



Marc D. Blakeman  
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March 12, 2008

Ms. Rachael Kaplan  
Public Works Director  
Village of Palos Park  
Kaptur Administration Center  
8999 West 123rd Street  
Palos Park, Illinois 60464

Dear Director Kaplan:

AT&T Illinois ("AT&T") is in the process of installing facilities in the public rights-of-way ("ROW") within the Village of Palos Park, Illinois (the "Village") in connection with AT&T's network upgrade, known as Project Lightspeed. As part of this upgrade process, AT&T remains committed to working with the Village pertaining to the screening, landscaping and maintenance of these facilities.

In furtherance of this commitment, AT&T hereby agrees to be bound by the terms contained in this letter (hereafter referred to as the "Agreement"). AT&T shall make a payment to the Village of Two Thousand Dollars (\$2,000.00) (a "Payment") for each separate Video-Ready Access Device ("VRAD") located in the ROW of the Village where AT&T and the Village have mutually agreed that screening, landscaping and maintenance of the screening and landscaping is reasonably necessary ("AT&T's Facilities"). The Payments shall be used by the Village for screening, landscaping and maintenance of the screening and landscaping related to AT&T's Facilities, subject to the following terms:

1. The Village shall assume all responsibilities, including all costs, expenses and liabilities, related to the screening and landscaping of AT&T's Facilities within the Village. In fulfilling these responsibilities, the Village shall comply with all applicable land use and safety regulations including, but not limited to, the Illinois Underground Utilities Facilities Damage Prevention Act, 220 ILCS 50/1 *et seq.* and the Village shall reserve a four (4) foot set-back on all four sides of every VRAD, upon which no landscaping or obstruction will be placed, such that every VRAD may be easily accessed by AT&T.
2. Except for its responsibility to make the Payments, AT&T shall not be responsible for any costs, expenses or liabilities related to the screening and landscaping or the ongoing maintenance of the screening and landscaping of AT&T's Facilities within the Village.

3. As long as this Agreement remains in effect, AT&T's Facilities shall not be subject to any applicable Village Code provisions regarding screening or landscaping of AT&T's Facilities, or the maintenance of such screening or landscaping, or the security requirements pertaining to the screening or landscaping, including, but not limited to, the posting of a bond, letter of credit or the establishment of an escrow account, all specifically related to the screening and landscaping, or maintenance of the screening and landscaping of such AT&T Facilities.
  
4. AT&T asserts that any payment obligations, including bond, letter of credit or escrow account requirements, imposed by the Village in relation to the screening and landscaping, or maintenance of the screening or landscaping of AT&T's Facilities are inconsistent with applicable law, including the Cable and Video Competition Law of 2007, 220 ILCS 5/21-100 *et seq.*, the Telecommunications Infrastructure Maintenance Fee Act, 35 ILCS 635/1 *et seq.* or the Telephone Company Act, 220 ILCS 65/1 *et seq.* However, despite AT&T's assertion, AT&T will make this payment voluntarily under the conditions described above. As to other municipalities that are not a signatory of this letter agreement, AT&T reserves the right to challenge any such similar payment requirement.

Please express your agreement and acceptance of the terms of this Agreement by signing below.

Sincerely,



Marc D. Blakeman  
Regional Vice President, External Affairs

**AGREED TO AND ACCEPTED:**

**VILLAGE OF PALOS PARK**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

*John F. Mahoney*  
*John F. Mahoney*  
*Mayer*