

Document No.

DECLARATION OF RESTRICTIONS, COVENANTS
AND EASEMENTS FOR BLACK DIAMOND
SUBDIVISION

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RECORDED

Dodgeville WI 53533

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Taylor J. Campbell

Iowa County Register of Deeds

Iowa County, Wisconsin

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RETURN RECORDED DOCUMENT TO:
Attorney Robert J. Jackson
P.O. Box 170
Dodgeville, WI 53533

Parcel Identification No.

This instrument was drafted by:

Attorney Robert J. Jackson
213 North Iowa Street
Dodgeville, WI 53533

DECLARATION OF RESTRICTIONS, COVENANTS AND EASEMENTS FOR BLACK DIAMOND SUBDIVISION

THIS DECLARATION OF RESTRICTIONS, COVENANTS AND EASEMENTS FOR BLACK DIAMOND SUBDIVISION (the "Declaration"), is made by BLACK DIAMOND, LLC, a Wisconsin limited liability company ("Developer").

RECITALS

The Developer is the owner of the real property located in the Town of Dodgeville, County of Iowa, State of Wisconsin, known as the Black Diamond Subdivision (the "subdivision"), which is legally described on the attached **Exhibit A** (the "Property").

The Developer desires to subject the Property (which includes Lots 1-19 of the Subdivision as shown on the Final Plat), to conditions, covenants, restrictions, easements, liens and charges (hereinafter collectively referred to as "Covenants") set forth in this Declaration, each and all of which is and are for the benefit of the Property, the Developer, the Town of Dodgeville ("Town") and for each owner thereof and shall pass with ownership of such Property, and each and every parcel and lot thereof, and shall apply to and bind the successors in interest and any owner thereof.

DECLARATION

NOW, THEREFORE, the Developer hereby declares that the Property is and shall be held, used, transferred, sold and conveyed subject to the Covenants hereinafter set forth.

ARTICLE I

DEFINITIONS

In addition to the other capitalized and define terms referenced elsewhere in this Declaration, the following words when used in this Declaration shall have the following meanings:

- 1.1 "Final Plat" shall mean and refer to the Final Plat attached as **Exhibit B**.
- 1.2 "Lot" shall mean and refer to any of Lots 1-19 shown on the Final Plat.
- 1.3 "Owner" shall mean and refer to the record owner, whether one or more persons or entities of the fee simple title to any Lot; except that as to any Lot which is the subject of a

land contract wherein the purchaser is in possession, the term "Owner" shall refer to such person instead of the vendor.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

2.01 **Property.** The Property shall be held, used, transferred, sold, conveyed and occupied subject to this Declaration.

ARTICLE III

GENERAL PURPOSES AND CONDITIONS

3.1 **General Purpose.** The Property is subject to this Declaration to encourage and secure the erection of attractive, substantial homes, with appropriate locations on Lots; to prevent haphazard and inharmonious improvement of Lots; to secure and maintain proper setbacks from streets; to encourage attractive and harmonious landscaping of Lots; and in general, to provide adequately for a good quality of improvements to the Property and thereby to enhance the value of investments made by purchasers of Lots.

3.2 **Land Use and Building Type.** Lots 1-19 shall be used for Single Family Residential purposes as permitted by the applicable Iowa County Zoning Ordinance.

3.3 **Architectural Control.** No building, fence, wall or other structure or improvement of any type shall be commenced, erected, or maintained upon any Lot, nor shall any exterior change or alteration on any Lot, be made until the plans, specifications and plat of survey showing the nature, kind, shape, height, materials, color and location of the same ("Plans") shall have been submitted to and approved in writing as to quality, materials, harmony of exterior design and location in relation to other structures, topography and compliance with the provisions of this Declaration, by the Developer. No Owner shall request or obtain a building permit for a Lot from the Town without first obtaining the written approval of the Plans from the Developer. In the event the Developer fails to approve or disapprove within thirty (30) days after the Plans have been submitted to it, or in the event of disapproval, if no suit to enjoin the addition, alteration, or change or to require the removal thereof has been commenced before one (1) year from the date of completion thereof, then approval will not be required, and this section will be deemed to have been fully complied with. The Developer shall have the right to waive minor infractions or deviations from these restrictions in cases of hardship or as otherwise determined by the Developer. The Developer shall have the sole discretion to determine which of the dwelling size requirements of this Declaration applies to a particular proposed dwelling and whether the same has been met. The provisions of this Declaration are minimum requirements and the Developer, may in its discretion, require stricter standards or, conversely, may relax standards on a case-by-case basis if it reasonably determines that such modified standards are required for the benefit of

the entire Property, provided such variance is not in conflict with the dedications and restrictive covenants running with the land as described on the Final Plat or the requirements of Town or County ordinances. Further, the Developer may require reasonable alterations to be made to any of the Plans to be submitted under this Declaration and said requirements shall be binding upon each and every Owner.

After the Developer ceases to have any title to any Lot, the plans, specifications, and site plans must be submitted to a committee of three persons elected by a majority of persons holding title to any Lot or Lots, for approval in writing by a majority of said committee as to all of the items enumerated in the preceding paragraph. The election of said committee (the "Committee") shall be held annually on the second Monday in January of each year at the site selected by the Developer or the previous Committee. Vacancies created between elections shall be filled by the remainder of the Committee. The Developer may at any time elect to assign to the Committee all of the Developer's approval rights described in the Declaration.

3.4 New Construction Only. No building shall be placed or permitted to remain on any Lot other than buildings newly constructed on the Lot; no previously constructed dwelling or structures shall be relocated to or situated upon any Lot without the written approval of the Developer.

3.5 Dwelling Size. No dwelling shall be erected on any Lot having a ground area within the perimeter of the main building, or at or above finish grade elevation (exclusive of garages, porches, patios, breezeways and similar additions), measured along the exterior walls, of less than the following areas:

- (a) Not less than 1,600 square feet for a one-story dwelling;
- (b) Not less than 1,800 square feet for a split-level with a minimum first floor area of 1,100 square feet;
- (c) Not less than 1,800 square feet for a two-story dwelling;
- (d) Not less than 1,650 square feet for a one- and one-half story dwelling;
- (e) With respect to all other types of dwellings, not less than such areas, determined by the Developer, as are consistent with the foregoing and with other provisions hereof.

However, the Developer, in its sole discretion, reserves the right to make any deviation from the above requirements.

3.6 Lot Grade, Drainage, Setbacks, Building Location and Lot Area.

- (a) No building shall be located on any Lot nearer to the lot line and complying with the necessary setbacks established under the County Zoning Ordinances. All Lots shall have

setbacks (both maximum setbacks and "site line" setbacks) from the front lot line and from the interior lot lines of distances determined by the Developer but, in no event, less than that set forth on the Final Plat and provided by applicable County Ordinance. Lot 1 and Lot 19 have a Vision Triangle in which no buildings or plantings can be placed in accordance to the Iowa County Zoning Ordinance. All lots shall have a minimum setback from the front lot line of 85 feet to allow for ample off-street parking.

(b) The following lots shall have a Minimum Exterior Opening Elevations;

- Lot 9 1200.00
- Lot 11 1200.00
- Lot 12 1200.00
- Lot 13 1205.00
- Lot 14 1210.00
- Lot 15 1210.00

(c) Any grading of a Lot must conform to the last approved grading and drainage plans on file with the Town and County.

(d) Within each set of building construction plans submitted to the Developer for approval, shall be a plat of survey showing the placement of the proposed dwelling with the existing ground grade shown at all comers together with all easements as shown on the Final Plat. The Developer reserves the right to make modifications as to the final first floor grade of the building, subject to the Town and County approval. The drainage of the Lot shall conform to the approved grading plans.

(e) Each Owner shall be responsible for ensuring that drainage from said Owner's Lot adheres to the existing drainage patterns as set forth in the grading plan that was submitted to the Town with the Final Plat and that the Owner's construction and other building activity does not interfere with or disrupt the existing or planned drainage patterns. The existing drainage pattern on a Lot shall not be changed significantly, and no change to the drainage pattern on other lands within the Property shall be caused by an Owner, which varies from the grading plans as these grading plans may be amended by the Developer, from time to time, subject to Town and County approval. Minor changes from said grading plans, where these changes do not violate the purpose, spirit and intent of said grading plans, shall be reviewed and may if, for good and sufficient reasons, be approved by the Developer, if approved by the Town and County; in all other cases, the approved grades shall be strictly adhered to. Lot Owners shall be held responsible for any violation that will cause additional expense to the Developer or any other Owner to correct any grading problems.

(f) There shall be no alteration of ditches in any right-of-way.

(g) There shall be no alteration of any storm water pond in easements shown on the Final Plat.

3.7 **Completion.** All construction of dwellings and other incidental structures shall be completed within one (1) year from date of commencement of construction. The time of completion shall be extended by the Developer, in its sole discretion as a result of any delay due to strike, lockouts or acts of God or for any other good cause as determined by the Developer, or Committee, whichever is applicable. The determination of when construction of a dwelling or other incidental structure has been completed shall be made in the sole discretion of the Developer.

3.8 **Easements/Dedications/Obligations.** Certain easements affecting the Property are recorded on the Final Plat for the Subdivision in the Office of the Register of Deeds of Iowa County, Wisconsin. Each Lot shall be subject to any easement, dedication, restrictive covenant, or any other restriction granted (and/or retained) by the Developer on such Final Plat or hereafter to be granted (and/or retained) by the Developer or its successors and assigns to the Town, or public or semi-public utility companies, for the erection, construction and maintenance of all poles, wires, fiber lines, pipes and conduits for the transmission of electricity, natural gas and for such other similar purposes, for performing any public or quasi-public utility function or for any other purpose that Developer or its successors and assigns may deem fit and proper for the improvement and benefit of the Property and for any other purpose as set forth in dedications and restrictive covenants on the Final Plat. The Owner of any Lot on which such easement area(s) are located may use such areas, together with the area between the roadway and their Lot, for grass, plantings, driveways and other such similar and reasonable uses and shall otherwise care for and maintain such area provided such uses shall not interfere with the improvements, their uses and purposes, and the uses and purposes of the Town; nor shall any improvements be placed within such areas without the prior written consent of the Developer, Town and/or any other party having an interest in the respective easement area. No permanent structure (brick mailbox) large landscape stone, or trees shall be placed in the area platted for streets.

3.9 **Zoning Laws, Etc.** In addition to the provisions contained within this Declaration, all Lots and improvements thereon shall be subject to Town and County Ordinances and applicable State and federal laws, as may be amended from time to time (hereinafter collectively referred to as "Laws"). No Lot may be further divided or combined without the approval of the Town and County.

3.10 **Outbuildings.** The Developer may approve permanent detached structures that comply with County ordinances, to be situated on a Lot. Architectural design and building materials used must be compatible with the residential dwelling. One such building is allowed per Lot and the size should not exceed 1/2 of the total gross square footage of the main floor of the house. No building is to be closer than 20 ft. behind the home's closest point from setback. No detached structure may be constructed without Developer approval.

3.11 **Garages; Driveways.**

(a) Each Lot shall have a private, attached, enclosed garage for on-site storage of not less than two (2) automobiles for each one (1) family dwelling built upon such Lot and shall be connected to the street by a driveway.

(b) Upon completion of the structure, the owner shall complete the finish grade and sodding or seeding of the lawn in season; all driveways must have a concrete or bituminous asphalt surface installed within a maximum of six (6) months after the completion of the house unless winter weather conditions restrict the Owner's ability to complete such construction.

3.12 **Roofing Material and Construction.**

(a) All dwellings proposed to be erected, altered, or modified shall specify on the construction plans, roofing materials acceptable in quality to the Developer and the construction shall be carried out with such roofing material as approved by the Developer.

(b) All dwellings shall have minimum roof pitches of 6:12 or as approved by the Developer.

(c) Panelized and prefabricated construction of buildings is not allowed under any conditions. All homes and outbuildings must be site constructed.

3.13 **Exterior Building Materials and Dwelling Quality.**

(a) All dwellings proposed to be erected, altered, or modified shall, on the construction plans, denote exterior building material(s) proposed to be used, i.e., brick, stone, wood, vinyl, or insulated aluminum siding or other similar materials acceptable to the Developer and the construction shall be carried out with the material(s) as approved by the Developer.

(b) The design, layout and exterior appearance of each dwelling proposed to be erected, altered, or modified shall be such that, in the opinion of the Developer at the time of approving of the building plans, the dwelling will be of good quality and will have no substantial adverse effect upon property values.

3.14 **Additional General Restrictions or Requirements**

(a) Landscape. Landscape planting and maintenance of the premises and adjoining street terrace shall be the responsibility of the Owner of the lot.

(b) Occupation. No trailer, basement, tent, shack, garage, or any part thereof, shall ever be used as a residence, temporary or permanent, nor shall any residence be of a temporary character.

(c) Parking. Parking of service vehicles, trucks, motorcycles, and tractor trailers owned or operated by residents of homes is prohibited unless such vehicles are kept in garages. Storage of boats, travel trailers, mobile homes, campers, and other recreational vehicles are prohibited unless kept inside garages. This shall not prohibit the temporary storage of such vehicles for the purpose of loading or unloading for a period not to exceed forty-eight (48) hours. No cars or other vehicles shall be parked on lawns or yards at any time.

(d) Nuisance. No noxious or offensive trade or activity shall be carried on, nor shall anything be done which may be or will become a nuisance to the neighborhood.

(e) Pets. No more than two (2) domestic animals may be kept on any single-family lot. All domestic animals must be housed within the principal structure. No outdoor kennels. Commercial animal boarding, kenneling or treatment is expressly prohibited whether for fee or not.

(f) Residential Purposes. The lots may be occupied and used for residential purposes only and for no other purpose, except the incidental use of a lot for personal business conducted by mail or telecommunications which does not make use of streets within the Subdivision by frequent visits by business service providers or customers. Operation of a daycare facility shall not be permitted on any lot.

(g) Lot Cultivation. All areas of lots not used as a building site or lawn or under cultivation as a garden shall have cover crop or be so cultivated or tended as to keep such areas free from noxious weeds. The lot Owner shall be responsible for maintaining the lot in a neat appearance. Except for wooded lots left in a natural state, the Owner shall mow the lot at least once per month during the months of April through November. This paragraph shall not be construed to prevent a family garden or orchard, provided that all vegetable gardens and orchards shall be located in back yards.

(h) Signs. No signs of any type shall be displayed to public view on any lot without the prior consent of the Developer or the Committee, whichever is then applicable, except no more than two (2) lawn signs of not more than four (4) square feet in size advertising the lot and house thereon for sale.

(i) Waste. During construction on a lot, accumulations of waste, litter, excess or unused building materials or trash other than in appropriate receptacles is prohibited. Lots shall be kept free of debris during construction of improvements thereon by maintenance of a dumpster on-site.

(j) Clothes Lines. Permanent clothes lines are not permitted on lots.

(k) Exterior. No exterior antennas, satellite dishes in excess of twenty inches (20") in diameter, walls, or fences shall be permitted unless approved in writing in advance by the Developer or the Committee, whichever is then applicable, as to location, material, height, and color. Fences should be decorative fences as seen from the street. Seller will not be required to do any fencing between lots in this plat. All joint property line fences will be installed by the property owner wanting the fence. Front of home (street view) must have a brick or stone element that is approved by the Developer or Committee, whichever is applicable.

(l) Mailboxes. Only mailboxes (support columns) approved by the Developer or Committee whichever is applicable shall be used in the Subdivision.

(m) Hunting. No hunting, target practice, or unlawful discharge of firearms may take place on any lot.

(n) Pools. No above ground pool may be erected on any lot unless it is completely surrounded by a wood deck system approved by the Developer or Committee whichever is applicable. In ground pools are permitted.

(o) Playground. No playground equipment shall be erected on any portion of a lot between the house and road, otherwise known as the front yard.

(p) Firewood. No firewood or wood piles may be kept outside unless neatly stacked in the rear of a house . At no time shall more than 3 cords of firewood be stored outside the buildings on any lot.

(q) Outdoor Furnaces. No outdoor furnace (wood or pellet burning) may be used to heat any dwelling, outbuilding or swimming pool.

(r) Wind Power. Permanent, stand-alone wind powered generators are not permitted.

(s) Solar Panels. Roof mounted solar panels are permitted. Stand-alone solar panels are not permitted.

(t) Shared Wells/Septic. Shared wells and shared septic fields are not permitted.

ARTICLE IV

ENFORCEMENT, TERMINATION, MODIFICATION

4.1 **Right to Enforce**. This Declaration and the Covenants contained herein and on the Final Plat are enforceable only by the Developer and/or the Town and/or an Owner or such other

person or organization specifically designated by the Developer, in a document recorded in the Office of the Iowa County Register of Deeds, as its assignee for the purpose thereof.

4.2 **Town of Dodgeville.** Notwithstanding any other provision set forth in this document, neither this section 4.2, or the following sections shall be terminated or amended without the written authorization of the Town of Dodgeville: 3.06(b), (c), (d), and (f) and 3.8(a). The Town of Dodgeville also has a right of enforcement against Developer and any Owner for violation of those sections.

4.3 **Manner of Enforcement.** This Declaration and the Covenants contained herein and on the Final Plat shall be enforceable in any manner provided by law or equity, including but not limited to one or more of the following:

- (a) Injunctive relief;
- (b) Action for specific performance;
- (c) Action for money damages.

4.4 **Reimbursement.** Any amounts expended by the Developer, an Owner and/or the Town in enforcing these Covenants, including reasonable attorney fees, and any amounts expended in curing a default on behalf of any Owner or other party, shall constitute a lien against the subject real property until such amounts are reimbursed to the payor, with such lien to be in the nature of a mortgage and enforceable pursuant to the procedures for foreclosure of a mortgage.

4.5 **Failure to Enforce Not a Waiver.** Failure of the Developer and other party to enforce any provision contained herein shall not be deemed a waiver of the right to enforce these Covenants in the event of a subsequent default.

4.6 **Right to Enter.** The Developer and/or the Town shall have the right to enter upon any building site or other Lot within the premises for the purpose of ascertaining whether the Owner of said Lot is complying with these Covenants.

4.7 **Dedications/Easements /Restrictive Covenants.** Each and every Owner of a Lot shall be subject to and bound by the Dedications, Easements and Restrictive Covenants as are set forth on the Final Plat.

4.8 **Town and County Ordinances Apply.** Each and every Owner shall be solely responsible to ensure that applicable Town and County Ordinances are adhered to and shall be subject to the appropriate Town and County approval process for development on a Lot.

ARTICLE V

GENERAL PROVISIONS

5.1 **Term and Amendment.** Unless amended as herein provided, this Declaration shall run with the Property and be binding upon all persons claiming under the Developer and shall be for the benefit of and be enforceable solely by the Association for a period of fifty (50) years from the date this Declaration is recorded and shall automatically be extended for successive periods of fifty (50) years unless an instrument signed by the Owners of two-thirds (2/3) of the Lots has been recorded, agreeing to terminate this Declaration in whole or in part. For the first fifteen (15) years following the date this Declaration is recorded, this Declaration may be amended at any time by written declaration, executed in such manner as to be recordable, setting forth such annulment, waiver, change, modification, or amendment executed: (a) solely by the Developer until such time as Developer conveys all Lots to other Owners, and thereafter (b) by owners of seventy-five percent (75%) of the Lots. Subsequent to such fifteen (15) year period, this Declaration may be amended by written declaration executed by at least seventy-five percent (75%) of the Lots subject to this Declaration. Such written declaration shall become effective upon recording in the Office of the Register of Deeds of Iowa County, Wisconsin.

5.2 **Notices.** Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when sent by first class US mail, postpaid, to the last known address of the person who appears as Owner on the records of the Iowa County Treasurer at the time of such mailings.

5.3 **Severability.** Invalidation of any of the provisions of this Declaration, whether by court order or otherwise, shall in no way affect the validity or the remaining provisions which shall remain in full force and effect. Said invalid or illegal provision will be modified to reflect, as close as possible, the original intent of the former invalid or illegal provision, but in such a manner so as to make said provision valid and legal.

[SIGNATURES ON NEXT PAGE FOLLOWING]

EXHIBIT A

LEGAL DESCRIPTION

(INSERT UPON RECORDING OF FINAL PLAT)

Connie Ritchie Hallada and Frank Hallada

Black Diamond Subdivision

Description

Located in part of the NW¼ of the NW¼ and part of the SW¼ of the NW1/4 and all of Outlot 2, Outlot 3, Lots 21, 24, 25, 26, 27, 28, 29, 30 of Lehnrs Plat No. 3 all being located in Section 28, Township 6 North, Range 3 East. Town of Dodgeville, Iowa County, State of Wisconsin.

Beginning at the West Quarter (W¼) Corner of said Section 28; Thence N0°11'41"W, 1883.87 Feet along the West line of the North West Quarter (NW1/4) of said Section 28; Thence S89°47'30"E, 622.04 Feet; Thence N00°31'38"W, 378.62 Feet; Thence N89°48'37"E, 241.16 Feet along the South line of Outlot 4 of Lehner's Plat No. 3 to the South East Corner of said Outlot No. 4 of Lehner's Plat No. 3; Thence N00°14'02"E, 10.04 Feet along the East line of said Outlot 4 of Lehnrs Plat No. 3; Thence S89°51'07"E, 175.44 Feet along the South line of Lot 22 of Lehner's Plat No. 3 to the South East Corner of said Lot 22 of Lehner's Plat No. 3 also being the West Right of Way line of Lehner Road; Thence S00°10'36"E, 184.75 Feet along the said West Right of Way line of Lehner Road to the South East Corner of Outlot 3 of Lehner's Plat No. 3; Thence S00°07'08"E, 780.02 Feet continuing along the West Right of Way line Lehner Road; Thence S00°07'45"E, 66.00 Feet along the West Right of Way line of Lehner Road to the North East Corner of Lot 31 of Lehner's Plat No. 3; Thence S89° 54' 56"W 201.31 Feet along the North line of said Lot 31 of Lehner's Plat No. 3 to the North West Corner of said Lot 31 of Lehner's Plat No. 3; Thence S00°12'13"E, 693.77 Feet along the West Line of Lehner's Plat No. 3 to the South West Corner of Lehner's Plat No. 3 also known as the North West Corner of Lehner's Plat No. 1; Thence S00°15'33"E, 553.15 Feet along the West line of Lehner's Plat No. 1 to a point on the South Line of the NW ¼ of said Section 28; Thence N89°29'33"W, 834.82 Feet along the South Line of the NW ¼ of said Section to the Point of Beginning.

Said Parcel of Land Contains 42.75 Acres (1,862,113 Square Feet) More or Less Including Brue Road Right of Way and 42.12 Acres (1,834,565 Square Feet) More or Less Excluding Brue Road Right of Way.

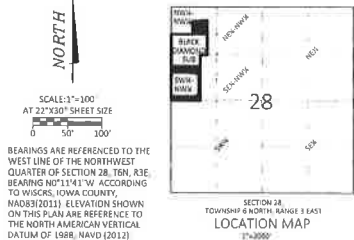
EXHIBIT B

COPY OF FINAL PLAT

(TO BE ATTACHED)

PLAT OF BLACK DIAMOND SUBDIVISION

PART OF THE NW¼ OF THE NW¼, PART OF THE SW¼ OF THE NW¼, AND ALL OF OUTLOT 2, OUTLOT 3, LOTS 21, 24, 25, 26, 27, 28, 29, AND 30 OF LEHNER'S PLAT NO. 3, ALL BEING LOCATED IN SECTION 28, TOWNSHIP 6 NORTH, RANGE 3 EAST, TOWN OF DODGEVILLE, IOWA COUNTY, WISCONSIN.



- LEGEND**
- 3/4" IRON BAR FOUND
 - ▲ 1/4" IRON BAR FOUND
 - 2" I.D. IRON PIPE FOUND
 - △ 1 1/2" X 24" WEIGHING 4.30 LBS./LIN. R. REBAR SET
 - () RECORDED AS
 - DRAINAGE EASEMENTS
 - - - PROPOSED UTILITY EASEMENTS (TYP)
 - ===== BUILDING SETBACK LIMITS
 - ===== NO STREET ACCESS
 - OVERHEAD UTILITY LINE
 - UNDERGROUND FIBER OPTIC LINE
 - UNDERGROUND TELEPHONE LINE

- NOTES**
- LOTS SO NOTED ON THIS DOCUMENT CANNOT BE FURTHER DIVIDED UNLESS APPROVED IN WRITING BY THE TOWN OF DODGEVILLE AND THE IOWA COUNTY PLANNING, ZONING AND LAND RECORDS COMMITTEE.
 - ALL OTHER LOT CORNERS MARKED WITH A SET 2" X 24" STEEL REBAR WEIGHING 1.502 LBS./LIN. FT.
 - NO DIRECT VEHICULAR ACCESS IS ALLOWED TO BRUE ROAD FROM THE LOTS ALONG BRUE ROAD.

JOB NUMBER: H26600

OWNER: CONNIE RITCHE-HALLADA AND FRANK HALLADA
4250 PARK RIDGE RD
DODGEVILLE, WI 53533

SUBDIVIDER: CONNIE RITCHE-HALLADA AND FRANK HALLADA
4250 PARK RIDGE RD
DODGEVILLE, WI 53533

SURVEYED BY: GREG A. JEWELL, PLS S-808
JEWELL ASSOCIATES ENGINEERS, INC
500 SUNRISE DRIVE
SPRING GREEN, WI 53588
608.858.7484



CURVE DATA - CI	
RADIUS =	455.36'
ARC LENGTH =	180.67'
CHORD BEARING =	N73°40'03"W
CHORD LENGTH =	179.46'

CURVE DATA - RWCI	
RADIUS =	419.64'
ARC LENGTH =	148.57'
CHORD BEARING =	N12°44'01"W
CHORD LENGTH =	145.81'

CURVE DATA - RW2	
RADIUS =	422.73'
ARC LENGTH =	125.25'
CHORD BEARING =	N23°59'11"W
CHORD LENGTH =	118.25'

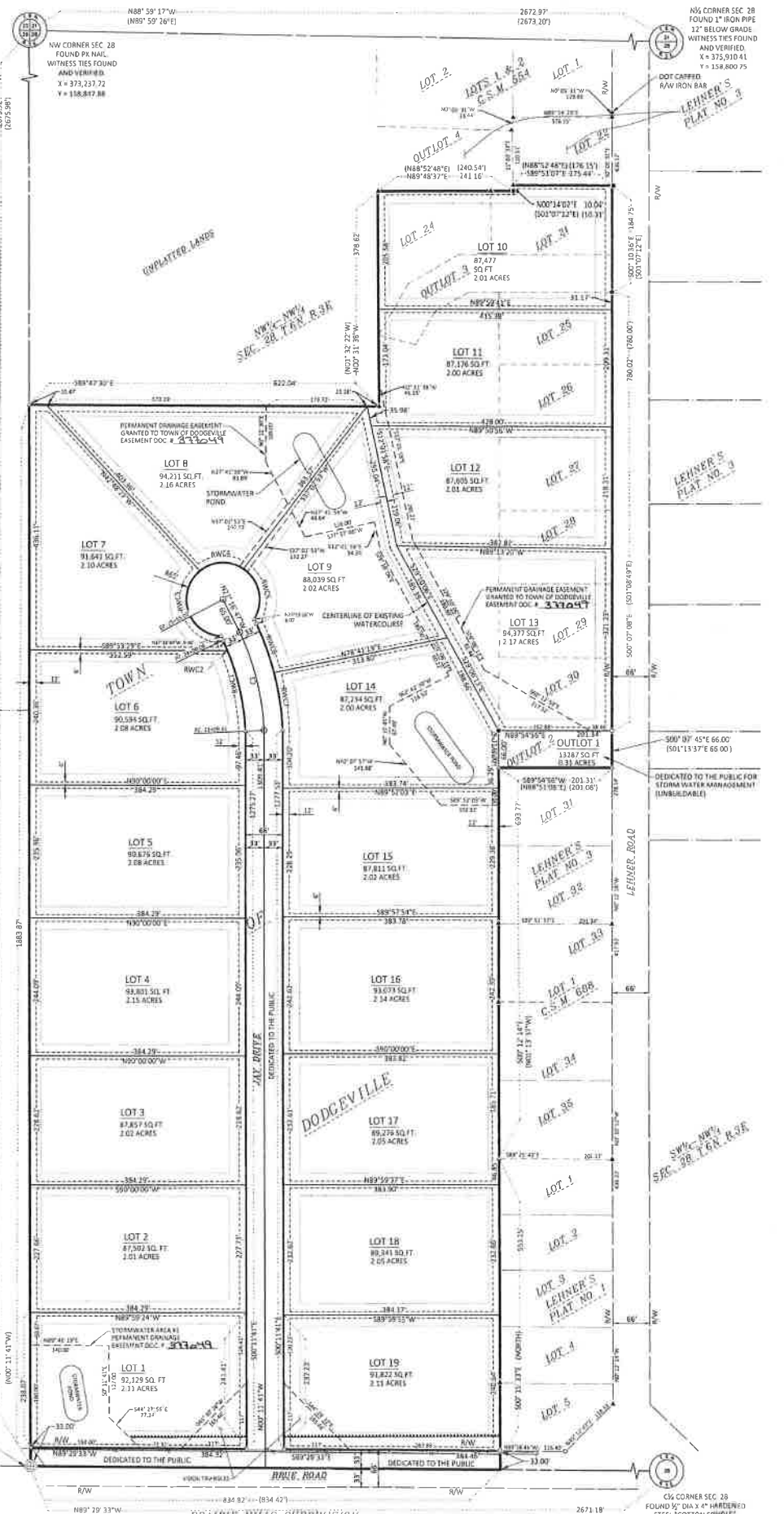
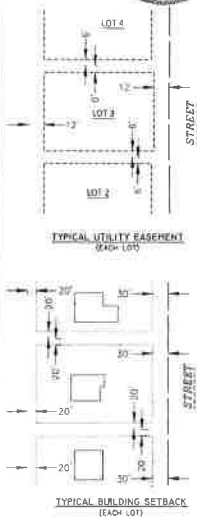
CURVE DATA - RW3	
RADIUS =	65.00'
ARC LENGTH =	155.89'
CHORD BEARING =	N18°04'01"W
CHORD LENGTH =	121.12'

CURVE DATA - RW4	
RADIUS =	65.00'
ARC LENGTH =	182.87'
CHORD BEARING =	N67°09'38"E
CHORD LENGTH =	77.37'

CURVE DATA - RW5	
RADIUS =	65.00'
ARC LENGTH =	100.44'
CHORD BEARING =	S12°03'22"E
CHORD LENGTH =	90.74'

CURVE DATA - RW6	
RADIUS =	481.53'
ARC LENGTH =	91.89'
CHORD BEARING =	S20°08'05"E
CHORD LENGTH =	91.76'

CURVE DATA - RW7	
RADIUS =	482.24'
ARC LENGTH =	103.67'
CHORD BEARING =	S08°42'43"E
CHORD LENGTH =	103.47'



JEWELL
associates engineers, inc.
Engineers - Architects - Surveyors

EXHIBIT B

PLAT OF BLACK DIAMOND SUBDIVISION

PART OF THE NW¼ OF THE NW¼, PART OF THE SW¼ OF THE NW¼, AND ALL OF OUTLOT 2, OUTLOT 3, LOTS 21, 24, 25, 26, 27, 28, 29, AND 30 OF LEHNER'S PLAT NO. 3, ALL BEING LOCATED IN SECTION 28, TOWNSHIP 6 NORTH, RANGE 3 EAST, TOWN OF DODGEVILLE, IOWA COUNTY, WISCONSIN

OWNER'S CERTIFICATE OF DEDICATION

As owners of Black Diamond Subdivision, we hereby certify that we have caused the land described herein to be surveyed, divided, mapped and dedicated as represented on the plat. We also certify that this plat is required by S. 236.10 or S. 236.12 to be submitted to the following for approval or objection: City of Dodgeville, Town of Dodgeville, and Iowa County.

Witness the hand and seal of said owners this 16th day of November, 2021.

In Presence of:

Connie Ritchie-Hollado
Connie Ritchie-Hollado

Frank Hallada
Frank Hallada

STATE OF WISCONSIN)
)ss
IOWA COUNTY)

Personally came before me this 16th day of November, 2021 the above named Connie Ritchie-Hollado and Frank Hallada, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Fred G. Gormer
NOTARY PUBLIC, IOWA COUNTY, WISCONSIN
MY COMMISSION EXPIRES: August 12, 2025



IOWA COUNTY TREASURER'S CERTIFICATE:

STATE OF WISCONSIN)
)ss
IOWA COUNTY)

I, Connie Johnson, being the duly elected, qualified and acting Treasurer of the Iowa County, do hereby certify that in accordance with the records in my office, there are no unpaid taxes or unpaid special assessments as of 12/16/21 on any of the land included in the plat of Black Diamond Subdivision.

Connie Johnson
Connie Johnson, Iowa County Treasurer 12/28/21
Date

IOWA COUNTY APPROVAL CERTIFICATE:

STATE OF WISCONSIN)
)ss
IOWA COUNTY)

Resolved the plat of Black Diamond Subdivision in the Town of Dodgeville, Connie Ritchie-Hollado and Frank Hallada, owners, is hereby approved in accordance with the Land Division and Subdivision Regulations, Iowa County, Wisconsin.

Richard Staff
Iowa County Planning and Development Director 12/28/2021
Date

TOWN TREASURER'S CERTIFICATE:

STATE OF WISCONSIN)
)ss
IOWA COUNTY)

I, Sara J. Olson, being the duly elected, qualified and acting treasurer of the Town of Dodgeville, do hereby certify that in accordance with the records in my office, there are no unpaid taxes or unpaid special assessments as of 11/29/21 on any of the land included in the plat of Black Diamond Subdivision.

S. J. Olson - Clerk Treasurer
Sara J. Olson, Town of Dodgeville Treasurer 11/29/21
Date

TOWN OF DODGEVILLE APPROVAL:

Resolved, that the plat of Black Diamond Subdivision in the Town of Dodgeville, Connie Ritchie-Hollado and Frank Hallada owners, is hereby approved by the Town of Dodgeville Board.

Curt Peterson
Curt Peterson, Chair 11-29-21
Date

Sara J. Olson - Clerk Treasurer
Sara J. Olson, Town Clerk 11/29/21
Date

CITY OF DODGEVILLE APPROVAL:

Resolved, that the plat of Black Diamond Subdivision in the Town of Dodgeville, Connie Ritchie-Hollado and Frank Hallada, owners, is hereby approved by the City of Dodgeville.

David Havock
David Havock, Mayor 12-13-2021
Date

Lauree Aull
Lauree Aull, City Clerk 12-15-2021
Date

UTILITY STORM WATER MANAGEMENT EASEMENT PROVISIONS:

An easement for electric and communications service and storm water management is hereby granted by Connie Ritchie-Hollado and Frank Hallada, Grantor, to:

Alliant Energy, Charter Communications, Centurylink, Frontier Communications, MH Telecom, Inc., along with other approved utilities and Town of Dodgeville, Grantees and their respective successors and assigns, to construct, install, operate, repair, maintain and replace from time to time, facilities used in connection with underground transmission and distribution of electricity, telephone, fiber optic, natural gas, cable TV facilities, storm water management and for such purposes as the same is now or may hereafter be used, all in, over, under, across, along and upon the property shown with those areas on the plat designated as "Utility Easement Areas" or "Storm Water Management Easement" and the property designated on the plat for streets, whether public or private, together with the right to install service connections upon, across, within and beneath the surface of each lot to serve improvements thereon or on adjacent lots; also the right to trim or cut down trees, brush and roots as may be reasonably required incident to the rights herein given, and the right to enter upon the subdivided property for all such purposes. The Grantees agree to restore or cause to be restored, the property, as nearly as is reasonably possible, to the condition existing prior to such entry by the Grantees or their agents. Buildings or structures of any kind shall not be placed over Grantees' facilities or in, upon or over the property within the lines marked "Utility Easement Areas" without the prior written consent of Grantees. After installation of any such facilities, the grade of the subdivided property shall not be altered by more than four inches without the written consent of Grantees.

The grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.

Stormwater Area One and Area Two Permanent Easement Recorded Doc. # 377049

PROFESSIONAL LAND SURVEYOR'S CERTIFICATE:

I, Greg A. Jewell, professional land surveyor, hereby certify:

That I have surveyed, divided and mapped Black Diamond Subdivision, located in part of the NW¼ of the NW¼, part of the SW¼ of the NW¼, and all of Outlot 2, Outlot 3, Lots 21, 24, 25, 26, 27, 28, 29, and 30 of Lehner's Plat No. 3, all being located in Section 28, Township 6 North, Range 3 East, Town of Dodgeville, Iowa County, State of Wisconsin. That I have made such survey, land-division, and plat by the direction of Connie Ritchie-Hollado and Frank Hallada, described as follows:

Beginning at the West Quarter (W¼) Corner of said Section 28; Thence N0°14'41"W, 1833.87 Feet along the West line of the North West Quarter (NW¼/4) of said Section 28; Thence S89°47'30"E, 622.04 Feet; Thence N00°31'38"W, 378.62 Feet; Thence N89°48'37"E, 241.16 Feet along the South line of Outlot 4 of Lehner's Plat No. 3 to the South East Corner of said Outlot No. 4 of Lehner's Plat No. 3; Thence N00°14'02"E, 10.04 Feet along the East line of said Outlot 4 of Lehner's Plat No. 3; Thence S89°51'07"E, 175.44 Feet along the South line of Lot 22 of Lehner's Plat No. 3 to the South East Corner of said Lot 22 of Lehner's Plat No. 3 also being the West Right of Way line of Lehner Road; Thence S00°10'35"E, 184.75 Feet along said West Right of Way line of Lehner Road to the South East Corner of Outlot 3 of Lehner's Plat No. 3; Thence S00°07'09"E, 780.02 Feet continuing along the West Right of Way line Lehner Road; Thence S00°07'45"E, 66.00 Feet along the West Right of Way line of Lehner Road to the North East Corner of Lot 31 of Lehner's Plat No. 3; Thence S89°54'56"W, 201.31 Feet along the North line of said Lot 31 of Lehner's Plat No. 3 to the North West Corner of said Lot 31 of Lehner's Plat No. 3; Thence S00°12'14"E, 693.77 Feet along the West Line of Lehner's Plat No. 3 to the South West Corner of Lehner's Plat No. 3 also known as the North West Corner of Lehner's Plat No. 1; Thence S00°15'33"E, 553.15 Feet along the West line of Lehner's Plat No. 1 to a point on the South Line of the NW¼ of said Section 28; Thence N89°29'33"W, 834.82 Feet along the South Line of the NW¼ of said Section to the Point of Beginning.

Said Parcel of Land Contains 42.75 Acres (1,862,113 Square Feet) More or Less Including Brue Road Right of Way and 42.12 Acres (1,834,565 Square Feet) More or Less Excluding Brue Road Right of Way

That such plat is a correct representation of all of the exterior boundaries of the land surveyed and the subdivision thereof made.

That I have fully complied with the provisions of Chapter 236 of the Wisconsin Statutes and the subdivision regulations of the Town of Dodgeville, City of Dodgeville and Iowa County Wisconsin, in surveying, dividing, and mapping the same.

Dated this 2nd day of November, 2021.

Greg A. Jewell
Greg A. Jewell, PLS No. S-1898



RECORDED
Dodgeville, WI 53533

DEC 28 2021

3:00 O'CLOCK P.M.
Taylor J. Campbell
Iowa County Register of Deeds