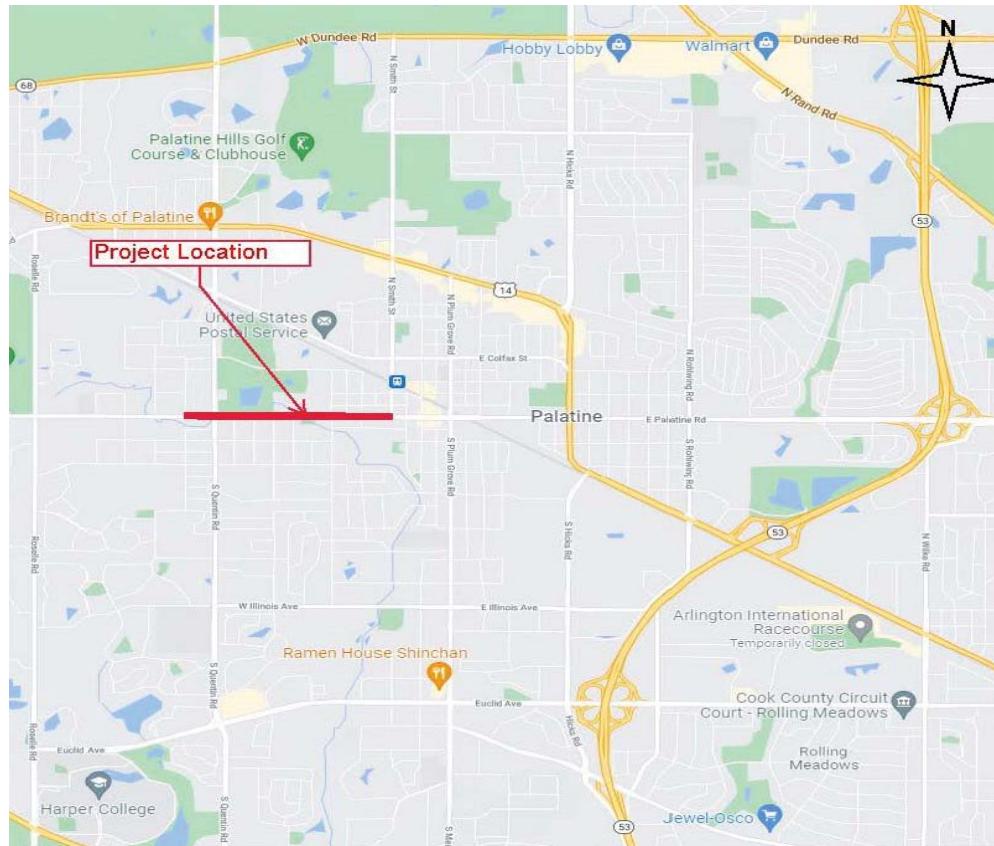


Section 4(f) De Minimis Documentation

Margreth Riemer Reservoir Village of Palatine Park District

PALATINE ROAD IMPROVEMENTS QUENTIN ROAD TO SMITH STREET



Section No.: 17-00102-00-PV

**Village of Palatine
Cook County, Illinois**

February 2022

CONSULTING
ENGINEERS



BLA, Inc.

333 Pierce Road, Suite 200 • Itasca, IL 60143
630 438 6400 • FAX 630 438 6444 • www.bla-inc.com

In accordance with 23 CFR 774.3 and the FHWA Illinois Division, the following documentation is being submitted for a determination of a *de minimis* impact for the referenced project.

1. Project Description

- a. Section number:** 17-00102-00-PV
- b. Official Project Name:** Palatine Road: Quentin Road to Smith Street
- c. Project Location (roadway designations, termini):** The project is located in northern Cook County in the Village of Palatine. Palatine Road from Quentin Road to Smith Street is classified as a minor arterial. Palatine Road is an unmarked state route under the jurisdiction of the Illinois Department of Transportation (IDOT) but under maintenance agreement with the Village of Palatine. The west terminus, Quentin Road, an other principal arterial and strategic regional arterial, is under the jurisdiction of the Cook County Division of Transportation and Highways (CCDOH). The east terminus, Smith Street a major collector, is under the jurisdiction of the Village of Palatine. See **Exhibit 1** for Location Map.
- d. Project type (new alignment, widening, safety improvement):** The proposed project consists of widening and reconstructing Palatine Road from a 2-lane to a 3-lane cross section from Quentin Road to Smith Street to address the prevalent rear end crashes that occur. The intersection of Quentin Road at Palatine Road includes the construction of right turn lanes on all approaches to improve the traffic capacity of the intersection. Palatine Road at Smith Street will be widened from existing 10-foot to 12-foot lane widths through the intersection. All improvements are to be on the existing alignment. The project includes the construction of a 10-foot-wide multi-use path on the north side of Palatine Road from west of Quentin Road to Cedar Street, replacing current sidewalk. This improvement provides connectivity of on-street bike routes. Sidewalk will be reconstructed on the south side of Palatine Road and north side, east of Cedar Street. Where gaps exist, new sidewalk will be constructed. Both of the multi-use path and sidewalk facility improvements address identified improvements in the Village's Bicycle Transportation Plan.
- e. Project size (total project length in miles):** Palatine Road: 4,797 feet (0.91 miles)
Quentin Road: 854 feet (0.16 miles)
Total: 5,651 feet (1.07 miles)
- f. NEPA Class of Action:** Anticipate a Categorical Exclusion
- g. NEPA Purpose and Need Summary:** The purpose of this project is to improve existing pavement, improve traffic flow, address safety, and fill pedestrian and bicycle gaps.
 - The 2020 pavement CRS rating is 4.4, indicating a need for reconstruction.
 - In Design Year 2050 under the existing geometric conditions the Quentin Road intersection is projected to operate at an overall level of service (LOS) D, with the westbound approach operating at LOS E.
 - A total of 85 crashes occurred on Palatine Road from Quentin Road to Smith Street. Of the 85 crashes that occurred, 41 (48%) occurred in the segment between the signalized intersections of Palatine Road at Quentin Road and Palatine Road at Smith Street. Of the 41 crashes that occurred within the segment, 28 (68%) were rear end.
 - The Village desires to provide connectivity between on-street bike routes and fill sidewalk gaps along the Palatine Road corridor as stated in their Bicycle Transportation Plan.

h. Project Status:

Design approval is anticipated to be received in Spring 2022. Construction is currently programmed for 2024.

2. Section 4(f) Resources

a. Resource type (historic property, park, recreation area, wildlife, or waterfowl refuge):

Recreational Area / Public Park

b. Resource Name: Margreth Riemer Reservoir Park

c. Official(s) with Jurisdiction (OWJ) name:

Palatine Park District (lessee) – Michael Clark, Executive Director

d. Description of role/significance in the community:

The Palatine Park District has been leasing the 91 acres of the Margreth Riemer Reservoir from the MWRDGC since 1979 and updated the agreement in 2004 to year 2029. See **Exhibit 2** for the lease agreement.

The Section 4(f) amenities provided on the property include an 18-hole disc golf course, multi-use trail, skate park, sled hill, picnic shelter and grills. The reservoir is located on the southern end of the 91 acres with park district facilities primarily north of the reservoir. Salt Creek runs west-east parallel to Palatine Road between the reservoir and the roadway right-of-way. See **Exhibit 3** for an aerial map of the park facilities.

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

a. Acres to be taken and/or impacted: 0.16 acres out of a total area of 91 acres.

b. Type of impact (for example, ROW acquisition, permanent incorporation/change in ownership, perpetual easement, etc.): The type of impact is permanent right-of-way, permanent easement, and temporary construction easement, as identified in the table below. See **Exhibit 4** depicting the right of way needs.

Type of Impact	Area (acres)	Purpose	Negatively Affect Function (Yes or No)
Permanent Right-of-Way	0.01	Signal Equipment, Storm Sewer Outlet Maintenance	No
Permanent Easement	0.10	Storm Sewer Outlet Maintenance	No
Temporary Easement	0.05	Sidewalk Removal, Reconstruct Multi-Use Path	No

c. Existing function of impacted areas: There are two impacted areas. Area One is the north side of Palatine Road from Quentin Road to Ash Street. This area of the Section 4(f) property consists of vegetated open space, a berm, and Salt Creek which runs west-east parallel to Palatine Road with three existing storm outlets carrying storm water from the south side of Palatine Road to the north side and ultimately to Salt Creek, all of which has no direct recreational use. A Village owned sidewalk parallel to Palatine Road encroaches on the Section 4(f) property right of way for approximately 300 feet.

Area Two of impact is on the east side of Quentin Road from Palatine Road north approximately 110 feet. This area of the Section 4(f) property contains the headwall of a diagonally crossing culvert of Salt Creek and also an existing storm outlet through the headwall carrying storm water from Quentin Road north of Palatine Road to Salt Creek. A multi-use path, a recreational use, exists approximately 60 feet north of Palatine Road that runs northeasterly away from the Quentin Road sidewalk.

d. Relationship of impacted areas to Section 4(f) function and significance to resource:
In Area One, there is no Section 4(f) function and is insignificant to the resource.

In Area Two, the multi-use path, a section 4(f) resource, would have temporary impacts during construction of the roadway widening, sidewalk reconstruction, and re-grading the path approach to meet new grades. This path is a direct connection to the Section 4(f) function and a temporary impact to the resource.

Additionally in Area Two, closer to the intersection corner, a traffic signal mast arm will be placed between the multi-use path and Salt Creek culvert headwall and the existing storm sewer outfall within the headwall will be replaced. These improvements will not affect any Section 4(f) function and is insignificant to the resource.

e. Resulting function of impacted areas:

Area One will be retained as open space, Salt Creek, and storm sewer outfalls. The resulting function of Area One is retained as an outlet to Salt Creek.

In Area Two, the exiting multi-use path will be reconstructed. The resulting function of Area Two will retain the originally intended use: multi-use path access to Section 4(f) property.

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

a. Avoidance and minimization efforts made and benefits to resource:

Effort to minimize impacts to the Section 4(f) property include omitting the five-foot buffer between the multi-use path and face of curb and construction of a three-lane cross section instead of a four or five lane cross section. These two actions result in eliminating the need to extend the existing Salt Creek triple cell box culvert in Area Two, which runs diagonally under the intersection of Quentin Road and Palatine Road and minimizes the length of culvert outfall extensions needed in Area One.

b. Commitments for mitigation or enhancement: During construction, a temporary path runaround would be created to provide continuity of the path thus mitigating the temporary impact to the access of the Section 4(f) resource.

To enhance the Section 4(f) resource a village owned multi-use path will be constructed within the Palatine Road right-of-way both west and east of Quentin Road.

c. Description of the benefits to the resource by the proposed improvements:

The village owned multi-use path will provide connectivity between Section 4(f) resources and the community, enhancing the network and increasing the Section 4(f) use.

5. Evidence of Opportunity for Public Review and Comment

a. Type of public availability (internet posting, public meeting, mailers):

The Village of Palatine hosted its first public information meeting as an introduction of the project on September 19, 2019. A newspaper advertisement regarding the public information meeting was published on 09/3/2019 and 09/12/2019 in the Northwest Suburbs Daily Herald. Copies of the publishing, meeting exhibits, and meeting summary can be found in **Exhibit 5**.

The Village of Palatine hosted a second public information meeting on September 16, 2021. A newspaper advertisement allowing the public an opportunity to review and comment on the proposed improvement and Section 4(f) impacts was published on 08/26/2021 and 09/09/2021 in the Northwest Suburbs Daily Herald. Copies of the publishing, meeting exhibits, and meeting summary can be found in **Exhibit 6**.

b. Summary of comments: No comments specific to Section 4(f) impacts or resources were received.

c. Notification of OWJ of public availability and summary of comments:

The Palatine Park District was sent a letter notifying them of the project public information meetings and the associated opportunity to comment on the Section 4(f) property impacts. No comments were provided by the OWJ. The Public Information Meeting Letters can be found in **Exhibits 5 and 6**.

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

a. Correspondence:

Palatine Park District – Public Information meeting #1 – August 28, 2019 (**Exhibit 5**)

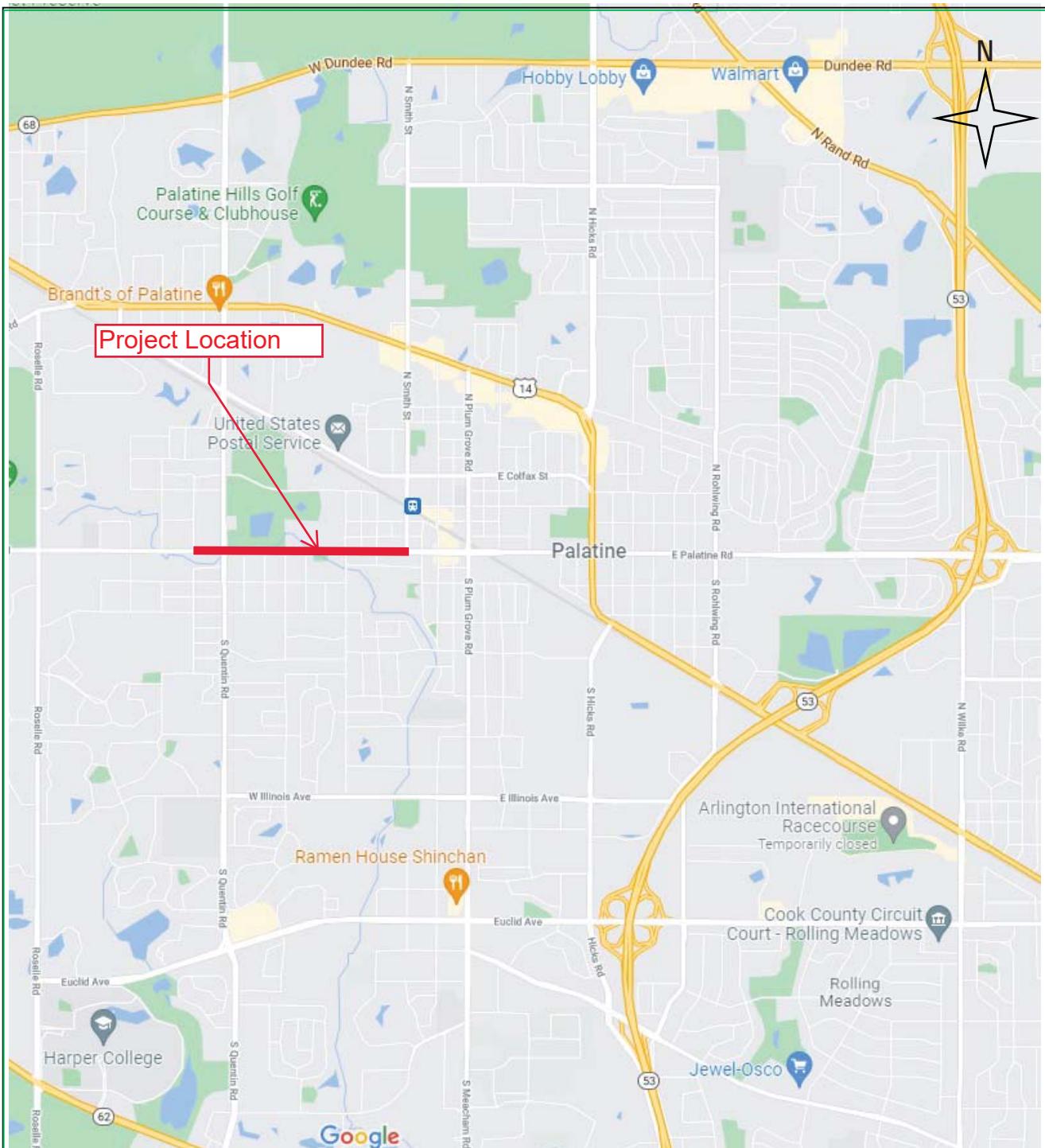
Palatine Park District – Public Information meeting #2 – August 23, 2021 (**Exhibit 6**)

b. OWJ written concurrence with a No Adverse Effect determination:

Palatine Park District – No Adverse Effect Determination - November 30, 2021 (**Exhibit 7**)

7. Supporting Documentation

1. Project Location Map (**Exhibit 1**)
2. MWRDGC Lease Agreement (**Exhibit 2**)
3. Section 4(f) Aerial Map (**Exhibit 3**)
4. Section 4(f) Parcel – Right-of-Way Exhibit (**Exhibit 4**)
5. Public Information Meeting #1 Summary (**Exhibit 5**)
6. Public Information Meeting #2 Summary (**Exhibit 6**)
7. Palatine Park District – No Adverse Effect Determination - November 30, 2021 (**Exhibit 7**)



ROADWAY FUNCTION CLASSIFICATION:

Palatine Road – Minor Arterial

Quentin Road – Other Principle Arterial

Smith Street – Minor Collector

Village of Palatine

Palatine Road
Quentin Road to Smith Street

PROJECT LOCATION MAP

Not to Scale Date: 11/19/2021

Protecting Our Water Environment



Metropolitan Water Reclamation District of Greater Chicago

100 EAST ERIE STREET

CHICAGO, ILLINOIS 60611-3154

312-751-5600

BOARD OF COMMISSIONERS

Terrence J. O'Brien

President

Kathleen Therese Meany

Vice President

Gloria Alitto Majewski

Chairman Of Finance

Frank Avila

James C. Harris

Barbara J. McGowan

Cynthia M. Santos

Patricia Young

Harry "Bus" Yourell

Michael G. Rosenberg
Attorney

312-751-6565 FAX 312-751-6598

June 16, 2004

Mr. Patrick L. Moser
THE PALATINE PARK DISTRICT
250 East Wood Street
Palatine, Illinois 60067-5358

Re: Palatine Park District's ("Palatine Park") Request for an Extension of the May 17, 1979 Temporary Easement Agreement to Use District Property Located at Margreth Reimer Reservoir (Upper Salt Creek Watershed Structure No. 6), Palatine, Illinois, for Park and Public Recreation Purposes. Our File No. 03-MM-027.

Dear Mr. Moser:

Attached is the an executed original of the Easement Agreement between the Metropolitan Water Reclamation District of Greater Chicago ("District") and Palatine Park.

Questions may be directed to Marin Mihalache, Legal Assistant, at (312) 751-6558.

Sincerely,

Mark L. Dressel
Senior Assistant Attorney

MLD:MIM
Attachment

EASEMENT EXTENSION AGREEMENT

THIS EASEMENT EXTENSION AGREEMENT, made this 22nd day of April 2004, by and between the METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO, a municipal corporation, organized and existing under the laws of the State of Illinois, hereinafter called "District", and the PALATINE PARK DISTRICT, a municipal corporation, organized and existing under the laws of the State of Illinois, hereinafter called "Grantee".

W I T N E S S E T H:

WHEREAS, the District and Grantee, on May 17, 1979, entered into a certain Temporary Easement Agreement granting Grantee the right to use part of the real estate described and known as Margreth Riemer Reservoir, Upper Salt Watershed Workplan Structure No. 6, Project 76-246-2F for park and public recreational purposes, for the period commencing May 17, 1979, and expiring May 16, 2004; and

WHEREAS, the occupancy term provided under said Temporary Easement Agreement was set to expire by its own terms on May 16, 2004; and

WHEREAS, the Grantee has requested that said Easement Agreement be extended for an additional 25 years upon the same terms and conditions.

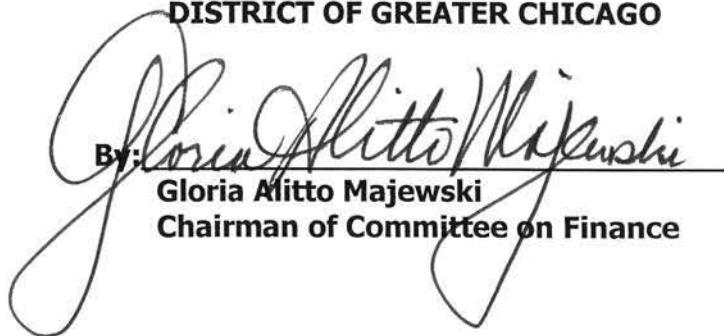
NOW, THEREFORE, for and in consideration of ONE DOLLAR NO/100(\$1.00) in hand paid by the Grantee to the District, the promises, covenants, conditions, agreements and undertakings hereinafter set forth, and other good and valuable consideration, the receipt of which is hereby acknowledged, the District and the Grantee agree as follows:

1. All of the foregoing recitals, which constitute the factual basis for this transaction, are incorporated by reference herein and made a part hereof.
2. The Easement Agreement dated May 17, 1979, by and between the District and Grantee granting a use provided unto the Grantee with respect to the real estate which is described in Exhibit A attached hereto, for the period of May 17, 1979, to May 16, 2004, is hereby extended to May 16, 2029, and is incorporated by reference herein and made a part hereof as Exhibit B as though set forth in full.
3. The Grantee acknowledges that the legal description of the easement premises has been revised and is attached as Exhibit A to this Easement Agreement and supercedes the legal description attached to the May 17, 1979 Easement Agreement.
4. The expiration date of said Easement Agreement being May 16, 2004 is hereby extended to May 16, 2029 at which time all rights of Grantee hereunder and by virtue of said Easement Agreement aforesaid shall cease and terminate.

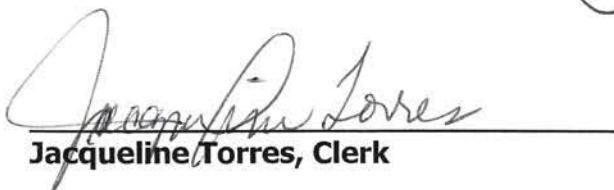
5. The Grantee, prior to entering upon said premises and using the same for the purposes for which this Easement is granted, shall procure, maintain and keep in force, at Grantee's expense, public liability insurance coverage in the amount of no less than \$4,000,000.00 per occurrence, in which the District, its Commissioners, officers, agents and employees, are a named insured ("CLAIMS MADE" policies are unacceptable). Prior to entering upon said premises, and thereafter on the anniversary date of such policies, the Grantee shall furnish to the District certificates of such insurance or other suitable evidence that such insurance coverage has been procured and is maintained in full force and effect. Upon District's written request, Grantee shall provide District with copies of the actual insurance policies within ten (10) days of District's request for same. Such certificates and insurance policies shall clearly identify the premises and shall provide that no change, modification in or cancellation of any insurance shall become effective until the expiration of thirty (30) days after written notice thereof shall have been given by the insurance company to the District.
6. All terms and conditions of said Easement Agreement aforesaid shall remain in full force and effect during this extension period, except those covenants in said Easement Agreement, which survive the expiration, which Grantee hereby agrees to honor.

IN WITNESS WHEREOF, on the day and year first above written, the parties hereto have caused these presents, including Riders and Exhibits, if any, to be executed in triplicate by their duly authorized officers, duly attested, and their corporate seals to be hereunder affixed.

THE METROPOLITAN WATER RECLAMATION
DISTRICT OF GREATER CHICAGO

By: 
Gloria Alitto Majewski
Chairman of Committee on Finance

ATTEST:


Jacqueline Torres, Clerk

THE PALATINE PARK DISTRICT

By: 

Title: President

ATTEST:

By: 

Title: SECRETARY/EXECUTIVE DIRECTOR

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, a Notary Public in and for said County, in the state aforesaid, DOES HEREBY CERTIFY that Leanne S. McPherson
personally known to me to be the President of the Board of Park Comm.
of Palatine Park District, a municipal corporation, and
(village/town/city)

Leanne S. McPherson, personally known to me to be
(name)

of said municipal corporation and personally known to me to be same persons
whose names are subscribed to the foregoing instrument, appeared before
me this day in person and severally acknowledged that as such

President
of the Board and Executive Director
(title cont'd.) (title)

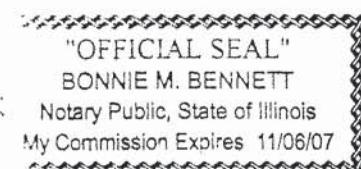
of said corporation, duly executed said instrument in behalf of said municipal
corporation and caused its corporate seal to be affixed thereto pursuant to
authority given by the corporate authority of said municipal corporation, as
its free and voluntary act and as the free and voluntary act and deed of said
municipal corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 13th day of May,
A.D. 2004.

Bonnie M. Bennett
Notary Public

My Commission expires:

11/06/07



STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Nancy V. Murphy Notary Public in
and for said County, in the State aforesaid, DO HEREBY CERTIFY that Gloria
Alitto Majewski, personally known to me to be the Chairman of the
Committee on Finance of the Board of Commissioners of the Metropolitan
Water Reclamation District of Greater Chicago, a municipal corporation, and
Jacqueline Torres, personally known to me to be the Clerk of said municipal
corporation, and personally known to me to be the same persons whose
names are subscribed to the foregoing instrument, appeared before me this
day in person and severally acknowledged that as such Chairman of the
Committee on Finance and such Clerk, they signed and delivered the said
instrument as Chairman of the Committee on Finance of the Board of
Commissioners and Clerk of said municipal corporation, and caused the
corporate seal of said municipal corporation to be affixed thereto, pursuant to
authority given by the Board of Commissioners of said municipal corporation,
as their free and voluntary act and as the free and voluntary act and deed of
said municipal corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 20th day of May,
A.D. 2004.

Nancy V. Murphy
Notary Public



EXHIBIT A

EXHIBIT A

LEGAL DESCRIPTION
for
MARGRETH RIEMER RESERVOIR (STRUCTURE 6)
Project 76-426-2F

Those parts of the Southwest Quarter and of the West Half of the Northwest Quarter of Section 15, Township 42 North, Range 10 East of the Third Principal Meridian, in Cook County, Illinois, more particularly described as follows:

The Southwest Quarter of the Southwest Quarter aforesaid excepting the north 300 feet of the south 765.15 feet of the west 239.24 feet and the right-of-ways of Quentin Road and Palatine Road of the Southwest Quarter of the Southwest Quarter aforesaid;

and

Lots 30 to 40 inclusive in Arthur T. McIntosh and Company's Palatine Farms in the East Half of the Southwest Quarter of Section 15, Township 42 North, Range 10, East of the Third Principal Meridian, in Cook County, Illinois;

and

The west 65 feet of Lot 29 in Arthur T. McIntosh and Company's Palatine Farms in the East Half of the Southwest Quarter of Section 15, Township 42 North, Range 10, East of the Third Principal Meridian, in Cook County, Illinois;

and

The south 117 feet of the east 55 feet of Lot 29 in Arthur T. McIntosh and Company's Palatine Farms in the East Half of the Southwest Quarter of Section 15, Township 42 North, Range 10, East of the Third Principal Meridian, in Cook County, Illinois;

and

The south 80 feet of Lot 28 in Arthur T. McIntosh and Company's Palatine Farms in the East Half of the Southwest Quarter of Section 15, Township 42 North, Range 10, East of the Third Principal Meridian, in Cook County, Illinois;

and

That part of Lot 41 in the Arthur T. McIntosh and Company's Palatine Farms in the East Half of the Southwest Quarter of Section 15, Township 42 North, Range 10, East of the Third Principal Meridian, in Cook County, Illinois, more particularly described as follows:

Commencing at the intersection of the south right-of-way line of Wood Street and the west right-of-way line of Cedar Street; thence west along the south right-of-way line of Wood Street,

382.50 feet; thence southerly at right angles with the last described line, 296.12 feet to the point of beginning, which is also the northeast corner of Lot 41; thence southwesterly along a line forming an angle of $48^{\circ}00'46''$ to the right of the last described line extended, 161.44 feet; thence north along the west line of Lot 41, 149.12 feet to the north line of Lot 41; thence east at right angles with the last described line along the north line of Lot 41, 120.00 feet to the point of beginning.

and

Lot 7 except the west 120 feet thereof and Lot 8 except the west 120 feet of the north 169.70 feet thereof in Arthur T. McIntosh and Company's Palatine Farms in the West Half of the Southwest Quarter of Section 15, Township 42 North, Range 10, East of the Third Principal Meridian, in Cook County, Illinois;

and

Lots 9 to 12 inclusive in Arthur T. McIntosh and Company's Palatine Farms in the West Half of the Southwest Quarter of Section 15, Township 42 North, Range 10, East of the Third Principal Meridian, in Cook County, Illinois;

and

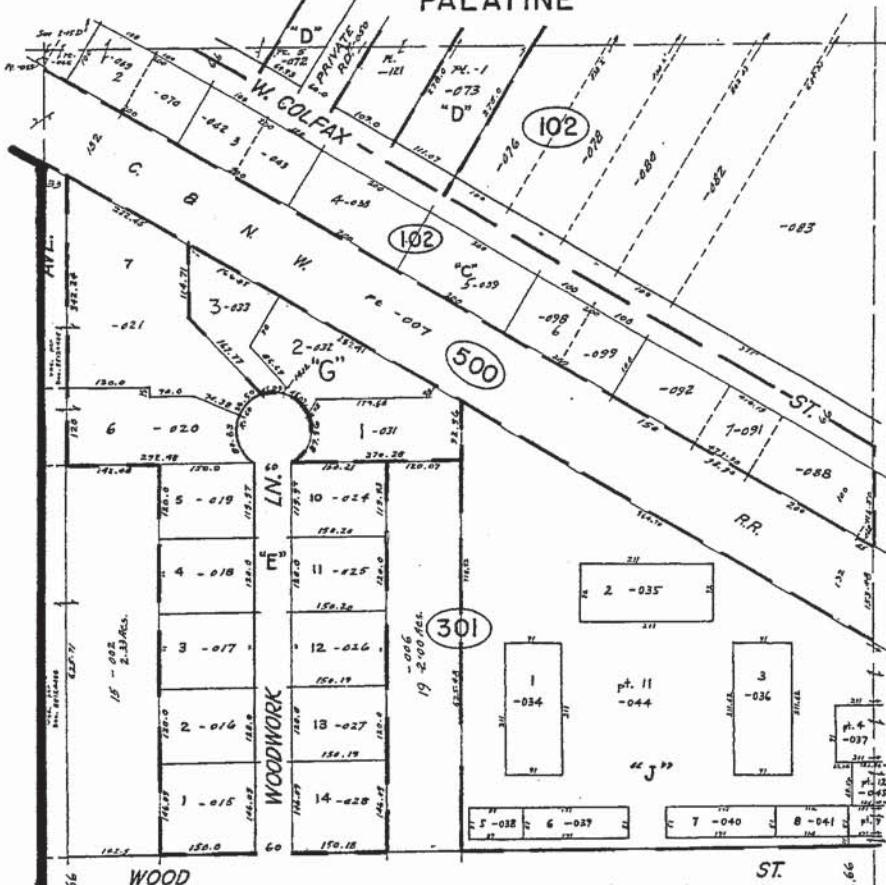
Lot 13 in Arthur T. McIntosh and Company's Palatine Farms in the West Half of the Northwest Quarter and the West Half of the Southwest Quarter of Section 15, Township 42 North, Range 10, East of the Third Principal Meridian, in Cook County, Illinois.

PIN Nos.	02-15-302-004	02-15-303-016
	02-15-302-005	02-15-303-034
	02-15-302-006	02-15-303-043
	02-15-303-005	02-15-303-047
	02-15-303-004	02-15-303-049
	02-15-303-003	02-15-300-014
	02-15-303-002	02-15-300-005
	02-15-303-001	02-15-300-009
	02-15-303-011	02-15-300-008
	02-15-303-012	02-15-300-007
	02-15-303-013	02-15-300-013
	02-15-303-014	02-15-300-012
	02-15-303-015	

E. 1/2 S.W. 1/4 Sec. 15 - 42 - 10
PALATINE

42-10-15F

2-15



ARTHUR T. MCINTOSH & CO.'S PALATINE FARM. For balance of sub., see the E. 1/2 of Sec. 16-42-10, Rec. Area N, WIS. Doc. 1559558

TUDYMAN'S SUB. of Lots 43, 44 & 44 of Arthur T. McIntosh & Co.'s Palatine Farms in the E. 1/4 of the S. W. 1/4 of Sec. 15-42-10. (See "A"). Rec. June 9, 1928. Doc. 10551271.

VISDAL'S INDUSTRIAL SUB., a part of the E. 1/2 of the N. W. 1/4 and the E. 1/2 of the S. W. 1/4 of Sec. 15-42-10. Rec. Dec. 30, 1957. Doc. 15982762.

C. NEAL SUB. of part of the E. 1/2 of the W. 1/4 of Sec. 15-42-10. Rec. Apr. 16, 1950. Doc. 17821552.

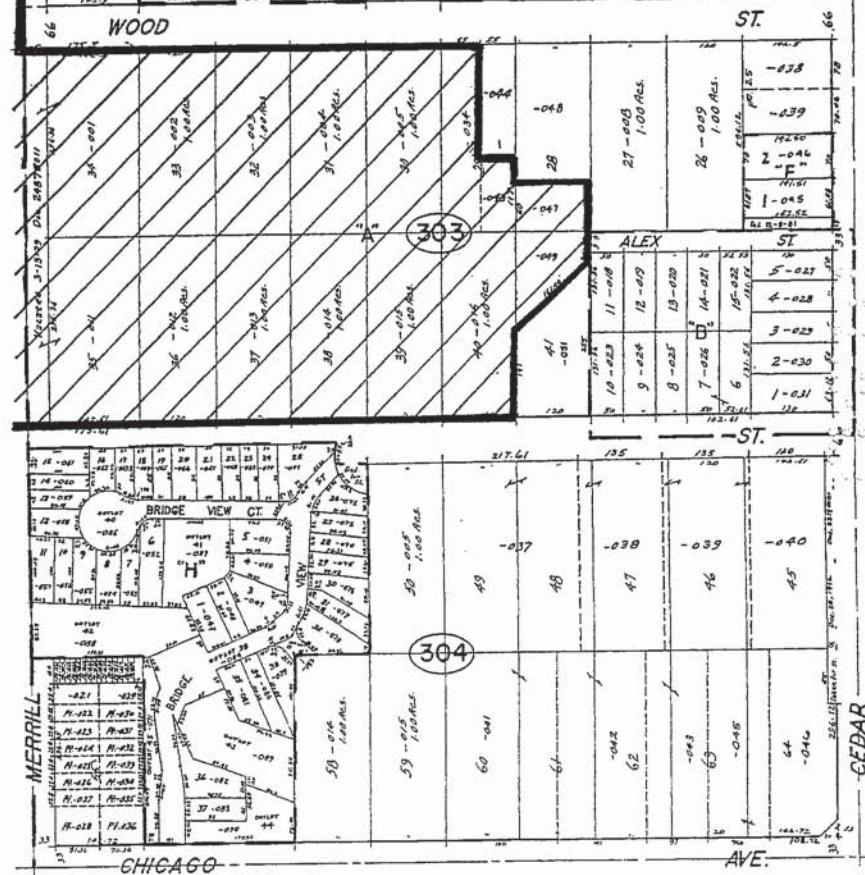
IMPERIAL INDUSTRIAL PARK, a Resale of Lots 14, 15, 16, 17 and 18 in Arthur T. McIntosh & Co. Palatine Farms. (See "A"). Rec. Dec. 3, 1970. Doc. 21394282.

HANDEWIRTH'S RESUB., a part of W. 1/4 in A.T. McIntosh (Co.) Palatine Farms (See "A"). Rec. Dec. 8, 1981. Doc. 26079514

ROMARK RESUB., of lots 8 and 9 in Imperial Industrial Park (See "E"). Rec. June 15, 1981. Doc. 25204934

BRIDGEVIEW CREEK SUB., a Resale of Lots 16-18 (Lots 26-27 in Arthur T. McIntosh & Co. Palatine Farms (See "A"). Rec. Dec. 11, 1976. Doc. 29026952

GRAVES OF PALATINE, a Sub. of Lots 20 to 24 in A.T. McIntosh & Co.'s Palatine Farms (See "A") and of Lots 1 to 4 and 13 to 17 in Salmon's Sub. (See "D" on map 2-15-6). and of part of the W. 1/4 SE 1/4 of Sec. 15-42-10. Rec. Dec. 30, 2001. Doc. 0011012352.



REVISED JAN. 1, 2002

Exhibit B

TEMPORARY EASEMENT AGREEMENT

THIS GRANT OF EASEMENT, Made this 17th
day of May, A. D., 1979 by THE METRO-
POLITAN SANITARY DISTRICT OF GREATER CHICAGO, a municipal cor-
poration organized and existing under the laws of the State of
Illinois, (hereinafter called the "Grantor"), to THE PALATINE
PARK DISTRICT, a municipal corporation organized and existing
under the State of Illinois (hereinafter termed the "Park
District"), 262 East Palatine Rd., Palatine, Illinois 60067.

W I T N E S S E T H T H A T

WHEREAS: the Sanitary District is about to construct a
storm water retention reservoir, with appurtenances thereto,
(hereinafter termed, "The Reservoir"), known as Margreth Riemer
Reservoir, Upper Salt Creek Watershed Workplan Structure No. 6,
Project 76-246-2F, the same to be an adjunct of and addition to
the Channels and Outlets of the Sanitary District; and

WHEREAS: the Grantor and the United States of America,
Department of Agriculture, Soil Conservation Service (Soil Con-
servation Service) have entered into a Project Agreement for the
construction of the Reservoir; and

WHEREAS: the Grantor and the Park District, both signatories of the Upper Salt Creek Watershed Workplan, have agreed that it will be mutually advantageous for the Park District to undertake the maintenance of the Reservoir and to that end have executed or are about to execute an Operations and Maintenance Agreement for the Reservoir, dated May 9, 1979, with the concurrence and agreement of the Soil Conservation Service, which Agreement is incorporated by reference herein and made a part hereof; and

WHEREAS: the Park District has requested from the Grantor the grant of an occupancy right, to continue in effect for twenty-five years to use the Reservoir site for park and public recreation purposes to facilitate the execution of its duties with respect to the maintenance of said Reservoir:

NOW, THEREFORE, for and in consideration of One and no/100 Dollars (\$1.00) the promises, covenants, conditions and undertakings hereinafter set forth and other good and valuable consideration, the receipt of which is hereby acknowledged and pursuant to the authority granted by the Board of Commissioners of The Metropolitan Sanitary District of Greater Chicago at its regular meeting of May 17, 1979, the Grantor does hereby grant, bargain sell, transfer and convey to the Park District a twenty-five (25) year nonexclusive temporary easement for park and public recreation purposes to commence in effect on May 17, 1979 and to terminate on May 16, 2004, unless terminated sooner pursuant to the terms hereof, upon, over, across under and

through the premises legally described in Exhibit "A" which is attached hereto and made a part hereof, subject to the following terms and conditions:

1. All of the foregoing recitals are incorporated by reference herein and made a part hereof as though set forth in full, it being agreed and understood that said recitals constitute the factual basis for the transaction which is the subject of this agreement.
2. It is expressly agreed and understood by and between the parties hereto that in the event that the Operations and Maintenance Agreement between the parties hereto, as heretofore set forth, shall ever be cancelled, terminated, shall expire by its own terms, or shall in any other manner be rendered null and void and without further force and effect or if the Park District shall default in its performance of any of its covenants and undertakings thereunder, this grant of temporary easement shall immediately thereupon be rendered null and void and without further force and effect and the Grantor shall be restored to its first and former estate free and clear of any encumbrance created hereby, without further affirmative acts by either party hereto.
3. It is expressly covenanted by and between the parties hereto that the Grantor executes and delivers Temporary Easement without representations or warranties whatsoever of its authority so to do, the Park District having examined the title of the Grantor to the Temporary Easement premises and being satisfied with such title at the date of delivery of this Temporary Easement and with

the power and authority of the Grantor to execute and deliver this Temporary Easement:

- (a) The Grantor agrees to use all reasonable efforts in good faith to protect the Park District in the quiet and peaceable enjoyment of the said Temporary Easement premises. In the event, by reason of paramount title, possession of said premises or any part thereof is interfered with or taken by some third person or corporation without the consent of the Grantor then this Temporary Easement and the Park District's occupancy hereunder shall forthwith abate as to such part of said Temporary Easement premises so interfered with or taken;
- (b) The Grantor shall in no way be liable for any damages to the Park District under subsection (a) above, it being understood that the Grantor does not covenant with the Park District for the quiet and peaceable enjoyment and possession of said premises, except as against the Grantor itself.

4. It is expressly covenanted by the parties hereto that the Grantor has granted this Temporary Easement without representation or warranties concerning the building and zoning laws affecting the premises. The Park District has examined the building and zoning laws concerning the premises and is satisfied that it may

use the land and construct the improvements which are hereinafter set forth.

In the event on the date hereof or at any time hereafter, the building and zoning laws do not permit the use as hereinafter set forth or the construction hereinafter set forth, the Park District agrees, at its own expense within one (1) year of the date of this grant, to take such action as may be necessary to obtain such zoning change and building permits.

5. It is expressly covenanted by the parties hereto that in the event of any condemnation of the premises herein contemplated, of the Temporary Easement herein granted, or any part thereof, the entire condemnation award shall be the sole property of the Grantor except for the depreciated value of the improvements made by the Park District during this Temporary Easement as of the date of the final judgment order in said condemnation proceedings.

6. The sale or giving away of intoxicating liquors, gambling in any form, and the conducting of any unlawful activities *PPH Jmg* on the Temporary Easement premises are prohibited. Furthermore, this prohibition is not and shall not be construed as permitting all uses or activities not specifically prohibited. Use of the premises is limited and restricted to those specific uses hereinafter set forth.

7. In the event Grantor shall one or more times waive its right to insist upon prompt and satisfactory performance according to the terms of this Temporary Easement Agreement of any of the obligations of the Park District, no such waiver shall release the Park District from its duty promptly and strictly to satisfy at all times after such waiver each and every of said obligations arising under the provisions of this Agreement, and especially of any of such provisions with respect to which such waiver may previously have been made by the Grantor as aforesaid; and the Park District covenants and agrees that if the Grantor shall for any length of time waive any right or rights accruing to it under the provisions of this Agreement, such waiver shall be construed strictly in its favor and shall not estop it to insist upon any rights subsequently accruing to it under this Agreement not in terms specifically waived; and the Park District covenants and agrees that if it violates any of the obligations under this Agreement no waiver by the ~~lessor~~ of ^{Grantor} ^{ent} its right to take advantage of such violation shall estop it to insist upon its strict rights in case of and as to any subsequent violation by the Park District of the same or any other obligation.

8. The Park District covenants and agrees to pay when due all water rates and utility charges for improvements installed by Park District that may be levied, charged, or imposed against the said Temporary Easement premises, or any part thereof, or upon any improvements placed thereon by the Park District during the term of said Temporary Easement.

9. The Park District agrees that the Grantor shall at all times during the term of this Temporary Easement at its option, have the right, without obligation to inquire into the validity thereof, to pay any water rates or utility charges upon said demised premises remaining unpaid after any application for judgment in any court to collect the same is made, and to pay, cancel and clear off any sales, liens, charges and claims upon or against the Temporary Easement premises; and to redeem the said Temporary Easement premises from the same or any part thereof; and the amount so paid or advanced by the Grantor shall be paid to Grantor immediately upon rendition of bills or invoices therefor to Park District, and all such sums so paid and advanced by the Grantor, shall bear interest at the rate of seven percent (7%) per annum from the date of such advance until paid by the Park District, but it is expressly understood and agreed that no obligation shall rest upon the Grantor to make any such advances or payments as are herein provided for; provided, however, that nothing herein contained shall require the Park District to pay any such water rates, or other utility charges which are incurred by the Grantor in connection with its use of the property. As to other charges disputed by the Park District, Park District shall in good faith by appropriate legal proceedings contest the validity thereof and deposit with Grantor the amount of same, and pending any such contest the Grantor shall not have the right to pay the same or to declare a forfeiture of this Temporary Easement for failure of the Park District to pay the same.

10. It is expressly covenanted and agreed that the Temporary Easement premises are to be used by the Park District for public park and public recreational purposes only. However, the use of the

property as a park and playground facility shall be subject to the paramount right of the Grantor to use and operate said premises as a storm water retention reservoir, whenever and for as long as such use is necessary. No right of use or occupancy to the Temporary Easement premises shall be granted by the Sanitary District which conflicts with the purposes for which the use of the Temporary Easement premises was established by the Park District.

11. The Park District covenants and agrees not to maintain any nuisance on the Temporary Easement premises or permit any noxious odors to emanate from the Temporary Easement premises which shall be in any manner injurious to or endanger the health, safety, and comfort of the persons residing or being in the vicinity of said Temporary Easement premises. Any noxious odors caused by Grantor's use of the property shall be the responsibility of the Grantor. Any noxious odors which are carried onto the Temporary Easement premises by the creek presently existing thereon shall not be the responsibility of the Park District.

12. The Park District covenants and agrees to keep the Temporary Easement premises in a clean and sanitary condition in accordance with the laws, ordinances, and regulations of the county, city, village, town or municipality (wherein the premises are located) the state of Illinois, the United States of America, and The Metropolitan Sanitary District of Greater Chicago to the extent required by a certain operations and maintenance agreement between Grantor, Park District and the Soil Conservation Service dated May 9, 1979, _____, with respect to said Salt Creek, Structure No. 6 (Margreth Riemer Reservoir).

13. The Park District covenants and agrees that it shall abide by any and all air and water pollution control laws, ordinances and regulations of the county, city, village, town or municipality (wherein the premises are located), State of Illinois, United States of America, and The Metropolitan Sanitary District of Greater Chicago.

14. The Park District agrees that at the expiration of the term hereby created or the termination of this Temporary Easement pursuant to the terms hereof prior to the expiration of the term hereof, to yield up said Temporary Easement premises together with any improvements which may be constructed or placed thereon under the terms hereof, to the Grantor, in as good condition as when said improvements were constructed or placed thereon under the terms hereof, to the Grantor, ordinary wear and tear excepted; and also Park District shall, at its own sole cost and expense, remove at its own instance, such improvements installed by it that has been installed on the premises and which the Grantor shall order the Park District to remove from said Temporary Easement premises; and provided further in the event of the removal by the Park District of such improvements, that the Park District expressly agrees to restore, at its sole cost and expense, the surface of the ground as near as may be to the same condition as it existed before the construction thereon of such improvements or fixtures.

15. It is understood and agreed by and between the parties hereto that if the Park District shall default in the performance of any of the provisions of this Agreement, and such default shall continue for sixty (60) days after notice thereof in writing given

by the Grantor or its agents or attorneys to the Park District in the manner hereinafter provided, then and in any of such events, it shall and may be lawful for the Grantor, at its election, at or after the expiration of said sixty (60) days after the giving of said notice to declare said term ended and enter upon the said Temporary Easement premises or any part thereof, either with or without process of law, and the Park District or any other persons ^{APN JMG} put out, using such force as ~~may~~ be necessary in so doing, and the said Temporary Easement premises to repossess and enjoy as in their first and former estate.

16. The Park District agrees that the various rights and remedies of the Grantor contained in this Agreement shall be construed as cumulative, and no one of them as exclusive of the other or exclusive of any rights or remedies allowed by law.

17. The Park District shall be solely responsible for and shall defend, indemnify, keep and save harmless the Grantor, its agents, officials or employees, against all injuries, deaths, loss, damages, claims ^{APN JMG} patent claims, liens, suits, liabilities, judgments, costs and expenses, which may in any wise accrue, directly or indirectly against the Grantor, its agents, officials and employees in consequence of the granting of this Temporary Easement or which may in any wise result therefrom, or from any work done thereunder, whether or not it shall be alleged or determined that the act was caused through the negligence or omission of the Park District or its employees, if any, and the Park District shall, at its sole expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the Grantor its agents,

officials or employees, in any such action, the Park District shall at its sole expense, satisfy and discharge the same. Notwithstanding anything to the contrary contained herein, Park District shall not be liable for acts of Grantor, its agents, officials and employees.

Park District expressly understands and agrees that any performance bond or insurance protection required by this Agreement or otherwise provided by Park District shall in no way limit the responsibility to defend, indemnify, keep and ~~safe~~ harmless the Grantor as herein provided. *FPH JMS*

18. The Park District agrees to save and keep harmless the said Grantor of and from any claims for mechanics' liens by reason of any construction work, repairs, replacements, or other work for any improvements made or placed upon or to said Temporary Easement premises, which are performed at the direction of the Park District.

19. The Park District prior to entering upon ~~said~~ premises and using the same for the purposes for which this Temporary Easement is granted, shall procure, maintain and keep in force at Park District's expense, public liability, property damage and fire and extended coverage liability insurance in which the Grantor, its Commissioners, officers, agents and employees, are a named insured from a company to be approved by the Grantor, said policy with limits of not less than the coverage in force for the Park District's property, which coverage is now \$2,000,000.00. However, in the event Park District undertakes to become self insured, the interest of Grantor shall be protected by the Park District through the self insurance and the requirements of carrying the aforementioned insurance shall be waived by Grantor.

Prior to entering upon said premises, the Park District shall furnish to the Grantor certificates of such insurance or other suitable evidence that such insurance coverage has been procured and is maintained in full force and effect. Such insurance shall provide that no change, modification in or cancellation of any insurance shall become effective until the expiration of ten (10) days after written notice thereof shall have been given by the insurance company to the Grantor.

The provisions of this Section shall in no wise be limited
by the liability of the ~~Lessee~~ as set forth under the provisions of
Paragraph 17, above.

20. The Grantor has heretofore executed various agreements with governmental agencies, public utility companies, private corporations and individuals for the installation of pipe lines, duct lines, sewers, cables, electric transmission lines and other surface and subsurface structures. Pursuant to those agreements, the various grantees installed and are operating their respective surface and underground plant facilities. Plats and drawings showing the location, size and type of the surface and underground plant facilities are filed in ^{PPN} ~~the~~ ^{the} office of the Grantor's Chief Engineer and are available for inspection.

Park District agrees to occupy and use the Temporary Easement premises in such a manner as not to damage, obstruct access to or interfere with the operation of said surface and underground plant facilities.

21. The Park District expressly agrees that the Grantor and anyone acting under its authority shall have the right, without payment therefor, to construct, operate, maintain, repair, renew and relocate any and all pipe, sewer, power, and communication lines upon, under and across said Temporary Easement premises. The portion of the temporary Easement Premises under, across or upon which said improvements are constructed shall be restored as practicable to substantially the same condition which existed prior to the commencement of said constitution.

22. Park District understands and agrees that the Grantor may have installed various sewers, shafts, ducts, pipes, and other facilities, upon, over or beneath the Temporary Easement premises. It shall be the responsibility of the Sanitary District to advise Park District of the exact location of said installations. Park District covenants and agrees that at no time shall its use and occupancy of the Temporary Easement premises damage or interfere with said facilities.

23. The Grantor reserves unto itself a perpetual right, privilege, and authority to construct, maintain, operate, repair and reconstruct intercepting sewers with its connecting sewers and appurtenances and any other drains or structures upon under and through said Temporary Easement premises. The Grantor shall also have the right, privilege and authority to enter upon and use such portions of said Temporary Easement premises as may be necessary in the opinion of the Chief Engineer of the Grantor, for the purpose of constructing, maintaining, operating, repairing and reconstructing intercepting sewers, connecting sewers, drains or other structures and appurtenances. Provided however, this reservation shall not alter

or modify the maintenance and operational duties of the Grantor and Park District as set forth in the Operation and Maintenance Agreement heretofore referred to and incorporated herein.

It is further expressly understood and agreed by the Park District that no buildings, materials, or structures shall be placed or erected and no work of any character done on said Temporary Easement premises so as to injure or damage in any way said intercepting sewer, connecting sewers, drains or other structures and appurtenances located at any time on said Temporary Easement premises, or so as to interfere with their maintenance and operation.

24. It is expressly understood and agreed that the Grantor shall not be liable to the Park District for any loss, cost or expense which the Park District shall sustain by reason of any damage at any time to its property caused by or growing out of the failure of the sewers, structures, or other equipment of the Grantor located on said Temporary Easement premises, or by any other work which the Grantor may perform on said premises under the terms hereof, or adjacent to said Temporary Easement.

25. The Park District shall relocate or remove the improvements existing or constructed upon the subject premises, at no cost to the Grantor:

- (a) In the event that the subject premises are adjacent to any channel or waterway, and said channel or waterway is to be widened by the Grantor or any other governmental agency; or
- (b) In the event that any agency of government, having jurisdiction over said channel or waterway, requires the relocation or removal of said improvements; or

(c) In the event that said relocation or removal is required for the corporate purposes of the Grantor.

Such relocation or removal shall be done within ninety (90) days after notice thereof in writing is served upon the Park District.

26. If at any time in the future, any portions of the Temporary Easement premises are required for the construction of highways and roadways, or adjuncts thereto, such as interchanges, ramps and access roads, as determined by the Chief Engineer of the Grantor, for the use of any other governmental agency engaged in the construction of highways, or adjuncts thereto, then in such event, it is understood and agreed by the parties hereto, that the Park District shall surrender possession of such part ^{part of} ~~Temporary~~ Easement premises that may be so required. Park District agrees also, at its own cost and expense, to remove all of its equipment, structures or other works from those portions of said Temporary Easement premises so required, or reconstruct or relocate such of its installations so as to permit the use of said Temporary Easement premises for the construction of highways and roadways or adjuncts thereto within sixty (60) days after notice shall have been given to the Park District by the Chief Engineer of Grantor.

27. The Grantor reserves to itself or to its assignees or permittees at any time during the term of this Temporary Easement, upon thirty (30) days' written notice by the Grantor to the Park District, the right to construct, reconstruct, maintain, and operate additional force mains, intercepting sewers, drains, outlets, pipe lines, pole lines, and appurtenances thereto; and such other structures, buildings, apparatus, and water control equipment as may be needed for

the corporate purposes of the Grantor upon, under, and across said Temporary Easement premises. Any such construction shall be located as determined by the Chief Engineer of the Grantor so as to cause, in his opinion, the least interference, consistent with efficient and economical design, with any equipment, or improvements that the Park District may then have on the said Temporary Easement premises.

The portion of the Temporary Easement premises under, across, and upon which said improvements are constructed shall be restored, as practicable to substantially the same condition which existed prior to the commencement of said construction.

28. The Park District agrees that if at any future date it desires to dispose of sewage from said Temporary Easement premises, it will discharge the said sewage into an intercepting sewer of the Grantor or a local sewer of the city, village, or town in which the Temporary Easement premises are located. Park District will make application and secure the necessary permit from the Metropolitan Sanitary District of Greater Chicago and any other governmental body having jurisdiction thereover before discharging any sewage into such sewer.

29. It is agreed by and between the parties hereto that the Park District shall submit to the Chief Engineer of Grantor, for his approval, the general plans for handling the sewerage, grading, and drainage of the said Temporary Easement premises; and for any roadways, water supply, telephone and electric services, if any, and of all improvements or any other construction to be erected thereon before the commencement of any work thereon.

30. The Grantor reserves to itself the right of access to said premises for inspection by the Grantor, its invitees and its duly authorized agents at all times, and for such surveys as the Chief Engineer of the Grantor may deem necessary.

31. Anything to the contrary notwithstanding Park District agrees that no buildings, materials, or structures shall be placed or erected on the premises and no work of any character will be done on said premises so as to hinder, interfere, or obstruct in any manner, the use of the premises as a storm water retention reservoir.

32. It is understood and agreed by and between the parties hereto that upon the expiration of this Temporary Easement by lapse of time, or termination by forfeiture, or by reason of the failure of the Park District to keep and perform the covenants, agreements or conditions herein contained, any improvements erected, constructed or placed upon said Temporary Easement premises, shall become and be the absolute property of the Grantor and no compensation therefor shall be allowed or paid to the Park District.

33. It is understood and agreed by and between the parties hereto that all notices herein provided for from the Park District to the Grantor concerning any thing pertaining to this Agreement shall be mailed registered mail or certified mail, postage prepaid, return receipt requested, to the Metropolitan Sanitary District of Greater Chicago in care of the General Superintendent, 100 East Erie Street, Chicago, Illinois 60611, or to the Park District from the Grantor at:

Palatine Park District
c/o Director of Parks and Recreation
250 E. Wood Street
Palatine, Illinois 60067

or to any other address that it may hereafter in writing designate and that such notice may be upon the option of the Grantor so mailed to the Park District, and that any notice so mailed by the Grantor to the Park District shall be and is hereby declared to be sufficient notice for all the purposes of this Agreement and that a post office registry receipt or certified receipt showing the mailing of such notice and the date of such mailing shall be in any court of records as competent *prima facie* evidence of those facts.

34. It is further agreed that all Notices as provided herein shall be given by the Grantor pursuant to an order of the Board of Commissioners of said Grantor.

35. Anything herein contained to the contrary notwithstanding, it is expressly agreed and understood that the Operation and Maintenance Agreement for the MARGRETH RIEMER RESERVOIR (STRUCTURE NO. 6) UPPER SALT CREEK WATERSHED dated the May 9, 1979, by and between the Grantor, the METROPOLITAN SANITARY DISTRICT OF GREATER CHICAGO, and PALATINE PARK DISTRICT, and The SOIL CONSERVATION SERVICE is incorporated by reference herein and made a part hereof to the extent that same is applicable to the performance by either party hereunder. Further provided that in the event there exists a conflict between the terms of this Agreement and the Operation and Maintenance Agreement aforesaid with respect to duties and obligations of the parties hereto, the terms and conditions of said Operation and Maintenance Agreement shall control.

IN WITNESS WHEREOF, on the day and year first above written the parties hereto have caused these presents, including Riders and exhibits, if any, to be executed in triplicate by their duly authorized officers, duly attested and their corporate seals to be hereunto affixed.

THE METROPOLITAN SANITARY DISTRICT
OF GREATER CHICAGO

ATTEST:

Paul Scargan
Clerk

By

James C. Finn
Chairman, Committee on Finance
of the Board of Commissioners

ATTEST:

Fred P. Hall

SECRETARY
Title

PALATINE PARK DISTRICT

John H. Young
Title PRESIDENT

I, Adeline A. Croxin a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that JAMES H. JONES, personally known to me to be the [redacted]

President of BOARD OF PARK COMMISSIONERS OF PALATINE PARK DISTRICT, a MUNICIPAL corporation, and FRED P. HALL, personally known to be to be the Clerk (Secretary) of said MUNICIPAL [redacted] corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such [redacted]

President and such Clerk (Secretary), they signed and delivered the said instrument as [redacted]

President and Clerk (Secretary) of said MUNICIPAL corporation, and caused the corporate seal of said MUNICIPAL corporation to be affixed thereto, pursuant to authority given by the Board of PARK COMMISSIONERS City Council of said MUNICIPAL corporation, as their free and voluntary act and as the free and voluntary act and deed of said MUNICIPAL corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 3rd day of April, A.D. 1979.

Adeline A. Croxin
NOTARY PUBLIC

My Commission expires:

Sept. 26, A.D. 1980.

EXHIBIT 2

STATE OF ILLINOIS)
COUNTY OF COOK)

I, Dixie Widner, a Notary Public in and for
said County, in the State aforesaid, DO HEREBY CERTIFY that

James C. Kine, personally known to me to be the
Chairman of the Committee on Finance of the Board of Commissioners
of The Metropolitan Sanitary District of Greater Chicago, a municipal
corporation, and Leslie G. Scicqua, personally known to me
to be the Clerk of said municipal corporation, and personally known
to me to be the same persons whose names are subscribed to the fore-
going instrument, appeared before me this day in person and severally
acknowledged that as such Chairman of the Committee on Finance and
such Clerk, they signed and delivered the said instrument as Chairman
of the Committee on Finance of the Board of Commissioners and Clerk
of said municipal corporation, and caused the corporate seal of said
municipal corporation to be affixed thereto, pursuant to authority
given by the Board of Commissioners of said municipal corporation, as
their free and voluntary act and as the free and voluntary act and
deed of said municipal corporation, for the uses and purposes therein
set forth.

GIVEN under my hand and Notarial Seal this 15th day of

June, A.D. 1979.

Dixie Widner
NOTARY PUBLIC

My Commission expires:

June 22, A.D. 1981.

EXHIBIT A

LEGAL DESCRIPTION
for
MARGRETH RIEMER RESERVOIR (STRUCTURE 6)
Project 76-426-2F

The Southwest Quarter of the Southwest Quarter of Section 15, Township 42 North, Range 10 East of the Third Principal Meridian, excepting therefrom the following:

The north 300 feet of the south 765.15 feet of the west 179.24 feet of the Southwest Quarter of the Southwest Quarter aforesaid;

and

The south 80 feet of Lot 28 in Arthur T. McIntosh and Company's Palatine Farms in the East Half of the Southwest Quarter of Section 15, Township 42 North, Range 10 East of the Third Principal Meridian;

and

The north 196.12 feet of Lot 41 in Arthur T. McIntosh and Company's Palatine Farms in the East Half of the Southwest Quarter of Section 15, Township 42 North, Range 10 East of the Third Principal Meridian, in Cook County, Illinois;

and

The south 117 feet of the east 55 feet of Lot 29 in Arthur T. McIntosh and Company's Palatine Farms in the East Half of the Southwest Quarter of Section 15, Township 42 North, Range 10 East of the Third Principal Meridian, in Cook County, Illinois;

and

The south 160 feet of Lot 29, except the east 55 feet thereof, in Arthur T. McIntosh and Company's Palatine Farms in the East Half of the Southwest Quarter of Section 15, Township 42 North, Range 10 East of the Third Principal Meridian, in Cook County, Illinois;

and

Lot 30 in Arthur T. McIntosh and Company's Palatine Farms in the East Half of the Southwest Quarter of Section 15, Township 42 North, Range 10 East of the Third Principal Meridian, in Cook County, Illinois;

and

Lot 31 to 40 inclusive in Arthur T. McIntosh and Company's Palatine Farms in the East Half of the Southwest Quarter of Section 15, Township 42 North, Range 10 East of the Third Principal Meridian, in Cook County, Illinois;

and

EXHIBIT A

EXHIBIT 2

Lot 7 except the west 120 feet thereof and Lot 8 except the west 120 feet of the north 169.70 feet thereof, in Arthur T. McIntosh and Company's Palatine Farms, being a subdivision of that part of the West Half of the Northwest Quarter and of the Northwest Quarter of the Southwest Quarter and of the East Half of the Southwest Quarter of Section 15, lying southerly of the south westerly line of the right-of-way of the Chicago and North Western Railroad, all in Township 42 North, Range 10 East of the Third Principal Meridian, in Cook County, Illinois;

and

Lots 12 and 13 in Arthur T. McIntosh and Company's Palatine Farms, being a subdivision of that part of the West Half of the Northwest Quarter and of the East Half of the Southwest Quarter of Section 15, lying southerly of the southwesterly line of the right-of-way of the Chicago and North Western Railroad, all in Township 42 North, Range 10 East of the Third Principal Meridian, in Cook County, Illinois;

and

Lot 11 in Arthur T. McIntosh and Company's Palatine Farms, being a subdivision of that part of the West Half of the Northwest Quarter and of the Northwest Quarter of the Southwest Quarter and of the East Half of the Southwest Quarter of Section 15, lying southerly of the southwesterly line of the right-of-way of the Chicago and North Western Railroad, all in Township 42 North, Range 10 East of the Third Principal Meridian, in Cook County, Illinois;

and

Lots 9 and 10 in Arthur T. McIntosh and Company's Palatine Farms, being a subdivision of that part of the West Half of the Northwest Quarter and of the Northwest Quarter of the Southwest Quarter and of the East Half of the Southwest Quarter of Section 15, lying southerly of the southwesterly line of the right-of-way of the Chicago and North Western Railroad, all in Township 42 North, Range 10 East of the Third Principal Meridian, in Cook County, Illinois.

APPROVED:

E. V. Karolewski
Real Estate Administrator

APPROVED as to Plat and Legal Description

F. Julian
Engineer of Field Services

L. Dutro
Assistant Chief Engineer

J. M. S.
Chief Engineer

APPROVED as to Form and Legality

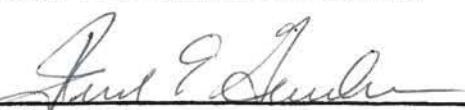
Frederick M. Goldma 6-7-79
Principal Assistant Attorney

Albert L. Lauer 6/7/79
Attorney

APPROVED:

H. McNeil 6-7-79
General Superintendent

APPROVED AS TO FORM AND LEGALITY:


Paul E. Lunde

MUR
MM

Head Assistant Attorney


Paul E. Lunde

Attorney

APPROVED:


Jol L. Farn

General Superintendent

RECEIVED:

Fee OK

Insurance OK

Sond OK

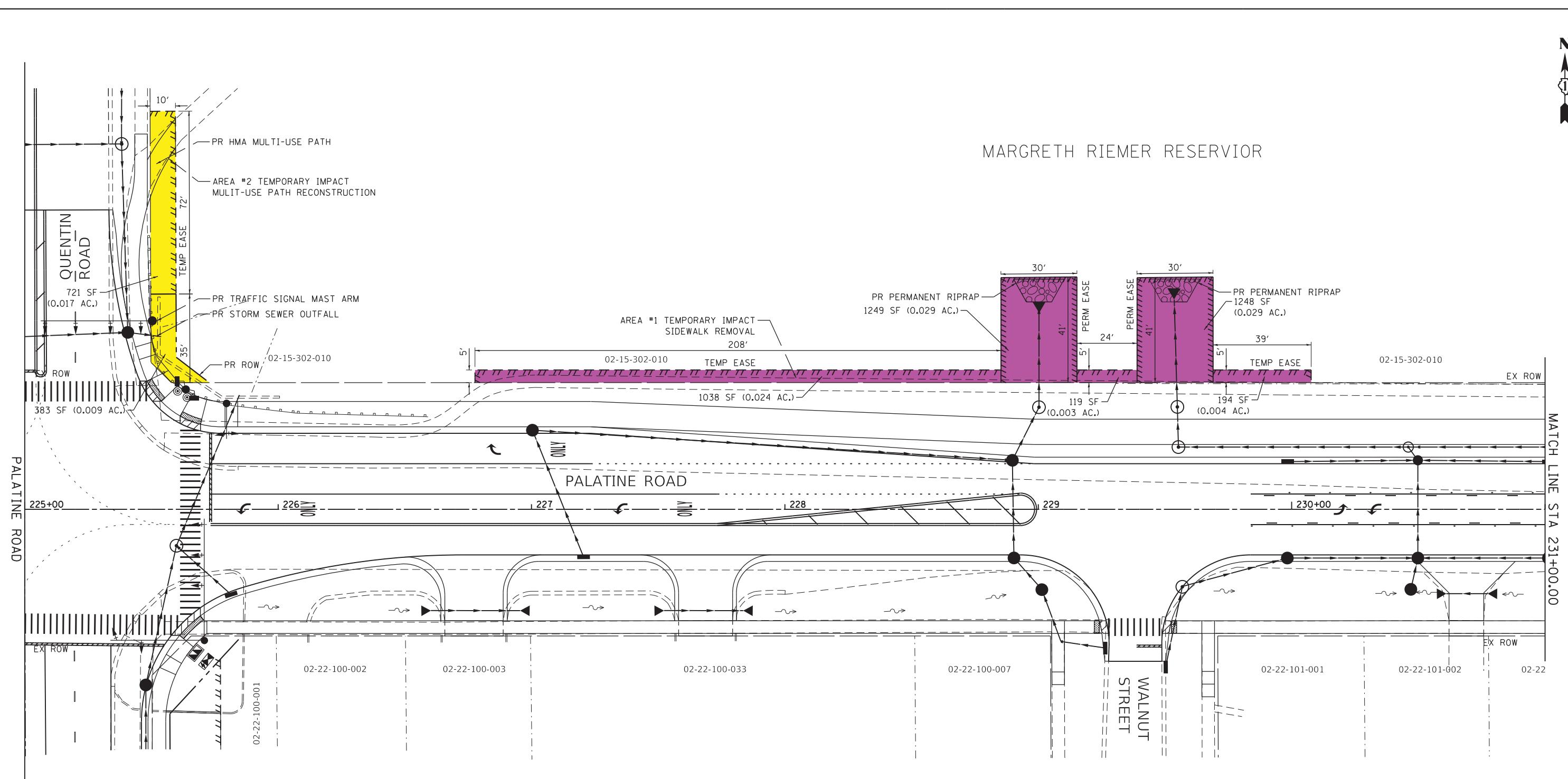


Village of Palatine

Palatine Road
Quentin Road to Smith Street

SECTION 4(f) AERIAL MAP

Not to Scale Date: 11/19/2021



SECTION 4(f) IMPACT AREA #

SECTION 4(f) IMPACT AREA

FILE NAME = F10300.WW RELATIVE ROAD PHASE I (CHU EXHIBIT SECTION 4) / 0102-000-F-3H1-4R - 01-09

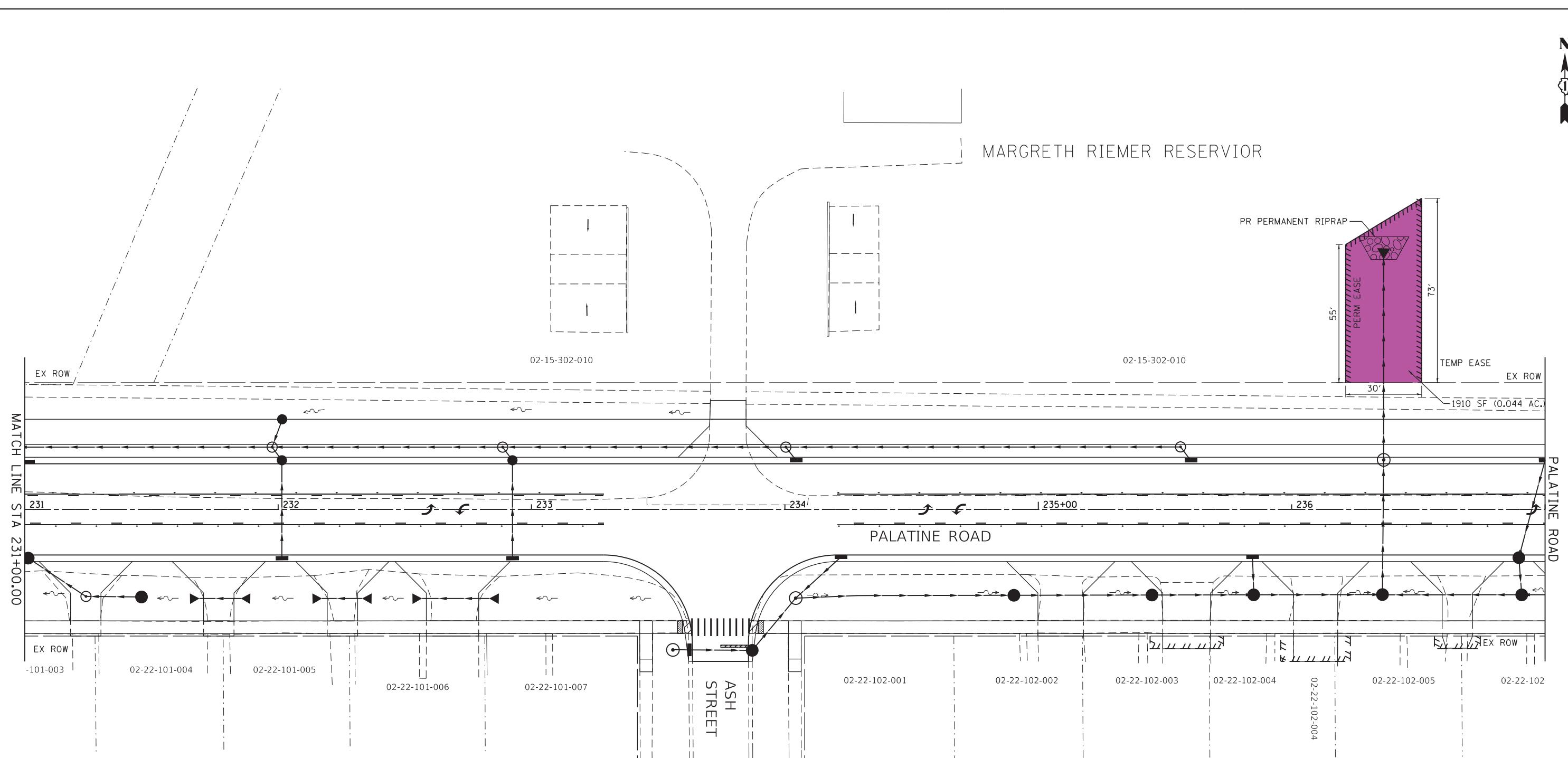
B BLA, Inc

USER NAME = gellwanger	DES
	DRA
PLOT SCALE = 40.0000 ' / in.	CHE
PLOT DATE = 11/18/2021	DA

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

**PALATINE ROAD – QUENTIN ROAD TO SMITH STREET
SECTION 4(f) – RIGHT-OF-WAY EXHIBIT**

F.A.U. RTE.	SECTION	COUNTY	TOTAL SHEETS	HEET NO.
1285	17-00102-00-PV	COOK	2	1
CONTRACT NO.				
ILLINOIS FED. AID PROJECT				



SECTION 4(f) IMPACT AREA #1

SECTION 4(f) IMPACT AREA

BLA, Inc.

USER NAME	= gellwanger
PLOT SCALE	= 40.0000 ' / in.
PLOT DATE	= 11/18/2021

DESIGNED	-
DRAWN	-
CHECKED	-
DATE	-

**STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION**

**PALATINE ROAD – QUENTIN ROAD TO SMITH STREET
SECTION 4(f) – RIGHT-OF-WAY EXHIBIT**

F.A.U. RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
1285	17-00102-00-PV	COOK	2	2
CONTRACT NO.				
ILLINOIS FED. AID PROJECT				

EXHIBIT 4

PALATINE ROAD

PHASE I STUDY



PUBLIC INFORMATION MEETING #1 SUMMARY

Village of Palatine Village Hall
September 19, 2019
5:00-7:00 P.M.

Public Meeting Summary

The first Public Information Meeting for the Palatine Road project was held on Thursday, September 19, 2019 at the Village of Palatine Village Hall – 200 E. Wood Street, Palatine, Illinois from 5:00 P.M. to 7:00 P.M. The meeting was an open house format with large-scale exhibits set up on display; a separate comment area for attendees to provide comments, questions, and concerns were provided.

Representatives from the Village of Palatine and BLA, Inc. were available to discuss the project and answer questions.

Letters were mailed to approximately **1091** stakeholders, **18** representatives from Local Agencies, and **10** Officials on August 28, 2019. Advertisements for the public meeting were published in the local newspaper:

- **Daily Herald – September 3, 2019 and September 12, 2019**

The meeting was attended by 45 people. Thirty-one (31) comments via comment form or email were received by attendees prior to the closure of Public Comment on October 3, 2019.

The following Agencies were represented:

- **Township High School District 211**
- **Community Consolidated School District 15**
- **Illinois Department of Transportation**

The following Municipalities were represented:

- **Village of Palatine**

Other Organizations represented include:

- **Palatine Bike Club**

The thirty-one (31) comments submitted via comment form or email covered a variety of topics including:

- Benefits
- Capacity
- Drainage Concerns
- Need for Project
- Neighborhood Impacts
- Opposition to Project
- Pedestrian/Bicycle Connectivity
- Pedestrian/Bicycle Crossing close to Paddock School
- Safety/Speeding
- Support for Project
- Increase in Traffic
- ROW/Property Loss

Of the comments received:

Support Project	Opposed to Project	Expressed Concerns	General Comment
2	4	9	16

Of the received comments expressing concerns or opposition to the project, the majority of the residents were concerned with the pedestrian/bicycle traffic crossings and connectivity throughout the corridor. The other main concern was regarding traffic along Palatine Road and the perception of the addition of traffic along Palatine Road due to an improvement.

A log of all attendees at the meeting as well as exhibits, brochures, presentations, and all other distributed items is attached as part of this summary.

Sincerely,

BLA, INC.



Matt Cesario, P.E.
Project Manager

Attachments:

- **Attachment 1: Sign-In Sheets**
- **Attachment 2: Mailed Invitation Letter and Notification Area**
- **Attachment 3: Certifications of Publication**
- **Attachment 4: Informational Brochure**
- **Attachment 5: Display Exhibits**
- **Attachment 6: Public Meeting Photos**

VILLAGE *of* PALATINE

PUBLIC MEETING REGISTER

PALATINE ROAD PHASE I ENGINEERING STUDY

Informational Open House Public Information Meeting - September 19th, 2019

Village of Palatine - Village Hall, Community Room B - 5:00 to 7:00 P.M.

Please print your name and address below:

	Name	Address	Phone/E-Mail (optional)
1	DUANE Tompkins	550 Elm St	847-359-7376
2	Patricia Evensen	549 W Palatine Rd.	847-963-8003
3	Trisha Bieletzki	310 W Palatine Rd.	—
4	Timothy R Schulz	532 W Palatine	—
5	Tom Brookbank	567 W. BRIDGEWOOD CT. 630-926-3225	
6	Jeanette Engert	410 W Palatine	jengert@hotmail.com
7	RICHARD LUCIER	130 S. HICKORY PALATINE	r.lucier848@comcast.net
8	MARIONES CARMEN ABBATINO	1641 S. 5th St. Palatine	847-217-5904
9	ROBIN VEALY	2 N SMITH	ROBINEBALLOON@HOTMAIL.COM
10	DOREL MORAAL	886 W Palatine	DOREL@G hotmail.com
11	Diana Mikelski	1750 S Roselle Rd Palatine	d.mikelski@dal1.org TOWNSHIP HS DIST 211
12	Lenore Bessemer	127 S. Walnut St Palatine	
13	THOMAS BRAMLEY	TRANSPORTATION D.15 1100 N. SMITH ST. PAL	BRAMLEYTE@CCSD15.NET
14	DIANA Lopez	817 W DREW	847-917-9760
15	Joe Palusz	38 South Pinet	847-302-4326

VILLAGE *of* PALATINE

PUBLIC MEETING REGISTER

~~WALNUT LANE~~ PHASE I ENGINEERING STUDY

Informational Open House Public Information Meeting ~~December 13th, 2016~~

Prairie Center for the Arts - 5:00 to 7:00 P.M.

Please print your name and address below:

	Name	Address	Phone/E-Mail (optional)
16	Paulette Kuttig	109 So Pine St Palatine 60067	
17	Laurie ASquith	532 W Bridgeview Ct Palatine 60067	lj ASquith@yahoo.com
18	Ron Breletzki	3rd W Palatine Rd Palatine IL 60067	clipped@inorbit.com
19	Wilma Smith	302 W Palatine Rd. Palatine IL 60067	
20	Patty French	12 n Smith Palatine	p.french@menetech.net
21	Tom Lucas	4115 n VICTORIA Hoffman Est IL	TREASURER@ B1CEPALATINE.COM
22	Tavis Farmer	201 W. Center Ct Schaumburg	tavis.farmer@ illinois.gov
23	Robert + Riley	PAALATINE, IL	Bob.Riley.2001@outlook.com
24	Todd Gassman	320 W. JOHNSON APT#1	TODDGASSMAN@GMAIL.COM
25	Ian Arneson	635 W. Palatine	347-769-7255
26	Lenore Hartman	114 cedar st. palatine	
27	Steve Breese	716 N Franklin Palatine 60067	847-902-8722 sbreeese@gmail.com
28	Sherrell Voegel	505 Greeley St Palatine 60067	Sherrellvoegel@gmail.com
29	Jerry Seiling	609 W. Palatine Rd	847-366-0252
30			

VILLAGE *of* PALATINE

PUBLIC MEETING REGISTER

~~WALNUT LANE~~ PHASE I ENGINEERING STUDY

Informational Open House Public Information Meeting - ~~December 13th, 2016~~

Prairie Center for the Arts - 5:00 to 7:00 P.M.

Please print your name and address below:

	Name	Address	Phone/E-Mail (optional)
31	Elizabeth Kenoyer	145 S. Hickory St Palatine IL 60067	
32	John Kenoyer	145 S. Hickory St Palatine IL 60067	
33	Nick Fazino	203 W. GLENCOE PALATINE IL 60067	
34	MICHAEL ADAM CUMMICK	580 N. 1ST BANK DR. PALATINE 60067	
35	Michael Pryor	66 N. Bridgeman SL. Palatine, IL	
36	Bill Lehman	317 W. Palatine Rd Palatine, IL 60067	
37	George Kandathil	390 W. Johnson	gtkand@gmail.com
38	Gail Artrip	435 S Cedar	gail_artrip@yahoo.com
39	Sue Montgomery	272 W Hamilton Dr	Shermont123@gmail.com
40	Alex Faw	243 W. Palatine Rd	
41			
42			
43			
44			
45			

VILLAGE *of* PALATINE

PUBLIC MEETING REGISTER

~~WALNUT CREEK~~ PHASE I ENGINEERING STUDY

Informational Open House Public Information Meeting - ~~December 13th, 2016~~

Prairie Center for the Arts - 5:00 to 7:00 P.M.

Please print your name and address below:

	Name	Address	Phone/E-Mail (optional)
46	<i>Amy Doty</i>	203 W. PALATINE RD	homeworks55@ gma.iL.com
47	<i>Robert Andres</i>	106 S. Cedar St. Palatine, IL 60067	rjandres106@aol.com
48	<i>KEVIN GARTLEY</i>	336 S. CEDAR ST. PALATINE, IL 60067	GARTLEYK@HOTMAIL.COM
49	<i>ALBERT LEE</i>	142 N ROSE ST PALATINE IL 60067	ALBERT123@GMAIL.COM
50	<i>Cheryl Bidstrup</i>	1417 E. Kenilworth Palatine	
51	<i>Richard Foltz</i>	25 S. Hickory St Palatine	Richard.Foltz@att.net
52			
53			
54			
55			
56			
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58			
59			
60			



DEPARTMENT OF PUBLIC WORKS
148 West Illinois Avenue
Palatine, Illinois 60067
847 705-5200
Fax 847 358-4242

August 28, 2019

Re: Palatine Road Improvements – Introductory Public Information Meeting

Dear Resident:

The Village of Palatine wishes to formally invite you to attend an Introductory Public Meeting to be held regarding the potential improvements to Palatine Road from Smith Street to Quentin Road.

Date: Thursday, September 19, 2019
Time: 5:00 P.M. to 7:00 P.M.
Location: Village of Palatine - Village Hall
Community Meeting Room B – Second Floor
200 E. Wood Street
Palatine, IL 60067

The Public Meeting will be conducted in an informal open house format, with display exhibits available for viewing and discussion with the project team. The purpose of this Public Meeting is to introduce the project, describe the current planning process, review the existing conditions, and gather input and information from the community and public. Input, comments, and questions will be solicited on the project. Written statements will be received at the time of the meeting or can be mailed after the meeting to **Matt Barry, Director of Public Works, 148 W. Illinois Avenue, Palatine, IL 60067** or emailed to **mbarry@palatine.il.us**. Comments and questions are welcome at any time, but to be part of this meeting's record it must be received by the Village on or before October 3, 2019 by 4PM.

In compliance with the American with Disabilities Act and other Federal and State Laws, the Public Meeting will be accessible to those with disabilities. If any additional assistance is required, please contact the Village of Palatine Public Works by telephone at (847) 705-5200 or by email at publicworks@palatine.il.us at least five (5) business days prior to the meeting such that any additional arrangements can be made.

Sincerely,

A handwritten signature in blue ink, appearing to read "Matt Barry".

Matt Barry, P.E.
Director of Public Works

VILLAGE OF PALATINE

DEPARTMENT OF PUBLIC WORKS
148 West Illinois Avenue
Palatine, Illinois 60067
847 705-5200
Fax 847 358-4242

August 28, 2019

Re: Palatine Road Improvements – Introductory Public Information Meeting

Dear Director Mike Clark:

The Village of Palatine wishes to formally invite you to attend an Introductory Public Meeting to be held regarding the potential improvements to Palatine Road from Smith Street to Quentin Road.

Date: Thursday, September 19, 2019
Time: 5:00 P.M. to 7:00 P.M.
Location: Village of Palatine - Village Hall
Community Meeting Room B – Second Floor
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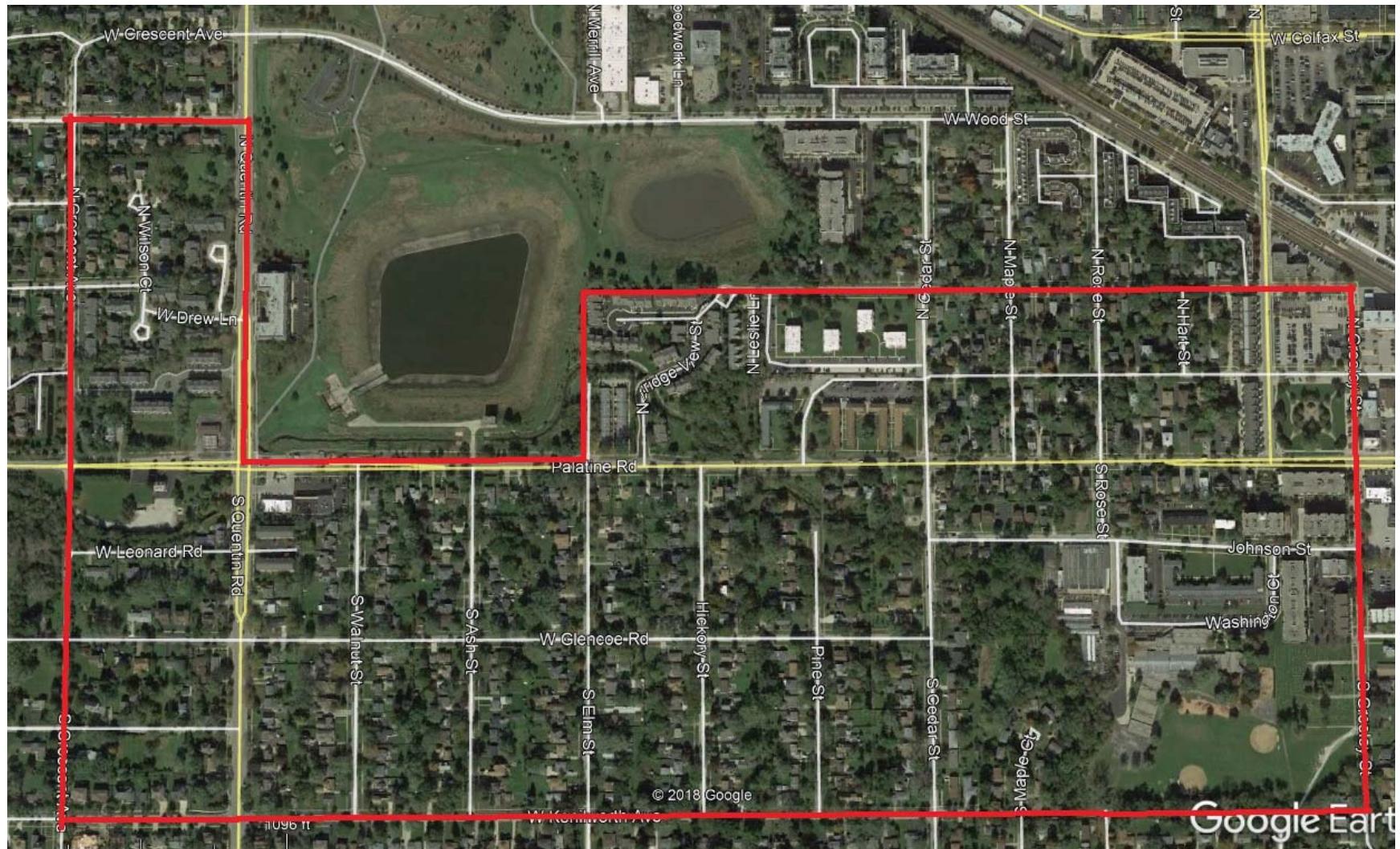
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Sincerely,



Matt Barry, P.E.
Director of Public Works

NOTIFICATION AREA



Daily Herald Classifieds

Legals

Posted September 03, 2019

THE VILLAGE OF PALATINE INVITE...

THE VILLAGE OF PALATINE INVITES YOU TO ATTEND AN INFORMATIONAL PUBLIC MEETING FOR THE PALATINE ROAD IMPROVEMENT PROJECT DATE: SEPTEMBER 19, 2019 TIME: 5:00 P.M. TO 7:00 P.M. LOCATION: VILLAGE OF PALATINE VILLAGE HALL COMMUNITY ROOM B - SECOND FLOOR 200 E. WOOD STREET PALATINE, IL 60067 All persons interested in this project are invited to attend an Informational Public Meeting to be held by the Village of Palatine concerning the improvements of Palatine Road from Smith Street to Quentin Road. The informational meeting will be held at the Village of Palatine Village Hall, Community Room B, Palatine, IL 60074. The Public Meeting will be conducted in an informal open house format, with display exhibits available for viewing and discussion with the project team. The purpose of this Public Meeting is to introduce the project, describe the current planning process, review the existing conditions, and gather input and information from the community and public. Input, comments, and questions will be solicited on the project. Written statements will be received at the time of the meeting or can be mailed after the meeting to Matt Barry, Director of Public Works, 148 W. Illinois Avenue, Palatine, IL 60067. Comments and questions are welcome at any time, but to be part of this meeting's record it must be received by the Village on or before October 3, 2019 by 4pm. In compliance with the American with Disabilities Act and other Federal and State Laws, the Public Meeting will be accessible to those with disabilities. If any additional assistance is required, please contact the Village of Palatine Public Works by telephone at (847) 705-5200 or by email at publicworks@palatine.il.us at least five (5) business days prior to the meeting such that any additional arrangements can be made. Published in Daily Herald September 3, 12, 2019 (4531553) , posted 09/03/2019

THE VILLAGE OF PALATINE
INVITES YOU TO ATTEND AN
INFORMATIONAL PUBLIC MEETING
FOR THE PALATINE ROAD IMPROVEMENT PROJECT

DATE: SEPTEMBER 19, 2019

TIME: 5:00 P.M. TO 7:00 P.M.

LOCATION:

VILLAGE OF PALATINE VILLAGE HALL
COMMUNITY ROOM B - SECOND FLOOR

200 E. WOOD STREET

PALATINE, IL 60067

All persons interested in this project are invited to attend an Informational Public Meeting to be held by the Village of Palatine concerning the improvements of Palatine Road from Smith Street to Quentin Road. The informational meeting will be held at the Village of Palatine Village Hall, Community Room B, Palatine, IL 60074.

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Published in Daily Herald September 3, 12, 2019 (4531553)

CERTIFICATE OF PUBLICATION

Paddock Publications, Inc.

Daily Herald

Corporation organized and existing under and by virtue of the laws of the State of Illinois, DOES HEREBY CERTIFY that it is the publisher of the **DAILY HERALD**. That said **DAILY HERALD** is a secular newspaper and has been circulated daily in the Village(s) of Algonquin, Antioch, Arlington Heights, Aurora, North Aurora, Bannockburn, Barrington, Barrington Hills, Lake Barrington, North Barrington, South Barrington, Bartlett, Batavia, Buffalo Grove, Burlington, Campton Hills, Carpentersville, Cary, Crystal Lake, Deerfield, Deer Park, Des Plaines, Elburn, East Dundee, Elgin, South Elgin, Elk Grove Village, Fox Lake, Fox River Grove, Franklin Park, Geneva, Gilberts, Glenview, Grayslake, Green Oaks, Gurnee, Hainesville, Hampshire, Hanover Park, Hawthorn Woods, Highland Park, Highwood, Hoffman Estates, Huntley, Inverness, Island Lake, Kildeer, Lake Bluff, Lake Forest, Lake in the Hills, Lake Villa, Lake Zurich, Libertyville, Lincolnshire, Lindenhurst, Long Grove, Melrose Park, Montgomery, Morton Grove, Mt. Prospect, Mundelein, Niles, Northbrook, Northfield, Northlake, Palatine, Park Ridge, Prospect Heights, River Grove, Riverwoods, Rolling Meadows, Rosemont, Round Lake, Round Lake Beach, Round Lake Heights, Round Lake Park, Schaumburg, Schiller Park, Sleepy Hollow, St. Charles, Streamwood, Sugar Grove, Third Lake, Tower Lakes, Vernon Hills, Volo, Wadsworth, Wauconda, Waukegan, West Dundee, Wheeling, Wildwood, Wilmette

County(ies) of Cook, Kane, Lake, McHenry and State of Illinois, continuously for more than one year prior to the date of the first publication of the notice hereinafter referred to and is of general circulation throughout said Village(s), County(ies) and State.

I further certify that the **DAILY HERALD** is a newspaper as defined in "an Act to revise the law in relation to notices" as amended in 1992 Illinois Compiled Statutes, Chapter 715, Act 5, Section 1 and 5. That a notice of which the annexed printed slip is a true copy, was published 09/03/2019, 09/12/2019 in said **DAILY HERALD**.

IN WITNESS WHEREOF, the undersigned, the said PADDICK PUBLICATIONS, Inc., has caused this certificate to be signed by, this authorized agent, at Arlington Heights, Illinois.

PADDICK PUBLICATIONS, INC.
DAILY HERALD NEWSPAPERS

BY


Paula Baltz

Authorized Agent

Control # 4531553

CONTACT INFORMATION

DAN BRUCKELMEYER, P.E.

BLA PROJECT MANAGER

630-438-6400

dbruckelmeyer@bla-inc.com

MATT BARRY
DIRECTOR OF PUBLIC WORKS
847-705-5200
mbarry@palatine.il.us

GEORGE RUPPERT
VILLAGE ENGINEER
847-705-5200
gruppert@palatine.il.us

PALATINE ROAD IMPROVEMENTS

SMITH STREET TO QUENTIN ROAD

PROJECT INTRODUCTION AND SCOPING MEETING

SEPTEMBER 19, 2019

5:00PM - 7:00PM

VILLAGE HALL
COMMUNITY MEETING ROOM B
200 E. WOOD STREET - PALATINE, IL 60067

VILLAGE OF
PALATINE

200 EAST WOOD STREET

PALATINE, ILLINOIS 60067

VILLAGE OF
PALATINE

EXHIBIT 5

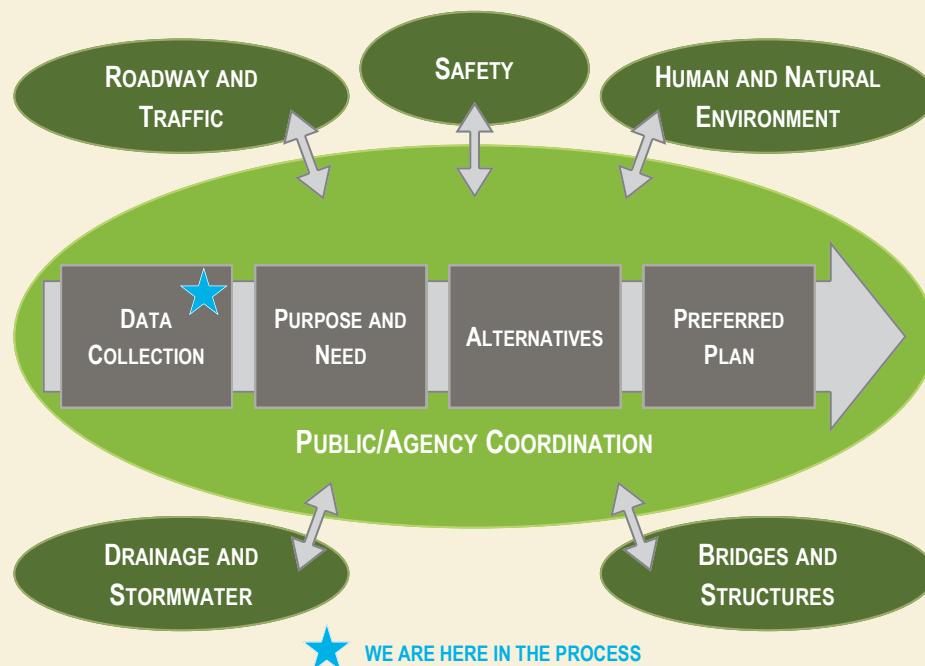
PALATINE ROAD IMPROVEMENTS

PURPOSE OF THE MEETING

The purpose of this public meeting is to introduce the project, describe the current planning process, review the existing conditions and gather input and information from the community and public. Your comments are important to the project process. We are seeking your input on the data gathered, desired improvements and identification of areas of potential concern.

PROJECT PLANNING PROCESS

- The planning process is based on guidelines prescribed by the Federal Highway Administration which follows the National Environmental Policy Act.
- It includes detailed studies and project coordination to develop a preferred plan that meets the project Purpose and Need.
- An environmental document will be prepared.



TIMELINE

2019-20

PHASE I - PLANNING PROCESS
PRELIMINARY ENGINEERING
ENVIRONMENTAL STUDY
COMBINED DESIGN REPORT

2021-22

PHASE II - DESIGN
PLAN PREPARATION
LAND ACQUISITION

TBD

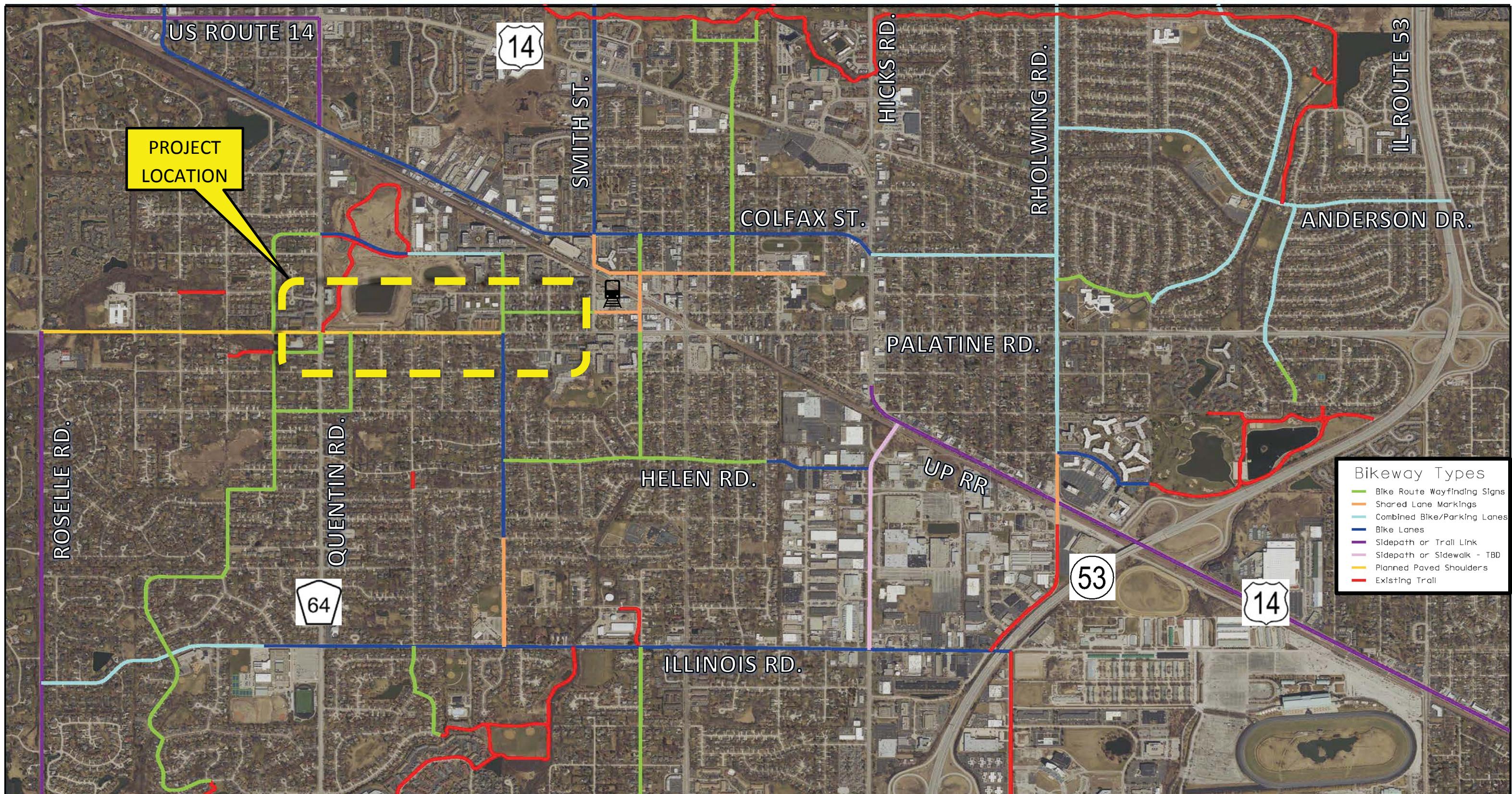
PHASE III - CONSTRUCTION

PROJECT CONSTRUCTION DEPENDS ON FUNDING

PUBLIC INPUT

The Village of Palatine is looking to gather input and information from the community and public. Comments and questions are welcome at any time, but must be received by the Village on or before **October 3, 2019** by close of business to be part of the project record.

Written comments and questions can be submitted during the meeting, mailed to the Village at the address on the backside of this brochure to the attention of Mr. Matt Barry, Palatine's Director of Public Works, or emailed to mbarry@palatine.il.us.



PALATINE ROAD IMPROVEMENT BIKEWAY MAP

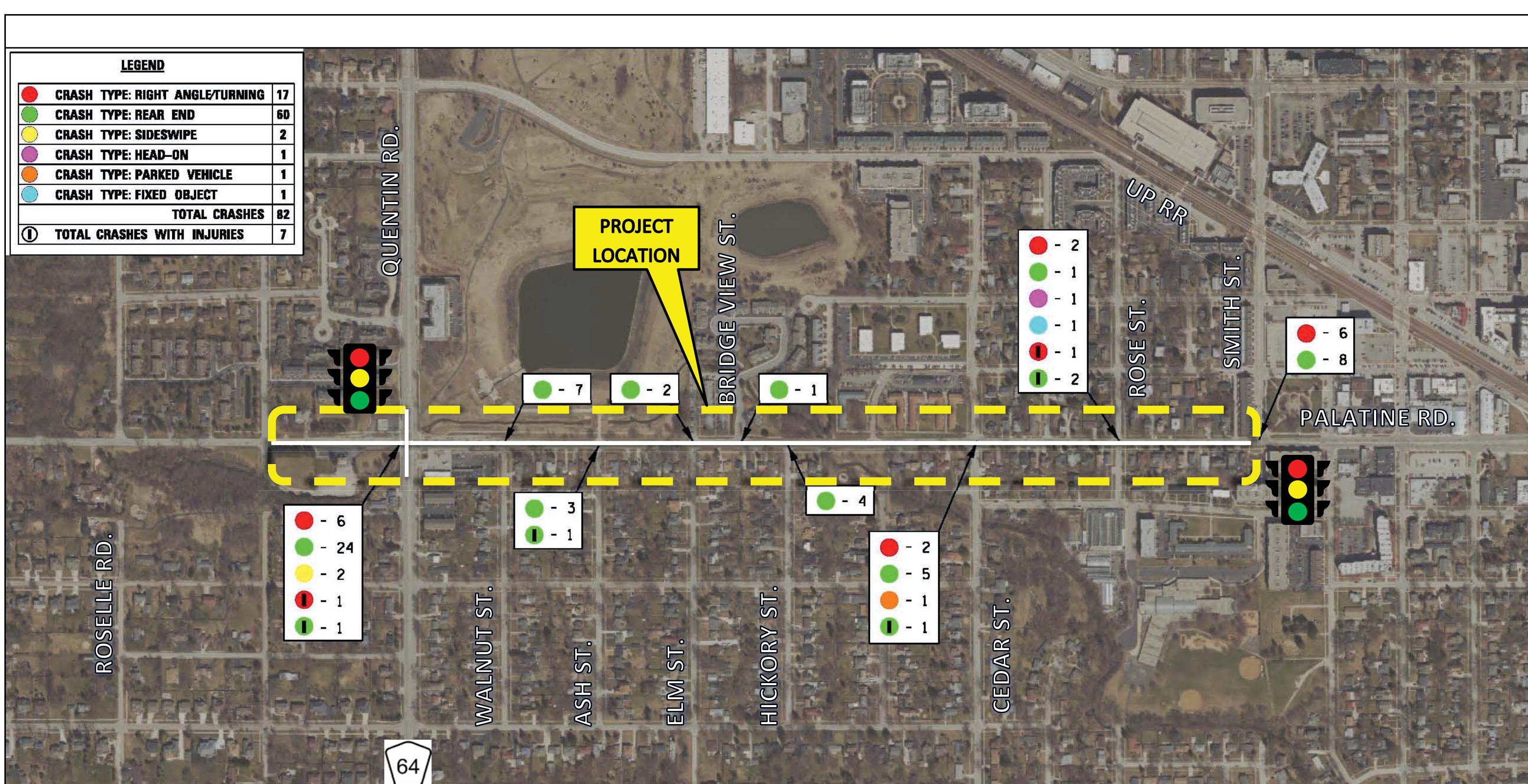
Palatine, Illinois

Source (Village of Palatine Bicycle Transportation Plan & Palatine Park District Parks and Trails)



NOT TO SCALE

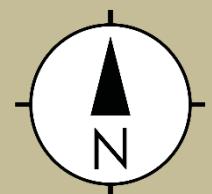
EXHIBIT 5



PALATINE ROAD IMPROVEMENT VEHICLE CRASH DIAGRAM

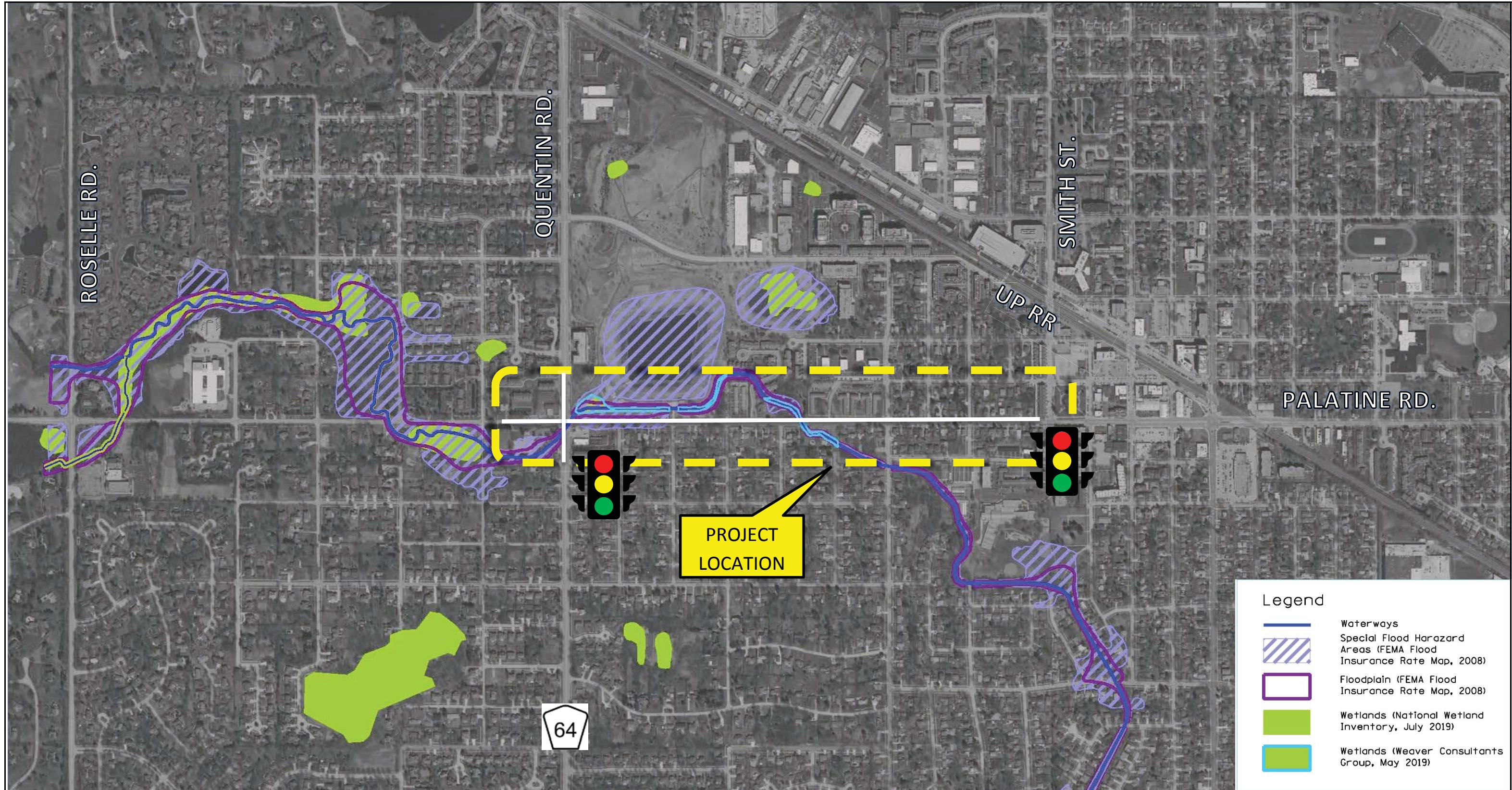
Palatine, Illinois

(Crash Data from 2014-2018, Source: Palatine PD)



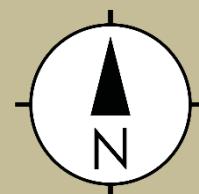
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EXHIBIT 5



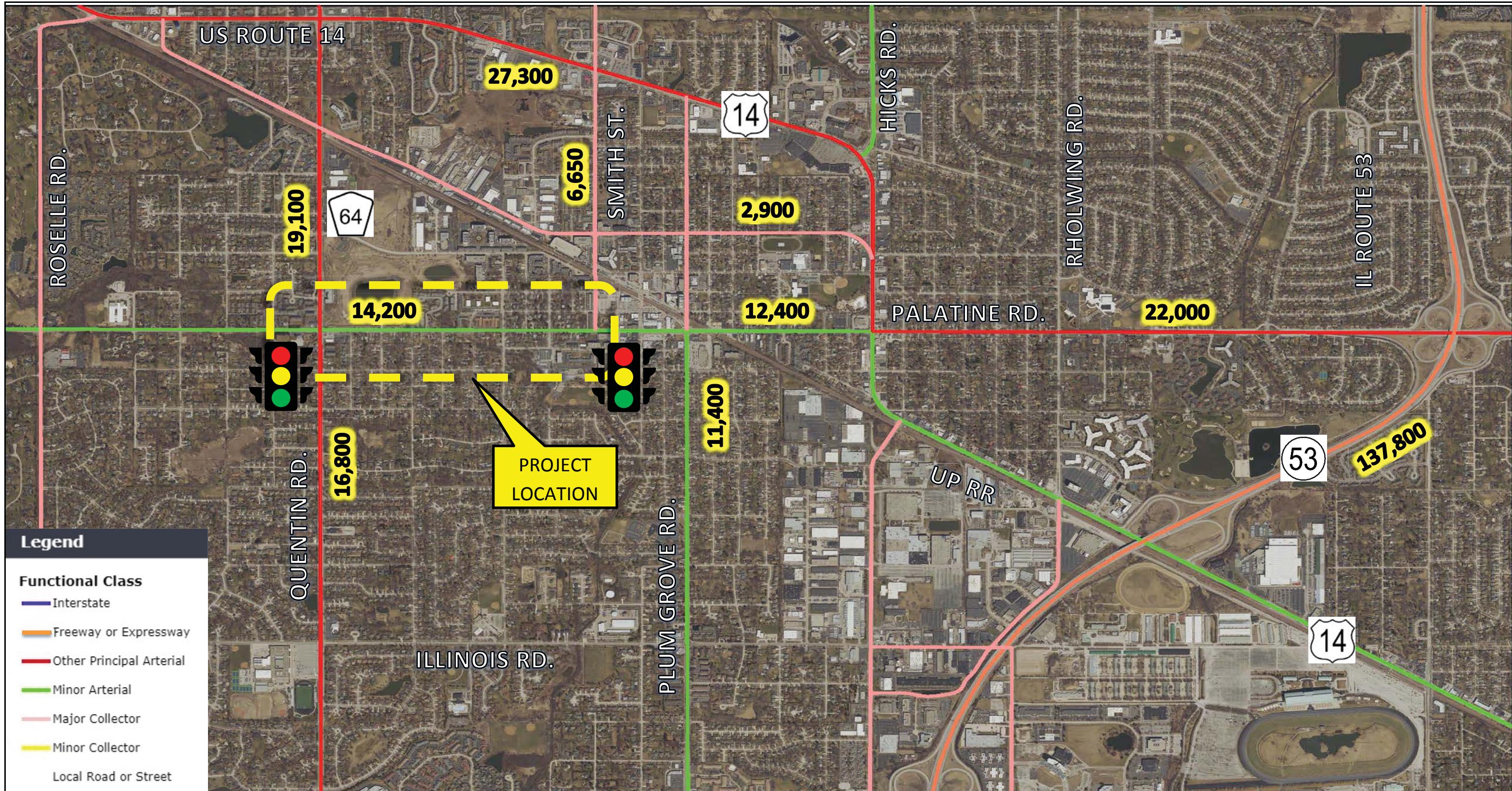
PALATINE ROAD IMPROVEMENT ENVIRONMENTAL RESOURCES

Palatine, Illinois



NOT TO SCALE

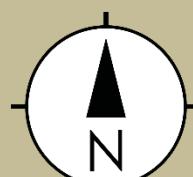
EXHIBIT 5



PALATINE ROAD IMPROVEMENT

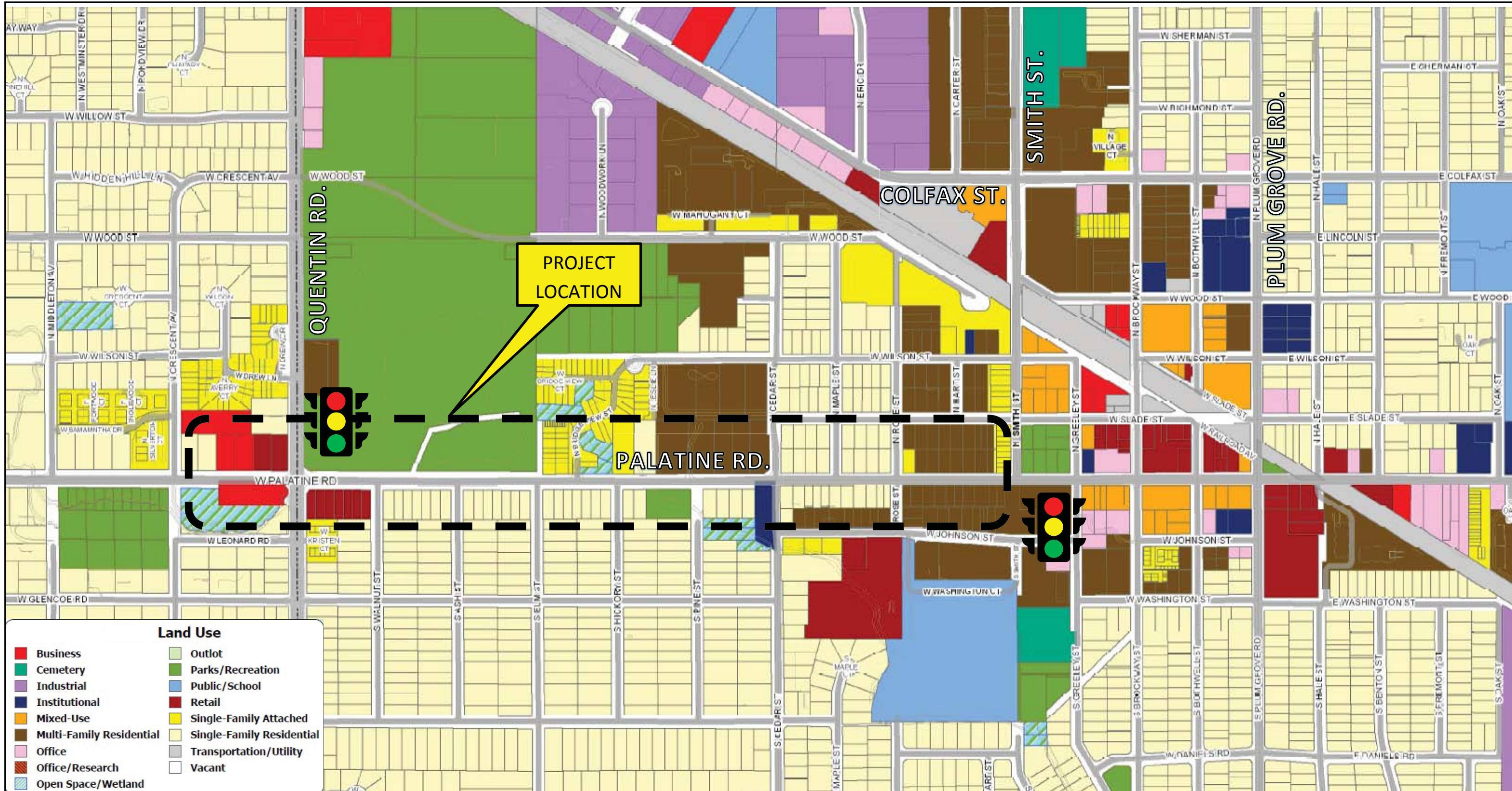
Palatine, Illinois

ROAD CLASSIFICATION WITH 2019 AVERAGE DAILY TRAFFIC



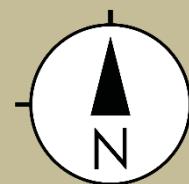
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EXHIBIT 5



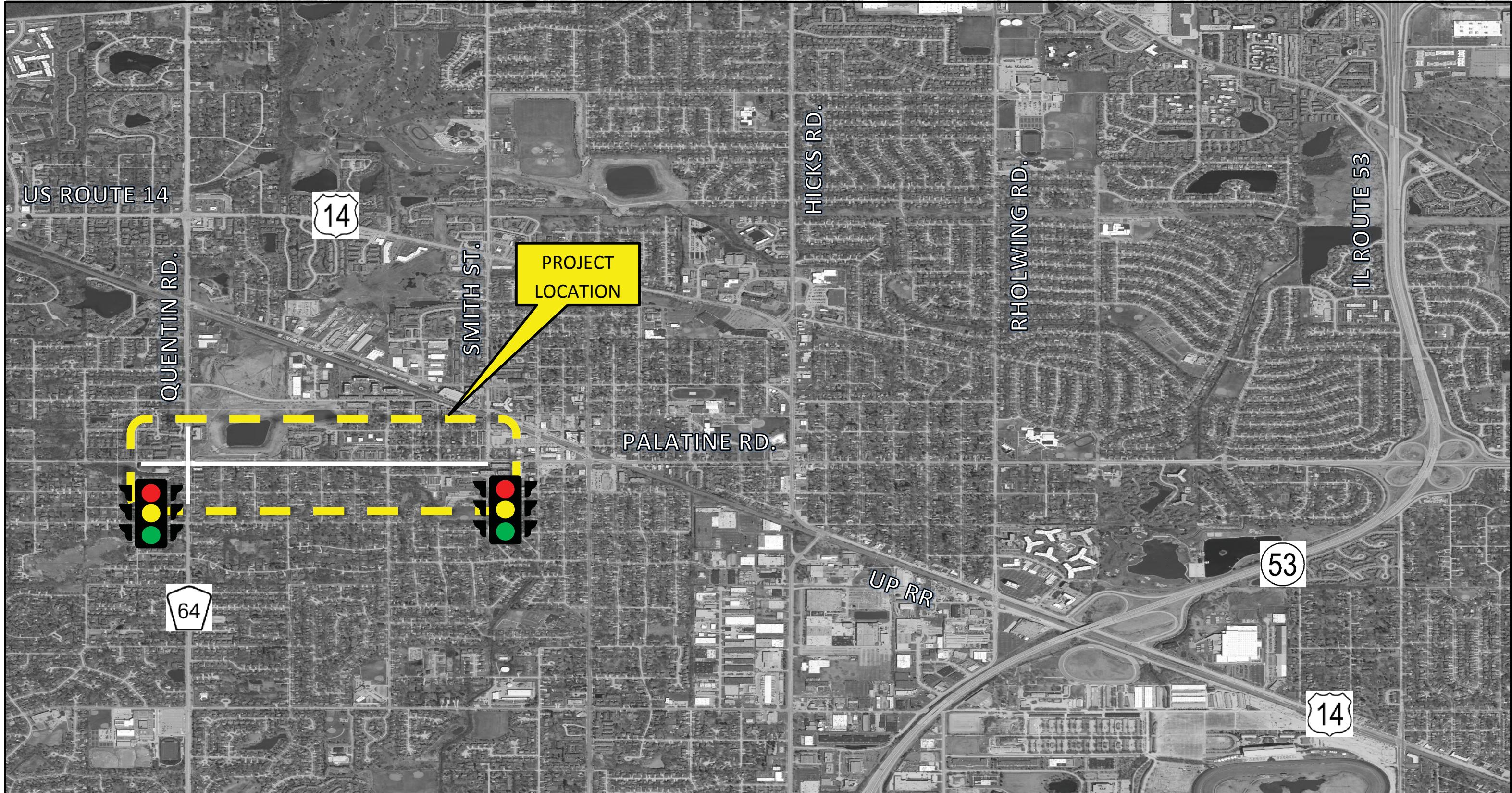
PALATINE ROAD IMPROVEMENT ADJACENT LAND USE MAP

Palatine, Illinois



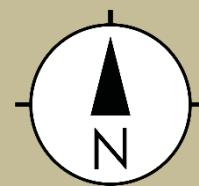
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EXHIBIT 5



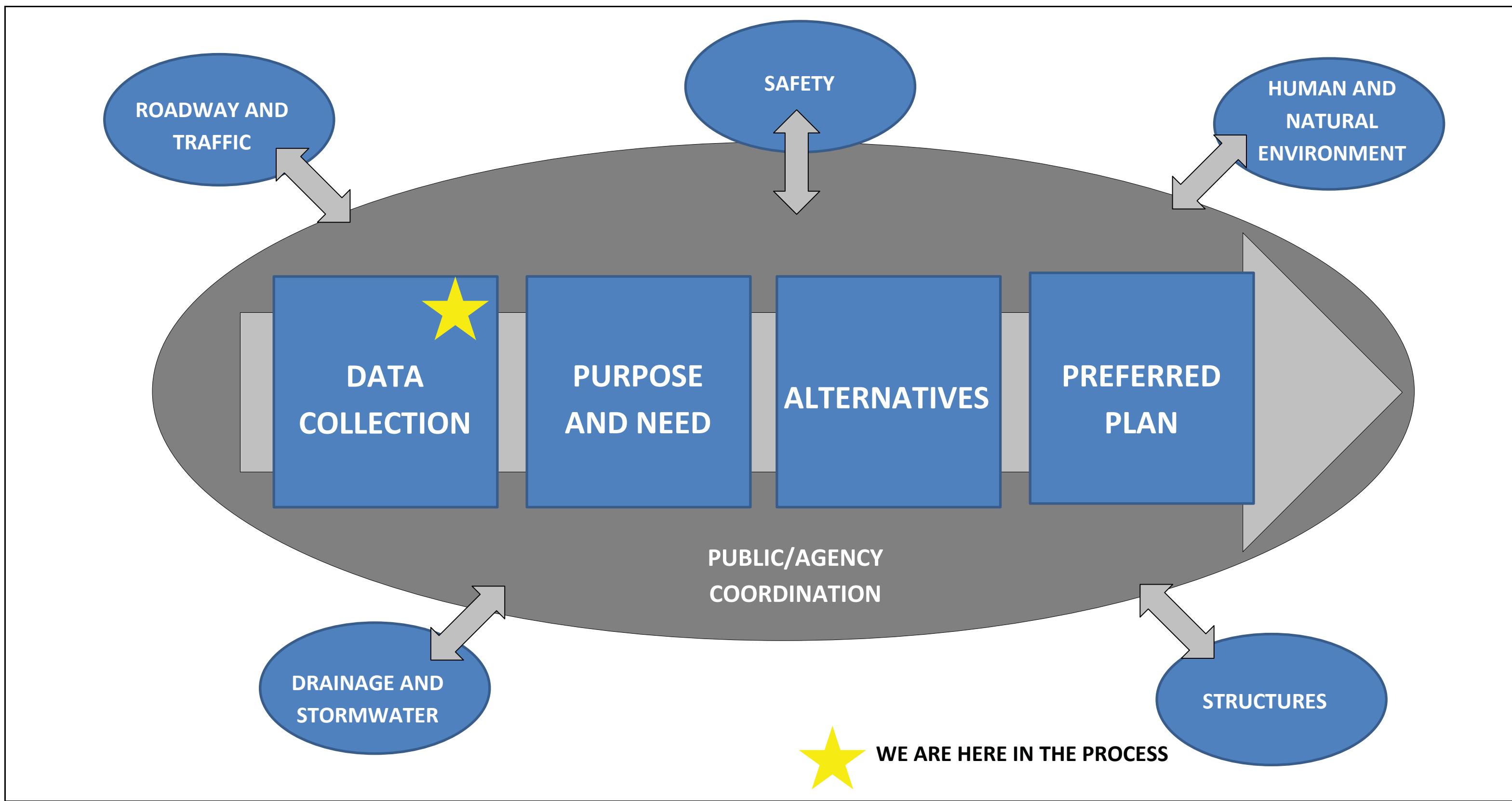
PALATINE ROAD IMPROVEMENT PROJECT LOCATION

Palatine, Illinois



NOT TO SCALE

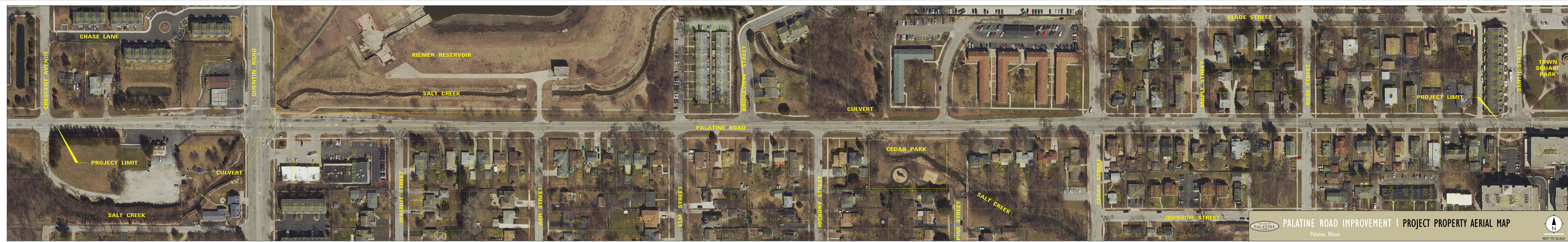
EXHIBIT 5

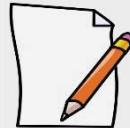


PALATINE ROAD IMPROVEMENT PROJECT PROCESS

Palatine, Illinois







Introduction

Solicit public input on issues and concerns the project should address



We Are Here



Purpose & Need

Establish why the project is needed



Alternatives

Identify and consider alternatives that address the project's Purpose & Need



Screening

Review alternatives to determine if they are reasonable and feasible considering human & natural environmental, engineering, and cost

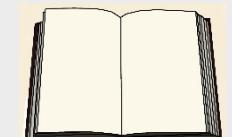


Draft Project Development Report (PDR)

Documents affected environment, range or alternatives and analysis of the impacts

Final PDR

Announce Proposed Action based on comments received on Draft PDR



Public Involvement



Public Information Meeting
(September 2019)

Public Information Meeting
(Summer/Fall 2020)

PALATINE ROAD IMPROVEMENT PUBLIC INVOLVEMENT TIMELINE

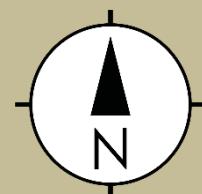
Palatine, Illinois





PALATINE ROAD IMPROVEMENT **PUBLIC RESOURCES**

Palatine, Illinois



NOT TO SCALE

EXHIBIT 5



PALATINE ROAD

PUBLIC INFORMATION MEETING #1 SUMMARY

PHOTOGRAPH LOG

Village of Palatine Village Hall
September 19, 2019
5:00-7:00 P.M.







PALATINE ROAD

PHASE I STUDY



PUBLIC INFORMATION MEETING #2 SUMMARY

Village of Palatine Village Hall
September 16, 2021
5:00-7:00 P.M.

Public Meeting Summary

The second Public Information Meeting for the Palatine Road project was held on Thursday, September 16, 2021 at the Village of Palatine Village Hall – 200 E. Wood Street, Palatine, Illinois from 5:00 P.M. to 7:00 P.M. The meeting was an open house format with large-scale exhibits set up on display; a separate comment area for attendees to provide comments, questions, and concerns were provided.

Representatives from the Village of Palatine and BLA, Inc. were available to discuss the project and answer questions.

Letters were mailed to approximately **1,100** stakeholders, **19** representatives from Local Agencies, and **10** Officials on August 23, 2021. An advertisement for the public meeting was published twice in the local newspaper:

- **Daily Herald – August 26, 2021 and September 9, 2021**

The meeting was attended by 33 people. Fifty-eight (58) comments via comment form or email were received by attendees prior to the closure of Public Comment on October 8, 2021.

The following Agencies were represented:

- **Chicago Metropolitan Water Reclamation District**
- **Illinois Department of Transportation**

The following Municipalities were represented:

- **Village of Palatine**

Other Organizations represented include:

- **Palatine Bike Club**

The fifty-eight (58) comments submitted via comment form or email covered a variety of topics including:

- **Support for Project**
- **Benefits**
- **Trees**
- **Drainage Concerns**
- **Need for Project**
- **Neighborhood Impacts**
- **Opposition to Project**
- **Pedestrian/Bicycle Connectivity**
- **Pedestrian/Bicycle Crossing close to Paddock School**
- **Safety/Speeding**
- **Increase in Traffic**
- **ROW/Property Loss**

Of the comments received:

Support Project	Opposed to Project	Expressed Concerns	General Comment
7	22	13	16

Of the received comments expressing concerns or opposition to the project, the majority of the residents were concerned with the pedestrian/bicycle traffic crossings and connectivity throughout the corridor. The other main concern was regarding traffic along Palatine Road and the perception of the addition of traffic along Palatine Road due to an improvement and the loss of the residential feel. No comments were received regarding the Section 4(f) parcel or impacts of the project to the parcel.

A log of all attendees at the meeting as well as exhibits, brochures, presentations, and all other distributed items is attached as part of this summary.

Sincerely,

BLA, INC.



Matt Cesario, P.E.
Project Manager

Attachments:

- **Attachment 1: Sign-In Sheets**
- **Attachment 2: Mailed Invitation Letter and Notification Area**
- **Attachment 3: Certifications of Publication**
- **Attachment 4: Informational Brochure**
- **Attachment 5: Display Exhibits**
- **Attachment 6: Public Meeting Photos**

VILLAGE *of* PALATINE

PUBLIC MEETING REGISTER

PALATINE ROAD PHASE I ENGINEERING STUDY

Informational Open House Public Information Meeting - September 16th, 2021

Village of Palatine - Village Hall, Community Room B - 5:00 to 7:00 P.M.

Please print your name and address below:

	Name	Address	Phone/E-Mail (optional)
1	ARTHUR PEEKEL	322 W. PALATINE RD	847-934-6717
2	Ron WARNSTEDT	815 W. Drew Ln.	847-991-5234
3	Dawn Lopez	817 W DREW PL	847-917-9760
4	ROBERT SIMONELLI Maureen Simonelli	566 BRIDGEVIEW CT	847-934-0330
5	Khaja Moinuddin	100 E. Erie St Chicago, IL 60611	moinuddink@mwrdr.org
6	MARY ANN MAYWORM	435 W. WEST STR	847-705-9517
7	JOE & DIANA YERBES	45 N. BRIDGEVIEW	847-202-8310
8	Lauren Smith	302 W Palatine Rd	
9	Duane Tompkins	5 S. Elm St.	847-359-7376
10	Jack Peek	242 W. Palatine Rd	317-354-7205
11	MARGARET NABOR	249 W. Pal. Rd	847-358-9006
12	MARY, Patricia EVENSEN	549 W. Palatine Rd	847-963-8003
13	Vicky Olsen	161 N Cedar St Pal.	630-254-4138
14	Ronan Rogers	5 S. Elm St	312-371-1560
15	Gene Pratto	26 S Pine PAL	630-863-1514

VILLAGE *of* PALATINE

PUBLIC MEETING REGISTER

PALATINE ROAD PHASE I ENGINEERING STUDY

Informational Open House Public Information Meeting - September 16th, 2021

Village of Palatine - Village Hall, Community Room B - 5:00 to 7:00 P.M.

Please print your name and address below:

	Name	Address	Phone/E-Mail (optional)
1	Lee Breitzman	539 W Palatine Rd Palatine, IL 60067	ldb9@comcast.net
2	Jennic Arnatys	240 W. Palatine #2E Palatine IL 60067	
3	DAVID SJOLANDER	49 N. BRIDGEVIEW ST PALATINE, IL	DSJOLANDER@GMAIL.COM
4	Reyly Jan Blevens	355 W. Palatine Rd Palatine IL 60067	rbjbruns@comcast.net
5	WILLIAM MEPHAM	28 S. OQUONON PALATINE IL 60067	WMepham@SbcGLOBAL.NET
6	Bill Lehman	317 W. Palatine Rd. Palatine, IL 60067	lehmanb99@yahoo.com
7	Michael & Ann Kennedy	896 S Boardwalk Ct Palatine IL 60067	mkennedy96@gmail.com
8	Robert Andres	106 S. cedar St. Palatine 60067	rjandres106@aol.com
9	Joe Palaz	385 Pine St Palatine IL 60067	Joe.Palaz14@MSN.COM
10	WAYNE MIKES	155 NW Hwy Palatine	WMIKESBIKES@AOL.COM
11	CARMEL PATRICIA ABBATEARDO	16 N. SMITH ST	847-217-5904
12	THOMAS C BRANCHLEY	TRANSPORTATION CCSD15 1100 N. SMITH ST	847-963-3905 847-812-1855
13	Trisha G. Bielecki	310 W Palatine Rd Palatine	
14	Steve Breeze	716 N Franklin Ave Palatine	847-902-8722
15	Michael Fleming	225 W Palatine Rd Palatine	michele.fleming18@gmail.com

VILLAGE *of* PALATINE

PUBLIC MEETING REGISTER

PALATINE ROAD PHASE I ENGINEERING STUDY

Informational Open House Public Meeting - September 16th, 2021

Village Hall - Community Room B - 5:00 to 7:00 P.M.

Please print your name and address below:

	Name	Address	Phone/E-Mail (optional)
16	Justin Olson	311 W Slade St Palatine IL 60067	JBENNETTOLSON@outlook.com
17	Ian Arneson	635 N Palatine Rd	IANARNESON@gmail.com
18	Jerry Balog	203 W Palatine Rd	jerrybalog42@gmail.com
19			
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Palatine Road
Informational Public Meeting

VILLAGE OF PALATINE

DEPARTMENT OF PUBLIC WORKS
148 West Illinois Avenue
Palatine, Illinois 60067
847 705-5200
Fax 847 358-4242

August 23, 2021

Re: **Palatine Road Improvements –Public Information Meeting**

Dear Resident:

The Village of Palatine will hold a Public Meeting concerning the Palatine Road project from Smith Street to Quentin Road.

Date:	Thursday, September 16, 2021
Time:	5:00 P.M. to 7:00 P.M.
Location:	Village of Palatine - Village Hall Community Meeting Room B – Second Floor 200 E. Wood Street Palatine, IL 60067

The meeting will be conducted as an informal open house. The Palatine Road project improvement includes widening and reconstruction with upgrades to traffic signal, sewer and water main, and roadway lighting from Quentin Road to Smith Street. Phase I of the project is ongoing and being processed as a federal Categorical Exclusion. The project does not require relocations but will require right-of-way and easement purchases. Related information will be made available in accordance with the Uniform Relocation Assistance and Real Property Acquisition Regulations for Federal and Federally-Assisted Programs, 49 CFR 24, and IDOT Land Acquisition policies. Proposed storm sewer work within the Salt Creek floodplain has been evaluated in accordance with Executive Order 11988. Representatives of the Village of Palatine and the consultant team will be available at the Public Information Meeting to discuss the impacts to the Margreth Riemer Reservoir as well as the overall status of the project including environmental approvals and land acquisition.

The Village of Palatine is seeking public comments on the overall project and the effects that proposed improvements will have on the Margreth Riemer Reservoir. The Margreth Riemer Reservoir, which is under the jurisdiction of the Metropolitan Water Reclamation District of Greater Chicago but leases land to the Palatine Park District, is a publicly owned park. As such, it is subject to protection under section 4(f) of the U.S. Department of Transportation act of 1966. For the Palatine Road project, the Village of Palatine intends to seek temporary and permanent easements and fee simple right-of-way approval from the Federal Highway Administration based on a determination that the project will not adversely affect the features, attributes, or activities that qualify Margreth Riemer Reservoir for protection under Section 4(f).

Aspects of the Palatine Road project within Margreth Riemer Reservoir will include construction of a new multi-use path and traffic signal equipment at the northeast corner of Palatine Road and Quentin Road. Additionally,

north of Palatine Road between Quentin Road and Merrill Avenue, three existing storm sewer outlets will need to be extended to the north due to the widening of Palatine Road. Mitigation for the multi-use path, traffic signal equipment and storm sewer outlets will include restoration to turf for all disturbed areas. Detailed documentation describing the impacts and mitigation associated with the effects of the Palatine Road project on the Margreth Riemer Reservoir will be available for review at the Public Information Meeting at the date and time listed above, and at the Combined Services Facility at 148 W. Illinois Avenue from Friday, September 17, 2021 to Thursday, September 30, 2021.

In compliance with the American with Disabilities Act and other Federal and State Laws, the Public Meeting will be accessible to those with disabilities. If any additional assistance is required, please contact the Village of Palatine Public Works by telephone at (847) 705-5200 or by email at publicworks@palatine.il.us at least five (5) business days prior to the meeting such that any additional arrangements can be made.

Written statements will be received at the time of the meeting or can be mailed after the meeting to **Matt Barry, Director of Public Works, 148 W. Illinois Avenue, Palatine, IL 60067** or emailed to mbarry@palatine.il.us. Comments and questions are welcome at any time, but to be part of this meeting's record it must be received by the Village on or before September 30, 2021 by 4PM.

Sincerely,



Matt Barry, P.E.
Director of Public Works

VILLAGE OF PALATINE

DEPARTMENT OF PUBLIC WORKS
148 West Illinois Avenue
Palatine, Illinois 60067
847 705-5200
Fax 847 358-4242

August 23, 2021

Re: **Palatine Road Improvements –Public Information Meeting**

Dear Mr. Mike Clark:

The Village of Palatine will hold a Public Meeting concerning the Palatine Road project from Smith Street to Quentin Road.

Date:	Thursday, September 16, 2021
Time:	5:00 P.M. to 7:00 P.M.
Location:	Village of Palatine - Village Hall Community Meeting Room B – Second Floor 200 E. Wood Street Palatine, IL 60067

The meeting will be conducted as an informal open house. The Palatine Road project improvement includes widening and reconstruction with upgrades to traffic signal, sewer and water main, and roadway lighting from Quentin Road to Smith Street. Phase I of the project is ongoing and being processed as a federal Categorical Exclusion. The project does not require relocations but will require right-of-way and easement purchases. Related information will be made available in accordance with the Uniform Relocation Assistance and Real Property Acquisition Regulations for Federal and Federally-Assisted Programs, 49 CFR 24, and IDOT Land Acquisition policies. Proposed storm sewer work within the Salt Creek floodplain has been evaluated in accordance with Executive Order 11988. Representatives of the Village of Palatine and the consultant team will be available at the Public Information Meeting to discuss the impacts to the Margreth Riemer Reservoir as well as the overall status of the project including environmental approvals and land acquisition.

The Village of Palatine is seeking public comments on the overall project and the effects that proposed improvements will have on the Margreth Riemer Reservoir. The Margreth Riemer Reservoir, which is under the jurisdiction of the Metropolitan Water Reclamation District of Greater Chicago but leases land to the Palatine Park District, is a publicly owned park. As such, it is subject to protection under section 4(f) of the U.S. Department of Transportation act of 1966. For the Palatine Road project, the Village of Palatine intends to seek temporary and permanent easements and fee simple right-of-way approval from the Federal Highway Administration based on a determination that the project will not adversely affect the features, attributes, or activities that qualify Margreth Riemer Reservoir for protection under Section 4(f).

Aspects of the Palatine Road project within Margreth Riemer Reservoir will include construction of a new multi-use path and traffic signal equipment at the northeast corner of Palatine Road and Quentin Road. Additionally,

north of Palatine Road between Quentin Road and Merrill Avenue, three existing storm sewer outlets will need to be extended to the north due to the widening of Palatine Road. Mitigation for the multi-use path, traffic signal equipment and storm sewer outlets will include restoration to turf for all disturbed areas. Detailed documentation describing the impacts and mitigation associated with the effects of the Palatine Road project on the Margreth Riemer Reservoir will be available for review at the Public Information Meeting at the date and time listed above, and at the Combined Services Facility at 148 W. Illinois Avenue from Friday, September 17, 2021 to Thursday, September 30, 2021.

In compliance with the American with Disabilities Act and other Federal and State Laws, the Public Meeting will be accessible to those with disabilities. If any additional assistance is required, please contact the Village of Palatine Public Works by telephone at (847) 705-5200 or by email at publicworks@palatine.il.us at least five (5) business days prior to the meeting such that any additional arrangements can be made.

Written statements will be received at the time of the meeting or can be mailed after the meeting to **Matt Barry, Director of Public Works, 148 W. Illinois Avenue, Palatine, IL 60067** or emailed to mbarry@palatine.il.us. Comments and questions are welcome at any time, but to be part of this meeting's record it must be received by the Village on or before September 30, 2021 by 4PM.

Sincerely,



Matt Barry, P.E.
Director of Public Works

NOTIFICATION AREA



INVITATION FOR PUBLIC COMMENTS
IMPACT OF PALATINE ROAD IMPROVEMENTS ON
THE MARGRETH RIEMER RESERVOIR
The Village of Palatine will hold a Public Information Meeting concerning the Palatine Road project on the Palatine Village Hall, 209 E. Wood St., Palatine, IL 60067 from 5 P.M. to 7 P.M. on Thursday, September 16, 2021. The meeting will be conducted as an informal open house. The Palatine Road project improvement includes widening and reconstruction with upgrades to traffic signal, sewer and water main, and roadway lighting from Quentin Road to Smith Street. Phase I of the project is ongoing and being processed as a federal Categorical Exclusion. The project does not require relocations but will require right-of-way and easement purchases. Related information will be made available in accordance with the Uniform Relocation Assistance and Real Property Acquisition Regulations for Federal and Federally-Assisted Programs, 49 CFR 24, and IDOT Land Acquisition policies. Proposed storm sewer work within the Salt Creek floodplain has been evaluated in accordance with Executive Order 11988. Representatives of the Village of Palatine and the consultant team will be available of the Public Information Meeting to discuss the impacts to the Margreth Riemer Reservoir as well as the overall status of the project including environmental approvals and land acquisition.

The Village of Palatine is seeking public comments on the overall project and the effects that proposed improvements will have on the Margreth Riemer Reservoir. The Margreth Riemer Reservoir, which is under the jurisdiction of the Metropolitan Water Reclamation District of Greater Chicago but leases land to the Palatine Park District, is a publicly owned park. As such, it is subject to protection under section 4(f) of the U.S. Department of Transportation act of 1966. For the Palatine Road project, the Village of Palatine intends to seek temporary and permanent easements and fee simple right-of-way approval from the Federal Highway Administration based on a determination that the project will not adversely affect the features, attributes, or activities that qualify Margreth Riemer Reservoir for protection under Section 4(f).

Aspects of the Palatine Road project within Margreth Riemer Reservoir will include construction of a new multi-use path and traffic signal equipment at the northeast corner of Palatine Road and Quentin Road. Additionally, north of Palatine Road between Quentin Road and Merrill Avenue, three existing storm sewer outlets will need to be extended to the north due to the widening of Palatine Road. Mitigation for the multi-use path, traffic signal equipment and storm sewer outlets will include restoration to turf for all disturbed areas. Detailed documentation describing the impacts and mitigation associated with the effects of the Palatine Road project on the Margreth Riemer Reservoir will be available for review at the Public Information Meeting of the date and time listed above, and at the Combined Services Facility, 148 W. Illinois Avenue from Friday, September 17, 2021 to Thursday, September 30, 2021. All persons interested in this project are invited to attend this meeting. Persons with a disability planning to attend this meeting should contact the individual listed below at least five (5) business days prior to the meeting such that any additional arrangements can be made. If special accommodations are required, the contact person should be informed at the time of contact. The meeting room is accessible to persons with a disability.

In addition to providing comments at the Public Information Meeting, interested persons may provide comments as follows:

Call: Matt Barry at the Public Works Department at 847-705-5200

E-mail: mbarry@palatine.il.us

Deliver: Department of Public Works Building at 148 W. Illinois Ave, Palatine, IL 60067

All public comments are due by 4:00 P.M. on Thursday, September 30, 2021.

Matt Barry, P.E.
Director of Public Works
Village of Palatine

Published in Daily Herald August 26, Sept 9, 2021 (4569219)

CERTIFICATE OF PUBLICATION Paddock Publications, Inc.

Northwest Suburbs Daily Herald

Corporation organized and existing under and by virtue of the laws of the State of Illinois, DOES HEREBY CERTIFY that it is the publisher of the **Northwest Suburbs DAILY HERALD**. That said **Northwest Suburbs DAILY HERALD** is a secular newspaper, published in Arlington Heights and has been circulated daily in the Village(s) of: Arlington Heights, Barrington, Barrington Hills, Bartlett, Buffalo Grove, Deer Park, Des Plaines, Elk Grove, Franklin Park, Glenview, Hanover Park, Hoffman Estates, Inverness, Melrose Park, Morton Grove, Mt Prospect, Niles, Northbrook, Northfield, Northlake, Palatine, Park Ridge, Prospect Heights, River Grove, Rolling Meadows, Rosemont, Schaumburg, Schiller Park, South Barrington, Streamwood, Wheeling, Wilmette

County(ies) of Cook

and State of Illinois, continuously for more than one year prior to the date of the first publication of the notice hereinafter referred to and is of general circulation throughout said Village(s), County(ies) and State.

I further certify that the Northwest Suburbs DAILY HERALD is a newspaper as defined in "an Act to revise the law in relation to notices" as amended in 1992 Illinois Compiled Statutes, Chapter 715, Act 5, Section 1 and 5. That a notice of which the annexed printed slip is a true copy, was published 08/26/2021, 09/09/2021 in said Northwest Suburbs DAILY HERALD.

IN WITNESS WHEREOF, the undersigned, the said PADDOCK PUBLICATIONS, Inc., has caused this certificate to be signed by, this authorized agent, at Arlington Heights, Illinois.

PADDOCK PUBLICATIONS, INC.
DAILY HERALD NEWSPAPERS

BY Paula Baltz
Designee of the Publisher and Officer of the Daily Herald

Control # 4569219

CONTACT INFORMATION

MATTHEW CESARIO, P.E.

BLA PROJECT MANAGER

630-438-6400

mcesario@bla-inc.com

MATT BARRY
DIRECTOR OF PUBLIC WORKS
847-705-5200
mbarry@palatine.il.us

GEORGE RUPPERT
VILLAGE ENGINEER
847-705-5200
gruppert@palatine.il.us

**VILLAGE OF
PALATINE**

200 EAST WOOD STREET

PALATINE, ILLINOIS 60067

PALATINE ROAD IMPROVEMENTS

SMITH STREET TO QUENTIN ROAD

PUBLIC INFORMATION MEETING

SEPTEMBER 16, 2021
5:00PM - 7:00PM

VILLAGE HALL
COMMUNITY MEETING ROOM B
200 E. WOOD STREET - PALATINE, IL 60067

**VILLAGE OF
PALATINE**

EXHIBIT 6

PALATINE ROAD IMPROVEMENTS

PURPOSE OF THE MEETING

The purpose of this public meeting is to introduce the preferred alternative for the Palatine Road project. In addition, the meeting is to seek public comment on the effects the proposed improvements will have on the Margreth Riemer Reservoir.

PREFERRED ALTERNATIVE

The preferred alternative is reconstructing Palatine Road from Quentin Road to Smith Street providing a three-lane, curb and gutter roadway cross section. Additional improvements include:

- dedicated left turn lanes at Quentin Rd, Cedar St, Maple St and Smith St;
- dedicated right turn lanes at Quentin Rd;
- modernized traffic signals at Quentin Rd and Smith St;
- sidewalk replacement/construction; multi-use path construction;
- storm sewer improvements.

SECTION 4(F)

The Margreth Riemer Reservoir, under the jurisdiction of the Metropolitan Water Reclamation District of Greater Chicago but leases land to the Palatine Park District, is a publicly owned park. As such, it is subject to protection under section 4(f) of the U.S. Department of Transportation act of 1966. For this project, the Village intends to seek temporary and permanent easements and fee simple right-of-way approval from the Federal Highway Administration based on a determination the project will not adversely affect the features/activities that qualify Margreth Riemer Reservoir for protection under Section 4(f).



WE ARE HERE IN THE PROCESS

TIMELINE

2019-22

PHASE I - PLANNING PROCESS
PRELIMINARY ENGINEERING
ENVIRONMENTAL STUDY
COMBINED DESIGN REPORT

2022-23

PHASE II - DESIGN
PLAN PREPARATION
LAND ACQUISITION

2024-25

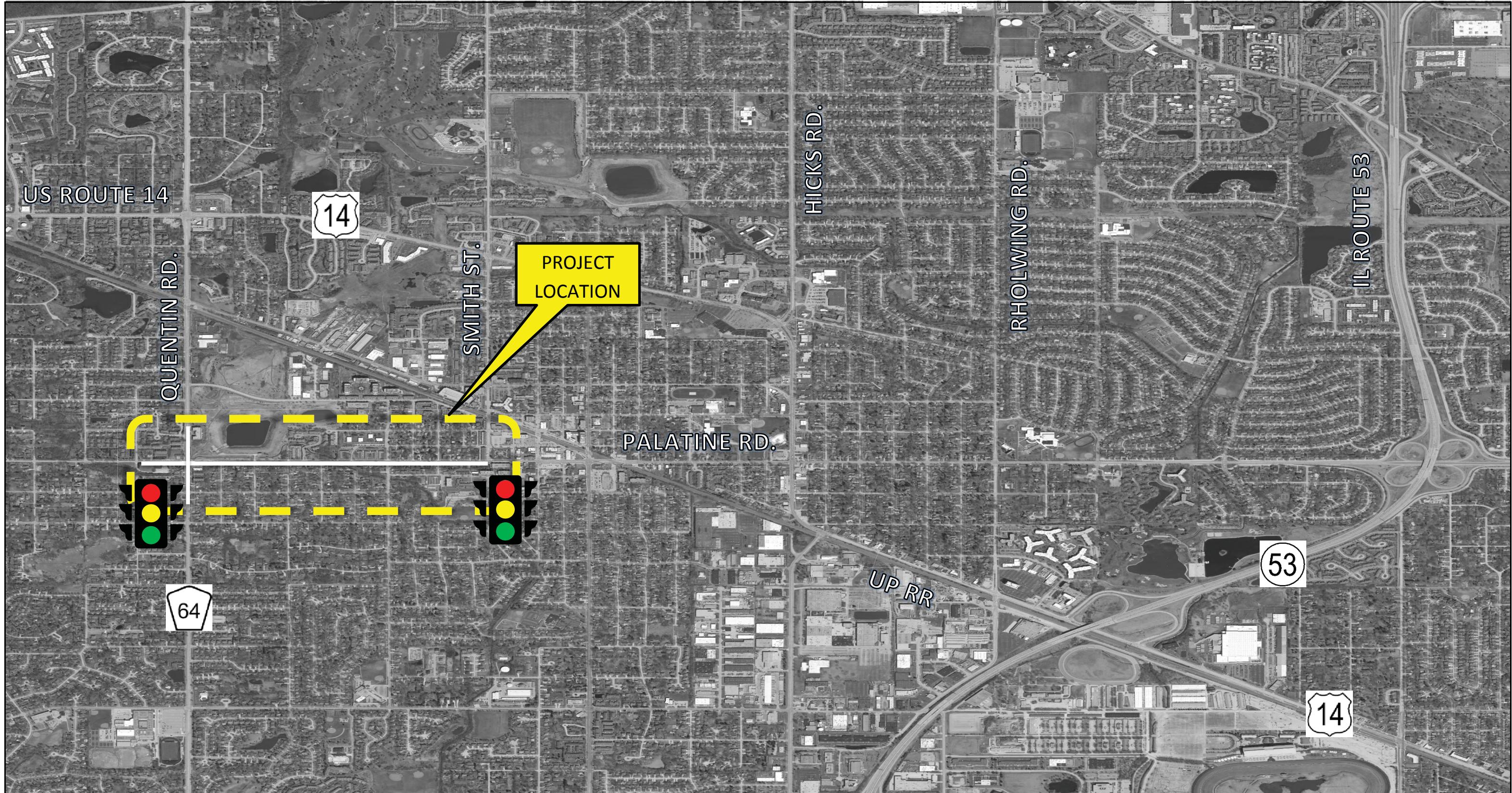
PHASE III - CONSTRUCTION

PROJECT CONSTRUCTION DEPENDS ON FUNDING

PUBLIC INPUT

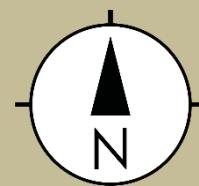
The Village of Palatine is looking to gather input and information from the community and public. Comments and questions are welcome at any time, but must be received by the Village on or before **October 8, 2021** by close of business to be part of the project record.

Written comments and questions can be submitted during the meeting, mailed to the Village at the address on the backside of this brochure to the attention of Mr. Matt Barry, Palatine's Director of Public Works, or emailed to mbarry@palatine.il.us.



PALATINE ROAD IMPROVEMENT PROJECT LOCATION

Palatine, Illinois



NOT TO SCALE

EXHIBIT 6



**VILLAGE OF PALATINE PARK DISTRICT
METROPOLITAN WATER RECLAMATION DISTRICT
MARGRETH RIEMER RESERVOIR PARK**

SALT CREEK

FILE NAME : F:\VOC\070_P111111.DAT

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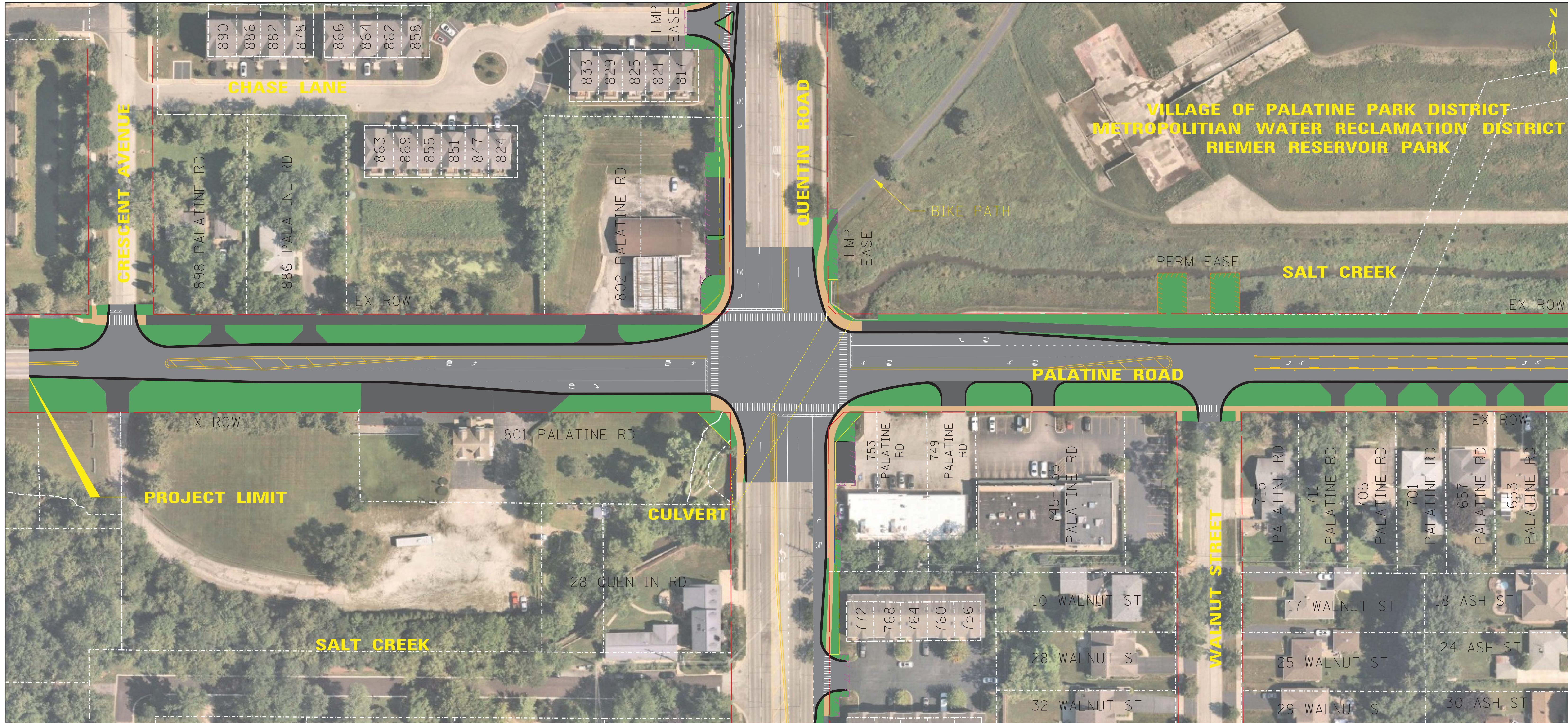
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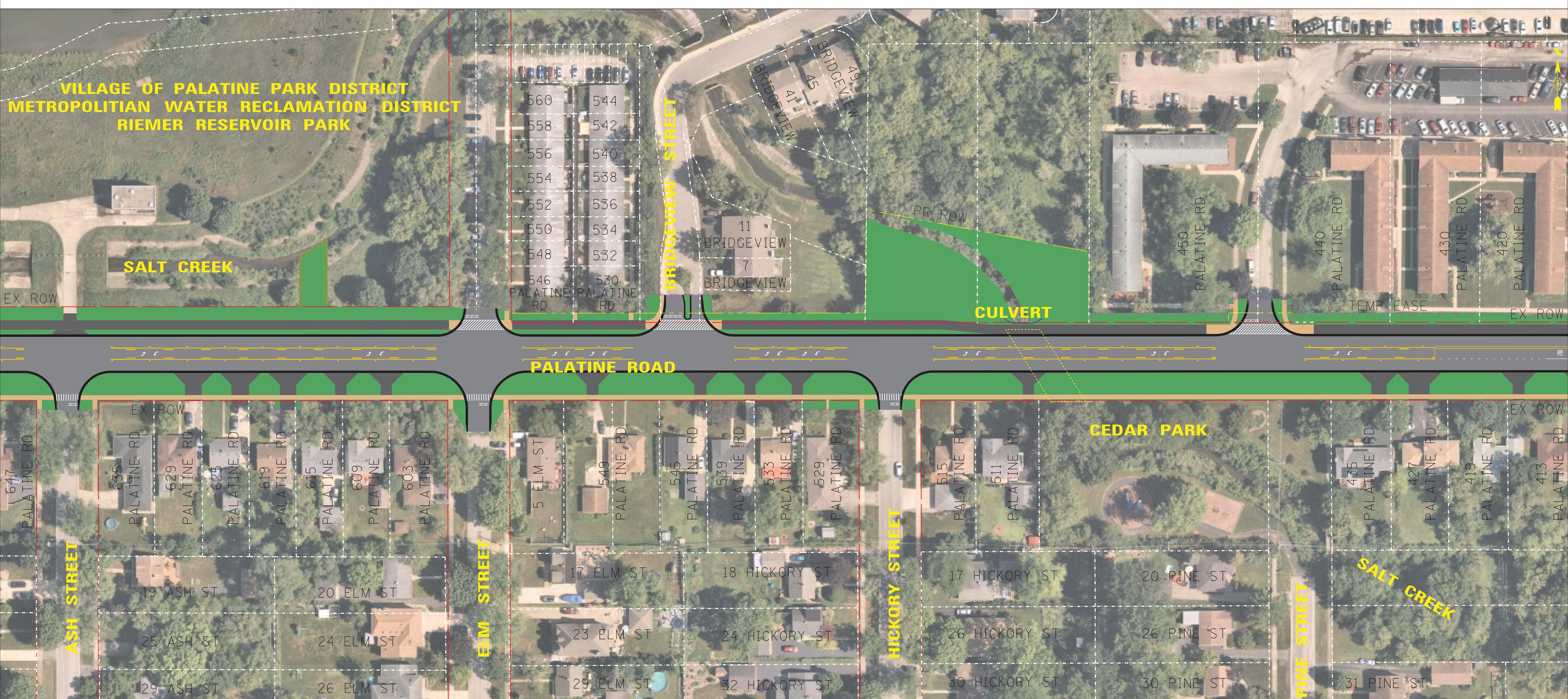
**STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION**

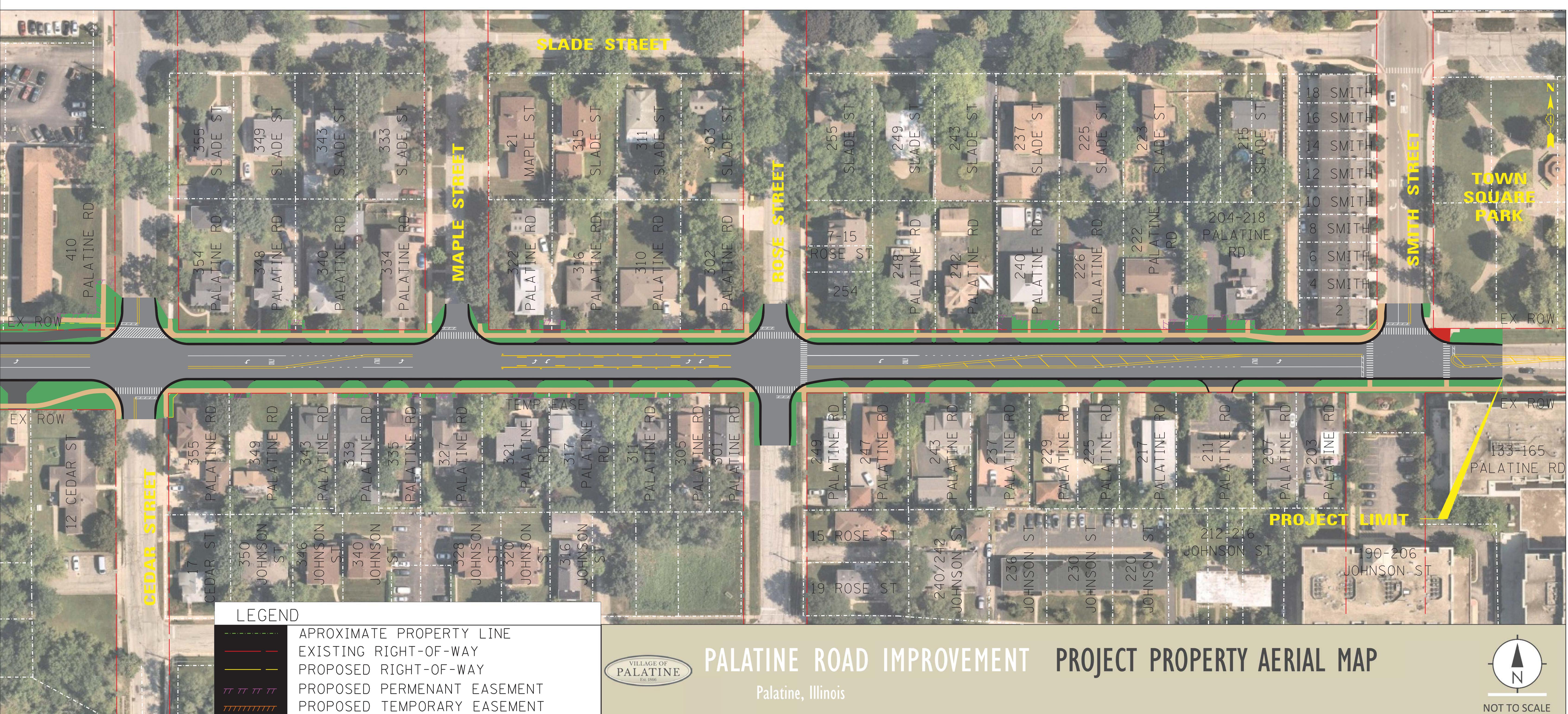
**PALATINE ROAD
PUBLIC INFORMATION MEETING 4F PARCEL EXHIBIT**

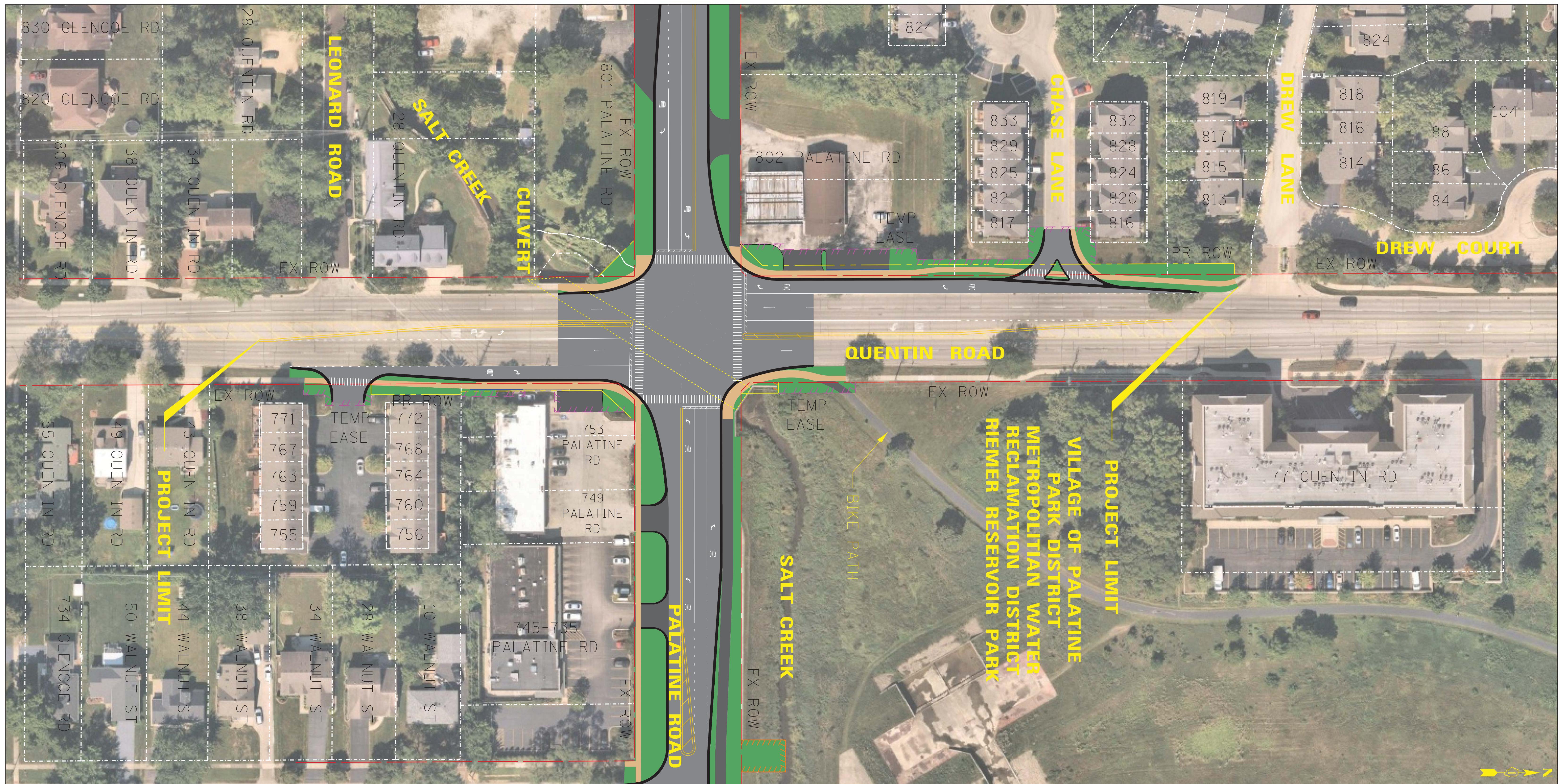
F.A.U. RTE.	SECTION	COUNTY	TOTAL SHEETS	HEET NO.
1285	17-00102-00-PV	COOK		
		CONTRACT NO.		
		ILLINOIS	FED. AID PROJECT	

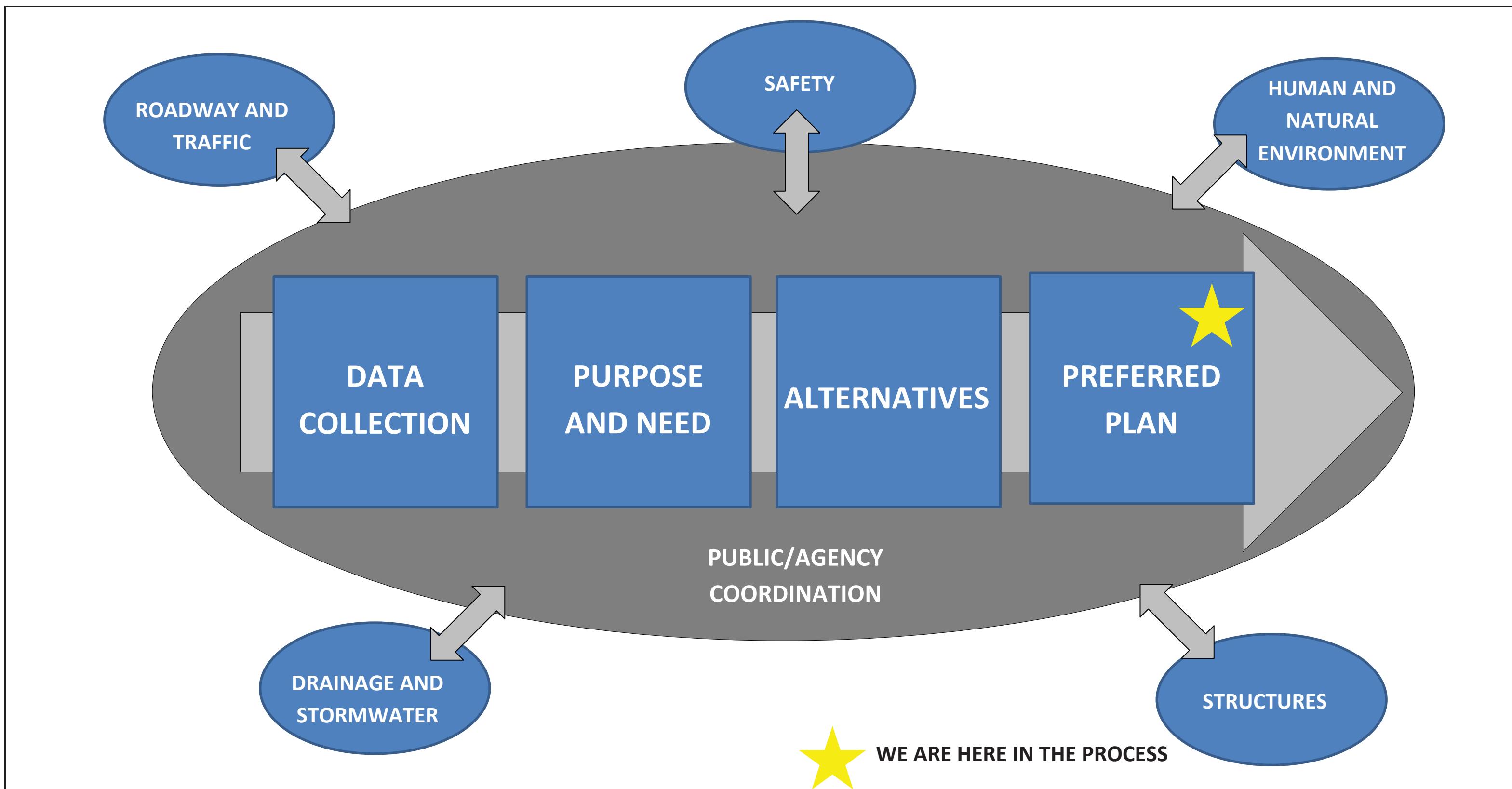
S FED. AID PROJECT
EXHIBIT 6











PALATINE ROAD IMPROVEMENT PROJECT PROCESS

Palatine, Illinois



PALATINE ROAD

PUBLIC INFORMATION MEETING #2 SUMMARY

PHOTOGRAPH LOG

Village of Palatine Village Hall
September 16, 2021
5:00-7:00 P.M.



P VILLAGE OF PALATINE

VILLAGE OF PUBLIC WORKS
148 West Illinois Avenue
Palatine, Illinois 60067
847 705-5200
Fax 847 358-4242

November 30, 2021

Mr. Michael Clark
Executive Director
Village of Palatine Park District
250 E. Wood Street
Palatine, IL 60067

Dear Mr. Clark:

The Village of Palatine Public Works is nearing the completion of preliminary engineering and environmental studies (Phase I) for the proposed improvements of Palatine Road from Quentin Road to Smith Street. The proposed project consists of widening and reconstructing Palatine Road from a 2-lane to a 3-lane cross section from Quentin Road to Smith Street. The intersection of Quentin Road at Palatine Road includes the construction of right turn lanes on all approaches to improve the traffic capacity of the intersection as well as safety. The intersection of Smith Street at Palatine Road will be widened to provided consistent lane widths through the intersection. All improvements are to be on the existing alignment. The project also includes the construction of a multi-use path along the Palatine Road north right of way and a sidewalk along the south right of way.

Phase I of the project is ongoing and being processed as a state Categorical Exclusion. The project does not require relocations but will require right-of-way and easement purchases. Related information will be made available in accordance with the Uniform Relocation Assistance and Real Property Acquisition Regulations for Federal and Federally-Assisted Programs, 49 CFR 24, and IDOT Land Acquisition policies. The Margreth Riemer Reservoir, which is under the jurisdiction of the Metropolitan Water Reclamation District of Greater Chicago (MWRDGC) but leases land to the Palatine Park District, is a publicly owned park. As such, it is subject to protection under section 4(f) of the U.S. Department of Transportation act of 1966. For the Palatine Road project, the Village of Palatine intends to seek temporary and permanent easements and fee simple right-of-way approval from the Federal Highway Administration based on a determination that the project will not adversely affect the features, attributes, or activities that qualify Margreth Riemer Reservoir for protection under Section 4(f).

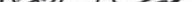
There are two impacted areas of the Palatine Road project within Margreth Riemer Reservoir. Area One is the north side of Palatine Road from Quentin Road to east of Ash Street. This area of the MWRDGC property that is impacted consists of vegetated open space with no direct recreational use, a berm, and Salt Creek which runs east-west parallel to Palatine Road. A village owned sidewalk is located in this area and encroaches the MWRDGC property right of way for approximately 300 feet west of Walnut Street. Within this section there are also three existing storm outlets carrying storm water from the south side of Palatine Road to the north side and ultimately to Salt Creek.

Area Two of impact is on the east side of Quentin Road from Palatine Road north approximately 110 feet. This area of the MWRDGC property contains the headwall of a diagonally crossing culvert of the Salt Creek

Palatine Road from Quentin Road to Smith Street
Cook County

Concurrence on determination of no adverse effects to Park District 4(f) lands

Concur

X .

Do Not Concur

Michael Cimino

Name _____

Executive Director

Date

12.1-21

Comments