

**TEMPORARY LIMITED  
EASEMENT FOR STORMWATER  
MEASURES**

**THIS TEMPORARY LIMITED ACCESS EASEMENT**, is made by and between the County of Dane (hereinafter referred to as “County”), and TC Silver Eagle Development LLC (hereinafter referred to as “Grantee”).

**RECITALS**

**WHEREAS**, the County is the owner in fee simple of property located in the Town of Sun Prairie, Dane County, Wisconsin (hereinafter referred to as the “Premises”) described as:

The Northwest ¼ of the Southeast ¼ of Section 33, Township 8N, Range 11E, in the Town of Sun Prairie, Dane County, Wisconsin, EXCEPT that part described in Conveyance of Lands for Highway Purposes recorded in Vol. 153 of Misc., page 297, as #6433744, EXCEPT that part described in Award of Damages recorded in Vol. 297 of Misc., page 297, as #928496; EXCEPT that part conveyed in Warranty Deed recorded as #4646933; and EXCEPT Certified Survey Map 14041, recorded in Vol. 94 of Certified Survey Maps, page 98 as #5176027;

**WHEREAS**, the Grantee needs to address stormwater on property across County Highway N more particularly (hereinafter referred to as the “Benefitted Property”) described as:

Lot 1 of Certified Survey Map No. 15154, recorded June 19, 2019 as Document No. 5497136 being a part of lands in the Northwest ¼ and Northeast ¼ of the Southwest ¼ of Section 33, Town 8 North, Range 11 East, in the Village of Cottage Grove, Dane County, Wisconsin;

**WHEREAS**, stormwater from the Benefitted Property is running through the culvert under County Highway N onto the Premises;

**WHEREAS**, in order to address this runoff, the Grantee is required to install stormwater measures on the Premises which shall include a drainage swale and seeding down the surrounding area;

**NOW, THEREFORE**, the County hereby grants to the Grantee this non-exclusive Temporary Limited Easement for the purposes described above for other good and valuable consideration and it is understood by the County and the Grantee that this Easement is subject to the following conditions:

1. Grant of Easement. The County hereby grants to and for the benefit of the Grantee and the Grantee hereby accepts from the County, a Temporary Limited Easement upon, over and across the Premises which is more particularly described on the attached Exhibit A and depicted on the attached Exhibit B (hereinafter referred to as the “Easement Area”).

Recording Area

Return: County of Dane

Attn: Real Estate Coordinator  
5201 Fen Oak Drive, #208  
Madison, WI 53718

Parcel Identification Number (PIN):  
058/0811-334-8501-0

2. Term of Easement. This Easement shall commence on March 1, 2026 and shall run through December 31, 2027 or once all improvements have been accepted by the Grantee and Wisconsin Department of Transportation, whichever occurs earlier.
3. Use of Easement. The Grantee shall have the right to use the Easement Area for purposes of ingress and egress of vehicles and construction equipment in conjunction with the construction and installation of the drainage swale, which activities may include but are not limited to surveying, excavating, grading, seeding, maintenance and restoration of disturbed areas. The Grantee agrees for itself and its employees and agents to use the Easement Area in a manner fully complying with all laws and other legal requirements, including permits.
4. Construction and Maintenance. The Grantee has or shall submit for approval to the County a plan which describes the intended placement, construction and installation of any items on the Easement Area. The Grantee shall also submit a proposed seed mix and a maintenance plan for the seeded area for approval by the County. No deviations from the approved plans shall be allowed except with prior written approval of the County.
5. Safe Condition. The Grantee shall maintain the Easement Area in a safe condition at all times during the term of this Easement and construction areas shall be clearly marked. All fill, waste materials and other debris shall be disposed of by the Grantee.
6. Non-Discrimination.
  - a. In connection with the performance of work under this Agreement, the contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental handicap as defined in s. 51.01 (5), sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the contractor further agrees to take affirmative action to ensure equal employment opportunities. The contractor agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.
  - b. If the Grantee employs 50 or more employees and engages in work on the Premises that is estimated to cost fifty thousand dollars (\$50,000) or more, Permittee acknowledges they have a written affirmative action plan in place and upon request will provide it to the Owner.
7. Termination. The County may terminate this Easement by written notice to Grantee at any time.
8. Amendment. This Easement may not be amended or modified without the written consent of all parties hereto.
9. Notices. All notices to be given under the terms of the Easement shall be signed by the person sending the same, and shall be sent by certified mail, return receipt requested and postage prepaid, to the addresses of the parties specified below:

To County: Dane County Land & Water Resources Dept.

Attn: Real Estate Coordinator  
5201 Fen Oak Drive, #208  
Madison, WI 53718

To Grantee: TC Silver Eagle Development, LLC  
700 Commerce Drive, Suite 205  
Oak Brook, IL 60523

10. Liability. Each party shall be responsible for the consequences of its own acts, errors, or omissions and those of its employees, boards, commissions, agencies, officers, and representatives and shall be responsible for any losses, claims, and liabilities, which are attributable to such acts, errors, or omissions including providing its own defense. In situations including joint liability, each party shall be responsible for the consequences of its own acts, errors, or omissions and those of its employees, agents, boards, commissions, agencies, officers and representatives. It is not the intent of either party to waive, limit or otherwise modify the protections and limitations of liability found in Wis. Stat. 893.80 or any other protections available to the parties by law. This paragraph shall survive the termination or expiration of this agreement.
11. Severability. If any term or condition of this Easement shall be deemed invalid or unenforceable, the remainder of this Easement, or the application of the term or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and condition shall be valid and enforceable to the fullest extent permitted by law.
12. Enforcement. It is intended that this Easement shall be construed as being an adequate and legally enforceable Easement. Enforcement of this Easement may be by proceedings at law or in equity against any person or persons violating or attempting or threatening to violate any term or condition in this Easement, either to restrain or prevent the violation or to obtain any other relief. If a suit is brought to enforce this Easement, the prevailing party shall be entitled to recover its costs, including reasonable attorney fees, from the nonprevailing party.
13. Applicable Law. This Easement shall be construed and enforced in accordance with the laws of the State of Wisconsin.

END OF CONDITIONS

IN WITNESS WHEREOF, the Owner grants this Easement and has caused this instrument to be executed on its behalf this \_\_\_\_\_ day \_\_\_\_\_, 2026.

County of Dane

By \_\_\_\_\_ (SEAL)

Scott McDonell, County Clerk

State of Wisconsin        )  
  ) ss.  
County of Dane            )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2026, the above named Scott McDonell, to me known to be the person who executed the foregoing instrument and acknowledged that he/she executed and delivered the same as for the act and deed of Dane County.

\_\_\_\_\_  
\*  
Notary Public, State of Wisconsin  
My Commission (expires)(is) \_\_\_\_\_.



EXHIBIT A  
(Legal Description Easement Areas)

SHEET 1

A 20' Temporary Limited Easement located in the Northwest 1/4 of the Southeast 1/4 of Section 33, Township 8 North, Range 11 East, Village of Cottage Grove, Dane County, Wisconsin, bounded and described as follows:

Commencing at the Southwest corner of said Southeast 1/4;  
Thence North 02°13'10" East along the West line of said Southeast 1/4, 1619.72 feet;  
Thence South 88°09'03" East, 85.63 feet to the East line of County Trunk Highway "N" and the Point of Beginning of lands hereinafter described;  
Thence continuing South 88°09'03" East, 20.00 feet;  
Thence South 01°59'11" West, 83.74 feet;  
Thence South 44°12'23" East, 94.40 feet to the North line of County Trunk highway "TT";  
Thence North 73°31'13" West along said North line, 40.85 feet to the aforesaid East line of County Trunk Highway "N";  
Thence North 44°12'23" West along said East line, 67.31 feet;  
Thence North 01°59'11" East along said East line, 92.23 feet to the Point of Beginning.  
Area: 3,377 Sq. Ft. (0.0775 Acres)

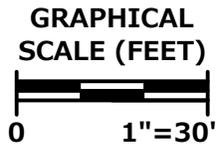
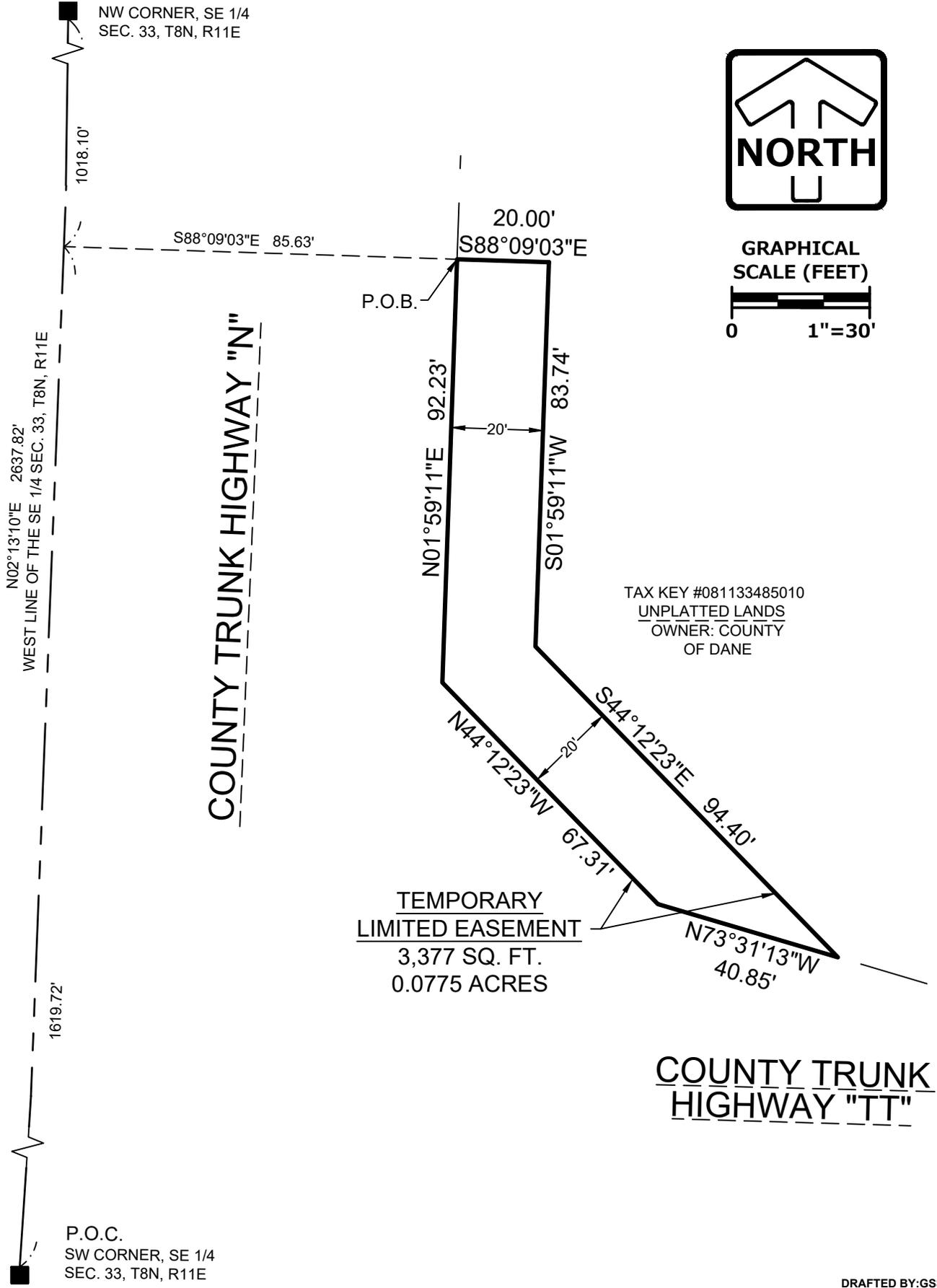
SHEET 2

A Temporary Limited Easement located in the Northwest 1/4 of the Southeast 1/4 of Section 33, Township 8 North, Range 11 East, Village of Cottage Grove, Dane County, Wisconsin, bounded and described as follows:

Commencing at the Southwest corner of said Southeast 1/4;  
Thence North 02°13'10" East along the West line of said Southeast 1/4, 2074.30 feet;  
Thence South 88°00'00" East, 46.78 feet to the East line of County Trunk Highway "N" and Point of Beginning of lands hereinafter described;  
Thence North 01°59'53" East along said East line, 48.60 feet;  
Thence South 88°00'07" East, along said East line 17.00 feet;  
Thence North 01°59'53" East along said East line, 147.55 feet;  
Thence North 26°20'17" East along said East line, 54.59 feet;  
Thence North 01°14'47" East along said East line, 200.06 feet;  
Thence North 17°35'44" West along said East line, 59.26 feet;  
Thence North 01°59'53" East along said East line, 65.39 feet to the North line of the aforesaid Southeast 1/4;  
Thence North 88°37'28" East along said North line, also being the South line of Lot 1 of Certified Survey Map No. 16269, 447.34 feet;  
Thence South 05°31'18" West, 89.57 feet;  
Thence South 18°46'40" West, 351.31 feet;  
Thence South 45°20'42" West, 230.63 feet to the North line of Lot 1 of Certified Survey Map No. 14041;  
Thence North 88°00'00" West along said North line, 198.33 feet to the Point of Beginning.  
Area: 204,258 Sq. Ft. (4.6891 Acres)

Exhibit B  
(Depiction of Easement Areas)

Z:\PROJECTS\2019\1590.00A-WI\SURVEY\CAD\1590.00A EXHIBIT TLE DANE CO.DWG



P.O.C.  
SW CORNER, SE 1/4  
SEC. 33, T8N, R11E

DRAFTED BY:GSS

TAX KEY #081133140111

LOT 1

C.S.M. NO. 16269

OWNER: SCARLET

BADGER LLC

N88°37'28"E 447.34'

NORTH LINE OF THE SE 1/4 SEC. 33, T8N, R11E

NW CORNER, SE 1/4  
SEC. 33, T8N, R11E

65.39'  
N01°59'53"E

59.26'  
N117°35'44"W

N01°14'47"E 200.06'

N26°20'17"E  
54.59'

N01°59'53"E 147.55'

S88°00'07"E 17.00'

N01°59'53"E 48.60'

N88°00'00"W 198.33'

S88°00'00"E 46.78'

P.O.C.  
SW CORNER, SE 1/4  
SEC. 33, T8N, R11E

TAX KEY #081133486950

LOT 1

C.S.M. NO. 14041

OWNER: TONI M  
SELTZNER

TEMPORARY  
LIMITED EASEMENT  
204,258 SQ. FT.  
4.6891 ACRES

S05°31'18"W  
89.57'

S18°46'40"W 351.31'

S45°20'42"W 230.63'

WEST LINE OF THE SE 1/4 SEC. 33, T8N, R11E

N02°13'10"E 2637.82'

COUNTY TRUNK HIGHWAY "N"

563.52'

P.O.B.

2074.30'

P.O.C.

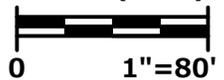
TAX KEY #081133485010

UNPLATTED LANDS

OWNER: COUNTY  
OF DANE



GRAPHICAL  
SCALE (FEET)



DRAFTED BY: GSS

Z:\PROJECTS\2019\1590.00A-WI\SURVEY\CAD\1590.00A EXHIBIT TLE DANE CO.DWG

**T.L.E./EXHIBIT SHEET 2 OF 2 DATE: 02/17/2026**

**PINNACLE ENGINEERING GROUP PLAN | DESIGN | DELIVER**

20725 WATERTOWN ROAD | SUITE 100 | BROOKFIELD, WI 53186 WWW.PINNACLE-ENGR.COM PEG JOB#1590.00A