

**SEWRPC Community Assistance Planning Report No. 302  
Volume Two, Alternative and Recommended Plans**

**A LAKE MANAGEMENT PLAN FOR ELIZABETH LAKE AND LAKE MARY  
KENOSHA COUNTY, WISCONSIN**

**Appendix B**

**1983 WARRANTY DEED CONVEYING THE ELIZABETH  
LAKE DAM TO THE VILLAGE OF TWIN LAKES**

#141306 V1 - CAPR-302 V2 APPENDIX B TITLE DRAFT  
300-1060  
MGH/JAT/pk  
12/03/08

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WARRANTY DEED

The Grantor, The Nature Conservancy, a non-profit corporation organized and existing under and by virtue of the laws of the District of Columbia which has its principal office at 1800 N. Kent, Arlington, Virginia 22209 and which is duly authorized to transact business in the State of Illinois, for and in consideration of the sum of ten dollars (\$10.00) and other good and valuable consideration and pursuant to authority given by its Board of Governors hereby conveys and warrants to the Village of Twin Lakes, a Wisconsin municipality, the following described property in the County of McHenry, State of Illinois, to-wit:

The South 40 feet of the North 418.91 feet of the West 150 feet of the East 526.82 feet of the West Half of the Northeast Quarter of Section 10, Township 46 North, Range 8 East of the Third Principal Meridian, in McHenry County, Illinois.

P.R.N. 04-10-2000-001

Conveying along with the above-described property one non-exclusive access easement for use by pedestrian and vehicular traffic over and across the property described in Exhibit A attached hereto and incorporated by reference herein and another non-exclusive access easement over and across the property described in Exhibit B attached hereto and incorporated by reference herein. That easement over the property described in Exhibit B attached hereto shall be subject to the following terms and conditions:

1. That prior notification of the use of said easement be given to Richmond Hunters, a partnership, its agents, employees, or managers of the said intended use;
2. That said use shall be restricted to regular business hours;
3. That the location of said use shall be as directed by Richmond Hunters, its agents, employees or manager in such places as supervised by them.
4. That said use shall be upon the then existing improved or unimproved roads only.

and

Subject to the express condition and restriction that the Village shall take no action which would raise the backwater height above 793.52 feet, mean sea level, which corresponds to the top of the 10" plank presently on the dam unless actions are required by law. The Village also agrees to indemnify and hold the Conservancy harmless from any and all costs, liability and expenses arising out of ownership, operation or maintenance of the dam. Further, the Village understands that the Conservancy makes no warranty or guarantee regarding the condition or safety of the dam for any purpose whatsoever; and

Subject to the following conditions and restrictions which shall run with the land:

1. No commercial hunting or trapping shall be permitted on, upon and within the above-described property unless such activities are required for ecological management of the property as a nature preserve.
2. No legal action shall be initiated against Richmond Hunters, a partnership, with the intent of interfering with the current existing use of the adjoining property as a game farm and hunting preserve and recreation area or with use of the adjoining property for residential purposes, provided that such use is lawful and will not adversely affect the use and preservation of the property as a nature preserve.
3. For a period of seven (7) years from the date hereof, Richmond Hunters, a partnership, is permitted to remove certain planted trees and nursery stock, which are not indigenous to the subject property and which are abutting, adjacent to and surrounding the above-described property;

and

Subject to that easement for access and for hunting, fishing, picnicking, hiking and walking, granted to Chicago Title and Trust Company, not individually but as Trustee under a Trust Agreement dated May 18, 1983 and known as Trust No. 1083648, by the grantor herein dated the 15th day of July, 1983; and

Subject to an unrecorded lease between Valentine H. Christmann and the Village of Twin Lakes; and

Subject to all other rights, restrictions and easements of record and to real property taxes due in 1983 and thereafter; and

Reserving to the Grantor The Nature Conservancy for itself and for its successors and assigns an access easement over and across the property conveyed herein for use by pedestrian and vehicular traffic.

This transaction is exempt under the provisions of paragraph b, Section 4 of the Real Estate Transfer Tax Act.

Permanent Tax Index Number:

In Witness Whereof, said Grantor has caused its corporate seal to be hereto affixed, and has caused its name to be signed to these presents by its Vice President, and attested by its Assistant Secretary, this 15<sup>th</sup> day of July, 1983.

The Nature Conservancy

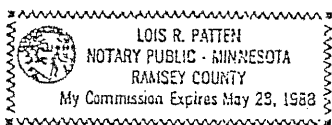
By John W. Humke  
John W. Humke, Vice President

Attest Jane Prohaska  
Jane Prohaska, Assistant Secretary

State of Minnesota )  
                          ) ss  
County of Hennepin )

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that John W. Humke personally known to me to be the Vice President of The Nature Conservancy, a non-profit corporation, and Jane Prohaska personally known to me to be the Assistant Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Vice President and Assistant Secretary, they signed and delivered the said instrument as Vice President and Assistant Secretary of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Governors of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this 15<sup>th</sup> day of July 1983.



Lois R. Patten  
Notary Public  
My Commission Expires: 5/28/88

This instrument was prepared by Jane Prohaska, The Nature Conservancy, 328 East Hennepin, Minneapolis, Minnesota 55414.

Home Address: 108 East Main, Twin Lakes, WI 53181

Return deed to:

Mail tax statements to:

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