



Post Office Box 299
Peru, Illinois 61354

March 27, 2025

Mayor Ken Kolowski,
Peru City Clerk, and
Aldermen of the City of Peru

RE: Petition of Peru GKD Partners, LLC
3940 IL Route 251, Peru, IL (Part of PIN# 17-05-410-015)
Continuation of March 19, 2025 hearing

Gentlemen:

The Planning/Zoning Commission of the City of Peru reconvened Wednesday, March 26, 2025, at 5:00 p.m. in the City Municipal Building, 1901 Fourth Street, Peru, IL, as a continuation of the March 19, 2025 hearing to consider the Petition of Peru GKD Partners, LLC ("Petitioner") concerning a portion of property generally located at 3940 IL Route 251 in the City of Peru, Illinois, commonly known as the "Peru Mall," legally described as follows:

Part of lot 3 in the Re-Subdivision of Lots 1, 3, 5, 6, 7, 8, 9, 10, 11, 12, 13 & 14 in the Peru Mall Subdivision in the City of Peru, Illinois described as follows:

Commencing at the Northeast Corner of said Lot 3; thence South 00 degrees 40 minutes 31 seconds East 57.88 feet on the Westerly Right-of-Way Line of Illinois Route 251 to the Point of Beginning; thence continuing South 00 degrees 40 minutes 31 seconds East 163.85 feet on said Right-of-Way Line; thence South 89 degrees 19 minutes 29 seconds West 205.58 feet; thence North 00 degrees 40 minutes 31 seconds West 163.85 feet; thence North 89 degrees 19 minutes 29 seconds East 205.58 feet to the Point of Beginning containing 0.773 acres, more or less.

PIN# 17-05-410-015 (pt) (hereinafter, "Outlot A")

Petitioner seeks to create a new 0.773± acre lot to be known as "Outlot A" located upon the Northeast portion of the Peru Mall site to sell for development as a single tenant retail or restaurant use occupying not more than 2,500 sq. ft., and seeks the following relief, to wit:

- (1) Approval of the Preliminary Plat of Peru Mall Outlot 1st Subdivision to the City of Peru, Illinois;

(2) Approval of the Final Plat of Peru Mall Outlot 1st Subdivision to the City of Peru, Illinois; and

(3) For such other and further relief deemed necessary or appropriate.

The Property is zoned B-2, Community Shopping District.

Planning/Zoning Commission Members Miller, Lucas, Kalsto, Jones, Grabowski, Brady, and Becker were all present at the hearing. No Members were absent.

Evan Shtulman, Vice President of Leasing at GK Real Estate, appeared on behalf of Petitioner remotely via Teams and was sworn. James Armstrong from Chamlin & Associates also appeared on behalf of Petitioner in person and was sworn.

Mr. Shtulman testified that, since the last hearing, he had spoken with Corporation Counsel, Scott Schweickert, and received his letter recommending the Petition be denied.

A copy of Attorney Schweickert's letter dated March 25, 2025, was received into the record and is attached hereto as "Exhibit D."

Mr. Shtulman continues to believe there is a disconnect between the requests Petitioner seeks to make with the plat and the actual modifications to the property within the plat. He agrees Outlot A, as it sits today, is undevelopable without modifications to the existing drainage improvements, access, and perimeter roads. Petitioner desires to sell Outlot A to a developer with the understanding that those items will need to be addressed. If those items need to be addressed prior to plat approval, he does not see a path forward. The potential buyer they are currently working with intends to develop a Starbucks, which would be significantly different from other developments in terms of building size, drive-through, and traffic impacts. He is trying to determine if there is a path forward for the City to approve the plat and then address those items at the permitting stage before allowing any development to occur.

Chairman Miller said one of the City's concerns is that some of the modifications needing to be made, such as drainage, would need to be done outside of Outlot A and who would be responsible. Mr. Shtulman agreed there are potentially many items that would need to get addressed off-site. In the instant transaction scenario, the developer potentially purchasing Outlot A would be responsible for any on-site or off-site improvements the City would require. Any off-site improvements would require the Petitioner's consent.

In response to Chairman Miller, City Director of Engineering and Zoning, Eric Carls, noted he had spoken to the potential developer and Mr. Shtulman about his concerns and his position remains unchanged. Consent would need to be given by Petitioner or another property owner for off-site improvements, which the City has no control over. The City also has no control over any restrictive covenants Petitioner may put in place.

Engineer Carls said the City's preliminary plat process is very clear and applies to any subdivision. There are certain requirements that need to be checked, and he has relayed those requirements to Petitioner and the potential developer. None of the required and requested information has been provided as part of this Petition. Moreover, none of his concerns have been addressed relating to the regional/on-site detention facility, exterior access road, utilities and easements for water, sewer, or lighting. In Engineer Carls opinion, if Outlot A were created and this burden were placed on the developer, these off-site costs could be equal to or greater than the on-site development costs. These

extreme costs would end up preventing any development from occurring upon Outlot A. Those improvements should be made up-front as part of a more comprehensive redevelopment plan. Engineer Carls further discussed his concerns with piecemeal redevelopment. He questioned if this would be the only outlot created, or if the City be approached with requests to create more outlots in the future? Will they vary in size? Will these items remain unaddressed and pushed off onto someone else?

Engineer Carls reiterated that the Petition does not address the basic requirements of the City's preliminary plat process, which Carls outlined in his March 18, 2025, recommendation letter. It remains his recommendation to deny the relief sought by Petitioner.

In response to Chairman Miller, Attorney Schweickert concurred with Engineer Carls recommendation to deny, referring to the additional reasons outlined in his own recommendation letter. Attorney Schweickert said he visited the site the day before to look at the drainage system. He noted the Re-Subdivision of Lots 1, 3, 5, 6, 7, 8, 9, 10, 11, 12, 13 & 14 in the Peru Mall Subdivision, has existed since the plat was approved back in the late 1970s and encompasses much more area than the immediate Peru Mall site. It extends north past 38th Street, and the parking area for those businesses all drain south under the roadway and through the drainage easement on Outlot A. Modifications to this drainage easement would have significant impacts to multiple businesses, many of which are outside of the immediate Peru Mall site.

James Armstrong noted the need for stormwater and traffic studies were discussed previously but sought to get a clearer understanding of what evaluations would be required to develop the site. Engineer Carls agreed there is a set of standards a developer would need to abide by to develop Outlot A. However, the issue here is there are existing improvements the serve the existing development that need to be addressed and relocated outside of Outlot A's footprint. Regardless of what the development is, Petitioner still has to provide for the relocation of the existing detention, utilities, and access. Those items need to be addressed in order for him to recommend the creation of a lot that would be buildable without impact. In response to questioning from Mr. Armstrong, Engineer Carls confirmed Petitioner would need to submit a proposed design showing how these impacts outside Outlot A are going to be addressed. Engineer Carls added that approval of any plat would be contingent on those items being taken care of, which was relayed to the Petitioner and proposed developer.

Engineer Carls noted if the proposed developer had come and participated jointly with Petitioner in this process, it may have provided clarity to the Planning/Zoning Commission, but Petitioner did not desire to do that. That's fine, but the Petitioner needs to understand that these on-site and off-site impacts need to be addressed simultaneously and done prior to the City allowing the lot to be created.

In response to Mr. Armstrong, Mr. Shtulman said he understood what is being requested of Petitioner by the City, but said the disconnect arises because that is not how the current transaction is being done. The contract purchaser is paying a certain price for Outlot A based on the present condition with all necessary improvements – the drainage, utilities, ring road both on-site and off-site - being at buyer's cost. If Petitioner was creating a shovel ready site, the purchase price would be different.

Engineer Carls noted the City does not get involved in the transaction between the owner and developer. His concern is to address impacts that exist due to the proposed creation of the outlot. Carls reiterated that consent is needed from Petitioner for off-site improvements, and the City has no control over whether that consent is going to be given. These items need to be addressed upfront.

Mr. Shtulman responded the City has control over permitting and could refuse to issue a permit if the off-site improvements are not addressed. Engineer Carls replied he would not recommend the Planning/Zoning Commission or City Council approve the creation of a lot he knows, as it exists, will never receive a permit from his office without those items being addressed. Mr. Shtulman said Petitioner agrees, nothing should be built there without those items being addressed.

Chairman Miller said it is very clear what is required by the City and does not see this moving forward.

There were no public comments or objections.

Chairman Miller moved, and Member Lucas seconded, to recommend that the City Council deny the relief sought by Petitioner. The motion passed unanimously: 7 aye, 0 nay, and 0 Members absent.

Respectfully submitted,

CARY MILLER, Chairman of the
Planning/Zoning Commission



CITY OF PERU

Scott J. Schweickert
Corporation Counsel



Office: (815) 224-6020
Fax: (815) 223-9381

March 25, 2025

1901 4th Street
Peru, IL 61354
SSchweickert@peru.il.us

City of Peru
Planning and Zoning Commission
1901 4th Street
Peru, IL 61354

RE: Petition of Peru GKD Partners, LLC
Peru Mall Outlot 1st Subdivision
Part of PIN# 17-05-410-015

Dear P/Z Commission Members:

Following the 3/19/25 hearing on this Petition and having had the opportunity to review the relevant materials and City Codes, and to discuss the issues involved with Petitioner and the contract purchaser's developer, it is my recommendation that you recommend the City Council deny all relief sought by the Petitioner.

Beyond a complete lack of submittal documents required under the City's Subdivision Ordinance for a preliminary plat (Section 3.01) and final plat (Section 4.01) approval, I am providing this letter to address drainage specifically as just one basis for denial.

History of the Site

The Subject Property (proposed "Outlot A") was originally included as part of Lot 14 in Peru Mall Subdivision, recorded 7/2/1974 as Doc. No. 604947 (Corrected by Doc. No. 625460 recorded 4/1/1976).

As development progressed at the Peru Mall, the Subject Property was included as part of Lot 3 on the plat for the "Resubdivision of Lots 1, 3, 5, 6, 7, 8, 9, 10, 11, 12, 13 & 14 in the Peru Mall Subdivision in the City of Peru, Illinois" recorded 6/12/1978 as Doc. No. 657490.

Petitioner now seeks to resubdivide a portion of the 1978 Resubdivision Plat to create a single additional lot, "Outlot A," consisting of approximately 0.773 acres.

Nature & Extent of the Utility and Drainage Easement

The 1978 Resubdivision Plat established a *Utility and Drainage Easement* along most of the east property line for the entire subdivision (See Exhibit A). This easement, which is 40' wide at its minimum width, curves to the west following the as-built external ring road to approximately 140' wide along the north boundary of the proposed Outlot A. (See proposed plat). When taking into

account this easement and the building setbacks on the proposed plat for Peru Mall Outlot 1st Subdivision, the buildable space upon the 0.773 acre Outlot A is reduced to approximately 0.315 acres, of which approximately 0.13 acres of the buildable space is presently occupied by the external ring road providing access throughout the entirety of the Peru Mall development.

Under the terms of the easement grant, as provided on Exhibit A, the subdivider/grantor/then-owner of the Peru Mall reserved for itself: “(i) the use of the surface of the Property; (ii) the right to construct, install, operate, use, maintain, repair, replace, renew, rebuild and remove, underground lines and facilities to provide service to Grantor’s shopping center, such as storm and sanitary sewers, water and gas mains and pipes, wires conduits and cables, under over, across and along the Property, ***so long as such lines and facilities do not interfere with or endanger underground lines, equipment and facilities of [City] now or hereafter construct on such property in accordance with the terms of this Grant of Easement; ... Grantor further reserves the right to relocate the easements granted herein and the facilities located therein, at Grantor’s sole cost and expense.***”

The portion of the easement encroached upon by Outlot A includes a significant part of a drainage/detention basin, a concrete feeder drain for the northeast part of the Peru Mall parking lot, and part of the concrete ditch that serves the Peru Mall Subdivision and surrounding area. While no comprehensive drainage plan or materials were provided to the City by the Petitioner, my personal observations of the Peru Mall Subdivision drainage system reveals that the existing drainage facilities upon Outlot A serve a much larger area. At a minimum, the north parking area of the Peru Mall, First Federal Saving Bank, Everest Custard and Bubble Tea, part of 38th Street, and a significant portion of Dollar Tree, Ashley Furniture, Hobby Lobby shared parking lot north of 38th Street all drain through the existing drainage facilities located upon the proposed Outlot A. Any modification or reduction in capacity to these drainage facilities would have a negative impacts on these businesses and the surrounding area.

Petitioner has suggested that development of Outlot A is merely speculative but, given the limited buildable space, any development of Outlot A would almost certainly require modifications to the drainage facilities (and internal roadways). If Petitioner acknowledged its responsibilities with regard to the existing drainage easement and facilities, and did not anticipate or intend for a specific development upon Outlot A, it would have drawn the boundaries of Outlot A to avoid the drainage and utility easement all together. However, the City is aware of a proposed development and know these drainage facilities will be impacted. Moreover, Petitioner has provided no indication that it intends to perform any of the required modifications to preserve the existing drainage and traffic plans that serve the entire subdivision, but instead intends to pass these obligations on to a unsuspecting buyer.

City’s Subdivision Ordinance Requirements

The City’s Subdivision Ordinance requires any subdivision to provide for an adequate system of storm water drainage by constructing facilities that will adequately drain the development, protect roadway pavements, and will prevent the accumulation of storm water at any place under normal conditions (*See 11.09A.*).

The Subdivision Ordinance also requires the submission of a comprehensive drainage plan incorporating the City’s drainage regulations accompanied by maps or other descriptive material showing:

1. The extent and area of each watershed tributary to the drainage channels in the subdivision.

2. The street storm sewers and other storm drains to be built, the basis of their design, the outfall and outlet locations and elevations, the receiving stream or channel and its high-water elevation, and the functioning of the drains during high-water elevations.
3. Existing streams and flood water runoff channels to be maintained and new channels to be constructed, their location, cross sections, and profiles.
4. Existing culverts and bridges, drainage areas, elevation and adequacy of waterway openings, new culverts and bridges to be built, their materials, elevations, waterway openings, and basis of design.
5. Existing detention ponds and basins to be maintained, enlarged, or otherwise altered and new ponds or basins to be built with dams and their design (*See* 11.09C.).

Petitioner has failed to provide any such drainage plan or supporting materials.

Section 11.09D. – Construction Requirements for Detention Ponds, provides:

5. Responsibility of Maintenance of Detention Ponds. ***The responsibility for maintenance during construction and thereafter shall be the responsibility of the developer/owner.***
 - a. ***Maintenance shall consist of, but shall not be limited to, the clean up of accumulated debris, flotsam, or other materials*** and also the control of the growth of obnoxious weeds or the creation of conditions which support the growth of mosquitos or other insects.
 - b. ***Maintenance shall also consist of proper repairs to such items as inlet structures, outlet structures, side slopes, or other elements of the facility.***

The Petitioner has an ongoing obligation to maintain the detention areas and facilities.

Section 11.09E. of the Subdivision Ordinance also authorizes the City to require periodic inspections of storm water storage basins and to require ***the owner restore, repair, or properly maintain any such basin which does not retain its original storage capacity.*** All costs of these inspections, maintenance, repairs are the Owner's responsibility. In event that the owner does not comply, "the City may perform such restoration, repair, or maintenance work as may be necessary to return such storm water storage basin to its original storage capacity; and the cost thereof shall be a lien in favor of the City upon the lots, tracts, or parcels benefited by the storm water storage basin and the City may file with the Recorder of Deeds of LaSalle County, Illinois, a notice of lien citing this paragraph describing the necessary work performed and the reasonable cost thereof to the City. The lien may be foreclosed pursuant to the Illinois Compiled Statutes. The owner of the storm water storage basin may also be fined as set forth in this Ordinance."

The Petitioner has an ongoing obligation to maintain stormwater storage basins and facilities at their original storage capacity.

Conclusion

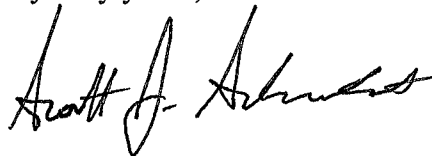
Based on the foregoing, I recommend that the Planning/Zoning Commission advise the City Council to deny the Petition to resubdivide Lot 3 of the Peru Mall Subdivision and create Outlot A. The Petitioner's proposal fails to comply with fundamental requirements of the City's Subdivision Ordinance, notably Sections 3.01, 4.01, and 11.09, by omitting critical submittal documents, including a comprehensive drainage plan as mandated by Section 11.09C. This omission alone warrants denial under the authority granted by the Illinois Municipal Code (65 ILCS 5/11-15-1), which empowers the City to enforce reasonable requirements for drainage and public improvements in subdivision approvals.

Beyond procedural deficiencies, the substantive risks to the Peru Mall Subdivision's drainage system and public welfare are untenable. Outlot A encroaches upon a 40' to 140' wide Utility and Drainage Easement and external ring road, reducing its buildable area to less than 0.2 acres and directly impacting a detention basin, feeder drain, and concrete ditch that serve a broad watershed, including multiple businesses and public streets. Any development on Outlot A—speculative or not—would almost certainly impair these facilities, reducing their capacity and threatening flooding, property damage, and disruption to the mall and surrounding areas. The Petitioner's refusal to acknowledge or mitigate these off-site impacts, shifts an unacceptable burden onto the City and adjacent property owners, contrary to the easement's terms and the City's duty to protect public safety (65 ILCS 5/11-13-1).

The Illinois Municipal Code further supports denial by authorizing the City to regulate subdivisions and stormwater to prevent such adverse effects (65 ILCS 5/11-15-1). Approving this plat without a plan to maintain the drainage system's original function or address the ring road's disruption would contravene these statutes and the Subdivision Ordinance, risking legal and financial liability for the City.

For these reasons—noncompliance with City ordinances, unmitigated drainage impacts, and the overriding public interest—I urge the Commission to recommend denial of all relief sought by the Petitioner.

Very truly yours,

A handwritten signature in black ink, appearing to read "Scott J. Schweickert", written in a cursive style.

SCOTT J. SCHWEICKERT

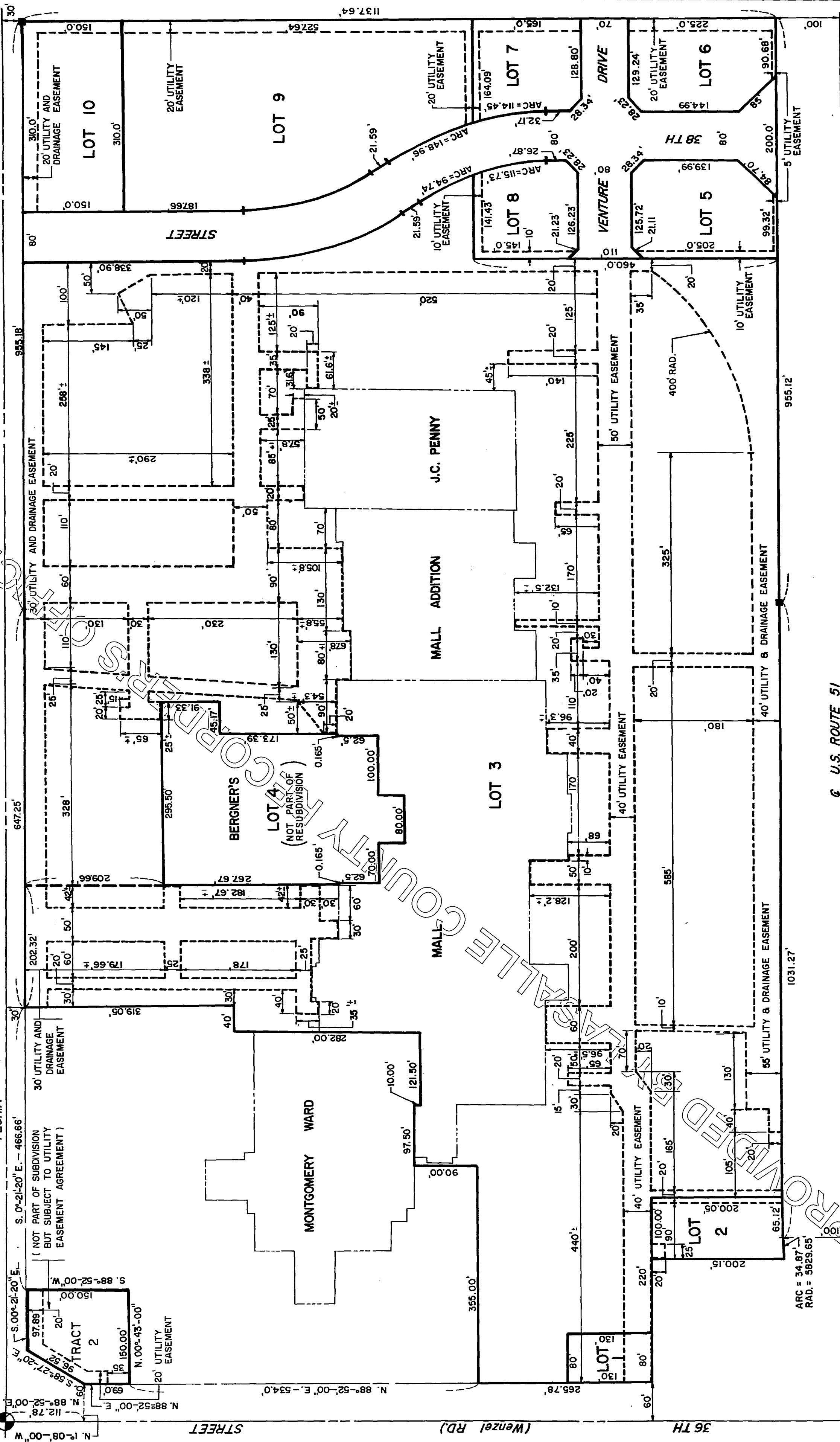
City of Peru Corporation Counsel

UTILITY EASEMENT LOCATION AND DIMENSIONS IN THE
RESUBDIVISION OF LOTS 1,3,5,6,7,8,9,10,11,12,13, & 14 IN THE PERU MALL SUBDIVISION
IN THE CITY OF PERU, ILLINOIS

S.W. COR. S.E. 1/4, S.E. 1/4
SEC. 5-T. 33-N.-R. 1-E.-3 PM.

PEORIA

STREET



U.S. ROUTE 51

TRANSIT LINE FA. ROUTE 178

N
SCALE: 1" = 100'

EXHIBIT A

UTILITY EASEMENT LOCATION AND DIMENSIONS IN THE
RESUBDIVISION OF LOTS 1,3,5,6,7,8,9,10,11,12,13,814 IN THE PERU MALL SUBDIVISION
IN THE CITY OF PERU, ILLINOIS

538
RECEIVED
LASALLE COUNTY
DOCUMENT # 664735
Nov 17 1:30 PM '78

City of Peru, Illinois
Mayor

GRANT OF EASEMENT

The Grantor, LaSalle National Bank as Trustee under Trust Agreement dated June 8, 1976 and known as Trust No. 48670, in consideration of the sum of One Dollar and other valuable consideration, receipt and sufficiency of which is hereby acknowledged, hereby give(s) and grant(s) to the Grantees, ILLINOIS BELL TELEPHONE COMPANY, an Illinois Corporation, ILLINOIS POWER COMPANY, an Illinois Corporation and the CITY OF PERU, ILLINOIS, an Illinois Municipality, their respective licensees, successors and assigns, jointly and severally, an underground easement to construct, operate, maintain, renew, relocate and remove, from time to time, wires, cables, conduits, manholes, transformers, pedestals, water and sewer pipe lines and other facilities used in connection therewith, together with right of access to the same and the right, from time to time, to trim or remove trees, bushes and saplings and to clear obstructions from the surface and subsurface as all may be reasonably required incident to the grant herein given, in and under the property situated in Section 5, Township 33 North, Range 1 East of the Third Principal Meridian in the City of Peru, LaSalle County, Illinois (the "Property") limited only to the area shown and depicted on the attached Plat of Easement, together with the right to maintain and operate such facilities as may be in existence as of the date of this agreement. It is acknowledged and agreed by all parties hereto that such easements, subject to the reservations herein contained, shall be deemed to replace in all respects any and all easements heretofore granted or created to or in favor of the Grantees herein, in subject property, including, but not by way of limitation any such rights or easements which may have been granted or created by virtue of the Original Peru Mall Subdivision Plat recorded on July 2, 1974, as Document No. 604947, and rerecorded on April 1, 1976, as Document No. 625460, or by virtue of the Resubdivision of Lots 1, 3, 5, 6, 7, 8, 9, 10, 11, 12, 13 and 14 of Peru Mall Subdivision recorded on June 12, 1978 as Document No. 657490.

Provided, however, Grantor reserves to itself: (i) the use of the surface of the Property; (ii) the right to construct, install, operate, use, maintain, repair, replace, renew, remove and remove, underground lines and facilities to provide service to Grantor's shopping center, such as storm and sanitary sewers, water and gas mains and pipes, wires, conduits and cables, under, over, across and along the Property, so long as such lines and facilities do not interfere with or endanger underground lines, equipment and facilities of Grantees now or hereafter constructed on such property in accordance with the terms of this Grant of Easement; and (iii) the right to construct and maintain improvements in the space on and between the surface of the Property and any overhead lines constructed by Grantees a building or buildings or other improvements (such as parking lots, side walks, landscaping).

Grantor further reserves the right to relocate the easements granted herein and the facilities located therein, at Grantor's sole cost and expense.

The Grantees herein hereby accept the easements herein granted for the purposes and subject to the reservations herein contained.

IN WITNESS WHEREOF, the Grantors, LaSalle National Bank, as Trustee under Trust Agreement dated June 8, 1976, and known as Trust No. 48670, ILLINOIS BELL TELEPHONE COMPANY, ILLINOIS POWER COMPANY and the CITY OF PERU, ILLINOIS, have caused this instrument to be executed on their behalf this 16th day of November, 1978.

LaSalle National Bank, not individually, but as Trustee under Trust Agreement dated June 8, 1976 and known as Trust No. 48670

By *[Signature]* Ass't. Vice Pres. (SEAL)

NOTARY PUBLIC CERTIFICATE

STATE OF ILLINOIS
COUNTY OF COOK

I, *[Signature]*, a Notary Public in and for said County, in the State of Illinois, do hereby certify that *[Signature]* is personally known to me to be the *[Signature]* (Title) of the LaSalle National Bank and *[Signature]* is personally known to me to be the *[Signature]* (Title) of said LaSalle National Bank, whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such *[Signature]* and *[Signature]* they signed and delivered the said instrument of writing as *[Signature]* and *[Signature]* of said LaSalle National Bank and caused the seal of said LaSalle National Bank to be affixed thereto, pursuant to authority given by the Board of Directors of said LaSalle National Bank, for the uses and purposes set forth.

Given under my hand and notarial seal this 16th day of Nov., A.D., 1978.

[Signature] Notary Public

(NOTARIAL SEAL)

My Comm. Expires 6-30-81

ATTEST:

[Signature] City Clerk

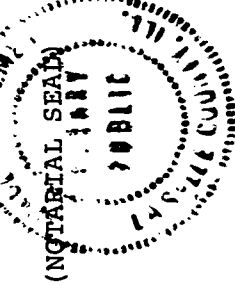
STATE OF ILLINOIS
COUNTY OF LASALLE

NOTARY PUBLIC CERTIFICATE

STATE OF ILLINOIS
COUNTY OF LASALLE

I, *[Signature]*, a Notary Public in and for said County, in the State aforesaid, do hereby certify that *[Signature]*, personally known to me to be the City Clerk of the City of Peru, Illinois, and Patricia K. Gately, personally known to me to be the City Clerk of the City of Peru, Illinois, whose names are subscribed to the foregoing instrument as Mayor and City Clerk of said City of Peru, Illinois, have caused the Corporate Seal of said City to be affixed thereto, and have sealed the foregoing instrument as their free and voluntary act and as the free and voluntary act and deed of said City for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 15th day of November, A.D., 1978.



[Signature] Notary Public

ILLINOIS POWER COMPANY

By *[Signature]* Title

(CORPORATE SEAL)

NOTARY PUBLIC CERTIFICATE

STATE OF ILLINOIS
COUNTY OF LASALLE

I, *[Signature]*, a Notary Public in and for said County, in the State aforesaid, do hereby certify that *[Signature]*, personally known to me to be the *[Signature]* of Illinois Power Company, a Corporation duly licensed to transact business in the State of Illinois, and *[Signature]*, personally known to me to be the *[Signature]* of said Corporation, have caused the Corporate Seal to be affixed thereto, and have sealed the foregoing instrument, pursuant to authority given to them by the Illinois Power Company, as their free and voluntary act and as the free and voluntary act and deed of said Corporation, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 15th day of November, A.D., 1978.

(NOTARIAL SEAL)

Notary Public

ILLINOIS BELL TELEPHONE CO.

By *[Signature]* Title

NOTARY PUBLIC CERTIFICATE

STATE OF ILLINOIS
COUNTY OF KANKAKEE

I, Patrick G. O'Connor, a Notary Public in and for said County in the State aforesaid, do hereby certify that John M. Gantz, personally known to me to be the District Engineering Manager of Illinois Bell Telephone Co., a Corporation, and also known to me to be the person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such District Engineering Manager, he signed and delivered the said instrument as the free and voluntary act of said Corporation under the authority of General Administrative Practices approved by the President.

Given under my hand and Notarial Seal this 14th day of November, A.D., 1978.

(NOTARIAL SEAL)

Notary Public

Chapman Dec 20.00