SECOND AMENDMENT TO CONSERVATION EASEMENT

RECITALS:

- A. Grantor is the owner of certain real property described in said Conservation Easement as the Wetlands Area, the Park Area, and the Municipal Area (as further depicted on Exhibits A, B, and C, respectively, in said Easement as amended, and incorporated by reference herein). The Wetlands Area, the Park Area, and the Municipal Area are collectively hereinafter referred to as the "County Club Property";
- B. Grantor and Grantee entered into that certain Conservation Easement dated the 13th of September, 2003, and recorded with the Walworth County Register of Deeds on September 19, 2003, as Document No. 0576360, and amended said Easement by First Amendment to Conservation Easement on August 26, 2004, and recorded with the Walworth County Register of Deed on September 10, 2004, as Document No. 616434.
- C. Grantor and Grantee desire to further amend said Easement as amended as provided herein:

AGREEMENT:

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby granted, the parties agree as follows:

- 1. <u>Defined Terms</u>: Terms used but not defined herein shall have the meaning as set forth in the Easement.
- 2. Amendments:
- (a) Section 3 of said Easement as amended by the FIRST AMENDMENT OF CONSERVATION EASEMENT is further amended as follows:

Paragraph 3.r. is created and added to said Easement as amended to read as follows:

"3.r. Consistent with the reservation of rights contained in Paragraph 4.e. of said Easement dated September 13, 2003, as amended by the First Amendment to Conservation Easement dated August 26, 2004, Grantee is specifically permitted in furtherance of the maintenance and/or replacement of the club house located upon the Country Club property to expand as it sees fit the parking area within the Municipal Area determined to be reasonably necessary by Grantor, making improvements within the road and buildings presently utilized as part of said golf course including replacing of the

existing club storage building and permitted to dump material excavated as necessary in order to construct new club house buildings and golf course improvements, together with the right to install a septic field and septic holding tank within said Municipal Area, provided approval for same is granted in advance by Grantee, which approval shall not be unreasonably withheld.

(b) The following described real estate recently acquired by Grantor is added to Exhibit C, MUNICIPAL AREA, as set forth on said Easement as amended.

That part of the Southeast ¼ of the Northwest ¼ of Section 36, Town 4 North, Range 16 East, Town of LaGrange, Walworth County, Wisconsin, described as follows:

Beginning at a point on the South side of Orchard Street in Roughwood Park aforesaid where the line between Lots 6 and 7, if extended in a right line, would cut the said South line of Orchard Street, thence running Southeasterly as a continuation of said line between Lots 6 and 7 to a point on the East and West Quarter line of Section 36 aforesaid, thence running West in said Quarter line to a point where the line between Lots 3 and 4, in Roughwood Park, aforesaid, if extended in a right line, would cut the Quarter line aforesaid, thence Northwesterly on said extension of the line between Lots 3 and 4 aforesaid to the South side of Orchard Street, thence Northeasterly along the South side of Orchard Street to the place of beginning.

Tax Key NO. HLG 3600012

3. <u>Ratification</u>: All other terms and conditions of the Easement as previously amended are ratified and confirmed.

IN WITNESS WHEREOF, the parties have caused this Second Amendment to be executed by their duly authorized representatives as of the date and year first above written.

LAUDERDALE LAKES LAKE	KETTLE	MORAINE	LAND
MANAGEMENT DISTRICT ("Grantor")	TRUST ("G	TRUST ("Grantee")	
By:	By:		
Its:	Its:		

ACKNOWLEDGMENT

STATE OF WISCONSIN)
)SS
COUNTY OF WALWORTH	Ή.

Personally came before me this	day of	, 2024, the
above named	and	
, who acknowledged to	hemselves to be the	and
of Lauderdale Lakes	Lake District and Kettle M	oraine Land Trust and to
me known to be the persons who ex such entities, by their authority, and a	2 2	ment as such officers of
	Notary of Public, St	
	My commission exp	oires:

This instrument drafted by:

Russell W. Devitt Soffa & Devitt LLC 332 W. Whitewater Street Whitewater, WI 53190 (262)473-5105