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RECEIVED

JAN - 3 2008

Preservation Services

January 2, 2008
VIA OVERNIGHT MAIL

Anne Haaker
Deputy State Historic Preservation Officer
Illinois Historic Preservation Agency
1 Old State Capitol Plaza
Springfield, Illinois 62701-1512

IHPA REVIEW

H/A _____
AC _____
AR _____
File _____

Re: Aurora Schoolhouse Donation Letter Agreement (IHPA Log No: 010030606)

Dear Ms. Haaker:

Enclosed are four originals of the Big Woods School Donation Letter Agreement executed by Park Butterfield, LLC and the Big Woods Congregational Church. Thank you very much for your help throughout this process.

Please sign each of the four Donation Letter Agreements where indicated for IHPA's signature and return all four Agreements to us at the address above. If you have any questions, please call or email me or Danielle Cassel.

Very truly yours,

DLA Piper US LLP

Taylor S. Hammond
Associate

Enclosures

cc (By Electronic Mail, w/o Enclosures):
Steve Poulos
Andy Bajorat
Dennis Jaskoviak
Danielle Meltzer Cassel

Park Butterfield, LLC
233 South Wacker Drive, Suite 375
Chicago, IL 60606

December 24, 2007

Big Woods Congregational Church
c/o Dennis Jaskoviak
McAndrews, Held & Malloy
500 West Madison Street, 34th Floor
Chicago, IL 60661

Re: Donation and Acceptance of Big Woods School to Big Woods Congregational Church

Dear Mr. Jaskoviak:

As used herein:

“**Bridge**” shall mean Park Butterfield, LLC, an Illinois limited liability company.

“**BWCC**” shall mean Big Woods Congregational Church, an Illinois nonprofit corporation.

The “**City**” shall mean the City of Aurora.

“**IHPA**” shall mean the Illinois Historic Preservation Agency.

“**CTIC**”: Chicago Title Insurance Company, Wheaton Office.

The “**Land**” shall mean that certain parcel of land consisting of approximately 0.61 acres of land in the City of Aurora, DuPage County, Illinois that is legally described in **Attachment A**, which parcel of land is expected to become Lot 3 of the Park Butterfield Subdivision.

The “**School**” shall mean the Big Woods School House building located on the Land.

The “**Park Butterfield Project**” shall mean Bridge’s Park Butterfield project that is being developed on that certain land in the City of Aurora, DuPage County, Illinois that is legally described in **Attachment B**.

The “**Plat**” shall mean the plat of subdivision for the Park Butterfield Project, as and when approved, executed and recorded by all requisite governmental and other parties, which plat will subdivide the Land as a separate Lot.

The “**Declaration**” shall mean the declaration of covenants and easements for the Project, as and when approved, executed and recorded by all requisite governmental and other parties.

The “**Donation Property**” shall mean:

- (i) The Land and all appurtenant easements, rights and interests herein, including rights in any adjacent, publicly-dedicated rights-of-way;
- (ii) All buildings and improvements located on the Land as of the date hereof (including the School);
- (iii) The improvements to be made to the Land and School that are described in **Section 3** below;
- (iv) An access easement benefiting the Land and burdening the adjacent east-west access road that Bridge is installing as part of the Project, which access easement will be further described in the Plat of Subdivision and Declaration.

The purpose of this Letter Agreement is to memorialize the terms under which, Bridge will donate, and, BWCC will take ownership of the Donation Property.

If BWCC agrees to the terms set forth herein and has taken all necessary corporate actions to authorize BWCC’s execution and performance of this Letter Agreement, please have an authorized signatory for

BWCC countersign and return four (4) originals of this Letter Agreement prior to December 28, 2007. This letter will not become effective, however, until the Acknowledgments from the City and IHPA are executed as well.

1. In accordance with the terms of this Letter Agreement, Developer shall make a gift of the Donation Property to the Church, and the Church shall accept such gift and assume ownership of the Donation Property (the "**Donation**").
2. The Donation will be accomplished by CTIC: (i) recording with the DuPage County Recorder of Deeds the quit claim deed for the Land attached hereto as **Attachment C** (the "**Deed**") and (ii) disbursing to Bridge and BWCC a fully-executed original of the Bill of Sale, Assignment and Assumption Agreement attached hereto as **Attachment D** (the "**Bill of Sale**"). Bridge and BWCC shall enter into an escrow agreement with CTIC by executing the Escrow Agreement attached hereto as **Attachment E** (the "**Escrow Agreement**").
 - a. BWCC acknowledges and agrees that the Deed cannot be recorded and the Donation cannot occur until the Plat and Declaration are fully-approved, executed, and ready for recording in accordance with the Illinois Plat Act and the requirements of the City.
 - b. Bridge shall notify BWCC in writing promptly following the City's approval of the Plat and Declaration, but BWCC acknowledges that there may be a significant time delay before the Plat and Declaration can be recorded, because of the number and nature of governmental and private parties who also must approve of and execute the Plat (including, without limitation, the State of Illinois Department of Transportation and the DuPage County Department of Transportation).
 - c. No later than January 4, 2008, Bridge shall deposit with CTIC the executed Deed, an executed counterpart to the Bill of Sale, and an executed counterpart to the Escrow Agreement. No later than January 4, 2008, BWCC shall deposit with Chicago Title an executed counterpart to the Bill of Sale and an executed counterpart to the Escrow Agreement.
3. Bridge hereby makes the following covenants, representations and warranties regarding the Donation Property for the benefit of BWCC:
 - a. Prior to the Donation, Bridge will, at its sole cost and expense (but with the cooperation of BWCC as necessary or appropriate), use its commercially reasonable efforts to obtain approvals for the Plat, Declaration, and the zoning ordinances necessary for the Land to be zoned to the City's B-2 District, with a special use Planned Development and Plan Description for the Land (the "**Zoning Approvals**"). The City's execution of the Acknowledgment hereto is not to be construed as the City agreeing to grant the Zoning Approvals.
 - b. Once weather conditions permit, but no later than June 30, 2008, Bridge will replace all windows that have been removed from the School, at its sole cost and expense. Prior to such replacement, Bridge (at its sole cost and expense) will have caused the existing wood window frames to be sealed to lessen or prevent damage from winter weather. The appearance and style of the replacement windows will closely match those that were removed, a photograph of which is attached as **Attachment F**. The replacement windows will have wood window sashes, locks, and will be installed into the existing window frames of the School Building. The replacement windows will be primed & painted white on the exterior and finished on the interior, including locks and handles. All glass openings will be double strength glass and have glazing. The replacement windows will, if possible, meet the applicable ENERGY STAR qualification criteria, i.e., have a U-factor rating of <0.35 BTU/h.ft².°F. In addition, the window replacement work will be performed by a contractor selected from the list of contractors approved by the City to do historical restoration work, a copy of which is attached as **Attachment G**.

Prior to having the windows manufactured, and on or about January 30, 2008, Bridge will submit the window specifications to IHPA for review. If IHPA does not respond within ten (10) business days of such submission, Bridge shall be permitted to proceed with the proposed windows. If, during such ten (10) day period, IHPA informs Bridge in writing of the specific ways in which the proposal does not conform to either the preceding conditions or would prevent National Register listing for the School and gives specific guidance as to how the specifications would need to be modified to conform to the preceding conditions and not prevent National Register listing for the School, then Bridge will undertake such modifications and have the windows manufactured to that specification.

- c. Bridge has filled and sealed the lines feeding the existing sump pit, however, it does not appear feasible to install an interior sump pump in the lower-level of the School, and Bridge will not be installing an interior sump pump. Prior to the Donation, Bridge will install a 4" sanitary stub to the Land and also extend it to the School, at its sole cost and expense. BWCC is solely responsible for working with Fox Metro Water Reclamation to establish a sanitary sewer account.
- d. As of the date hereof, electrical lines have been installed to the boundary of the Land. Bridge will not perform any work on the existing electrical system. BWCC is solely responsible for working with ComEd to establish an account and provide for a connection from the power poles to the School.
- e. Prior to the Donation, Bridge will repair the tuck pointing at the crack in the exterior masonry work on the south end of the west foundation wall of the School shown in the photograph attached as Attachment H, at its sole cost and expense. No other tuck pointing/masonry repair shall be performed by Bridge.
- f. Prior to the Donation, Bridge will replace the basement entrance door on the east side of the School with a new solid core wood door with hardware (including a deadbolt lock), and will prime and paint the door, at its sole cost and expense.
- g. Bridge has, as of the date hereof, capped the well in the front yard of the Land as described in Attachment I, at its sole cost and expense.
- h. Bridge is hereby providing BWCC with a copy of the Asbestos Survey Report and Asbestos Abatement Letter, and the Phase I Environmental Assessment Report and two follow-up letters dated May 5, 2006 and May 11, 2006, attached as Attachment J, but specifically disclaims any representations, warranties or covenants regarding hazardous materials or environmental qualities or conditions with respect to the Donation Property.
- i. Once weather conditions permit, but no later than June 30, 2008, Bridge will install those landscaping improvements described in the landscape plan attached as Attachment K, at its sole cost and expense. Following installation, BWCC shall be solely responsible for the maintenance of such landscaping.

BWCC acknowledges and agrees that Bridge has not made and does not make any representations, warranties, promises, covenants, agreements or guaranties of any kind or character whatsoever with respect to the Donation or the Donation Property, other than the foregoing terms expressly set forth in this Section 3. Except as expressly set forth in this Section 3, the Donation Property shall be donated by Bridge and accepted by BWCC "AS IS," "WHERE IS," and "WITH ALL FAULTS" on the effective date of the Donation without representation or warranty of condition or fitness for a particular purpose of any kind.

4. BWCC shall be solely responsible for any survey, title insurance, or other due diligence activities it deems necessary or appropriate. BWCC acknowledges that the Land will be conveyed at the time of the Donation subject to the various restrictions, including without limitation any terms, provisions and restrictions imposed upon the Donation Property at any

time by: (i) the Plat; (ii) the Plat of Berco Subdivision recorded July 10, 1973 as Document R73-41674; (iii) the Declaration; (iv) the Zoning Approvals (including any Special Service Area imposed by the City); (v) general exceptions (unless BWCC elects to purchase title insurance over such exceptions); (vi) rights of way for drainage tiles, ditches, feeders, laterals and underground pipes, if any; (vii) that certain "No Further Remediation Letter" recorded September 13, 2001 as document R2001-195070 (the "**NFR Letter**"); (viii) rights of the public and State of Illinois in and to so much of the Land as falls within Eola Road; (ix) rights of public and quasi-public utilities in the Land; (x) that certain Annexation Agreement attached to City of Aurora Ordinance 006-111 recorded as Document R2007 -12526 (the "**Annexation Agreement**"); (xi) taxes and special assessments not yet accrued as of the date of the Donation; (xii) annexation to the Fox Metro Water Reclamation District under Fox Metro Water District Ordinance No. 785; and (xiii) annexation to the Fox Valley Park District under Fox Valley Park District Ordinance No. 394 recorded as Document R2007-087990. Bridge will cause the documents relating to its mortgage financing to be released with respect to the Land prior to the Donation.

5. BWCC shall have no right to assign this Letter Agreement or any interest herein without the prior written consent of the City, IHPA, and Bridge.
6. In the event a party (the "**Defaulting Party**") fails to perform its obligations hereunder, the other party (the "**Non-Defaulting Party**") shall provide written notice to the Defaulting Party specifying the nature of the Default.
 - a. In the event the Non-Defaulting Party fails to cure said Default within thirty (30) calendar days following receipt of said notice, the Non-Defaulting Party shall be entitled to equitable relief, including the right of specific performance.
 - b. Each party hereby waives any and all claims for monetary damages or equitable relief against the other party arising from any breach of its obligations under this Agreement. Notwithstanding the foregoing, BWCC acknowledges and agrees as follows: (i) Developer has not and will not receive any monetary compensation or anything of value in exchange for the Donation Property or for the Donation; however, (ii) Developer has been incurring and will be continuing to incur significant direct and indirect costs in reliance upon this Letter Agreement in order to obtain State, County and City land use approvals to accommodate this transfer; improve the Donation Property under the terms of this Letter Agreement; and transfer the Donation Property to BWCC under the terms of this Letter Agreement; and (iii) Developer also has incurred and will be continuing to incur significant direct and indirect costs for the acquisition and carrying costs associated with the Donation Property.
 - c. The City and IHPA are each executing an Acknowledgment and Agreement hereto for the purpose of acknowledging the following: If BWCC is the Defaulting Party and fails to cure its Default, Bridge shall have no obligation to pursue the remedy of specific performance against BWCC and may proceed with the Project so long as Bridge installs the landscaping per Attachment K and replaces the windows for the School in accordance with Section 3(b).
7. This Letter Agreement, including the Attachments A through K hereto, represent the entire agreement between Bridge and BWCC with respect to the subject matter hereof and may be amended, modified or changed only pursuant to a written instrument executed on behalf of both Bridge and BWCC.

[SIGNATURE PAGES FOLLOW, EXECUTION MAY BE DONE IN COUNTERPARTS]

SIGNATURE PAGE TO DONATION LETTER AGREEMENT

PARK BUTTERFIELD, LLC, an Illinois limited liability company

By: [Signature]
Steven F. Poulos, its Manager and authorized signatory

Date: December 24, 2007

ACKNOWLEDGED AND AGREED:

BIG WOODS CONGREGATIONAL CHURCH, an Illinois nonprofit corporation

By: [Signature]
Name: Dennis Jaskoviak
Its: Trustee, and authorized signatory

Date: December 27, 2007

ACKNOWLEDGED AND AGREED, PARTICULARLY AS TO §3(b) AND §6(c):
CITY OF AURORA, ILLINOIS, a municipal corporation

By: _____
Name: _____
Its: _____

Date: _____

ACKNOWLEDGED AND AGREED, PARTICULARLY AS TO §3(b) AND §6(c):
ILLINOIS HISTORIC PRESERVATION AUTHORITY

By: [Signature]
Name: Anne E. Hacker
Its: Deputy State Historic Preservation Officer

Date: 1-3-08

ATTACHMENT A

LEGAL DESCRIPTION OF THE PROPERTY

THAT PART OF LOT 1 IN BERCO SUBDIVISION OF PART OF LOT 3 IN C.H. BRUMMEL'S ASSESSMENT PLAT IN THE EAST HALF OF SECTION 32, TOWNSHIP 39 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 10, 1973 AS DOCUMENT R73-41674, TOGETHER WITH THAT PART OF SAID SECTION 32 DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 1, THENCE NORTH $82^{\circ}30'36''$ WEST ALONG THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 154.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH $82^{\circ}30'36''$ WEST ALONG SAID SOUTH LINE AND A WESTERLY EXTENSION THEREOF, 261.13 FEET TO A LINE 90.00 FEET, MEASURED AT RIGHT ANGLES, EAST OF AND PARALLEL WITH THE CENTERLINE OF EOLA ROAD ACCORDING TO PLAT RECORDED JANUARY 13, 1949 AS DOC. NO. 561331; THENCE NORTH $04^{\circ}09'58''$ EAST ALONG SAID PARALLEL LINE, 95.70 FEET TO A POINT ON A NON-TANGENT CURVE, THENCE EAST ALONG A CURVE CONVEX TO THE SOUTH, HAVING A RADIUS OF 490.00 FEET FOR AN ARC DISTANCE OF 100.02 FEET (THE CHORD THEREOF BEARING SOUTH $88^{\circ}21'27''$ EAST, 99.84 FEET) TO A POINT OF TANGENCY; THENCE SOUTH $82^{\circ}30'36''$ EAST, 31.46 FEET TO A POINT OF CURVATURE; THENCE EAST ALONG A CURVE CONVEX TO THE SOUTH, HAVING A RADIUS OF 490.00 FEET FOR AN ARC DISTANCE OF 109.93 FEET TO A POINT OF TANGENCY; THENCE SOUTH $69^{\circ}39'19''$ EAST, 27.57 FEET; THENCE SOUTH $07^{\circ}29'24''$ WEST, 87.29 FEET TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

[SURVEYOR IS CONFIRMING THAT THIS IS FINAL AND IS PROVIDING A BOUNDARY SKETCH]

ATTACHMENT B

LEGAL DESCRIPTION OF THE PROJECT

LOTS 1 THROUGH 5 INCLUSIVE IN BERCO SUBDIVISION OF PART OF LOT 3 IN C.H. BRUMMEL'S ASSESSMENT PLAT IN THE EAST HALF OF SECTION 32, TOWNSHIP 39 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 10, 1973 AS DOCUMENT R73-41674,

TOGETHER WITH:

THAT PART OF SECTION 32, TOWNSHIP 39 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS BEGINNING AT THE WESTERLY MOST SOUTHWEST CORNER OF SAID LOT 1, SAID POINT ALSO BEING ON THE EAST LINE OF EOLA ROAD PER BERCO SUBDIVISION, AFORESAID, THENCE SOUTH $83^{\circ}38'51''$ EAST ALONG A SOUTHERLY LINE OF SAID LOT 1, A DISTANCE OF 183.20 FEET TO A CORNER OF SAID LOT 1, THENCE SOUTH $06^{\circ}44'08''$ WEST ALONG A WESTERLY LINE OF SAID LOT 1, A DISTANCE OF 202.20 FEET TO THE MOST SOUTHERLY SOUTHWEST CORNER OF SAID LOT 1, AND THE NORTHEAST CORNER OF THE CEMETERY LOT; THENCE NORTH $82^{\circ}30'36''$ WEST ALONG A WESTERLY EXTENSION OF THE SOUTH LINE OF SAID LOT 1 AND THE NORTH LINE OF THE CEMETERY LOT, A DISTANCE OF 218.45 FEET TO WHAT WAS THE CENTER LINE OF BIG WOODS ROAD; THENCE NORTH $08^{\circ}14'47''$ EAST ALONG THE CENTER OF SAID ROAD, 197.97 FEET TO AN INTERSECTION WITH A WESTERLY EXTENSION OF THE FIRST COURSE OF THIS DESCRIPTION; SOUTH $83^{\circ}38'51''$ EAST ALONG SAID WESTERLY EXTENSION, 30.02 FEET TO THE POINT OF BEGINNING,

EXCEPTING THEREFROM ALL THAT PART OF SECTION 32 AND LOT 1, AFORESAID, FALLING WITHIN THE FOLLOWING DESCRIBED TRACT:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 1, THENCE NORTH $82^{\circ}30'36''$ WEST ALONG THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 154.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH $82^{\circ}30'36''$ WEST ALONG SAID SOUTH LINE AND A WESTERLY EXTENSION THEREOF, 261.13 FEET TO A LINE 90.00 FEET, MEASURED AT RIGHT ANGLES, EAST OF AND PARALLEL WITH THE CENTERLINE OF EOLA ROAD ACCORDING TO PLAT RECORDED JANUARY 13, 1949 AS DOC. NO. 561331; THENCE NORTH $04^{\circ}09'58''$ EAST ALONG SAID PARALLEL LINE, 95.70 FEET TO A POINT ON A NON-TANGENT CURVE, THENCE EAST ALONG A CURVE CONVEX TO THE SOUTH, HAVING A RADIUS OF 490.00 FEET FOR AN ARC DISTANCE OF 100.02 FEET (THE CHORD THEREOF BEARING SOUTH $88^{\circ}21'27''$ EAST, 99.84 FEET) TO A POINT OF TANGENCY; THENCE SOUTH $82^{\circ}30'36''$ EAST, 31.46 FEET TO A POINT OF CURVATURE; THENCE EAST ALONG A CURVE CONVEX TO THE SOUTH, HAVING A RADIUS OF 490.00 FEET FOR AN ARC DISTANCE OF 109.93 FEET TO A POINT OF TANGENCY; THENCE SOUTH $69^{\circ}39'19''$ EAST, 27.57 FEET; THENCE SOUTH $07^{\circ}29'24''$ WEST, 87.29 FEET TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

ATTACHMENT C
QUIT CLAIM DEED

This instrument prepared by
and after recording return to:
Danielle Meltzer Cassel
DLA Piper US LLP
203 N. LaSalle Street, Suite 1900
Chicago, IL 60601

QUIT CLAIM DEED

WITNESSETH, Park Butterfield
LLC, an Illinois limited liability
company ("Grantor"), for and in
consideration of the sum of TEN
AND NO/100 DOLLARS (\$10.00)
in hand paid by Big Woods

This space reserved for Recorder's use only.

Congregational Church, an Illinois not-for-profit corporation ("Grantee"), the receipt of which is hereby acknowledged, and other good and valuable consideration, by these presents does hereby convey and quitclaim to Grantee the real estate legally described on Exhibit A attached hereto and by this reference made a part hereof (the "Property"), TOGETHER WITH any of Grantor's rights, title and interests in the Property, whether reversionary, existing, or future, BUT SUBJECT TO, without limiting the quitclaim nature of this Deed, real estate taxes and special assessments not yet due and payable; easements, encroachments, covenants and restrictions of record; liens and encumbrances and such other title defects as may exist and to the obligation that Grantee shall be obligated to promptly and unconditionally execute such consents and documents as are necessary for Grantor or its successors and assigns to amend or modify any annexation agreement or zoning approvals to which the Property and lands or property of the Grantor may both be subject, provided such amendment or modification does not directly, materially and adversely impact the Grantee or the Property.

IN WITNESS WHEREOF, the Grantor aforesaid has executed and delivered this Quitclaim Deed on the _____ day of _____, 2008.

GRANTOR:
PARK BUTTERFIELD, LLC, an Illinois limited liability
company

By: 
Steven S. Poulos, its Manager

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Steven S. Poulos, not personally, but solely in the capacity of Manager of PARK BUTTERFIELD, LLC, whose name is subscribed to this Quit Claim Deed, appeared before me this day in person and acknowledged that he signed and delivered this Quit Claim Deed as the free and voluntary act of PARK BUTTERFIELD, LLC, for the uses and purposes therein set forth. GIVEN under my hand and Notarial Seal this _____ day of _____, 2008.


Notary Public

My Commission Expires: *November 26, 2011*

After recording, all tax bills should be mailed to: _____

ATTACHMENT D
BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT

For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Park Butterfield, LLC, an Illinois limited liability company ("Transferor") hereby assigns, transfers and conveys to Big Woods Congregational Church, an Illinois not-for-profit corporation ("Transferee"), to implement certain agreements set forth in the Donation Letter dated December 19, 2007 by and between Transferor and Transferee (the "Donation Letter"), all of the following with respect to that certain parcel of real estate located in DuPage County and legally described on Exhibit A attached hereto (the "Land"):

- (a) The tangible personal property and fixtures owned by Transferor and located upon and used in connection with Land (the "Tangible Property") and all of Transferor's right, title and interest in and to all permits, licenses, warranties, certificates of occupancy or other approvals, whether of governmental units or otherwise, applicable to the Land and Tangible Property, to the extent assignable; and
- (b) All of Transferor's rights, interests and obligations with respect to the Land pursuant to the following (collectively, the "Agreements"): the Plat, the Declaration, the NFR Letter, the No Jurisdictional Wetlands Letters dated April 17, 2000 and November 1, 2000, the Fox Metro Water Reclamation annexation, the Fox Valley Park District annexation, the Zoning Approvals and the Annexation Agreement (as such terms are defined in the Donation Letter); provided, however, with respect to the Annexation Agreement, the term Agreements shall only refer to those obligations of the "Developer" in the Annexation Agreement that relate solely to the Land as defined herein, including, without limitation, responsibility to construct any sidewalk or bike path on the Land when and if such sidewalk or bike path is required to be constructed in accordance with the Annexation Agreement.

The property enumerated in (a) and (b) above is collectively referred to as the "Personal Property".

Transferee hereby accepts and assumes the Personal Property on an "as is, where is" basis with representation or warranty. Transferee hereby assumes the foregoing transfer and assignment of the Agreements and agrees to assume Transferor's interest therein, and subject to the terms of the Agreements, to assume and to pay, perform and discharge all of Transferor's obligations thereunder. Transferor has not made and does not make any express or implied warranty or representation of any kind whatsoever with respect to the Land, Personal Property or Agreements, including but not limited to: merchantability, fitness for any purpose; design, condition, quality, capacity, workmanship or compliance with the requirements of any law, rule, specification or contract pertaining thereto; patent infringement or latent defects. Transferee hereby indemnifies and holds harmless Transferor from and against any and all losses, liabilities, claims, costs and expenses, injuries, actions, and damages to persons or property arising from the use or ownership, design, construction, operation, maintenance, repair, replacement, renewal or use of the Land and Personal Property, or violation of any environmental use or title restriction thereon by Transferee, its employees, agents, consultants, contractors, invitees or other members of the public, and their respective successors and assigns.


From and after the date hereof, Transferor and Transferee each shall be obligated to promptly and unconditionally execute such consents and documents as are necessary for the other party to amend the Annexation Agreement or Zoning Approvals, provided such Amendment does not directly, materially and adversely impact the party providing such consent or it's portion of the lands governed by the Annexation Agreement.

IN WITNESS WHEREOF, the parties have caused this Bill of Sale, Assignment and Assumption Agreement to be executed and delivered as of this ____ day of _____, 2008.

TRANSFEROR:
PARK BUTTERFIELD, LLC, an Illinois limited liability company

By: 
Steven S. Poulos, its Manager

TRANSFEEE:
BIG WOODS CONGREGATIONAL CHURCH, an Illinois nonprofit corporation

By: 
Name: Dennis Jaskoviak
Its: Trustee and authorized signatory

Date: December 27, 2007

ATTACHMENT E
ESCROW AGREEMENT

January 4, 2008

Chicago Title Insurance Company
1725 S. Naperville Road
Wheaton, Illinois 60187
Attention: Julie Ebbert ("Escrowee")

Re: Escrow # _____


Dear Ms. Ebbert:

This letter shall constitute the instructions of Donor and Donee (each defined below) in connection with the above referenced transaction.

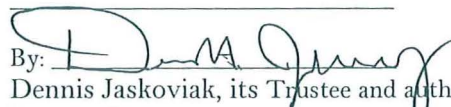
1. For the purposes herein, the following terms shall have the following meanings:
 - "Escrow Trust Disbursement Statement" shall mean that certain Escrow Trust Disbursement Statement as executed by or on behalf of Donee, Donor, and Escrowee.
 - "Donor": Park Butterfield, LLC, an Illinois limited liability company.
 - "Donor's Counsel": Danielle Meltzer Cassel, danielle.m.cassel@gmail.com, 5427 South Drexel Avenue, Chicago, Illinois 60615.
 - "Donee": Big Woods Congregational Church, an Illinois nonprofit corporation, c/o Dennis Jaskoviak, its Trustee, DJASKOVIAK@mcandrews-ip.com, McAndrews, Held & Malloy, 500 West Madison Street, 34th Floor, Chicago, IL 60661.
 - "Donation Agreement" shall mean that certain Donation Letter Agreement to donate land made by and between Donor and Donee, dated December 19, 2007.
 - "Property" shall mean the approximately .61 acres of land in the City of Aurora, DuPage County, Illinois, as described in Schedule A of the Title Policy (as defined below).
 - "Recorder": the Recorder of DuPage County, Illinois.
 - "Title Company": Chicago Title Insurance Company.
 - "Title Policy": shall mean an Owner's Policy of Title Insurance issued by the Title Company in the amount of \$200,000, insuring the Donee as fee owner of the Property, subject to Exceptions set forth in Exhibit B thereto, but with full extended coverage over all general title exceptions contained in the Owner's Policy.
2. Donor or Donor Counsel shall deposit, or cause to be deposited, with Title Company, the following documents (collectively, "**Donor's Deposits**"):
 - a. Donor's counterpart to the Escrow Trust Disbursement Statement;
 - b. A fully-executed quit claim deed;
 - c. Donor's executed counterpart to a State and County Transfer Tax Declaration;
 - d. One fully-executed Bill of Sale, Assignment and Assumption Agreement; and
 - e. Plat Act and ALTA Affidavits; "GAP" Indemnity; mortgage release; and such other customary documents required by Title Company to issue the Owner's Policy.
3. Donee shall deposit, or cause to be deposited, with Title Company, the following documents (collectively, "**Donee's Deposits**"):
 - a. Donee's counterpart to the Escrow Trust Disbursement Statement;
 - b. Donee's executed counterparts to the State and County Transfer Tax Declaration;
 - c. The Resolution evidencing that Donee's corporate authorities have authorized acquisition and closing documents;
 - d. Donee's ALTA Affidavit; "GAP" Indemnity; and such other additional documents and funds as required by Title Company, in order to permit Title Company to issue the Title Policy.
4. The following are collectively referred to as the "**Conditions Precedent**":
 - a. You have received all Donor's Deposits and all Donee's Deposits.
 - b. The Title Company is prepared to and agrees to irrevocably commit to issue the Owner's Policy to and for the benefit of the Donee, its successors and assigns.
 - c. Both parties have received a facsimile copy of these instructions executed by an authorized officer of Title Company and been notified by Donor's Counsel and Donee's Counsel that all closing conditions in the

- Donation Agreement have been satisfied or waived.
- d. You are in receipt of sufficient funds from the Donor and Donee to pay their respective disbursements as set forth in the Escrow Trust Disbursement Statement. Donor shall be responsible for all recording charges and 1/2 of the \$600 escrow fee. Donee shall be responsible for the costs of the Owner's Policy and extended coverage (\$1,025 and \$250, respectively) and 1/2 of the \$600 escrow fee.
5. All references in this Section 5 to recording shall be with the Recorder. Provided the Conditions Precedent have all occurred, you are hereby authorized and instructed to immediately thereafter perform the following actions, in the following order:
 - a. Send an electronic mail to both parties to inform them the Conditions Precedent have all occurred and you are proceeding with recordation and disbursements.
 - b. If provided by Donor, record any plat of subdivision, declaration and mortgage release and loan documentation provided by Donor;
 - c. Record the quitclaim deed;
 - d. Make the Disbursements in accordance with the Escrow Trust Disbursement Statement.
 - e. Disburse any over-deposits from Donee to Donee as directed by those parties.
 - f. Send an electronic mail to all Counsel to inform them that the foregoing has occurred.
 - g. Deliver to Donor's Counsel: (i) one copy (showing all recording information) of the foregoing recorded documents; (ii) one copy of the Donee's Deposits; and (iii) one copy of the Owner's Policy.
 - h. Deliver to Donee: (i) one copy (showing all recording information) of the foregoing recorded documents; (ii) one copy of the other Donor Deposits; and (iii) one original Owner's Policy.
 6. In the event the Conditions Precedent have not all occurred on or before 5:00 p.m. C.S.T. on June 30, 2008, you are hereby directed to hold all Deposits pending joint written order of Donor Counsel and Donee or, alternatively, if either party delivers to you written notice that the other party is in default under the Donation Agreement or these instructions, to return the Donee Deposits to Donee, the Donor Deposits to Donor.
 7. Notwithstanding the failure of Donor's Counsel or Donee to receive a copy of these instructions executed by an authorized officer of Title Company, the recordation of the Deed shall constitute evidence of Title Company's agreement to comply with its obligations under these instructions.
 8. These instructions may be executed in separate counterparts, each of which shall be an original and all of which taken together shall constitute one and the same agreement.
 9. Wherever the time for performance of a condition falls upon a Saturday, Sunday or holiday, such time for performance shall be extended to the next business day.
 10. This Escrow shall be in furtherance of and not supersede the Donation Agreement.

DONOR'S COUNSEL:
DLA PAPER US LLP

By: 
Danielle Meltzer Cassel, Esq.
Date: January 4, 2008

DONEE:

By: 
Dennis Jaskoviak, its Trustee and authorized signatory
Date: January 4, 2008

ACCEPTED BY TITLE COMPANY/ESCROWEE:
CHICAGO TITLE

By: _____
Julie Ebbert

Date: January ____, 2008

ATTACHMENT F
PHOTO OF WINDOWS TO BE REPLACED



ATTACHMENT G
LIST OF APPROVED CONTRACTORS

Aurora Window Restoration	Frank Rojas	window restoration, painting	(630) 235-3838
A. R. Bex & Sons		Specialty carpentry, painting	879-6144
Daniel J. Diercks	Dan Diercks	remodeling/windows/weatherization	851-2700
Chandler's Top to Bottom Service	Len Chandler	window restoration	630 584-9062
Empire Millworks Company	John Conway	window restoration	708 333-4125
Old Blue Construction	Richard Collins	window restoration	309 286-3022
Penzato Remodeling & Restoration	Kevin Penzato	window restoration	630 761-0268
Salb Sash & Door	4255 West 43rd Street	window reconstruction/replacemnet	773 247-7255
Re-visions	451 West Fulerton	window replacement	630 617-5970
Window Renewal by Dick's Fix It	Dick Sharp	new windows	630 232-0411

ATTACHMENT H
PHOTO OF MASONRY



**ATTACHMENT I
WELL SEALING INFORMATION**

OCT.10'2007 11:15

#1090 F.002/000



WATER WELL SEALING FORM

DuPage County Health Department, Environmental Health Services
111 N. County Farm Road, Wheaton, IL 60187

This form shall be submitted to this Department not more than 30 days after a well is sealed. Wells shall be sealed in accordance with sealing requirements in the DuPage County Private Water Supply Ordinance.

1. Ownership Premier Design + Build Group LLC 2800 Paris Rd Des Plaines
 Name Address City

2. Well location 3S 437 Eola Rd
 Address City

Parcel # 04-32-400-001
NW Quarter of the NW Quarter of the SE Quarter of
 Section 32 Township 39 N. Range 9 E of the 3rd principal meridian.

3. Year drilled _____ 4. Permit # (date if known) _____
(Leave blank if unknown) (Leave blank if unknown)

5. Type of well: Drilled , Bored _____, Driven _____, Other _____

6. Total depth 106', diameter (inches) 5"

7. Well clear of obstructions? Yes , No _____

If no, record depth and type of obstruction _____

8. Details of well sealing:
 Filled with _____ from _____ to _____ ft.
 Sealing material Bentonite chips (medium) from 106 to 0 ft.
 Filled with _____ from _____ to _____ ft.
 Sealing material _____ from _____ to _____ ft.
 Filled with _____ from _____ to _____ ft.
 Sealing material _____ from _____ to _____ ft.

9. Casing record:
 Upper 2 feet of casing removed? Yes _____, No . If no, record actual depth and reason for variation _____

If well casing consists of brick, stone, or other porous material, was casing removed 10 feet below surface?
 Yes _____, No _____

10. Date well was sealed 3 / 20 / 2007
 Month Day Year

11. Licensed water well driller or other person approved by the Department performing well sealing:
JOHN A. JABLONSKI John C. Johnson
 Name Signature
111068 RIPPBURGER RD 102-002615
 Address Complete License Number
PLATO CENTER IL 60124
 City State / Zip

*Show well location on reverse side.

John C. Johnson

WELL LOCATION ON SITE

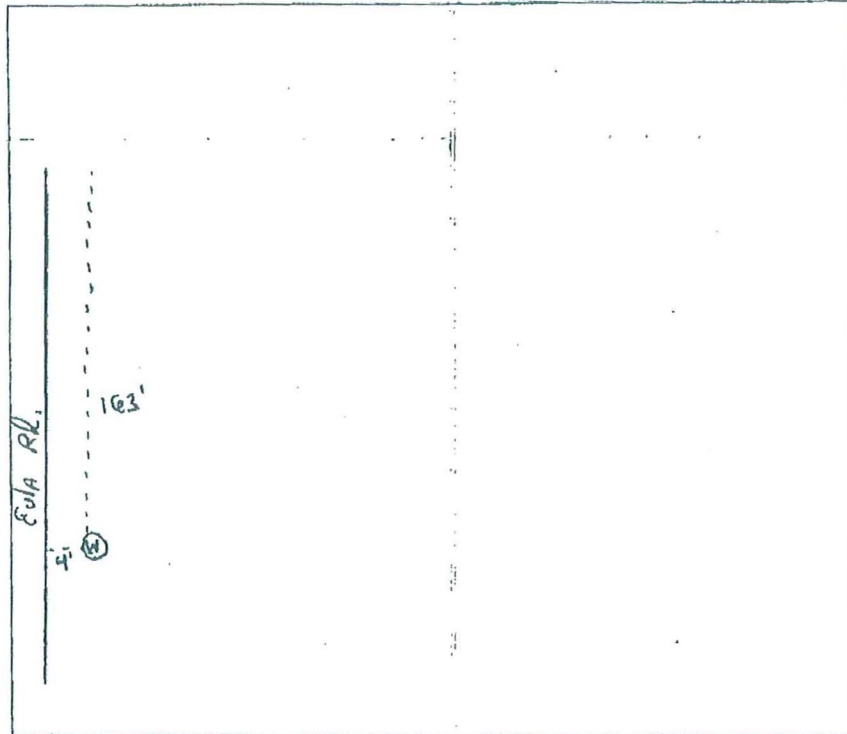
Show street name and distance of well from two adjacent lot lines. Please include buildings or other landmarks on site.

Original well construction:

Pitless adaptor _____, Buried seal _____, Pit , Other _____

Reason for sealing:

Demolition , Public water connection _____, Other _____



Comments: _____

ATTACHMENT J

ASBESTOS SURVEY REPORT, ASBESTOS ABATEMENT LETTER,
PHASE I ENVIRONMENTAL ASSESSMENT,
AND LETTERS DATED MAY 5, 2006 AND MAY 11, 2006

[Attached]

[Documents emailed to Dennis Jaskoviak; will be attached with executed copy]