
ORDINANCE NO. 22-23-08

*An Ordinance Authorizing the Village of Johnsburg
to Enter into a Purchase Agreement and Escrow Instructions with Redwood USA LLC*

AN ORDINANCE PASSED BY THE
PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF JOHNSBURG
AT A REGULAR MEETING ON AUGUST 16, 2022
PUBLISHED IN PAMPHLET FORM BY AUTHORITY OF THE
PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF JOHNSBURG

President

Edwin P. Hettermann

Board of Trustees

Tom Curry
Beth Foreman
Kyle Frost
Josh Hagen
Greg Klemstein
Scott Letzter

Village Administrator

Claudett Sofiakis

ORDINANCE NO. 22-23-08

An Ordinance Authorizing the Village of Johnsburg to Enter into a Purchase Agreement and Escrow Instructions with Redwood USA LLC

WHEREAS, the Village of Johnsburg, an Illinois municipal corporation (the "Village") has negotiated and wishes to enter into a Purchase Agreement and Escrow Instructions with Redwood USA LLC for the potential sale of surplus property located southeast of North Johnsburg Road which is assigned permanent index number 10-18-201-001, consisting of approximately 3.21 acres. (the "Property"). The Purchase Agreement and Escrow Instructions are attached hereto as Exhibit A (the "Agreement");

WHEREAS, it would be in the best interests of the Village to sell the Property to Redwood USA LLC and the best interests of the Village will be served by its sale;

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Johnsburg, McHenry County, Illinois, as follows:

SECTION 1: That the Agreement attached hereto as Exhibit A, is hereby approved and the President is authorized to execute same on behalf of the Village and the Village Clerk is authorized to attest such signature and apply the Village seal to same.

SECTION 2: If any section, paragraph, subdivision, clause, sentence or provision of this Ordinance shall be adjudged by any Court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.

SECTION 3: All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 4: This Ordinance shall be in full force and effect upon its passage, approval and publication in pamphlet form (which publication is hereby authorized) as provided by law.

Ayes: Trustee Curry, Foremann, Frost, Hagen, Klemstein and Letzter

Nays: None

Absent: None

Abstain: None

APPROVED:



President Ed Hettermann

(SEAL)

ATTEST: 
Village Clerk Claudett Sofiakis

Passed: August 16, 2022

Approved: August 16, 2022

Published: August 16, 2022

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PURCHASE AGREEMENT AND ESCROW INSTRUCTIONS

THIS PURCHASE AGREEMENT AND ESCROW INSTRUCTIONS ("Agreement") is made effective as of _____, 2022 ("Effective Date"), by and between the **VILLAGE OF JOHNSBURG**, a _____ ("Seller"), with an address of 1515 Channel Beach Avenue, Johnsburg, Illinois 60051, and **REDWOOD USA LLC**, an Ohio limited liability company, or its nominee ("Buyer"), with an address of 7007 East Pleasant Valley Road, Independence, Ohio 44131.

Seller is the owner of certain real property located southeast of North Johnsburg Road in the Village of Johnsburg, County of McHenry and State of Illinois, which is known as Permanent Parcel Number 10-18-201-001, consisting of approximately 3.21 acres, which property is described and/or depicted on Exhibit "A" attached hereto and made a part hereof (the "Property"). Seller and Buyer agree that the parties will agree upon the legal description of the Property, which description will exclude the sled hill and cell tower area, as depicted on Exhibit "A."

1. PURCHASE

Seller agrees to sell and Buyer agrees to purchase from Seller the Property, together with all improvements thereon, and appurtenant rights, privileges and easements, including, without limitation, all available land division rights under law, the right to any and all easements, including but not limited to easements for storm water drainage, water, sanitary sewer, electrical, natural gas or telephone service, all oil, gas, air, and mineral rights, all prepaid water and sanitary taps, and all plans, specifications, approvals, and permits relating to the Property.

2. PURCHASE PRICE

Buyer will pay at Closing (hereinafter defined) as the purchase price for the Property an amount equal to \$58,000 per acre ("Purchase Price"); provided, however, if the Survey (as hereinafter defined) reflects the total acreage of the Property is at least 0.1 acres more than 3.21 acres or at least 0.1 acres less than 3.21 acres, then the Purchase Price will be adjusted accordingly, based on a price of \$58,000 per acre. The Survey will be certified to the Seller and set forth the precise acreage of the Property.

3. DEPOSIT IN ESCROW

Within five (5) business days after the Effective Date, Buyer will deposit with the Escrow Agent (hereinafter defined) the sum of Ten Thousand Dollars (\$10,000) as earnest money ("Earnest Money"), which will be fully refundable to Buyer during the Due Diligence Period, as may be extended, and will be applied against the Purchase Price at Closing. After the expiration of the Due Diligence Period, as may be extended, the Earnest Money will be non-refundable to Buyer unless Seller defaults under this Agreement, however, the Earnest Money will remain applicable against the Purchase Price at Closing.

4. ESCROW AGENT

North Forest Title Services, LLC, with an address of 20445 Emerald Parkway, Suite 200, Cleveland, Ohio 44135, Attn: Mary Porter – mary.porter@stewart.com (or its affiliate), will serve as escrow agent (“Escrow Agent”) for this transaction and will issue the title commitment and title policy in connection therewith. This Agreement will constitute escrow instructions. The Escrow Agent may attach hereto its usual conditions of acceptance of escrow which will be controlling insofar as they do not conflict with the terms of this Agreement. Buyer may, at any time upon notice delivered to Seller, elect to use a different Escrow Agent for purposes of this Agreement, in which event Buyer and Seller will enter into an amendment to this Agreement indicating the new Escrow Agent.

5. DOCUMENT DELIVERY AND DUE DILIGENCE

A. Seller agrees to furnish to Buyer within ten (10) days after the Effective Date, any appraisals, surveys, existing utility location(s), owner’s title insurance policies, environmental reports and studies, assessments (special or otherwise), statements, ad valorem real and personal property tax bills, leases for farming (“Farm Leases”), notices or correspondence from governmental entities, books, records, files and related items and any other documents or documentation relating to the Property that Buyer may reasonably request, which are in Seller's possession or readily available to Seller.

B. Seller understands that in order for Buyer to develop the Property it is necessary, and this transaction is expressly contingent upon, Buyer obtaining all necessary final governmental approvals for the proposed development and construction of a single-story multi-family apartment development (the "Project") on the Property, including but not limited to rezoning, site plan approval, PUD approval, if applicable, annexation agreement approval, plat approval, and any additional permitting and approvals such as building permits required for the construction of the Project (the “Approvals”), and upon Buyer being satisfied in its sole and absolute discretion with the feasibility of the Project and the physical condition of the Property, including, without limitation, the environmental condition of the Property (collectively, its "Due Diligence"). Buyer will have two hundred seventy (270) days from the Effective Date (“Due Diligence Period”) to satisfy such contingencies. In addition, Buyer will have the right and option to extend the Due Diligence Period for up to two (2) additional successive periods of ninety (90) days each and Buyer will pay to the Escrow Agent an extension fee in the amount of \$10,000.00 (“Extension Fee”) for each such extension, which Extension Fee(s) will be refundable to Buyer and will be applied against the Purchase Price at Closing. Upon expiration of the Due Diligence Period, as may be extended, the Extension Fee(s) will be non-refundable to Buyer (unless Seller defaults under this Agreement) but will be applied against the Purchase Price at Closing.

Seller grants to Buyer the authority in its dealing with such governmental bodies to do so in Seller’s name where applications may only be made in the name of the title holders and Seller will execute such documents necessary in connection therewith and will cooperate with Buyer in that regard. Buyer will be responsible for the cost of its engineering drawings, landscape plans, permits, review fees, and other costs of Approvals in connection with Buyer’s Due Diligence. As it will be necessary for Buyer and/or its agents to enter upon the Property to perform

a survey of the Property (the "Survey"), prepare architectural drawings and conduct environmental, soil, geotechnical and other studies and inspections and other due diligence related to the Property prior to the transfer of title, permission to do so is hereby given.

Buyer, in its sole and absolute discretion, may terminate this Agreement at any time on or prior to the expiration of the Due Diligence Period, as may be extended, if Buyer is not satisfied with the results of any such Due Diligence, does not obtain any required Approvals, and/or for any reason or no reason whatsoever. Upon such termination, Buyer will be entitled to the immediate return of the Earnest Money and Extension Fees(s), if applicable, and the parties will thereafter be released from any liability hereunder. If Buyer provides Seller with a written notice of termination on or before the expiration of the Due Diligence Period, as may be extended, Buyer will be deemed to have elected to terminate this Agreement.

6. SELLER'S REPRESENTATIONS AND WARRANTIES

Seller, to the best of its knowledge, hereby represents, warrants and covenants with Buyer as follows: (a) there is no pending violation of any ordinance, statute, rule or regulation with respect to the Property; (b) there are no gas wells or other wells (whether capped or uncapped, plugged or unplugged) on or about the Property; (c) there are no encroachments on the Property by any improvements located on any adjoining property; (d) there are no toxic or hazardous substances, as those terms are currently understood under Federal EPA Laws and Regulations, on or under the surface of the Property; (e) there are no underground storage tanks on the Property; (f) there are no recapture agreements or recapture fees affecting the Property; (g) Seller is fully authorized to enter into this Agreement; (h) no leases affect the Property and none will be made without the consent of Buyer and, except as otherwise set forth in the title commitment to be obtained by Buyer, no other encumbrances affect the Property and none will be made without the consent of Buyer; (i) Seller will not alter or modify the physical nature or characteristics of the Property or any part thereof; (j) no work has taken place on the Property in the last one hundred twenty (120) days which would create in any party a right to a lien against the Property, except for such work that has been fully paid for by Seller; (k) there are no threatened or pending special assessments, condemnation, zoning, or other proceedings or litigation with respect to the Property; (l) Seller will conduct its business involving the Property in the ordinary course, and during said period, Seller will: (i) not transfer or convey the Property or any portion thereof or create on the Property or any portion thereof any easements, liens, mortgages, encumbrances (including, but not limited to, leases or occupancy agreements) or other interests; (ii) not enter into any contracts or other commitments regarding the Property which are not terminable upon thirty (30) days prior written notice without the prior written consent of Buyer; (iii) continue to maintain, repair and replace the Property in at least the manner which Seller has previously maintained, repaired and replaced the Property; (iv) comply with all laws or municipal ordinances, regulations, orders or requirements affecting the Property; and (v) deliver notice to Buyer of (1) any suits or claims affecting the Property that Seller has or receives knowledge of, or (2) any actual or threatened condemnation of any portion of the Property or any adjacent parcel of land that Seller has or receives knowledge of; (m) Seller is not a non-foreign person which requires Buyer to withhold proceeds or to deduct, withhold or pay any amount of tax pursuant to Section 1445 of the Internal Revenue Code of 1986, as amended; and (n) Seller has provided Buyer with the approximate location(s) of all existing utilities.

7. CONVEYANCE OF TITLE

Seller will deliver or cause to be delivered to Buyer, or its nominee, at Closing, a duly recordable general warranty deed ("Deed"), conveying fee simple, marketable title to the Property, including all oil, gas, air, and mineral rights, with all available land division rights, free and clear of all defects of title, liens, and encumbrances whatsoever, except for only those restrictions, easements, limitations, reservations, and conditions of record which are approved in writing by Buyer in its sole and absolute discretion, and except current taxes and assessments which are a lien but which are not yet due and payable. Buyer may elect to pursue and file an application or request for land division or subdivision plat of the Property prior to Closing for Buyer to phase the construction of the Project, and Seller will consent to any such application or request. If Buyer does not obtain and prepare a final plat encompassing the Property, Buyer will structure its land purchases so as to qualify for an exemption under the Plat Act.

8. TITLE EVIDENCE

Buyer, at its cost, will arrange for the Escrow Agent to issue in favor of Buyer an ALTA owner's fee policy of title insurance ("Title Policy"), with standard exceptions omitted, in the amount of the Purchase Price of the Property, showing title, to and including the date and time of the recording of the Deed, to be the quality and in the condition required by the terms hereof. Should a matter in title appear that is not acceptable to Buyer or may impact Buyer's intended use and development of the Property, Seller will have thirty (30) days following receipt of Buyer's title and survey objection letter within which to cure such matter. If such matter is not cured within thirty (30) days, Buyer may, at its option, (a) elect to accept such title as Seller is able to furnish, (b) attempt to cure the objection itself, (c) agree to a reduction of the Purchase Price equal to the value of the diminishment of the Property as a result of such objection (neither party being obligated to agree to such reduction), or (d) terminate this Agreement, in which case the Earnest Money and Extension Fee(s), if any, will be returned to Buyer, and any documents will be returned to the party depositing same and neither party shall have any further liability to the other. Notwithstanding the foregoing or anything contained in this Agreement to the contrary, Buyer will not be required to object to any mortgages or liens voluntarily entered into by Seller or construction liens which can be eliminated or discharged by the payment of a liquidated sum of money (collectively, the "Monetary Encumbrances"), and Seller will be obligated to eliminate and discharge all of the Monetary Encumbrances on or before the Closing to the extent that Buyer or Buyer's agent did not incur the encumbrance. If Seller does not eliminate or discharge the Monetary Encumbrances by Closing, Buyer may do so and deduct the cost thereof from the Purchase Price.

9. POSSESSION

Buyer will be given exclusive possession of the Property upon transfer of title free of the possession rights of any other person.

10. PRORATIONS

The Seller represents to Buyer that the Property is tax exempt and the parties agree that, so long as the Property remains tax exempt under Seller's ownership, in no event shall Seller be responsible for any real estate tax pro ration at Closing. The Seller also represents to Buyer that no water bill is issued for the Property.

11. CLOSING

This transaction will be closed within thirty (30) days after the expiration of the Due Diligence Period, as may be extended ("Closing"), and all funds and documents required hereunder will be deposited in escrow at Closing. The Escrow Agent will close this transaction when it has in its possession and available for recording and subsequent delivery to Buyer the Deed, and is prepared to issue the Title Policy, with standard exceptions omitted, in an amount reasonably satisfactory to Buyer, and when it has in its possession and available for delivery to Seller the Purchase Price less the charges set forth below. Closing will take place at the office of Escrow Agent or by escrow via email, with original documents sent to Escrow Agent via USPS or nationally recognized overnight delivery courier.

12. CHARGES IN ESCROW

The Escrow Agent will charge Buyer with: one-half (1/2) of the escrow and closing fees, the cost of recording the Deed, and the cost of any endorsements requested by Buyer, other than those necessary to cure any title and Survey objections specified by Buyer; and Seller with: one-half (1/2) of the escrow and closing fees, the cost of the Title Policy, including the cost of any endorsements necessary to cure any title and Survey objections specified by Buyer, the costs of any recording fees necessary to cure any title and Survey objections specified by Buyer; provided, however, the foregoing Seller costs shall not exceed \$2,000.

13. RISK OF LOSS

Seller will bear the risk of loss by fire or other acts of hazard until the transfer of title.

14. BROKER'S COMMISSION

Buyer and Seller each warrants and represents that no other real estate broker besides Dan Flanagan of Flanagan Realty, who represents Buyer, are entitled to a commission in this transaction. At Closing, Seller will pay such broker any commissions due such broker equal to three percent (3%) of the Purchase Price. Buyer and Seller will each indemnify, defend, and hold the other party harmless from and against any claim, loss, liability, or expense incurred by such party as a result of a claim by a broker or finder through such indemnifying party.

15. SURVIVAL OF REPRESENTATIONS

All representations and warranties contained herein are made as of the Effective Date and will be deemed to have been made again on the date title transfers without merger and will survive such date and the delivery and recording of the Deed to the Property and any other instrument of conveyance.

16. DEFAULT

If Seller fails to perform any of Seller's obligations under this Agreement and such failure will continue for a period of thirty (30) days after notice from Buyer, then Buyer will be entitled to the immediate return of the Earnest Money and Extension Fee(s), if any, and Seller will pay for any escrow and/or title fees, and both parties will be relieved of all further liability hereunder, or Buyer may bring suit for damages, specific performance or equitable relief against Seller. If Buyer fails to perform any of Buyer's obligations under this Agreement and such failure continues for a period of thirty (30) days after notice from Seller, then Seller may retain (or have paid to Seller on demand) the Earnest Money and Extension Fee(s), if any, as liquidated damages and a non-refundable fee, as Seller's sole and exclusive remedy, and both parties will be relieved of all further liability hereunder.

17. NOMINEE

Buyer has the right to take title to the Property in the name of a nominee and Buyer has the right to assign this Agreement.

18. NOTICE

All notices, requests and other communications under this Agreement will be in writing and will be deemed given when (a) made by personal delivery; (b) sent by FedEx or a similar national overnight delivery service; or (c) sent by email during normal business hours (i.e. 8 a.m. to 6 p.m., Monday through Friday) and confirmed by delivering a copy of such email notice by another permitted means, provided that such notice will be deemed effective upon transmittal of email (not upon dispatch or receipt of a copy). All notices required or permitted hereunder will be addressed as follows, and notices will be deemed given on the date on which the notice is received, or receipt is rejected, by a party:

If to Seller:

Claudett Sofiakis, Village Administrator
Village of Johnsburg
1515 Channel Beach Avenue
Johnsburg, IL 60051
E-mail: csofiakis@johnsburg.org

with a copy to:
Michael Smoron
Zukowski, Rogers, Flood and McArdle
50 Virginia Street
Crystal Lake, IL 60014
E-mail: msmoron@zrfmlaw.com

If to Buyer:

General Counsel
Redwood USA LLC
7007 East Pleasant Valley Road
Independence, OH 44131
E-mail: legal@byRedwood.com

with a copy to:

Dawda Mann, PLC
Dawda Mann Building
39533 Woodward Avenue, Suite 200
Bloomfield Hills, Michigan 48304
Attn: Edward C. Dawda / Erin Bowen Welch
E-mail: edawda@dmms.com / ewelch@dmms.com

19. COMPUTING ANY TIME PERIOD.

Wherever this Agreement requires that something be done within a specified period of days, the period will (a) not include the day from which the period commences, (b) include the day upon which the period expires, (c) expire at 5:00 p.m. local time on the day upon which the period expires and (d) unless otherwise specified in this Agreement will be construed to mean calendar days, provided, that if the final day of the period falls on a Saturday or Sunday or legal holiday (limited to the day set aside by statute for observing New Year's Day, Martin Luther King Jr.'s Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, or Christmas Day), it will be extended to first business day thereafter.

20. PANDEMIC DELAY.

In the event Buyer is delayed in complying with any term or satisfying any condition of this Agreement ("Delay") as a result of an outbreak and/or the spread of an epidemic, pandemic (including, without limitation, COVID-19), or other disease causing local, regional, or national emergency (in any event, a "Pandemic"), Buyer may notify Seller of such Delay ("Pandemic Notice"); upon Buyer's delivery of the Pandemic Notice to Seller, all deadlines set forth in this Agreement will be deemed tolled, day-for-day, from and after the Pandemic Notice until Buyer is able to resume normal business operations (i.e., as they existed prior to the Pandemic).

21. BULK SALES STATUTE.

To the extent applicable, Seller shall comply with all bulk sales laws or similar laws applicable to the transaction contemplated under this Agreement, including, without limitation, obtaining and delivering to Buyer confirmation from all applicable agencies that the same have been notified of the transaction contemplated by this Agreement and that no bulk sales taxes are or will become due and payable as a result thereof. If a Bulk Sales Stop Order is issued, Seller will escrow at Closing an amount sufficient to pay the applicable bulk sales taxes, and Seller shall indemnify, defend, protect, and hold Buyer harmless of and from any and all liabilities, claims, demands, and expenses of any kind or nature which arise out of the failure of Seller to so comply.

22. CLOSING CONDITION.

Notwithstanding anything to the contrary set forth in this Agreement, this Agreement and Buyer's obligation to close on the purchase of the Property are expressly contingent upon Buyer's closings on the acquisition of (a) approximately 11.48 acres of real property, being Permanent Parcel Numbers 10-18-126-036, 10-07-383-012, 10-07-383-010, and 10-18-126-038, and (b) approximately 4.91 acres of real property, being Permanent Tax Parcel Numbers 10-18-126-003, 10-18-126-004, 10-18-126-009, 10-18-126-008, 10-18-126-006, and 10-18-126-005 (collectively, the "Additional Parcels"). The closings on the Additional Parcels must occur simultaneously with the Closing contemplated herein. Notwithstanding anything to the contrary set forth in this agreement, if the closings on the Additional Parcels do not or will not occur, then Buyer may, at its option, elect to terminate this Agreement by delivery of written notice to Seller. Upon such termination, Buyer will be entitled to a return of the Earnest Money and the Extension Fee(s), and the parties will thereafter be released from any liability hereunder.

23. IRENE COURT.

Prior to Closing, Seller shall cause Irene Court to be abandoned and vacated as a public-right-of way, which abandonment will be at Buyer's cost and will be contingent upon the consent of the affected landowners with frontage on Irene Court (the "Irene Court Area"). Buyer agrees to incorporate the Irene Court Area into its Project. Buyer also acknowledges that future roads to be located within the Project will be private and maintained by Buyer at its sole cost and expense.

24. MISCELLANEOUS

This Agreement shall inure to the benefit of and be binding upon the heirs, legal representatives, successors and assigns of the parties hereto and represents the entire understanding between the parties and may be modified only in writing signed by the parties. Each person executing this Agreement on behalf of Buyer or Seller represents and warrants that he or she is duly authorized and has the legal capacity to execute and deliver this Agreement on behalf of such party, and that the Agreement is a valid and legal agreement, binding on the respective party and enforceable in accordance with its terms. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall be deemed to be one and the same instrument. Any electronic delivery (e.g., email, fax, .pdf, .jpg,

photograph, etc.) of a party's signature on any copy of this Agreement shall be deemed to be the delivery by such party of its original binding signature hereon. This Agreement is to be governed by and construed in accordance with the laws of the state in which the Property is located. Buyer and Seller each reserve the right to classify this transaction as a like-kind exchange under Section 1031 of the Internal Revenue Code. The parties consent to an assignment of this agreement to a "qualified intermediary" under I.R.C. Section 1031. Each party shall cooperate with the other but shall not be required to incur additional expense or delays, by reason of the other party's intended exchange. From and after the Effective Date hereof, this Agreement and the terms and provisions contained herein ("Confidential Information") shall be kept confidential between Buyer, Seller and any brokers referenced in Section 14 hereof, to the extent permitted by law in light of the Illinois Open Meetings Act and the Freedom of Information Act and any public hearing on any zoning request. Buyer and Seller may share the Confidential Information (i) with their respective officers, directors, employees, affiliates, representatives, agents and consultants (including, without limitation, brokers, financial advisors, attorneys, and other consultants), (ii) at Buyer's discretion, as required in order to obtain Approvals, (iii) to the extent the same was or becomes generally known to the public through no wrongful act of the party subsequently disclosing the same, (iv) as required by applicable law (upon reasonable advance notice to the other party, to the extent practicable), and (v) at Buyer's discretion, to any potential third-party purchaser of all or a portion of the Property, but shall not otherwise share the Confidential Information without the express written consent of the other party. Buyer and Seller shall take such steps as necessary to impose the foregoing obligation on the respective party's officers, directors, employees, affiliates, representatives, agents and consultants (if applicable), and, with respect to Buyer, and potential third-party purchaser(s). From and after the Effective Date, unless/until this Agreement is terminated in accordance with the provisions set forth herein, Seller shall not, directly or indirectly, (i) solicit, initiate, encourage or accept proposals or offers relating to the purchase/sale of the Property, or (ii) participate in any discussions or negotiations regarding, or furnish to any person or entity other than Buyer, any non-public information with respect to the Property or the contemplated purchase/sale thereof. Seller shall take such actions as necessary to impose the foregoing restrictions on Seller's officers, directors, employees, representatives, agents, and broker (if applicable).

[signature page follows]

The parties have hereunto set their hands effective as of the Effective Date.

SELLER:

VILLAGE OF JOHNSBURG,
a municipal corporation

By: _____

Print Name: Edwin P. Hettermann

Its: President

BUYER:

REDWOOD USA LLC,
an Ohio limited liability company

By: _____

David Conwill, Authorized Manager

Exhibit "A"

Property

[Seller to insert legal description]

[Depiction of Property (which depicts excluded sled hill and cell tower area) to be attached]

Exhibit "B"

Depiction of Area 2

(to be inserted)

CERTIFICATION

I, CLAUDETT SOFIAKIS, do hereby certify that I am the duly appointed, acting and qualified Clerk of the Village of Johnsburg, McHenry County, Illinois, and that as such Clerk, I am the keeper of the records and minutes and proceedings of the President and Board of Trustees of said Village of Johnsburg.

I do hereby further certify that at a regular meeting of the President and Board of Trustees of the Village of Johnsburg, held on the 16th day of August 2022 the foregoing Ordinance entitled *An Ordinance Authorizing the Village of Johnsburg to Enter into a Purchase Agreement and Escrow Instructions with Redwood USA LLC* was duly passed by the President and Board of Trustees of the Village of Johnsburg.

The pamphlet form of Ordinance No. 22-23-08, including the Ordinance and a cover sheet thereof, was prepared, and a copy of such Ordinance was available from the Village Clerk, commencing on the 16th day of August, 2022, and will continue for at least 10 days thereafter. Copies of such Ordinance are also available for public inspection upon request in the office of the Village Clerk.

I do further certify that the original, of which the attached is a true and correct copy, is entrusted to me as the Clerk of said Village for safekeeping, and that I am the lawful custodian and keeper of the same.

Given under my hand and the official seal of the Village of Johnsburg this 16th day of August, 2022.



Claudett Sofiakis, Village Clerk
Village of Johnsburg,
McHenry County, Illinois

(SEAL)