

THIS SPACE RESERVED FOR RECORDING DATA

RETURN TO:

Christopher B. Hughes  
Stafford Rosenbaum LLP  
222 West Washington Avenue, Suite 900  
Madison, WI 53703

P.L.N.

HLG 3600009, HLG 3600013, HLG 3600016,  
HLG 3600011, HLG 3600011A, HLG 3600011B,  
HLG 3600012

## **SECOND AMENDMENT TO CONSERVATION EASEMENT**

THIS SECOND AMENDMENT TO CONSERVATION EASEMENT (the “Second Amendment”) is made as of the date signed below by and between Lauderdale Lakes Lake Management District, a public inland lake protection and rehabilitation district organized under Chapter 33 of the Wisconsin Statutes (the “Grantor”), and Kettle Moraine Land Trust, Inc., formerly known as Lauderdale Lakes Conservancy, Inc., a Wisconsin nonstock corporation that is recognized as tax-exempt under Section 501(c)(3) of the Internal Revenue Code (the “Grantee”). The Grantor and Grantee may be referred to individually as a “Party” or collectively as the “Parties”.

### **RECITALS**

A. Grantor and Grantee entered into a Conservation Easement, dated September 13, 2003, and recorded with the Office of the Walworth County Register of Deeds on September 19, 2003 as Document No. 0576360 (the “Conservation Easement”), and amended by First Amendment to Conservation Easement, dated August 26, 2004, and recorded with the Office of the Walworth County Register of Deeds on September 10, 2004 as Document No. 616434 (the “First Amendment”). The Conservation Easement and the First Amendment are collectively referred to in this Second Amendment as the “Easement”.

B. Grantor is the owner of certain real property described in the Conservation Easement as the Wetlands Area, the Park Area, and the Municipal Area (as further depicted on

Exhibits A, B, and C to the Conservation Easement, respectively, 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”.

C. Grantor recently acquired a parcel of real property adjacent to the Country Club Property described in Exhibit A attached hereto and incorporated herein (the “Additional Parcel”) and desires to encumber the entirety of that parcel by the Easement.

D. Grantor and Grantee desire to amend the Easement as set forth in this Second Amendment in order to clarify the Easement’s terms and conditions.

E. As required by Section 7.q. of the Easement, the Parties have determined that this Second Amendment:

- a. Will not diminish the goals, purposes or conservation benefits of the Easement;
- b. Will not affect the Easement’s perpetual duration; and
- c. Will not affect the qualification of the Easement or the status of Grantee under Section 170(h) of the Internal Revenue Code of 1986 or any successor provision.

### **AMENDMENT**

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

1. Recitals. The above Recitals are incorporated in this Section 1 as if fully set forth in this Section 1.
2. Section 3. Section 3 of the Easement is amended in part as follows:

Section 3.r. is created to read as follows:

“r. Notwithstanding any other section in this Easement to the contrary, with the prior written approval of Grantee, which approval shall not be unreasonably delayed, conditioned, or withheld, Grantor may: (a) construct one (1) new club house building on the Country Club Property within the Municipal Area to replace the existing club house; (b) expand the existing parking area within the Municipal Area; (c) make improvements to the existing roads and buildings located upon the Country Club Property within the Municipal Area currently utilized for golf-related activities, including replacing the existing club storage building; (d) install a septic field and septic holding tank within the Municipal Area; and (e) dump material excavated for activities allowed by this Section 3.r. in a reasonable manner and in reasonable locations on the Country Club Property within the Municipal Area and Park Area.”

3. Additional Parcel. The Municipal Area identified in the Easement is expanded to include the Additional Parcel and the Additional Parcel shall be subject to all of the terms, conditions, covenants, and provisions of the Easement.
4. Other Terms Unchanged. Except as expressly amended in this Second Amendment, all other terms, conditions, covenants, and provisions of the Easement remain unchanged and in full force and effect.
5. Counterparts. This Second Amendment may be executed simultaneously or in one or more counterparts, each of which shall be deemed an original, but all of which together constitute one and the same instrument.
6. Recording. Grantor shall record this Second Amendment with the Office of the Walworth County Register of Deeds. This Second Amendment or notice of this Second Amendment may be recorded or re-recorded by either Party at any time.
7. Definitions. Terms that are capitalized but not defined in this Second Amendment shall have the meaning ascribed to them in the Easement.

IN WITNESS WHEREOF, the Parties have caused this Second Amendment to be executed by their duly authorized representatives on \_\_\_\_\_, 2025.

**GRANTOR**

LAUDERDALE LAKES LAKE  
MANAGEMENT DISTRICT

By: \_\_\_\_\_

Its: \_\_\_\_\_

**GRANTEE**

KETTLE MORAINÉ LAND  
TRUST, INC.

By: \_\_\_\_\_

Its: \_\_\_\_\_



person who executed the foregoing instrument as such officer of such entity, by its authority, and acknowledged the same.

Name: \_\_\_\_\_  
Notary of Public, State of Wisconsin  
My commission expires: \_\_\_\_\_

This instrument drafted by:  
Christopher B. Hughes  
Stafford Rosenbaum LLP  
222 West Washington Avenue, Suite 900  
Madison, WI 53703

Attachment – Exhibit A – Description of Additional Parcel

**Exhibit A**

DESCRIPTION OF ADDITIONAL PARCEL

That part of the Southeast  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  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

At the April 13, 2024 meeting, the board approved the Lauderdale Lakes Country Club New Clubhouse Proposed Bidding Procedure as prepared by the lake district's legal counsel. The Bidding Procedure authorized Jack McAndrews, Clubhouse Construction Project Manager and Jack Sorenson, Chairman of the Clubhouse Construction Committee to act on behalf and represent the LLLMD Board on all matters relating to the design, construction, bidding and awarding of contracts to the lowest responsible bidder. Board Commissioners Dean Bostrom and Jim Kroeplin were assigned the responsibility of overseeing the implementation of the approved Bidding Procedure. The Board of Commissioners will ratify the award of all bids at a public board meeting.

Throughout the construction of the new clubhouse, the LLLMD will be fulfilling the role of General Contractor with Jack Mc Andrews, Jack Sorenson, and Dale Hargraves working together to oversee construction along with Structural Engineer Mark Pulokas.

Bids awarded to date requiring Board ratification:

Division - Demolition: Balestrieri environmental and Development, Inc. Amount : \$25,000  
Division - Concrete - Foundation: Covers Concrete Contractors. Amount : \$149,500  
Division - Concrete - Winter Conditions: Covers Concrete Contractors. Amount: \$14,950  
Division - Metals - Structural Steel: Residential Steel Fabricators. Amount: \$6,095  
Division - Metals - Hand Rails: RC Weld. Amount: \$8,825  
Division - Timber Trusses - Northern Log Supply, LLC Amount: \$36,368.57  
Division - Windows - (Material Only): Feldco. Amount: \$0  
Division - Finishes - Drywall: Selcor. Amount: \$8,000  
Division - Finishes - Painting: Blair Painting. Amount: \$23,000  
Division - Specialties - Bar Equipment: Kessenich Bar Equipment. Amount: \$37,543.04  
Division - Electric - Adams Electric. Amount: \$76,004  
Division - Site Work, Demo, Excavation, Grading - Liebsle. Amount: \$53,030  
Division - Exterior Improvements - Landscaping: BK Property Management. Amount: \$95,605  
Division - Exterior Improvements - Flatwork, Walks, Patio: Covers Concrete Contractors. Amount: \$41,180  
Division - Water & Waste Water - Well Abandonment: O'Leary. Amount: \$1,750 (Est. depth 100'. Add \$45/10' over 100')  
Division - Water & Waste Water - Well: O'Leary. Amount: \$26,421  
Division - Water & Waste Water - Septic: J & H Soil Testing. Amount: \$51,940

Total Amount of Bids Awarded to date: \$655,211.61

All bids listed above that have been awarded to date plus all remaining bids that are currently under review that have not yet been awarded to date, fall within the overall project budget of \$1,500,000.

Dean Bostrom, Chairman

**STATE OF WISCONSIN**

**BOARD OF COMMISSIONERS OF PUBLIC LANDS**

**101 EAST WILSON STREET, 2<sup>ND</sup> FLOOR**

**POST OFFICE BOX 8943**

**MADISON, WISCONSIN 53708-8943**

**APPLICATION FOR STATE TRUST FUND LOAN**

**PUBLIC INLAND LAKE PROTECTION AND REHABILITATION DISTRICT  
20 YEAR MAXIMUM**

**Chapters 24 and 33 Wisconsin Statutes**

**LAUDERDALE LAKE MANAGEMENT DIST**

**Date sent: January 8, 2025**

**Received and filed in Madison, Wisconsin:**

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**ID # 05606097**

RAS

**RETURN THIS ORIGINAL – DO NOT RETURN PHOTOCOPY**

TO: BOARD OF COMMISSIONERS OF PUBLIC LANDS

We, the undersigned chairman and secretary of the **Lauderdale Lake Management Dist**, in the County of **Walworth**, Wisconsin, in accordance with the provisions of Chapter 24 of the Wisconsin Statutes, do hereby make application for a loan of **One Million Two Hundred Thousand And 00/100 Dollars (\$1,200,000.00)** from the Trust Funds of the State of Wisconsin for the purpose of **financing clubhouse construction project**.

The loan is to be continued for a term of **20** years from the 15th day of March preceding the date the loan is made. The loan is to be repaid in annual installments, as provided by law, with interest at the rate of **6.00** percent per annum.

We agree to the execution and signing of such certificates of indebtedness as the Board may prepare and submit, all in accordance with Chapter 24, Wisconsin Statutes.

The application is based upon compliance on the part of the District with the provisions and regulations of the statutes above referred to, as set forth by the following statements which we do hereby certify to be correct and true.

The meeting of the District Board of Commissioners of the **Lauderdale Lake Management Dist**, in the County of **Walworth**, Wisconsin, which approved and authorized this application for a loan was a regularly called meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

At the aforesaid meeting a resolution was passed by a majority vote of the members of the District Board of Commissioners approving and authorizing an application to the Board of Commissioners of Public Lands, State of Wisconsin, for a loan of **One Million Two Hundred Thousand And 00/100 Dollars (\$1,200,000.00)** from the Trust Funds of the State of Wisconsin to the **Lauderdale Lake Management Dist**, in the County of **Walworth**, Wisconsin, for the purpose of **financing clubhouse construction project**. That at the annual or special meeting held on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the electors and property owners of the **Lauderdale Lake Management Dist** by a majority vote, adopted a resolution levying upon all the taxable property of the district, a direct annual tax sufficient in amount to pay the annual installments of principal and interest, as they fall due, all in accordance with Article XI, Sec. 3 of the Constitution, Sec. 24.66(5), Wisconsin Statutes and Secs. 33.30 and 33.305, Wisconsin Statutes

A copy of the aforesaid resolutions, certified to by the district secretary, as adopted at the meeting, and as recorded in the minutes of the meeting, accompanies this application.

A statement of the equalized valuation of all the taxable property within the District certified to by the chairman and treasurer, accompanies this application.

Attached and made a part hereof is a map or true plat showing the outline of the land area comprising the **Lauderdale Lake Management Dist**.

Given under our hands in the **Lauderdale Lake Management Dist**, County of **Walworth**, Wisconsin, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Chairman, **Lauderdale Lake Management Dist**

\_\_\_\_\_  
Secretary, **Lauderdale Lake Management Dist**



FORM OF RECORD

The following preamble and resolutions were presented by Commissioner \_\_\_\_\_ and were read to the meeting.

By the provisions of Sec. 24.66 of the Wisconsin Statutes, all municipalities may borrow money for such purposes in the manner prescribed, and,

By the provisions of Chapter 24 of the Wisconsin Statutes, the Board of Commissioners of Public Lands of Wisconsin is authorized to make loans from the State Trust Funds to municipalities for such purposes. (Municipality as defined by Sec. 24.60(2) of the Wisconsin Statutes means a town, village, city, county, public inland lake protection and rehabilitation district, town sanitary district created under Sec. 60.71 or 60.72, metropolitan sewerage district created under Sec. 200.05 or 200.23, joint sewerage system created under Sec. 281.43(4), school district or technical college district.)

THEREFORE, BE IT RESOLVED, that the **Lauderdale Lake Management Dist**, in the County of **Walworth**, Wisconsin, borrow from the Trust Funds of the State of Wisconsin the sum of **One Million Two Hundred Thousand And 00/100 Dollars (\$1,200,000.00)** for the purpose of **financing clubhouse construction project** and for no other purpose.

The loan is to be payable within **20** years from the 15th day of March preceding the date the loan is made. The loan will be repaid in annual installments with interest at the rate of **6.00** percent per annum from the date of making the loan to the 15th day of March next and thereafter annually as provided by law.

RESOLVED FURTHER, that at the annual or special meeting, the electors and property owners voted by majority to raise and levy upon all taxable property, within the **Lauderdale Lake Management Dist**, in the County of **Walworth**, Wisconsin, a direct annual tax for the purpose of paying interest and principal on the loan as they become due.

RESOLVED FURTHER, that no money obtained by the **Lauderdale Lake Management Dist** by such loan from the state be applied or paid out for any purpose except **financing clubhouse construction project** without the consent of the Board of Commissioners of Public Lands.

RESOLVED FURTHER, that in case the Board of Commissioners of Public Lands of Wisconsin agrees to make the loan, that the chairman and secretary of the **Lauderdale Lake Management Dist**, in the County of **Walworth**, Wisconsin, are authorized and empowered, in the name of the district to execute and deliver to the Commission, certificates of indebtedness, in such form as required by the Commission, for any sum of money that may be loaned to the district pursuant to this resolution. The chairman and secretary of the district will perform all necessary actions to fully carry out the provisions of Chapters 24 and 33 Wisconsin Statutes, and these resolutions.

RESOLVED FURTHER, that this preamble and these resolutions and the aye and no vote by which they were adopted, be recorded, and that the secretary of the district forward this certified record, along with the application for the loan, to the Board of Commissioners of Public Lands of Wisconsin.

Commissioner \_\_\_\_\_ moved adoption of the foregoing preamble and resolutions.

The question being upon the adoption of the foregoing preamble and resolutions, a vote was taken by ayes and noes, which resulted as follows:

**Commissioner (Chairman)** \_\_\_\_\_ **voted** \_\_\_\_\_

**Address** \_\_\_\_\_

\_\_\_\_\_

**Commissioner (Secretary)** \_\_\_\_\_ **voted** \_\_\_\_\_

**Address** \_\_\_\_\_

\_\_\_\_\_

**Commissioner (Treasurer)** \_\_\_\_\_ **voted** \_\_\_\_\_

**Address** \_\_\_\_\_

\_\_\_\_\_

**Commissioner (Member)** \_\_\_\_\_ **voted** \_\_\_\_\_

**Address** \_\_\_\_\_

\_\_\_\_\_

**Commissioner (Member)** \_\_\_\_\_ **voted** \_\_\_\_\_

**Address** \_\_\_\_\_

\_\_\_\_\_

**Commissioner (Member)** \_\_\_\_\_ **voted** \_\_\_\_\_

**Address** \_\_\_\_\_

\_\_\_\_\_

**Commissioner (Member)** \_\_\_\_\_ **voted** \_\_\_\_\_

**Address** \_\_\_\_\_

\_\_\_\_\_

**Commissioner (Member)** \_\_\_\_\_ **voted** \_\_\_\_\_

**Address** \_\_\_\_\_

\_\_\_\_\_

A majority of the members of the District Board of Commissioners of the **Lauderdale Lake Management Dist**, in the County of **Walworth**, State of Wisconsin, having voted in favor of the preamble and resolutions, they were declared adopted.

**RETURN THIS ORIGINAL – DO NOT RETURN PHOTOCOPY**

STATE OF WISCONSIN

County of **Walworth**

I, \_\_\_\_\_, Secretary of the **Lauderdale Lake Management Dist**, County of **Walworth**, State of Wisconsin, do hereby certify that the foregoing is a true copy of the record of the proceedings of the district board of commissioners of the **Lauderdale Lake Management Dist** at a meeting held on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, relating to a loan from the State Trust Funds; that I have compared the same with the original record thereof in my custody as secretary and that the same is a true copy thereof, and the whole of such original record.

I further certify that the district board of commissioners of the **Lauderdale Lake Management Dist**, County of **Walworth**, is constituted by law to have \_\_\_\_\_ members, and that the original of said preamble and resolutions was adopted at the meeting of the district board of commissioners by a vote of \_\_\_\_\_ ayes to \_\_\_\_\_ noes and that the vote was taken in the manner provided by law and that the proceedings are fully recorded in the records of the district.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the **Lauderdale Lake Management Dist** this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Secretary (Signature)

\_\_\_\_\_  
Secretary (Print or Type Name)

**Lauderdale Lake Management Dist**

County of **Walworth**

State of Wisconsin

STATE OF WISCONSIN  
COUNTY OF **Walworth**  
TO: THE BOARD OF COMMISSIONERS OF PUBLIC LANDS

I, \_\_\_\_\_, Secretary of the **Lauderdale Lake Management Dist**, County of **Walworth**, State of Wisconsin, do hereby certify that it appears by the books, files and records in my office that the valuation of all taxable property in the **Lauderdale Lake Management Dist** is as follows:

EQUALIZED VALUATION FOR THE YEAR 20\_\_\_\_\_\* \$ \_\_\_\_\_

\* Latest year available

I further certify that the whole existing indebtedness of the **Lauderdale Lake Management Dist**, County of **Walworth**, State of Wisconsin, is as follows: (list each item of indebtedness):

NAME OF CREDITOR	PRINCIPAL BALANCE (EXCLUDING INTEREST)
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
TOTAL INDEBTEDNESS:	\$ _____

\_\_\_\_\_  
Secretary (Signature)

\_\_\_\_\_  
Secretary (Print or Type Name)

**Lauderdale Lake Management Dist**

County of **Walworth**

Wisconsin

\_\_\_\_\_, 20\_\_\_\_\_  
Date

THE TOTAL INDEBTEDNESS, INCLUDING THE TRUST FUND LOAN APPLIED FOR, MAY NOT EXCEED 5% OF THE VALUATION OF THE TAXABLE PROPERTY AS EQUALIZED FOR STATE PURPOSES. (Sec. 24.63(1), Wis. Stats., 1989-90)

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