

**THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS  
COUNTY DEPARTMENT, CHANCERY DIVISION**

PROTECT OUR PARKS, INC., ELIZABETH )  
F. BYRNE, MARY BETH MEYER, and )  
DAWN DODGE, )

Plaintiffs, )

vs. )

LATIN SCHOOL OF CHICAGO, a private )  
educational institution, CHICAGO PARK )  
DISTRICT, a municipal corporation, GERY J. )  
CHICO, President, Board of Commissioners, )  
ROBERT J. PICKENS, Vice-President, Board )  
of Commissioners, DR. MARGARET T. )  
BURROUGHS, Commissioner, M. LAIRD )  
KOLDYKE, Commissioner, REVEREND )  
DANIEL MATOS-REAL, Commissioner, )  
CINDY MITCHELL, Commissioner, ROUHY )  
J. SHALABI, Commissioner, CITY OF )  
CHICAGO, a municipal corporation, MARA S. )  
GEORGES, Corporation Counsel, THE )  
CHICAGO PLAN COMMISSION, THE CITY )  
OF CHICAGO DEPARTMENT OF )  
PLANNING AND DEVELOPMENT, )  
ARNOLD L. RANDALL, Commissioner, )  
DEPARTMENT OF PLANNING AND )  
DEVELOPMENT, and RICHARD L. )  
RODRIGUEZ, Commissioner, DEPARTMENT )  
OF BUILDINGS. )

Defendants. )

Case No. 08 CH 14027

Judge Dorothy Kirie Kinnaird

**AGREED ORDER OF DISMISSAL**

This cause coming to be heard for status, due and proper notice having been given, counsel for all parties being present, the Court having reviewed the Settlement Agreement reached by and between the parties, a copy of which is attached hereto and made a part hereof, and the Court having determined the fairness of said Settlement Agreement, for the reasons set

forth in the record of today's proceedings:

IT IS HEREBY ORDERED THAT:

1. This case is hereby dismissed, without prejudice, each party to bear its own costs;
2. This case will be dismissed, with prejudice, each party to bear its own costs, upon execution by the Latin School of Chicago and the Chicago Park District of the termination agreement and the Chicago Park District's full compliance with paragraph 4 of the Settlement Agreement, all as set forth in paragraph 9 of the Settlement Agreement;
3. The Court will retain jurisdiction for the sole purpose of enforcing this settlement agreement; provided, however, that the Court's jurisdiction shall cease upon the later of the Chicago Park District's determination of this matter after its receipt of the Chicago Plan Commission's recommendation, if any, as provided for in paragraph 3, or October 1, 2008.

Dated: \_\_\_\_\_

Enter:

**ENTERED**

MAY 15 2008

JUDGE  
DOROTHY KIRIE KINNAIRD - 276

\_\_\_\_\_  
Judge

Thomas J. Ramsdell  
Anthony S. Hind  
Carl E. Myers  
Thomas J. Ramsdell & Associates  
One East Wacker Drive  
Suite 2020  
Chicago, Illinois 60601  
Tel: 312.267.0071  
Firm No. 41868

*Counsel for Plaintiff*

THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS  
COUNTY DEPARTMENT, CHANCERY DIVISION

PROTECT OUR PARKS, INC., ELIZABETH)  
F. BYRNE, MARY BETH MEYER, and )  
DAWN DODGE, )

Plaintiffs, )

vs. )

LATIN SCHOOL OF CHICAGO, a private )  
educational institution, CHICAGO PARK )  
DISTRICT, a municipal corporation, GERY )  
J. CHICO, President, Board of )  
Commissioners, ROBERT J. PICKENS, )  
Vice-President, Board of Commissioners, )  
DR. MARGARET T. BURROUGHS, )  
Commissioner, M. LAIRD KOLDYKE, )  
Commissioner, REVEREND DANIEL )  
MATOS-REAL, Commissioner, CINDY )  
MITCHELL, Commissioner, ROUHY J. )  
SHALABI, Commissioner, CITY OF )  
CHICAGO, a municipal corporation, )  
MARA S. GEORGES, Corporation Counsel, )  
THE CHICAGO PLAN COMMISSION, )  
THE CITY OF CHICAGO DEPARTMENT )  
OF PLANNING AND DEVELOPMENT, )  
ARNOLD L. RANDALL, Commissioner, )  
DEPARTMENT OF PLANNING AND )  
DEVELOPMENT, and RICHARD L. )  
RODRIGUEZ, Commissioner, )  
DEPARTMENT OF BUILDINGS. )

Defendants. )

Case No. 08 CH 14027

Judge Dorothy Kirie Kinnaird

---

SETTLEMENT AGREEMENT

*PROTECT OUR PARKS, INC., ET AL. V. LATIN SCHOOL OF CHICAGO, ET AL.*

SETTLEMENT AGREEMENT

1. The Chicago Park District will, at the next regularly scheduled meeting of its Board of Commissioners on May 14, 2008, consider the proposed agreement between it and the Latin School of Chicago regarding termination of the December 1, 2006 agreement between the parties thereto. The termination agreement, which will include schedule(s) relating to expenses, will be publicly disclosed at the May 14, 2008 meeting of the Board of Commissioners.
2. The Chicago Park District will file an application with the Chicago Plan Commission regarding the soccer field at the Lincoln Park South Field site.
3. Following the transmittal of the recommendation, if any, made by the Chicago Plan Commission, the Chicago Park District will publicly notice a meeting of the Board of Commissioners to consider and act upon the matter.
4. Pursuant to the agreement among the parties, the Chicago Park District will make payment to Plaintiffs of \$40,000 contemporaneously with the dismissal with prejudice of the above captioned action as provided for in paragraph 9.
5. The Latin School of Chicago may, if it desires, apply to the Chicago Park District for permits to use the Lincoln Park South Field site in the same manner and following the same procedures as other members of the general public and is entitled to no greater and no lesser priority with respect thereto than other members of the general public.
6. It is the intention of the parties, and they hereby agree, that, until the provisions of paragraphs 1-3 above are complied with, there be no advancement of the work on the site beyond that already in place; provided, however, that the Chicago Park District shall be permitted to complete the re-grading of the clay layer and covering it with fabric and stone, leveling the dirt pile around the perimeter of the field, reconnecting the drinking fountain on the southeast corner of the site, placing a tarpaulin over the light poles and performing other work that may become necessary to effectuate the safety and security of the site. At the completion of the foregoing work, construction equipment will be removed from the site, except that equipment will be temporarily returned to the site if safety or security issues arise that are in need of correction. In that event, the Chicago Park District will notify Plaintiffs' counsel 24 hours in advance of any work relating to the safety or security of the site; provided, however, that in the event of an emergency, notice shall be given as soon as reasonably practicable.
7. The Court will retain jurisdiction for the sole purpose of enforcing this settlement agreement; provided, however, that the Court's jurisdiction shall cease upon the later of the Chicago Park District's determination of this matter after its receipt of the Chicago Plan Commission's recommendation, if any, as provided for in paragraph 3, or October 1, 2008.
8. Releases.

A. As and for their mutual general releases, the Plaintiffs and Defendants each hereby absolutely, unconditionally and irrevocably release and discharge the other from any and all claims, demands, causes of action, proceedings, suits, liabilities, obligations, promises, covenants, conditions, agreements, undertakings, duties, debts and damages, known or unknown, direct or indirect, suspected or unsuspected, disclosed or undisclosed, arising under statute, regulation, ordinance, the United States and Illinois Constitutions, common law, or otherwise, which either Plaintiffs or Defendants has previously had, now has or hereafter may have against the other arising out of or in connection with the Chicago Park District's December 1, 2006 agreement with the Latin School of Chicago and the Latin Facility, as defined in the Plaintiffs' Complaint, and as alleged, or which should or could have been alleged in the lawsuit *Protect our Parks, Inc., et al. v. The Latin School of Chicago, et al.*, Case No. 08 CH 4027, filed in the Circuit Court of Cook County, Illinois (the "Litigation").

B. Notwithstanding anything to the contrary herein this general release shall not be applicable and shall not release any claims demands, causes of action, proceedings, suits, liabilities, obligations, promises, covenants, conditions, agreements, undertakings, duties, debts and damages, known or unknown, direct or indirect, suspected or unsuspected, disclosed or undisclosed, arising under statute, regulation, ordinance, the United States and Illinois Constitutions, common law, or otherwise:

1. not arising out of or in connection with or related to the Litigation or the Chicago Park District's December 1, 2006 agreement with the Latin School of Chicago and the Latin Facility, or;

2. between and among the Chicago Park District and its Commissioners, the Latin School of Chicago and the City of Chicago.

9. The plaintiffs will cause the Litigation to be dismissed (a) without prejudice upon the execution of this Settlement Agreement, each party to bear its own costs and (b) with prejudice, each party to bear its own costs, upon the execution by the Latin School and the Chicago Park District of the termination agreement and the Chicago Park District's full compliance with paragraph 4.

AGREED this 15th day of May, 2008.

Plaintiffs

By: Thomas Inessa  
BOARD PRESIDENT, PROTECT OUR PARKS

The Latin School of Chicago

By: Bruce R. Meeker

Chicago Park District

By: Marie Garcia General Counsel  
By David Dunne ASST. Supt

City of Chicago

By: Michael A. Fortz, Deputy Corporation Counsel  
by Andrew Mine