

*Cover page for:*

**Preliminary Title Insurance Schedules  
(with copies of recorded exception documents)**

*Preliminary title insurance schedules prepared by:*

**Livingston County Abstract**

**(File Number: CRE-LCA-25-30347-LV)**

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**Auction Tracts 1 & 2  
(Livingston County, Illinois)**

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*For November 14, 2025 auction to be conducted by:*

**Schrader Real Estate and Auction Company, Inc.**



**Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:**

ORIGINATING OFFICE	FOR SETTLEMENT INQUIRIES, CONTACT:
Livingston County Abstract 309 North Mill Street Pontiac, IL 61764 Main Phone: (815)844-6412 Email: orders@livingstoncountyabstract.com	Livingston County Abstract 309 North Mill Street, closings@livingstoncountyabstract.com Pontiac, IL 61764 Main Phone: (815)844-6412 Email:

Name and Address of Title Insurance Agent: Livingston County Abstract  
309 North Mill Street  
Pontiac, IL 61764

Issuing Office File No.: CRE-LCA-25-30347-LV  
Property Address: AG Land, Campus, IL 60920  
Project Name:  
Client Reference: Walsh Family Farms LLC

**SCHEDULE A**

1. Commitment Date: September 5, 2025
2. Policy to be issued:
  - a. ALTA Owner's Policy (2021)  
 Proposed Insured: Unknown Buyer  
 Proposed Amount of Insurance: \$10,000.00  
 The estate or interest to be insured: FEE SIMPLE
3. The estate or interest in the Land at the Commitment Date is:  
  
FEE SIMPLE
4. The Title is, at the Commitment Date, vested in:  
  
Walsh Family Farms, LLC
5. The Land is described as follows:  
  
See Exhibit A Attached

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

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**SCHEDULE A**  
(Continued)

Livingston County Abstract  
AGENT OF CHICAGO TITLE INSURANCE COMPANY  
309 NORTH MILL STREET, CLOSINGS@LIVINGSTONCOUNTYABSTRACT.COM  
PONTIAC, IL 61764

BY: \_\_\_\_\_

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## EXHIBIT A

THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 30 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, LIVINGSTON COUNTY, ILLINOIS.

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## SCHEDULE B, PART I - REQUIREMENTS

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the company is not able to close or insure any transaction involving Land that is associated with these activities.
6. The "Good Funds" section of the Title Insurance Act (215 ILCS 155/26) is effective January 1, 2010. This Act places limitations upon our ability to accept certain types of deposits into escrow. Please contact your local Title office regarding the application of this new law to your transaction.
7. Effective June 1, 2009, pursuant to Public Act 95-988, satisfactory evidence of identification must be presented for the notarization of any and all documents notarized by an Illinois notary public. Satisfactory identification documents are documents that are valid at the time of the notarial act; are issued by a state or federal government agency; bear the photographic image of the individual's face; and bear the individual's signature.
8. The Proposed Policy Amount(s) must be increased to the full value of the estate or interest being insured, and any additional premium must be paid at that time. An Owner's Policy should reflect the purchase price or full value of the Land. A Loan Policy should reflect the loan amount or value of the property as collateral. Proposed Policy Amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved.
9. We should be furnished a properly executed ALTA statement and, unless the land insured is a condominium unit, a survey if available. Matters disclosed by the above documentation will be shown specifically.
10. Satisfy requirements for final utilities and any transfer stamps pursuant to the requirements set forth by municipality for which the subject property lies.
11. The company should be provided a statement from the borrower(s) relative to any mortgage shown on Schedule B disclosing whether the borrower(s) have entered into any forbearance or loan modification agreement with the lender relative to delayed or past postponed payments or other restructuring of the debt secured by the mortgage.

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**SCHEDULE B, PART I**  
(Continued)

12. Any recorded lien shown in Schedule B-2 will appear as an exception in the policy unless a sufficient release of said lien is recorded in the county where the subject premises is located.
13. We do not insure access to the mineral estate or interest insured. The Proposed Insured must notify Company if a coal or other mineral or subsurface estate search is needed.
14. We should be furnished with an affidavit concerning any lien, or right to a lien, imposed by law under the provisions of the Commercial Real Estate Broker Lien Act, and not shown in the public records, for compensation agreed upon by a broker and the broker's client or customer under the terms of a written agreement entered into for the purposes of buying, selling, leasing, or conveying an interest in the insured property.
15. We should be furnished with an affidavit concerning the rights of the property manager, if any, to a statutory lien on the insured property for its property manager's fee.
16. Intentionally deleted
17. The Proposed Policy Amount(s) must be increased to the full value of the estate or interest being insured, and any additional premium must be paid at that time. An Owner's Policy should reflect the purchase price or full value of the Land. A Loan Policy should reflect the loan amount or value of the property as collateral. Proposed Policy Amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved.
18. We should be furnished (A) a certification from the Illinois Secretary of State that Walsh Family Farms, LLC has properly filed its articles of organization; (B) a copy of the articles of organization together with any amendments thereto; (C) a copy of the operating agreement together with any amendments thereto; (D) a list of incumbent managers or a roster of current members if managers have not been appointed; and (E) a certification that no event of dissolution has occurred.

In the event of a sale of all or substantially all of the assets of said limited liability company, we should be furnished a copy of the resolution adopted by the members of said limited liability company authorizing the sale and the execution and delivery of the anticipated deed. This commitment is subject to such additional requirements and/or exceptions as may be deemed necessary upon our review of these exhibits.

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### SCHEDULE B, PART II - EXCEPTIONS

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Rights or claims of parties in possession not shown by the Public Records.
2. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
3. Easements, or claims of easements, not shown by the Public Records.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. Taxes or special assessments which are not shown as existing liens by the Public Records.
6. Loss or damage by reason of there being recorded in the Public Records, any deeds, mortgages, lis pendens, liens or other title encumbrances subsequent to the Commitment date and prior to the effective date of the final Policy.
7. Taxes and assessments for the year 2025 and all subsequent years are a lien but not yet due and payable.

2024 taxes in the amount of \$3,384.20 are not paid

2024 First Installment due July 8, 2025 in the amount of \$1,692.10 is paid.

2024 Second Installment due September 8, 2025 in the amount of \$1,692.10 is not paid.

PERMANENT TAX NUMBER: 06-06-32-400-002

8. Mortgage dated December 17, 2018 and recorded March 26, 2019 as Document Number 2019R-01025 made by Walsh Family Farms, LLC, an Illinois limited liability company, to Campus State Bank to secure a note in the amount of [REDACTED], recorded in the Livingston County Recorder's Office.

NOTE: Includes additional land

9. Intentionally deleted

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**SCHEDULE B, PART II**  
(Continued)

10. Right, title, and interest of Walsh Family Farms, LLC as disclosed by the mortgage recorded as Document No. 2019R-01025.
11. In the event the Amount of Insurance stated in Schedule A at the Date of Policy is less than 80 percent of the value of the insured estate or interest or the full consideration paid for the land, whichever is less, or if subsequent to the Date of Policy an improvement is erected on the land which increases the value of the insured estate or interest by at least 20 percent over the Amount of Insurance stated in Schedule A, then this Policy is subject to the following:
  - a. where no subsequent improvement has been made, as to any partial loss, the Company shall only pay the loss pro rata in the proportion that the amount of insurance at Date of Policy bears to the total value of the insured estate or interest at Date of Policy; or
  - b. where a subsequent improvement has been made, as to any partial loss, the Company shall only pay the loss pro rata in the proportion that 120 percent of the Amount of Insurance stated in Schedule A bears to the sum of the Amount of Insurance stated in Schedule A and the amount expended for the improvement.

The provisions of this paragraph shall not apply to costs, attorney's fees and expenses for which the Company is liable under this policy, and shall only apply to that portion of any loss which exceeds, in the aggregate, 10 percent of the Amount of Insurance stated in Schedule A.
12. Terms, conditions and provisions contained in a Memorandum of Option and Easement dated June 30, 2022 and recorded July 1, 2022 as Document Number 2022R-02961 made by Walsh Family Farms, LLC to Illinois Generation LLC recorded in the Livingston County Recorder's Office.
13. Rights of way for drainage ditches, tiles, feeders and laterals, if any.
14. Possible unrecorded easements for utilities and/or actual utilities and the rights of the public or quasi-public utility companies to access, improve, repair or maintain said poles, conduits, pipes, sewers, etc.
15. Rights of the public, the State of Illinois, the County, the Township and the Municipality in and to that part of the land, if any, taken or used for road purposes.
16. Existing unrecorded leases, if any, and all rights thereof and all acts done or suffered thereunder by any lessee or by any party claiming by, through or under said lease or lessees.

**END OF SCHEDULE B, PART II**

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**2022R-02961**

**COUNTY CLERK & RECORDER  
LIVINGSTON COUNTY**

**RECORDED ON:  
07/01/2022 12:27:37 PM  
KRISTY A MASCHING  
COUNTY CLERK & RECORDER**

PREPARED BY, RECORDING  
REQUESTED BY AND WHEN  
RECORDED RETURN TO:

**RECORDER'S AUTOMATION FEE 12.00  
GIS MAINTENANCE FEE 20.00  
RHSPS FEE 9.00  
RECORDING FEE 17.00  
DOC STORAGE FEE 5.00**

**PAGES: 5**

Illinois Generation LLC  
c/o Land Dept.  
1201 Louisiana St, Suite 3200  
Houston, TX 77002

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(Space above this line for Recorder's use only)

**MEMORANDUM OF OPTION AND EASEMENT**

THIS MEMORANDUM OF OPTION AND EASEMENT is made and entered into as of June 30, 2022 ("Effective Date"), by and between Walsh Family Farms, LLC, an Illinois Limited Liability Company, by Thomas M. Walsh, Manager, whose address is 33162 E 2700 North Road, Campus, Illinois 60920 (together with its successors, assigns and heirs, collectively, "Owner"), and Illinois Generation LLC, a Delaware limited liability company (together with its successors, assigns, "Developer"), located at 1088 Sansome Street, San Francisco, CA 94111.

WHEREAS:

A. The parties have entered into an Option Agreement for Easement and Grant of Easement (the "Option Agreement") which by its terms grants to Developer an option to acquire an easement (the "Option") and further grants to Developer present easements for wind and weather monitoring and access on and across certain land which is more particularly described in Exhibit A attached hereto and incorporated by this reference (the "Property");

B. The term of the Option commences on the Effective Date and ends upon the first to occur of (a) the time the Option is exercised by Developer or its successors or assigns by recording a Notice of Exercise of Option in the real property records of the county in which the Property is located ("Notice of Exercise"), or (b) five (5) years after the Effective Date, unless extended for an additional period of two years or earlier terminated in accordance with the Terms of the Option Agreement;

C. If the Option is exercised, then Developer and its successors and assigns will hold an easement for wind energy purposes and for any and all activities related thereto, including but not limited to wind energy development and related rights over, on, across and through the Property or, portions thereof, at

Developer's option, during a term commencing upon the date of the recording of the Notice of Exercise and ending upon the end of the "Operating Period," which Operating Period commences upon the earlier to occur of (a) five (5) years after the recording date of the Notice of Exercise, or (b) production of wind energy in commercial quantities by Developer or its successors or assigns on the Property, and which Operating Period ends forty (40) years thereafter;

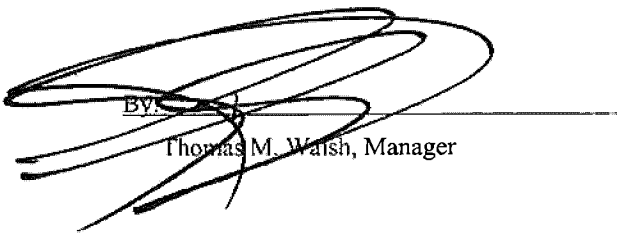
D. The parties desire to enter into this Memorandum of Option and Easement which is to be recorded in order that third parties may have notice of the interest of Developer in the Property and of the existence of the Option to enter into an easement covering the Property, or portions thereof, as set forth in the Option Agreement, and of certain easements and rights granted to Developer in the Property as part of the Option Agreement.

NOW, THEREFORE, in consideration of the rents and covenants provided in the Option Agreement to be paid and performed by Developer, Owner hereby grants to Developer (i) certain easements with respect to the Property during the term of the Option, as more particularly set forth in the Option Agreement, and (ii) that certain exclusive Option to enter into an easement agreement covering the Property, or portions thereof, on the terms and conditions set forth in the Option Agreement together with certain present easements to use and enjoy the Property, all more particularly set forth in the Option Agreement. All of the terms, conditions, provisions, and covenants of the Option Agreement are hereby incorporated into this Memorandum of Option and Easement by reference as though fully set forth herein, and the Option Agreement and this Memorandum of Option and Easement shall be deemed to constitute a single instrument or document. Should there be any inconsistency between the terms of this Memorandum of Option and Easement and the Option Agreement, the terms of the Option Agreement shall prevail. This Memorandum of Option and Easement may be executed in multiple counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

The Option evidenced by this Memorandum of Option and Easement may be exercised by Developer's sole execution and recording of a Notice of Exercise in the real property records of the County in which the Property is located, whereupon all the easements and rights that are the subject of the Option shall immediately become effective and binding upon Owner and the Property, or such portions thereof as Developer may identify in the Notice of Exercise, and on all successive owners of such portions thereof or entirety of the Property and the successors and assigns of Owner, all for the benefit of Developer and its successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Option and Easement as of the date set forth above.

"OWNER"  
Walsh Family Farms, LLC, an  
Illinois Limited Liability Company

  
BY \_\_\_\_\_  
Thomas M. Walsh, Manager

ACKNOWLEDGMENT

STATE OF ILLINOIS §  
COUNTY OF Kankakee §

This instrument was acknowledged before me this 9<sup>th</sup> day of June, 2022 by Thomas M. Walsh as Manager of Walsh Family Farms, LLC, an Illinois Limited Liability Company.

Evan T. Patchett

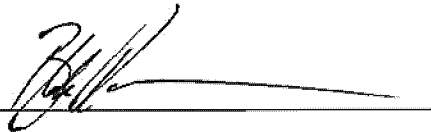
[SEAL]



Notary Public for the State of Illinois  
My commission expires: 05/07/2026  
Commission No.: 874785

“DEVELOPER”

Illinois Generation LLC, a Delaware limited liability company

By: 

Name: Blake Rasmussen

Title: Authorized Signatory


**CORPORATE ACKNOWLEDGMENT**

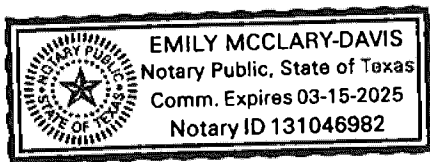
STATE OF TEXAS §

COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me this 30 day of June, 2022, by **Blake Rasmussen**, as its Authorized Signatory of Illinois Generation LLC, a Delaware limited liability company.

[SEAL]

  
Notary Public for the State of TEXAS  
My commission expires: 3-15-2025  
Commission No.: 131046982



**EXHIBIT A TO  
MEMORANDUM OF OPTION AND EASEMENT  
DESCRIPTION OF THE PROPERTY**

The East Half of the Southeast Quarter of Section 32, Township 30 North, Range 8 East of the Third Principal Meridian, Livingston County, Illinois.

**PIN: 06-06-32-400-002: Farm Land: 80 acres, more or less.**

**Common Address: Round Grove Township.**