

Benjamin B. LeCompte, III MD  
350 Bateman Road  
Barrington Hills, Illinois 60010

February 14 2011

Mr. Douglas Wambach  
Attorney, Village of Barrington Hills  
Barrington Hills, Illinois 60010

Dear Doug,

As you are obviously all too aware, the Oakwood Farm saga continues to rage on and is presently at the appellate level. Notwithstanding this, my two buddies to the north on Deepwood have formally entered the fray by filing an action against me, under the adjacent landowner section of Division 13 (zoning) of the Illinois Municipal Code, seeking an injunction to permanently close down the farm. As you are aware, we have repeatedly demanded that if Oakwood Farm is closed as a result of the Village's actions initiated by your cease and desist letter of January 10, 2008, the Village cause all other horse boarding operations in the Village, which are quite substantial in number, to cease immediately. Otherwise, the Village of Barrington Hills will be in violation of the equal protection clauses of the United States and Illinois Constitutions.

Because the Village, at the request of the ZBA, has chosen not to enforce the cease and desist until the proposed new boarding language has been worked out, we have not heretofore changed our day-to-day operating procedure at Oakwood. However, the filing of Messrs. Drury's and McLaughlin's lawsuit, along with the Village's decision to not intervene in the case, must, of necessity, change my operational strategy to preclude any possibility of being shut down while the appeal is still pending.

I have and continue to fervently believe that Oakwood Farm is operating an agricultural enterprise as allowed by the Village's code, and I feel confident that the appellate court will vindicate my position. However, until that time I will comply with section 5-3-4(D)(3)(g) of the Barrington Hills zoning code, which allows unlimited horse boarding, as a home occupation, provided that no person engaged to facilitate horse boarding on the premises does so before 8:00 AM or after the later

of sunset or 8:00 PM; and further provided that no vehicles or equipment other than those belonging to my family shall operate on the premises except during the same hours.

As I am sure you are cognizant, and despite proclamations to the contrary from your partner Mr. Von Meier, the other limitations of the home occupation clause in section 5-3-4(D) do not, by definition, apply to horse boarding as a result of the clause which begins section 5-3-4(D)(3)(g) and states: "Notwithstanding anything to the contrary contained in this subsection (D)". This is obviously a point of statutory construction that is clear and unambiguous, and, furthermore, does not even lend itself to rational debate. Thus as of Monday, February 14, 2011, Oakwood Farm is operating under the home occupation clause and is in compliance with the statute. Please send me correspondence acknowledging my compliance and copy Messrs. Drury's attorney so that we can include it in our motion to dismiss. Thank you very much for your time and cooperation.

Sincerely,

/s/ Benjamin B. LeCompte, III

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