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November 18, 2009

VIA TELEFAX (708-352-8951)

AND FIRST CLASS MAIL

Mr. Thomas Paul Beyer
80 S. La Grange Road, Suite 10
La Grange, Illinois 60525

**Re: Park District of La Grange's Application for Sale Under the
Park Commissioners' Land Sale Act
Case No.: 09 CH 9421
Orlando Coryell v. Park District of La Grange, et al.
Case No. 09 CH 44981**

Dear Mr. Beyer:

We received your letter of November 12, 2009. In response, the Park District Board met Sunday evening at a properly noticed special meeting to consider your clients' (*i.e.*, Orlando Coryell and La Grange Friends of the Parks) demands. In short, the Park District Board rejects your clients' November 12 demands for at least four reasons:

- The November 12 proposal represents a step back from the proposal Objector previously articulated;
- Your clients make certain demands on the Park District that you know, or should know, the Park District cannot satisfy as a matter of law;
- The Park District has no control over certain other demands; and
- Objector and Coryell have submitted a "settlement proposal" that they, or at least you and your co-counsel, should know is removed from reality. As such, it has become abundantly clear to us that the purported desire of Objector and Coryell these past months to settle was, and continues to be, a delay tactic.

To that end, on November 19, 2009, we intend to ask the court to schedule a hearing on the Park District's petition so that we can conclude this matter.

That said, the Park District is not opposed to settlement of this dispute, much less engaging in further settlement discussions with Objector and Coryell. Indeed, from day one, the Park District has sought a fair resolution of the above-referenced proceedings that both meets the needs of the Park District and the citizens of La Grange and appeases your clients' purported concerns. But before engaging in any further

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discussions, Objector and Coryell, as well as you and your co-counsel (also La Grange residents), must commit to engaging in meaningful discussions that do not further waste the valuable time and resources of the Park District and its constituents.

In an effort to facilitate meaningful, cost-effective discussions, the Park District (1) responds below, point-by-point, to the eight items set forth in your November 12 letter and (2) offers a fair and reasonable counterproposal:

Response To November 12 Offer:

1. The Park District agrees with this provision.
2. The Park District has no control over the density of ARP's development. Density is an issue for ARP and the Village of La Grange. We note, however, that any decrease in density will inevitably lead to a loss of important tax revenues earmarked for the Park District, the La Grange school districts and the La Grange Library. And, as you and your clients know, any such loss would be on top of the substantial loss in tax revenues that will result if the sale to ARP is limited to parcel 2.
3. The Park District Board is committed to improving, expanding and maximizing the park and recreation facilities, programs and opportunities for the residents the Board serves. The November 12 demand hinders, not facilitates, that goal. Further, the Park District rejects this demand for the following additional reasons:
 - a) This demand requires the Park District to enter into an illegal contract with Objector. A Park District Board generally is limited to contracts that are one year or less in duration. *See* 70 ILCS 1205/8-1(i). There are certain limited exceptions to that rule, but no exception under the Illinois Park Code permits the Park District to enter into a contract in perpetuity.
 - b) Even if the Park District Board could enter into a contract in perpetuity, the Park District Board will not bind future boards to an ongoing contract that may not meet the future needs of the residents of La Grange.

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- c) This demand would result in the Park District committing to the acquisition reserve, an amount greater than the total amount of funds it would have received from the transaction in the first place. In other words, your clients would have the Park District forgo making any valuable improvements to Gordon Park and use the acquisition reserve funds that would otherwise be dedicated to Park District programs or needs. Aside from being illegal, this demand simply makes no sense.
4. The Park District cannot agree to the demand the Shawmut Parcel be dedicated, in perpetuity, as open park space. As indicated above, the Park District cannot make such a deal. Moreover, the Shawmut Parcel is needed for police and fire services, public safety, improved traffic flow, and the effective use of Gordon Park. In addition, this demand makes no sense and demonstrates the blinders with which Objector, Coryell and you operate. Objector and Coryell's purported goal is to maximize park land. Reversing the swap transaction would reduce the amount of park land possessed by the Park District of La Grange. The parcel of land that the Park District received in exchange for the Shawmut Parcel, and which the Park District will use to improve Gordon Park, is larger than the Shawmut Parcel.
5. See response to number 4 above. Moreover, again, the Park District cannot and will not bind the ability of future Park District Boards to determine the ultimate highest and best use of any Park District property.
6. Demand 6 involves the Village of La Grange. We note, however, that demand 6 is improper for the reasons articulated in response to demands 4 and 5.
7. We agree that any settlement should be incorporated in a written document. We are not certain of other parties to whom you believe the settlement should apply. We believe that any settlement would only be between Coryell, Objector and the Park District Board and that only parties to the agreement would have standing to enforce it.
8. Objector and Coryell voluntarily engaged in the above-referenced proceedings even though La Grange residents approved through referendum the transaction underlying each of those proceedings. In

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other words, this small group of objectors acted contrary to the will of the people. Under the circumstances, we know of no reason, at law or equity, why Objector and Coryell should be rewarded with reimbursement of their costs.

Counterproposal

We agree with your comment that, in settlement, neither party typically gets everything it wants. But your clients' proposal does not follow that maxim. Rather, it is extremely one-sided in favor of your clients and extremely unfair to the Park District and the residents it serves. As noted, La Grange residents voted to approve the underlying transaction with the understanding that they, and future generations to come, would reap the intended benefits from that transaction. Your clients and you have all but scuttled that transaction and the opportunity to realize all of the benefits therefrom.

For years, Coryell, and more recently Objector, have chastised the Park District for attempting to sell more than parcel 2 of Gordon Park, which parcel largely comprises a now shuttered Park District maintenance shed and asphalt parking lot. The Park District would agree to the demand of your clients that only parcel 2 be sold, instead of parcels 2 and 3 subject to the Park District's current contracts with ARP, subject to, and conditioned upon, ARP's agreement to limit its purchase to parcel 2 upon such terms and conditions as the Park District agrees. In exchange, however, Coryell must agree to dismiss his appeal, and Objector must agree to withdraw its objections to the sale and forgo objecting to any further proceedings in this matter. The Park District's consent to sell only Parcel 2 constitutes a major concession in this dispute. This compromise will result in the Park District receiving more than \$3,000,000 less in revenue which could have been dedicated to serving all the residents of LaGrange. This concession is being proposed to end this tiresome and costly conflict and allow the Park District and the LaGrange community at large to turn to more positive efforts.

As indicated, absent such an agreement from Objector and Coryell that is acceptable to the Park District Board, we will request on Thursday that Judge Gillis schedule a hearing in keeping with the Park District's November 11, 2009 Memorandum. I along with Attorney John Shapiro am available prior to the November 19 hearing to discuss this matter with you provided that Objector and Coryell sincerely intend to engage in a meaningful discussion.


ANCEL, GLINK, DIAMOND, BUSH, DiCiANNI & KRAFTHofer, P.C.

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Sincerely,

A handwritten signature in black ink, appearing to read "Robert K. Bush". The signature is fluid and cursive, with the first name "Robert" and last name "Bush" clearly legible, and a middle initial "K." in between.

Robert K. Bush

cc: Dean Bissias/Park District of La Grange
Tim Kelsas/Park District of La Grange
John Shapiro/Freeborn & Peters
Richard Aaronson/Atlantic Realty Partners
Charlene M. Yaneza/YMCA
Robert Pilipiszyn/Village of La Grange