Palatine, IL 60074
PIN 02-13-315-050-0000
PIN 02-13-400-003-0000

PUBLIC UTILITY EASEMENT OF

THE SOUTH 25 FEET OF THE PARK DEDICATED TO THE PALATINE PARK DISTRICT BY WINSTON PARK UNIT 1 SUBDIVISION, BEING A SUBDIVISION OF PART OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 30, 1957 AS DOCUMENT 16972096, TOGETHER WITH THE SOUTH 25 FEET OF THE PARK DEDICATED TO THE PALATINE PARK DISTRICT BY WINSTON PARK UNIT 2 SUBDIVISION, BEING A SUBDIVISION OF PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 30, 1959 AS DOCUMENT 17584144, IN COOK COUNTY, ILLINOIS



PIN 02-13-315-050-0000
PIN 02-13-400-003-0000



SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS) SS.
COUNTY OF LAKE)

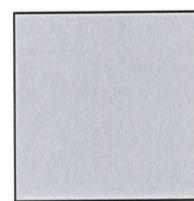
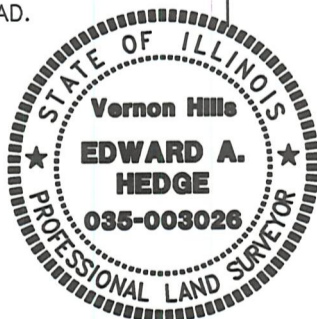
WE GEWALT HAMILTON ASSOCIATES, INC. DO HEREBY CERTIFY THAT WE HAVE PREPARED THIS PLAT OF EASEMENT, AND THAT IT IS A TRUE AND CORRECT REPRESENTATION OF SAID EASEMENT. ALL DISTANCES SHOWN HEREON ARE IN FEET AND DECIMAL PARTS THEREOF.

DATED THIS 4TH DAY OF FEBRUARY, 2020 AD.

GEWALT HAMILTON ASSOCIATES, INC.
PROFESSIONAL DESIGN FIRM LICENSE NO. 184-000922

Edward A. Hedge

EDWARD A. HEDGE
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3026
MY LICENSE EXPIRES NOVEMBER 30, 2020



PROPOSED
PUBLIC UTILITY
EASEMENT

PALATINE ROAD WATER MAIN
PALATINE, ILLINOIS

GHA GEWALT HAMILTON ASSOCIATES, INC. 625 Forest Edge Drive ■ Vernon Hills, IL. 60061 Tel.: 847.478.9700 ■ Fax.: 847.478.9701	FILE: 4510.004-ESMT.dwg	
	DRAWN BY: EAH	GHA PROJECT #
	DATE: 6-3-19	4510.004
	CHECKED BY: AS	SCALE: 1"=100'

GRANT OF EASEMENT TO THE VILLAGE OF PALATINE
FOR PUBLIC UTILITIES

The Grantor (s)

NAME: The Palatine Park District
250 W. Wood Street
Palatine, IL 60067

ADDRESS: 1150 E. Palatine Road, Palatine, IL 60074

of Palatine, Cook County, Illinois, for and in consideration of Ten (\$10.00) Dollars, in hand paid, and other good and valuable consideration, HEREBY GRANT AND CONVEY unto the Grantee, the VILLAGE OF PALATINE, a municipal corporation of Cook County, Illinois, its successors and assigns, a perpetual easement for the installation, construction, use, repair, and maintenance of Public Utilities, over, and across the south 25 feet of described real estate situated in the County of Cook and the State of Illinois;

The park dedicated to the Palatine Park District by Winston Park Unit 1 Subdivision, being a Subdivision of part of the West ½ of the Southeast ¼ of Section 13, Township 42 North, Range 10 East of the Third Principal Meridian, according to the plat thereof recorded July 30, 1957 as Document 16972096, Together with the park dedicated to the Palatine Park District by Winston Park Unit 2 Subdivision, being a Subdivision of part of the East ½ of the Southwest ¼ of Section 13, Township 42 North, Range 10 East of the Third Principal Meridian, according to the plat thereof recorded June 30, 1959 as Document 17584144, in Cook County, Illinois.

PIN: 02-13-315-050-0000

PIN: 02-13-400-003-0000

Grant of Easement for Public Utilities
1150 E. Palatine Road, Palatine, IL 60074
PIN 02-13-315-050-0000
PIN 02-13-400-003-0000

Page 1 of 2

The VILLAGE OF PALATINE agrees, at its expense, to provide a one-inch water service to Chestnut Park for irrigation purposes and to reasonably restore the premises to their conditions as existed prior.

IN WITNESS WHEREOF, said Grantor (s) have caused their name (s) to be signed to these presents, this 26th day of May, 2020.

[Handwritten Signature]

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, THE UNDERSIGNED, A Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that

Terry Ruff

Personally known to me to be the same person (s) whose name (s) is (are) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed, and delivered the said instrument as _____ free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 26th day of May, 2020.

Patricia A. Feid
Notary Public

My commission expires June 20, 2021.

Grant of Easement for Public Utilities
1150 E. Palatine Road, Palatine, IL 60074
PIN 02-13-315-050-0000
PIN 02-13-400-003-0000
Page 2 of 2



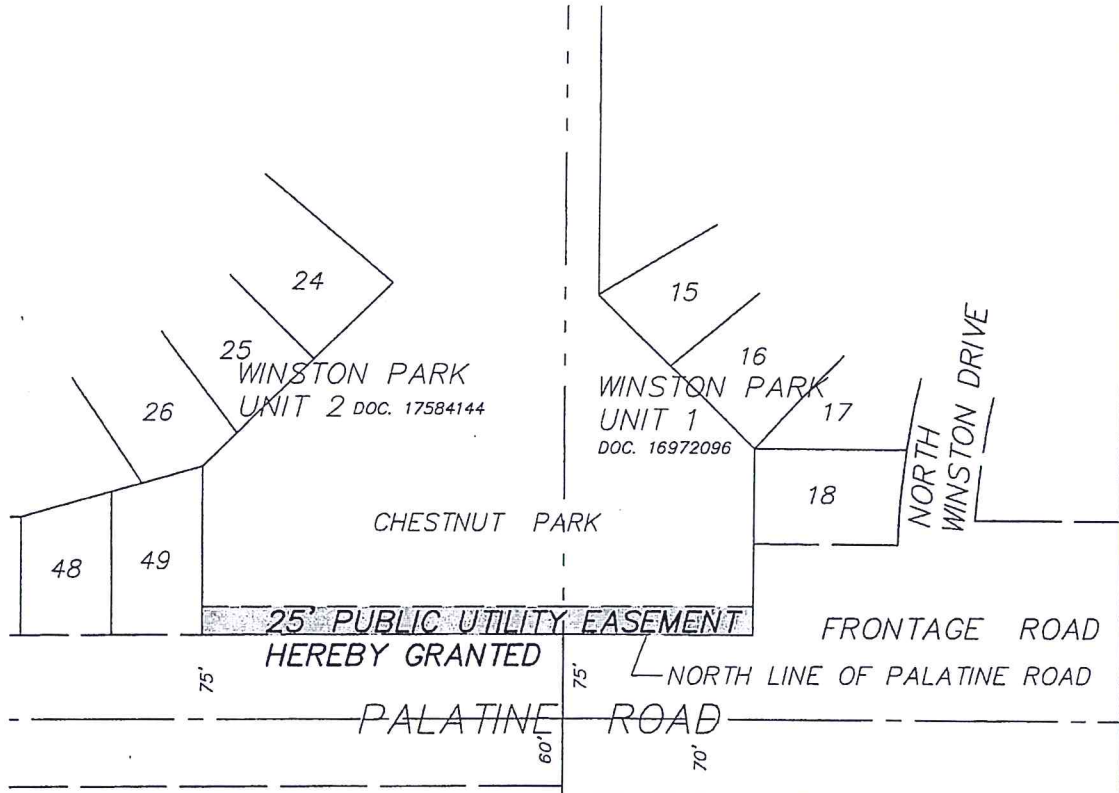
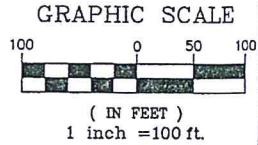
PUBLIC UTILITY EASEMENT

OF

THE SOUTH 25 FEET OF THE PARK DEDICATED TO THE PALATINE PARK DISTRICT BY WINSTON PARK UNIT 1 SUBDIVISION, BEING A SUBDIVISION OF PART OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 30, 1957 AS DOCUMENT 16972096, TOGETHER WITH THE SOUTH 25 FEET OF THE PARK DEDICATED TO THE PALATINE PARK DISTRICT BY WINSTON PARK UNIT 2 SUBDIVISION, BEING A SUBDIVISION OF PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 30, 1959 AS DOCUMENT 17584144, IN COOK COUNTY, ILLINOIS



PIN 02-13-315-050-0000
 PIN 02-13-400-003-0000



SURVEYOR'S CERTIFICATE

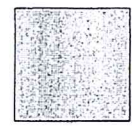
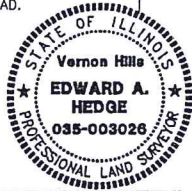
STATE OF ILLINOIS) SS.
 COUNTY OF LAKE)

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DATED THIS 4TH DAY OF FEBRUARY, 2020 AD.

GEWALT HAMILTON ASSOCIATES, INC.
 PROFESSIONAL DESIGN FIRM LICENSE NO. 184-000922

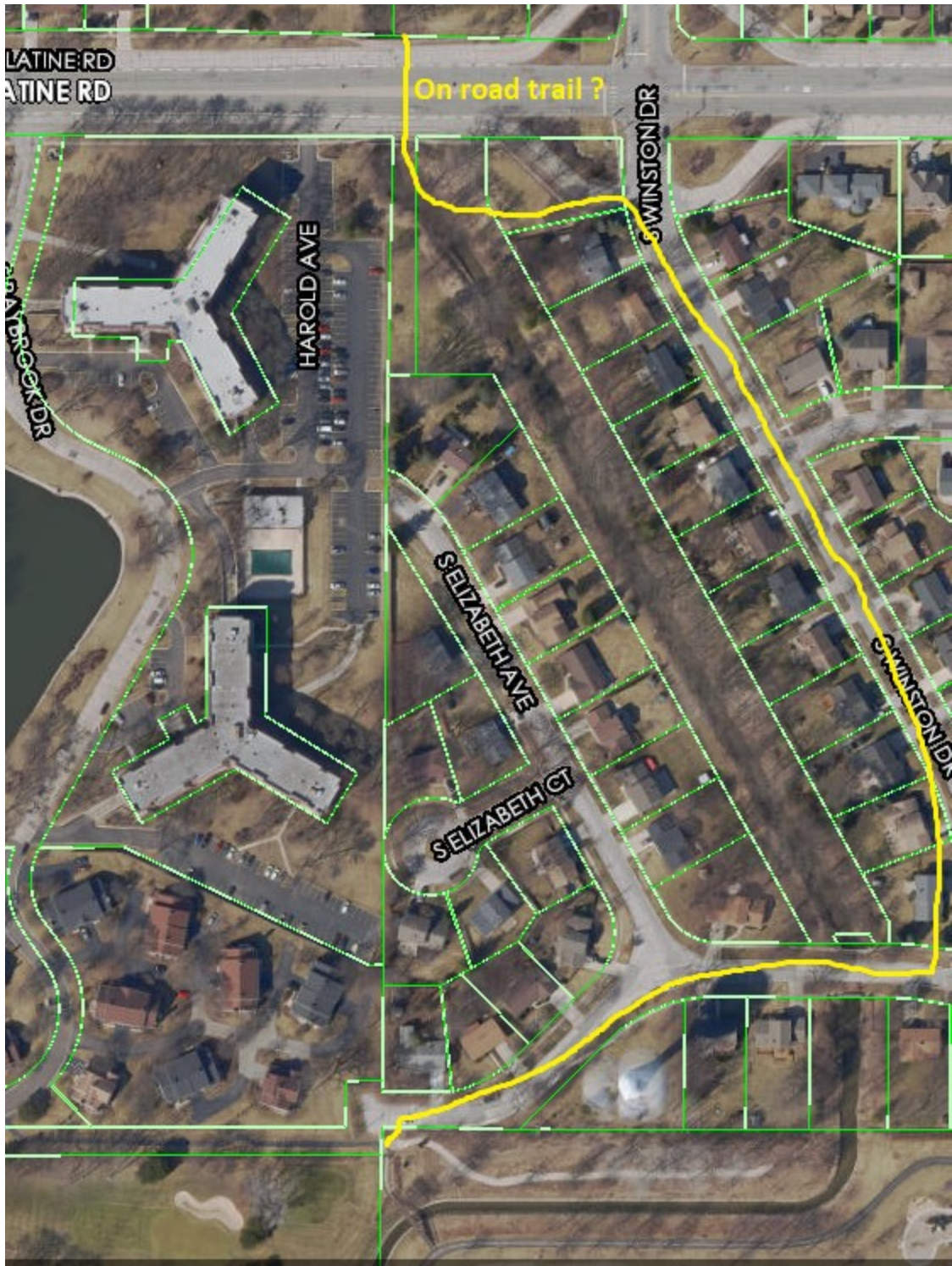
Edward A. Hedge
 EDWARD A. HEDGE
 ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3026
 MY LICENSE EXPIRES NOVEMBER 30, 2020

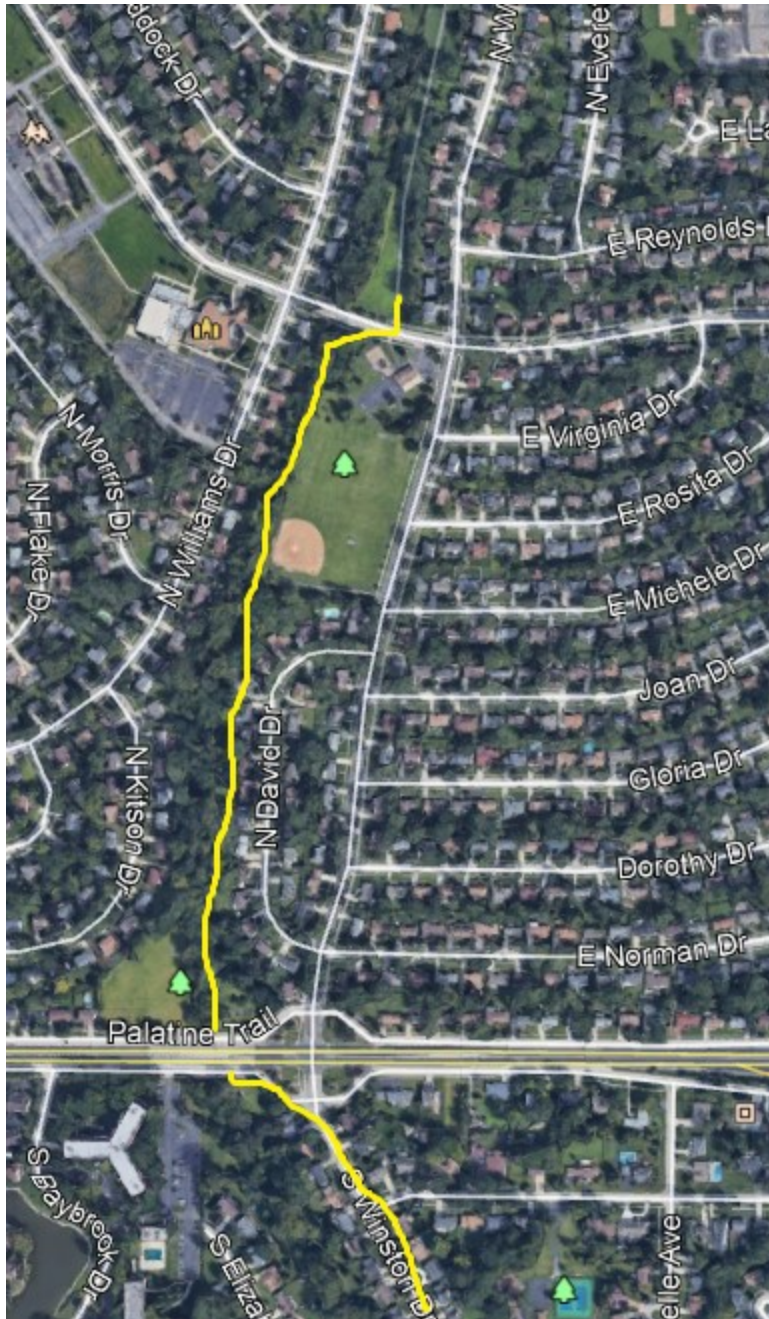


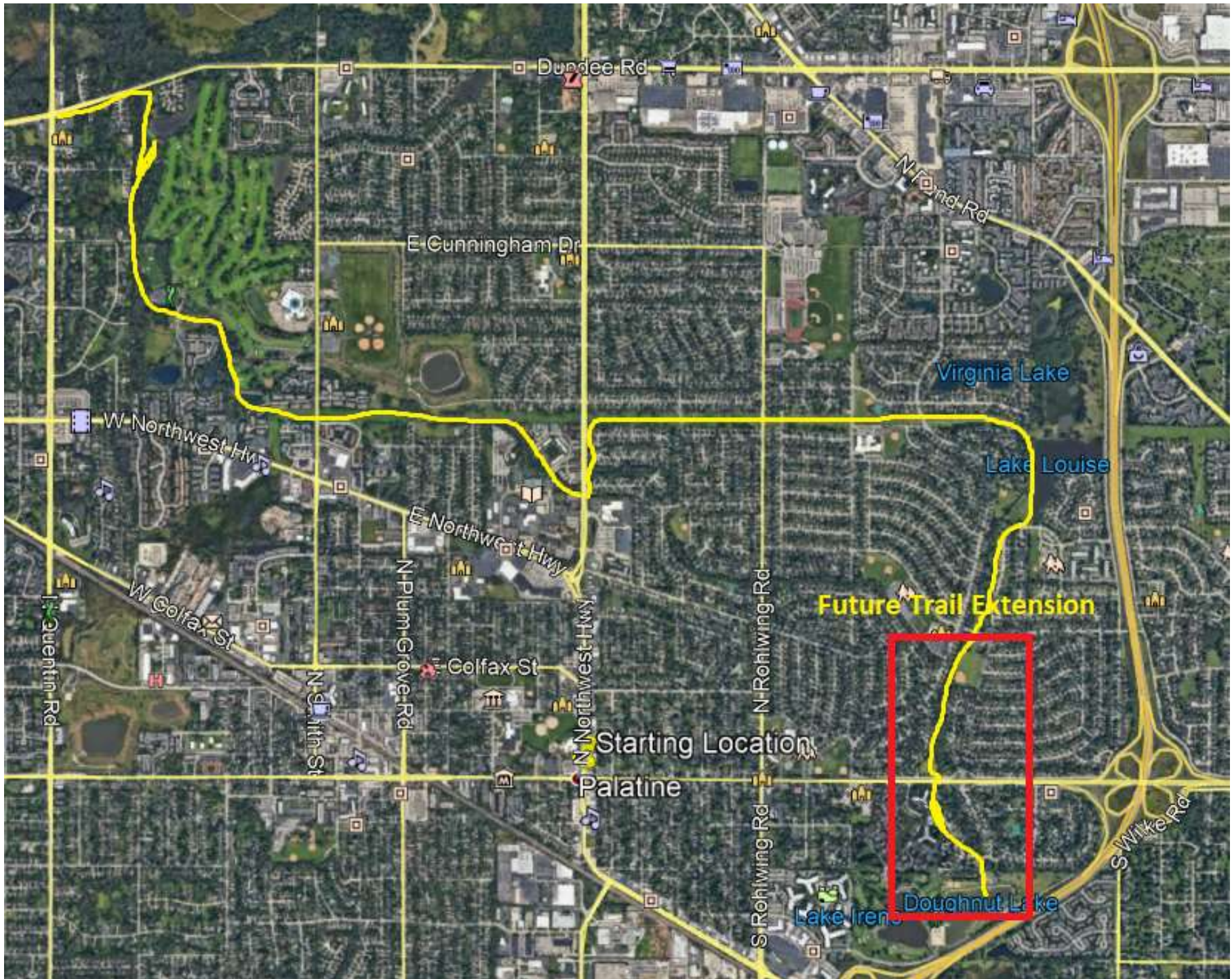
PROPOSED
 PUBLIC UTILITY
 EASEMENT

GEWALT HAMILTON ASSOCIATES, INC. 625 Forest Edge Drive • Vernon Hills, IL 60061 Tel.: 847.478.9700 • Fax.: 847.478.9701	FILE: 4510.004--ESMT.dwg
	DRAWN BY: EAH GHA PROJECT #
	DATE: 6-3-19 4510.004
	CHECKED BY: AS SCALE: 1"=100'

PALATINE ROAD WATER MAIN
 PALATINE, ILLINOIS







Palatine Road over Salt Creek
Village of Palatine
Cook County, IL

A-7

**IDOT/PPD/VILLAGE
COORDINATION MEETING MINUTES**



MEETING MINUTES

Project: Palatine Road over Salt Creek (West of Winston Drive)

Date: April 22, 2021

Time: 10:00 AM

Attendees	Representing
Carlos Feliciano, P.E., In-House Studies Unit Head, ADA & Bicycle Coordinator	Illinois Department of Transportation
Melissa Au, P.E., In-House Studies Project Manager	Illinois Department of Transportation
Dexter Colon Rivera, In-House Studies Project Engineer	Illinois Department of Transportation
Eleftherios P. Masouridis, P.E., Hydraulics Section Chief	Illinois Department of Transportation
Agar B. Shirani, P.E., Hydraulics Studies Project Manager	Illinois Department of Transportation
Esther B. Winograd, Hydraulics Studies Project Engineer	Illinois Department of Transportation
Mike Clark, Executive Director	Palatine Park District
Jim Holder, Superintendent of Parks & Planning	Palatine Park District
Diane Hilgers, Director	Palatine Park District
George S. Ruppert, P.E., Village Engineer	Village of Palatine
Matt Barry, Director of Public Works	Village of Palatine

1. General Discussion

The purpose of this meeting was to discuss the Palatine Park District (PPD) request to include a pedestrian underpass beneath Palatine Road on the east side of the proposed culvert to safely connect residents on the south side of Palatine Road to local recreational locations, public schools, and retail/commercial stores and restaurants along the Palatine trail corridor. This was the first meeting of the Palatine Road over Salt Creek project with PPD and the Village of Palatine (Village).

2. Discussed Items

i) Project Overview:

The Department introduced the project and discussed the preliminary proposed scope of work, which is to remove and replace the existing 10'x8' double cell culvert with an 11-foot wide by 10-foot high double cell box culvert along with 10-foot shared-use paths on both sides of the structure. The proposed structure is currently load posted due to the structure's design capacity in accordance with NBIS structural inspections; however, the condition of the structure is in satisfactory condition with minor deterioration. As part of the Department's replacement of the structure 10-ft shared-

use paths are proposed along the Palatine Road Frontage Roads on both sides of the road.

The existing structure has decorative bricks, decorative headwalls and decorative fencing/lighting. These elements would be removed and replaced with standard elements unless the Village agrees to pay for the costs of the aesthetic elements.

ii) Impacts on Palatine Park District (PPD) property:

The Department stated that the improvement will impact Chestnut Park and consequently require permanent and temporary easements on the north side of the proposed structure in order to construct and maintain the improvements. The impacts are on the park's brush area due to regrading adjacent to Salt Creek and installation of the culvert headwalls.

The Department will coordinate Section 4f processing for impacts to a public recreational area with the PPD and with the FHWA. Once impacts are better understood the Department will prepare the appropriate Section 4f documentation, coordinate concurrence with the PPD and advertise in newspapers to the public to ensure public outreach is done in accordance with Section 4f requirements.

iii) Underpass Cell Geometry/Feasibility:

PPD referenced the existing double box culvert and underpass cell along Hicks Road over Salt Creek (SN: 016-2008), which is an 8-foot high by 10-foot wide cell. The Village indicated that they own the south end of the Creek. The Department noted and suggested to only consider a 10-year flood event frequency due to flooding and clearance issues.

Given that the Village owns the properties on the northeast and southeast quadrants, they noted they may be willing to donate the easements needed in order to accommodate the request by the PPD.

The Department noted, that if it is deemed feasible to provide the 3rd cell to accommodate a future bicycle underpass, there may be costs associated with the structure modifications. The Department has provided bicycle and pedestrian accommodations along Palatine Road and the underpass accommodations would be beyond scope of the complete streets requirements. The PPD noted they have plans to install a path along Salt Creek which would extend the bike path from Anderson Drive to the Twin Lakes Recreational Area to the south but funding and engineering studies for this plan are currently not underway.



iv) Next Steps:

The Department noted that a feasibility study is needed. The Department will evaluate:

- whether a third cell (underpass) would be feasible
- whether the existing roadway profile can accommodate it or if it would need to be adjusted/raised.
- The Department will also research the culvert and underpass work that was done at Hicks Road
- The Department will follow up on whether an 8-foot height for the underpass at Palatine Road would be acceptable or not.
- If feasible, the Department will evaluate what cost participation would be required to accommodate the request.

The Department will coordinate internally and follow up with answers to the requests made.

Prepared By:

IDOT – Carlos Feliciano/Melissa Au/Dexter Colon-Rivera



MEETING MINUTES

Project: Palatine Road over Salt Creek (West of Winston Drive)

Design Approval: 12/31/2022

Date: June 29, 2022

Time: 12:30 PM

Attendees	Representing
Carlos Feliciano, P.E., In-House Studies Unit Head, ADA & Bicycle Coordinator	Illinois Department of Transportation
Melissa Au, P.E., In-House Studies Project Manager	Illinois Department of Transportation
Dexter Colon Rivera, In-House Studies Project Engineer	Illinois Department of Transportation
Eleftherios P. Masouridis, P.E., Hydraulics Section Chief	Illinois Department of Transportation
Agar B. Shirani, P.E., Hydraulics Studies Project Manager	Illinois Department of Transportation
Esther B. Winograd, Hydraulics Studies Project Engineer	Illinois Department of Transportation
Mike Clark, Executive Director	Palatine Park District
Jim Holder, Superintendent of Parks & Planning	Palatine Park District
Diane Hilgers, Director	Palatine Park District
George S. Ruppert, P.E., Village Engineer	Village of Palatine
Matt Barry, Director of Public Works	Village of Palatine

1. General Discussion

The purpose of this meeting was to discuss the feasibility study findings regarding the Palatine Park District's (PPD) request to include a pedestrian underpass beneath Palatine Road on the east side of the proposed culvert to safely connect residents on the south side of Palatine Road to local recreational locations, public schools, and retail/commercial stores and restaurants along the Palatine trail corridor. This was the second meeting with PPD and the Village of Palatine (Village) discussing the Palatine Road over Salt Creek project.

2. Discussed Items

i) Project Overview:

The Department reintroduced the project and discussed the feasibility of providing a 3rd cell to accommodate a future pedestrian underpass.

ii) Alternatives:

The Department evaluated 3 alternatives which incorporated adding a 3rd culvert cell to accommodate the requested shared-use path underpass (See Exhibit 1). The Department offered the following evaluations:

- ALTERNATIVE 1: CURRENT CULVERT DESIGN WITH 8' UNDERPASS (See Exhibit 3)
The proposed shared-use path underpass would be 4.5-ft under water in a high frequency 10-yr storm and 6.3-ft under water for the design year 50-yr storm. It would also potentially flood under normal water surface conditions for Salt Creek. Alternative 1 maintains the existing profile of Palatine Road and the existing culvert elevation. The underpass would also be underdesigned for a bicyclist's height at 8-ft versus the recommended 10-ft.
- ALTERNATIVE 2: MATCHING EXISTING ROAD ELEVATION (See Exhibit 4)
This alternative would raise the elevation of the culvert to match the Palatine Road profile at the top slab. The proposed shared-use path underpass would be 3-ft under water in a high frequency 10-yr storm and 5-ft under water for the design 50-yr storm. Alternative 2 maintains the existing profile of Palatine Road but raises the culvert elevation by redesigning the top culvert slab to carry vehicular traffic, which is undesirable but feasible. The underpass would also be under designed for a bicyclist's height at 8-ft versus the recommended 10-ft in order to gain clearance from normal water elevations at Salt Creek.
- ALTERNATIVE 3: ONE-FOOT PROFILE RAISE (See Exhibit 5)
This alternative would raise the profile of both the culvert and Palatine Road. The proposed shared-use path underpass would be 2-ft under water in a high frequency 10-yr storm and 4-ft under water for the design 50-yr storm. The underpass would also be under designed for a bicyclist's height at 8-ft versus the recommended 10-ft in order to gain clearance from normal water elevations for Salt Creek.

Raising the profile along Palatine Road beyond Alternative 3 would require extending the project limits into the intersection with Winston Drive and require an intersection reconstruction in order to provide an adequate vertical alignment (See Exhibit 6). Intersection reconstruction is beyond the Department's scope of work as such Alternative 3 is not recommended to be carried forward.

iii) Cost Participation:

In accordance with the Department's Complete Streets policy, the Department is responsible for 100% of the cost of new bicycle and/or pedestrian facilities that meet warrants within the project termini or for short distances outside the project termini as may be required so long as the Village agrees to assume long-term responsibility for the administration, control, reconstruction, and maintenance of the sidewalk or shared-



use path along State Highways. The Department is already providing suitable bicycle and pedestrian accommodations along Palatine Road with the proposed improvements; as such, the addition of a path under Palatine Road is above and beyond the Department's Complete Streets policy. The construction cost estimate for the current culvert design (2-cell) is \$1.7M. The addition of an underpass cell would increase the construction cost to approximately \$2.0M; as such, it is estimated that the Palatine Park District would be responsible for the additional construction costs, approximately \$345,000 which includes a 15% engineering fee, and would need to assume long-term responsibility for the administration, control, reconstruction, and maintenance of the shared-use path under Palatine Road.

It's worth noting that in every scenario evaluated, the underpass is expected to be at least 2-ft under water under high frequency storms which would lead to path closures, debris and erosion issues, and frequent public complaints. For that reason, the Department does not recommend a 3rd culvert cell to accommodate the requested shared-use path underpass.

The cost estimated by the Department is only for the structure construction and does not include any other connection to existing sidewalks/paths along the Palatine Road Frontage Roads. A preliminary assessment notes that should the Palatine Park District wish to proceed with the structure accommodation, the connection to the existing sidewalks/paths along the Palatine Road Frontage Roads would require additional drainage studies and include filling into the floodway along the south side of the Salt Creek stream. Realignment of the south end of Salt Creek and potentially design modifications to connection ramps would be required. These design modifications would not likely meet bicycle design standards and could lead to potentially hazardous bike-ped interactions as bicyclists enter the underpass on a curve. Depending on the mitigation strategies evaluated, additional costs may be required to make the connection to the existing sidewalks/paths.

iv) Next Steps:

The Village and PPD will meet internally and follow up with a response to the findings and recommendation made by the Department.

Prepared By:

IDOT – Carlos Feliciano/Melissa Au/Dexter Colon-Rivera

Palatine Road over Salt Creek
Village of Palatine
Cook County, IL

A-8

COPIES OF OTHER CORRESPONDENCE

Colon-Rivera, Dexter N.

From: Feliciano, Carlos A
Sent: Thursday, September 1, 2022 4:01 PM
To: Colon-Rivera, Dexter N.; Jim Holder; Matt Barry; George Ruppert; Mike Clark; Diane Hilgers
Cc: Au, Melissa M.; Masouridis, Eleftherios P; Shirani, Agar B; Winograd, Esther B
Subject: RE: Palatine over Salt Creek Meeting to Discuss Pedestrian Underpass Findings

Follow Up Flag: Follow up
Flag Status: Flagged

Based on the meeting we had in June it's my understanding that the Palatine Park District is not interested in including the 3rd cell at this time given the issues and cost requirements associated with the 3rd cell bike path. IDOT has not received information to the contrary so it sounds to me like IDOT should proceed with it's replacement of the Palatine Road structure maintaining a 2-cell configuration. The Village and Park District will pursue other ways to extend the Salt Creek Trail bike path across Palatine Road at a future date. We will document the impacts of the 3rd cell in our alternatives analysis but not carry it forward. If the Village of Palatine or Palatine Park District staff have a different opinion please let us know. Unless otherwise noted, we will proceed with the 2-cell design. Thank you all for your input.

Carlos A. Feliciano, P.E.

Illinois Department of Transportation
District I - Bureau of Programming - Engineering & Environmental Studies
In-House Studies Unit Head / ADA & Bicycle Coordinator
TEL. (847) 705-4106 / CEL. (847) 521-6066 / FAX (847) 705-4666

 [Chat with me on Teams](#)

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From: Colon-Rivera, Dexter N. <Dexter.Colon-Rivera@illinois.gov>
Sent: Friday, August 5, 2022 12:20 PM
To: Jim Holder <JHolder@palatineparks.org>; Matt Barry <mbarry@palatine.il.us>; George Ruppert <GRuppert@palatine.il.us>; Mike Clark <mclark@palatineparks.org>; Diane Hilgers <dhilgers@saltcreekpd.com>
Cc: Feliciano, Carlos A <Carlos.Feliciano@illinois.gov>; Au, Melissa M. <Melissa.Au@Illinois.gov>; Masouridis, Eleftherios P <Eleftherios.Masouridis@illinois.gov>; Shirani, Agar B <Agar.Shirani@illinois.gov>; Winograd, Esther B <Esther.Winograd@illinois.gov>
Subject: RE: Palatine over Salt Creek Meeting to Discuss Pedestrian Underpass Findings

Good afternoon,

Has the Village and PPD had a chance to review our findings and recommendation? If so, could you provide a target date for providing us comments?

Thanks,

Dexter Colón Rivera

(847) 705-4809 | ext. 4809

From: Colon-Rivera, Dexter N.

Sent: Thursday, July 7, 2022 12:14 PM

To: Au, Melissa M. <Melissa.Au@Illinois.gov>; Feliciano, Carlos A <Carlos.Feliciano@illinois.gov>; Jim Holder <JHolder@palatineparks.org>; Matt Barry <mbarry@palatine.il.us>; George Ruppert <GRuppert@palatine.il.us>; Mike Clark <mclark@palatineparks.org>; Masouridis, Eleftherios P <Eleftherios.Masouridis@illinois.gov>; Shirani, Agar B <Agar.Shirani@illinois.gov>; Winograd, Esther B <Esther.Winograd@illinois.gov>; Diane Hilgers <dhilgers@saltcreekpd.com>

Cc: feliciano.engineer@gmail.com

Subject: RE: Palatine over Salt Creek Meeting to Discuss Pedestrian Underpass Findings

Good afternoon,

Please see attached meeting minutes and exhibits referenced during the June 29th meeting for the subject project.

Thanks,

Dexter Colón Rivera

(847) 705-4809 | ext. 4809

-----Original Appointment-----

From: Au, Melissa M. <Melissa.Au@Illinois.gov>

Sent: Thursday, June 23, 2022 9:28 AM

To: Au, Melissa M.; Feliciano, Carlos A; Colon-Rivera, Dexter N.; Jim Holder; Matt Barry; George Ruppert; Mike Clark; Masouridis, Eleftherios P; Shirani, Agar B; Winograd, Esther B; Diane Hilgers

Cc: feliciano.engineer@gmail.com

Subject: Palatine over Salt Creek Meeting to Discuss Pedestrian Underpass Findings

When: Wednesday, June 29, 2022 12:30 PM-1:30 PM (UTC-06:00) Central Time (US & Canada).

Where:

We would like to meet to discuss our findings regarding the request for a pedestrian underpass with our Palatine over Salt Creek culvert improvement.

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Meeting password: mcN9TXwQM53

Tap to join from a mobile device (attendees only)

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+1-415-655-0002 US Toll

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