

# Washington Title & Guaranty Company

Continuing the business of: Day  
Abstract Company  
Bordwell Abstracts and  
Washington County Abstract  
Company™

To: John N. Wehr  
Wehr Law Firm  
116 E. Washington St. PO Box 245  
Sigourney, IA 52591  
Email: john@johnwehrlaw.com; cassie@johnwehrlaw.com

**TC 79,965**  
**LIMITED LIEN SEARCH**  
CURRENT OWNER ONLY  
Washington County, Iowa

Titleholder: Louis Allen Miksch

Location/Property Address: 285th St., Washington, IA 52353

## 1. REAL ESTATE DESCRIPTION:

The East Half (E½) of the Northwest Quarter (NW¼) in Section Three (3), Township Seventy-four (74) North, Range Seven (7) West of the Fifth (5th) Principal Meridian; EXCEPT the following four Tracts: a tract of land 28 rods North and South by 9 rods East and West in the Northeast Corner of the E½ of the NW¼ of Section 3; a tract described as commencing at the Southeast corner of the Southeast Quarter (SE¼) of the NW¼ of said Section 3, thence S89°43'W 305.83 feet, thence N5°49'E 272.45 feet, thence N21°51'W 71.20 feet, thence N7°35'E 362.07 feet, thence N5°34'E 470.52 feet, thence N5°42'W 385.26 feet, thence N0°11'W 253.56 feet, thence N50°00'E 326.49 feet, thence S0°00'W 2009.76 feet to the point of beginning; a tract described as commencing at the Southeast corner of the NW¼ of said Section 3, thence N90°00'W along the South line of said NW¼ 1308.81 feet to the point of beginning, thence N90°00'W 20.00 feet, thence N00°36'02"E along the West line of the E½ of the NW¼ of Section 3, 2008.12 feet to an iron pipe, thence N73°13'17"E 290.32 feet to an iron pipe, thence S15°55'12"E 227.98 feet to an iron pipe, thence S26°39'09"W 117.71 feet to an iron pipe, thence S73°49'48"W 282.19 feet to an iron pipe, thence S00°36'02"W 1768.89 feet to the point of beginning; Auditor's Parcel C, in the SE¼ of the NW¼ of said Section 3, as shown in Plat Book 27, Page 356;

All that part of the Southeast Quarter (SE¼) of the Southwest Quarter (SW¼) of Section Thirty-four (34), Township Seventy-five (75) North, Range Seven (7) West of the Fifth (5th) Principal Meridian lying South of the Chicago, Rock Island and Pacific Railroad as presently located over and across said tract;

All in Washington County, Iowa.

Pursuant to your request, we have made a search of the public records in the Courthouse in Washington County, Iowa, regarding the real estate description stated above, from May 9, 1997 (date of filing of WARRANTY DEED) to May 29, 2026, at 8:00 a.m., and we certify that the most recent deed of record shows the following:

## 2. Mary E. Hohl, single

to

Louis Allen Miksch

## WARRANTY DEED

Book 251, Page 247

Dated: May 2, 1997

Filed: May 9, 1997

Consideration: \$1.00 & ovc

Transfer Tax: \$89.60

Conveys: The East Half (E½) of the Northwest

Quarter (NW¼) of Section Number Three, (3) in Township Number (74), North, Range Seven (7) West of the Fifth Principal Meridian; EXCEPTING THEREFROM a tract of land 28 rods North and South by 9 rods East and west in the Northeast Corner thereof; also EXCEPTING THEREFROM a tract described as commencing at the Southeast corner of the SE1H of the NW¼ of said Section 3, thence S89°43'W 305.83 feet, thence N5°49'E 272.45 feet, thence N21°51'W 71.20 feet, thence N7°35'E 362.07 feet, thence N5°34'E 470.52 feet, thence N5°42'W 385.26 feet, thence N0°11'W 253.56 feet, thence N50°00'E 326.49 feet, thence S0°00'W 2009.76 feet to the point of beginning and containing 11.17 acres; and EXCEPTING

THEREFROM a tract described as commencing at the Southeast corner of the NW¼ of said Section 3, thence N90°00'W along the South line of said NW¼ 1308.81 feet to the point of beginning, thence N90°00'W 20.00 thence N00°36'02"E along the West line of the E½ of the NW¼ of Section 3 2008.12 feet to an iron pipe; thence N73°13'17"E 290.32 feet to an iron pipe; thence S15°55'12"E 227.98 feet to the an iron pipe; thence S26°39'09"W 117.71 feet to an iron pipe; thence S73°49'48"W 282.19 feet to an iron pipe; thence S00°36'02"W 1768.89 feet to the point of beginning, containing 3.146 acres, more or less; Also, all that part of the Southeast Quarter (SE¼) of the Southwest Quarter (SW¼) of Section Number Thirty Four (34), Township Seventy Five (75) North, Range Seven (7) West of the Fifth (5th) Principal Meridian lying South of the Chicago, Rock Island and Pacific Railroad as presently located over and across said tract; subject to easements of record; all in Washington County, Iowa.

and find the following:

3. William K. Robertson and Colleen M. Robertson,  
husband and wife; GRANTORS  
and  
Louis Allen Miksch; GRANTEE
- WELL AGREEMENT AND ACCESS EASEMENT  
Book No. 269, Page 333  
Dated: November 3, 1997  
Filed: November 6, 1997

Copy of Instrument attached.

4. Louis Allen Miksch, single  
to  
Washington County, Iowa
- EASEMENT OFR PUBLIC HIGHWAY  
Doc. No. 02-1215  
Book: 2002 Page: 1215  
Dated: February 26, 2002  
Filed: March 12, 2002  
Consideration: \$1.00 and ovc

Copy of Instrument attached.

5. Louis Allen Miksch, single  
to  
Washington County, Iowa
- EASEMENT FOR IMPOUNDMENT OF  
SURFACE RUNOFF  
Doc. No. 02-1216  
Book: 2002 Page: 1216  
Dated: February 26, 2002  
Filed: March 12, 2002  
Consideration: \$1.00 & og&vc

Copy of Instrument attached.

6. Iowa Department of Natural Resources, by Kelly M.  
Stone, P.E., Supervisor, Water Resources Section  
to  
Washington County, Iowa
- FLOOD PLAIN DEVELOPMENT PERMIT  
Doc. No. 02-2560  
Book: 2002 Page: 2560  
Dated: April 25, 2002  
Filed: May 22, 2002

Copy of Instrument attached.

7. Robert J. Bauer, Iowa License No. 8144, Affiant  
to  
The Public
- AFFIDAVIT OF LAND SURVEYOR  
Doc. No. 02-5477  
Book: 2002 Page: 5477  
SS: November 1, 2002  
Filed: November 5, 2002

Copy of Instrument attached.



8. The property under examination is subject to the laws, rules, regulations and zones imposed by the various governmental authorities having jurisdiction; and also subject to public highways. We do not search for nor do we report on easements or access to public roads. If we provide a street address with the property, we make no certification that the street address describes the real estate described in Entry 1 above.
9. Pursuant to the Dissolution of Marriage Statutes, Chapter 598 of the 1985 Code of Iowa, we make no examination thereunder until the Decree becomes a non-secret public record and we do not certify as to the status of any support liens which have come under the control of the collection services center established by 1987 Code of Iowa Section 252B.13.

Dated: May 29, 2026



Washington Title & Guaranty Company  
P.O. Box 108, Washington, IA 52353  
Email: [orders@washjngtontitle.org](mailto:orders@washjngtontitle.org)

A handwritten signature in blue ink, appearing to read "Brett Pierson", written over a horizontal line.

Brett Pierson, Abstractor

A handwritten signature in black ink, appearing to read "Richard S. Bordwell", written over a horizontal line.

Richard S. Bordwell, President

#1665 RECORDING FEE \$26.00

No. 1665 Fees \$ 26.00 Pa  
Washington Co., Iowa, SS. misc  
Filed for Record 11-6-97  
AT 12:00 PM 333  
Recorded in Book 269 Page       
CONNIE PERCE  
Register

BY Laura Christman DEPUTY

Prepared by Douglas L. Tindal, 305 West Main St., Suite A, Washington, IA 319-652-2159

### WELL AGREEMENT AND ACCESS EASEMENT

THIS AGREEMENT made this 3rd day of November, 1997, by William K. Robertson and Colleen M. Robertson, husband and wife, hereinafter referred to as Grantors, and Louis Allen Miksch, hereinafter referred to as Grantee:

1. **Introduction.** Grantors are the owners of the following-described real estate which adjoins Grantee's real estate:

See Exhibit "X" attached.

There is a well located at the south end of the easement described on Exhibit "X" and next to the county road.

Grantee is the owner of the following described real estate which adjoins Grantors' real estate:

See Exhibit "Y" attached.

2. **Agreement for Use of Water.** Therefore, Grantors, in consideration of Ninety-nine Dollars (\$99.00) and other valuable consideration, receipt of which is hereby acknowledged and subject to the conditions set forth in this instrument, do hereby grant, bargain, sell and convey to Grantee for a period of ninety-nine (99) years, the right to take water from the above-mentioned well for any and all domestic and agricultural purposes which Grantee may deem necessary for the full use and enjoyment of Grantee's tract of land described on Exhibit "Y" and to convey such water from the well to Grantee's above-described tract of land by pipe. HOWEVER, NO GUARANTEE EITHER EXPRESSED OR IMPLIED IS MADE BY GRANTOR FOR ANY CONTINUOUS AND ADEQUATE WATER SUPPLY.

3. **Easement.** Grantors hereby grant to Grantee, for the use and purpose of conveying such water, an easement on, in, over, across, and under a strip of land six (6) feet in width beginning at said well and extending in a northerly direction to Grantee's tract of land.

4. **Right to Enter.** Grantee, his heirs and assigns, shall have the right for a period of 99 years to enter on Grantors' tract of land at any time that Grantee may see fit to construct, maintain and repair the existing well, a pump and engine or other machinery, an enclosure for that machinery, and an above or below ground pipeline used, or to be used with said well, all for the purpose of conveying such water over, across, through and under Grantors' tract of land,

BOOK 269, PAGE 333

together with the right to excavate and refill ditches and trenches for the location of such pipeline, and the further right to remove trees, bushes, undergrowth and other obstructions interfering with the location, construction and maintenance of said machinery, enclosure and pipeline for the existing well.

5. **Maintenance and Repair.** Grantee agrees with Grantors, their heirs and assigns, that Grantee will repair and maintain in a proper, substantial and workmanlike manner, the above-mentioned well, machinery, enclosure, pipeline and easement, such that the operation and use thereof will not unnecessarily hinder or prevent the proper and reasonable use and enjoyment of Grantors' tract of land. Nothing included in this Agreement shall be interpreted to require Grantee to perform such repair and maintenance if the Grantee abandons the well in accordance with the terms of this Agreement.

6. **Expenses.** Grantee agrees with Grantors, their heirs and assigns, to be responsible for all expenses incurred in the operation, maintenance and repair of the well, machinery, the pump, the pipe and accessories, except as may expressly be provided elsewhere in this Agreement. Nothing included in this Agreement shall be interpreted to require the Grantee to bear said expenses if the Grantee abandons the well in accordance with the terms of this Agreement. It is specifically agreed by the parties hereto that the Grantee shall have the right to place a new well on the property which he owns, described on Exhibit "Y".

7. **Subsequent Useages.** Grantee, Grantors, and their tenants shall have the right to use water from the well. It is specifically agreed that if any subdivision or any type of housing development is created on the Grantee's land, that this well shall not be used to provide water for that subdivision.

8. **Liability Insurance.** Grantee shall maintain reasonable public liability and property damage insurance covering all liability imposed on Grantee by law on account of personal injury, death or damage to property through the operation of the well, machinery, pipe or other accessories. Nothing included in this Agreement shall be interpreted to require the Grantee to maintain such insurance if the Grantee has abandoned the well in accordance with the terms of this Agreement.

9. **Abandonment.** Upon Grantee's giving 30-days written notice of his intent to abandon to the Grantors, it is agreed by the parties hereto that the well ownership shall revert to the Grantors and the Grantee shall have no further use of the well, and this Well Agreement shall be terminated. In no event shall this Agreement be deemed terminated in less than thirty (30) days from the date Grantors receive such notice.

10. Easement and Rights to Run With Land. The easements and rights described herein are to, and shall run with the land and be binding upon all parties and their heirs and assigns, until October 1, 2096, on which date all rights herein shall expire.

Dated this 3rd day of November, 1997.

GRANTORS

[Signature]  
William K. Robertson

[Signature]  
Colleen M. Robertson

GRANTEE:

[Signature]  
Louis Allen Miksch

STATE OF IOWA, COUNTY OF WASHINGTON, ss.

Subscribed and sworn to before me by William K. Robertson and Colleen M. Robertson, husband and wife, this 3rd day of November, 1997.



[Signature]  
Notary Public in and for the  
State of Iowa

STATE OF IOWA, COUNTY OF WASHINGTON, ss.

Subscribed and sworn to before me by Louis Allen Miksch this 5th day of November, 1997.



[Signature]  
Notary Public in and for the  
State of Iowa

A tract of land located in the E $\frac{1}{2}$  NW $\frac{1}{4}$  of Section 3-74-7 more particularly described as follows: Commencing at the Southeast corner of the NW $\frac{1}{4}$  of Section 3, Twp. 74 North, Range 7 West of the 5<sup>th</sup> P.M., Washington County, Iowa; thence North 90°00' West along the south line of said NW $\frac{1}{4}$  a distance of 1308.81 feet to the point of beginning; thence North 90°00' West a distance of 20.00 feet; thence North 00°36'02" East along the west line of the E $\frac{1}{2}$  of said NW $\frac{1}{4}$  a distance of 2088.12 feet to an iron pipe; thence North 73°13'17" East a distance of 290.32 feet to an iron pipe; thence South 15°55'12" East a distance of 227.98 feet to an iron pipe; thence South 26°39'09" West a distance of 117.71 feet to an iron pipe; thence South 73°49'48" West a distance of 282.19 feet to an iron pipe; thence South 00°36'02" West a distance of 1768.89 feet to the point of beginning, containing 3.146 acres more or less of which approximately 0.015 acre is public highway right-of-way, subject to a perpetual easement over the 20 foot lane running north from the county road 1735.89 feet for ingress and egress to the land adjacent to the above-described real estate, said easement to be for the benefit of Grantors and their successors in interest.

Exhibit "X"-Robertson

The East Half of the Northwest Quarter NW $\frac{1}{4}$ ) of Section Number Three, (3) in Township Number (74) North, Range Seven (7) West of the Fifth Principal Meridian;

EXCEPTING THEREFROM a tract of land 28 rods North and South by 9 rods East and West in the Northeast Corner thereof; also

EXCEPTING THEREFROM a tract described as commencing at the Southeast corner of the SE $\frac{1}{4}$  of the NE $\frac{1}{4}$  of said Section 3, thence S89°-43'W 305.83 feet, thence N5°-49'E 272.45 feet, thence N21°-51'W 71.20 feet, thence N7°-35'E 362.07 feet, thence N5°-34'E 470.52 feet, thence N5°-42'W 385.26 feet, thence N0°-11'W 253.56 feet, thence N50°-00' E 326.49 feet, thence S0°-00'W 2009.76 feet to the point of beginning and containing 11.17 acres; and

EXCEPTING THEREFROM a tract described as commencing at the Southeast corner of the NW $\frac{1}{4}$  of said Section 3, thence North 90°00'W along the South line of said NW $\frac{1}{4}$  1308.81 feet to the point of beginning, thence North 90°00'W 20.00 feet, thence North 00°36'02"E along the west line of the E $\frac{1}{2}$  of said NW $\frac{1}{4}$  2088.12 feet to an iron pipe; thence N73°13'17"E 290.32 feet to an iron pipe; thence S15°55'12"E 227.98 feet to the an iron pipe; thence S26°39'09"W 117.71 feet to an iron pipe; thence S73°49'48"W 282.19 feet to an iron pipe; thence S00°36'02"W 1768.89 feet to the point of beginning, containing 3.146 acres more or less;

Also, all that part of the Southeast Quarter (SE $\frac{1}{4}$ ) of the Southwest Quarter (SW $\frac{1}{4}$ ) of Section Number Thirty Four (34), Township Seventy Five (75) North, Range Seven (7) West of the Fifth (5th) Principal Meridian lying South of the Chicago, Rock Island and Pacific Railroad as presently located over and across said tract;

all in Washington County, Iowa.

Exhibit "Y"-Miksch

EASEMENT FOR PUBLIC HIGHWAY

ENTERED FOR TAXATION  
March 12 2002  
Plat Bk. 15-D  
Trans. Bk. 84-163  
Al Simmons  
Auditor's Clerk  
Washington County

DOC. NO 02-1215  
BOOK 2002 PAGE 1215  
FILED FOR RECORD LD

#2  
2002 MAR 12 PM 12:54  
DOMINIC P. DE. RECORDLER  
WASHINGTON CO., IA, SS.  
FEE \$ no Fee

Preparer Information: Lyle J. Moen, 210 West Main Street, Washington, IA 52353 (319) 653-7731

KNOW ALL MEN BY THESE PRESENTS

That Louis Allen Miksch, single, in consideration of the sum of One and no/100ths (\$1.00) Dollars in hand paid by Washington County, Iowa, do hereby sell and convey unto the said Washington County, for road purposes and for use as a Public Highway, the following described premises situated in the County of Washington, State of Iowa, to wit:

Commencing at a point 20.00 feet East of the SW Corner of the SE Quarter of the NW Quarter Section 3 Township 74 North Range 7 West of the 5<sup>th</sup> P.M., Washington County, Iowa: Thence N 0°-00'-00" W 75.00 feet, Thence N 90°-00'-00" E 130.01 feet, Thence N 0°-00'-00" W 75.00 feet, Thence N 90°-00'-00" E 874.47 feet, Thence S 5°-49'-00" W 150.78 feet, Thence S 90°-00'-00" W 989.20 feet to the point of beginning and containing 2.46 acres exclusive of the present established highway right-of-way. The South line of the SE Quarter of the NW Quarter of the Section 3 Township 74 North Range 7 West of the 5<sup>th</sup> P.M., Washington County, Iowa, being considered as bearing due East and West.

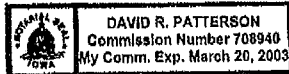
and they hereby covenant with the said Washington County that they lawfully seized of said premises; that they are free from encumbrance that they have good and lawful authority to sell and convey the same, and they do hereby covenant to warrant and defend the said premises against the lawful claims of all persons whomsoever and the said hereby relinquishes their right of dower in and to the premises hereinbefore conveyed.

Signed this Tue day of Feb, 2002.

Louis Allen Miksch  
Louis Allen Miksch

STATE OF IOWA, Washington County, ss.

On this 26 day of Feb, 2002, before me DAVID R. PATTERSON a Notary Public in and for said County, personally appeared Louis Allen Miksch to me known to be the person (s) named in and who executed the foregoing instrument, and acknowledged that HE executed the same as his voluntary act and deed.



David R. Patterson  
Notary Public in and for said County

STATE OF IOWA, Washington County, ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me \_\_\_\_\_ a Notary Public in and for said County, personally appeared \_\_\_\_\_ to me known to be the person (s) named in and who executed the foregoing instrument, and acknowledged that \_\_\_\_\_ executed the same as \_\_\_\_\_ voluntary act and deed.

\_\_\_\_\_  
Notary Public in and for said County

2

**RESOLUTION NO. 02-19**  
**PUBLIC HIGHWAY and IMPOUNDMENT OF SURFACE RUNOFF EASEMENTS**

[For real estate located in Sec. 3-74N-7W]

BE IT RESOLVED by the Board of Supervisors of Washington County, Iowa that a Permanent Easement for a Public Highway in Marion Township (3-74N-7W) dated February 26<sup>th</sup>, 2002, from:

Louis Allen Miksch, single

to Washington County, Iowa, be accepted and approved and that the alteration in the public highway be established as described in said Easement. Property in above- mentioned easement is described as:

Commencing at a point 20.00 feet East of the SW Corner of the SE Quarter of the NW Quarter Section 3 Township 74 North Range 7 West of the 5th P.M., Washington County, Iowa: Thence N 0°-00'-00" W 75.00 feet, Thence N 90°-00'-00" E 130.01 feet, Thence N 0°-00'-00" W 75.00 feet, Thence N 90°-00'-00" E 874.47 feet, Thence S 5°-49'-00" W 150.78 feet, Thence S 90°-00'-00" W 989.20 feet to the point of beginning and containing 2.46 acres exclusive of the present established highway right-of-way. The South line of the SE Quarter of the NW Quarter of the Section 3 Township 74 North Range 7 West of the 5th P.M., Washington County, Iowa, being considered as bearing due East and West.

BE IT ALSO RESOLVED by the Board of Supervisors of Washington County, Iowa that a Permanent Easement for Impoundment of Surface Runoff in Marion Township (3-74N-7W) dated February 26<sup>th</sup>, 2002, from:


Louis Allen Miksch, single

to Washington County, Iowa, be accepted and approved and that the impoundment be established as described in said Easement. Property in above-mentioned easement is described as:

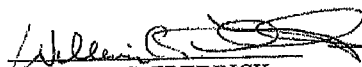
Impoundment located in the SE1/4 of the NE1/4 of Section 3 Township 74 North Range 7 West of the 5<sup>th</sup> P.M., Washington County, Iowa. Permanent storage to elevation 675.0 24.0 permanent pond acres +/-, and temporary storage as required.

Adopted this 26<sup>th</sup> day of FEBRUARY, 2002.

AYE - DELONG, DEWING, STANT  
NAY - NONE

  
LARRY DELONG  
Chair, Board of Supervisors

Attest:

  
WILLIAM C. FREDRICK  
County Auditor

EASEMENT FOR IMPOUNDMENT OF SURFACE RUNOFF

DOC. NO. 02-1216  
BOOK 2002 PAGE 1216  
FILED FOR RECORD #1 misc

2002 MAR 12 PM 12:55

CONNIE FENCE, RECORDER  
WASHINGTON CO., IA, SS.  
FEE: No Fee

Washington County Engineer's Office, 210 West Main Street, Washington, IA 52353 (319) 653-7731

KNOW ALL MEN BY THESE PRESENTS:

That Louis Allen Miksch, single in consideration of the sum of One and no/100ths (\$1.00) Ddlars and other good and valuable considerations in hand paid by Washington County, Iowa, do hereby grant, bargain, sell, convey, and release unto the said Washington County, the Grantee, a permanent and perpetual easement in, over and upon the following described premises: Impoundment located in the SE1/4 of the NE1/4 of Section 3 Township 74 North Range 7 West of the 5th P.M., Washington County, Iowa. Permanent storage to elevation 675.0 24.0 permanent pond acres +/-, and temporary storage as required.

For the purpose of construction, operation, maintenance, and inspection of the above described works of improvement to be located on the above described land; for the flowage of any water in, over, upon or through such works of improvement; and for the permanent storage and temporary detention, either or both, of any waters that are impounded, stored, or detained by said works of improvement:

1. The rights and easements hereby granted shall cease and terminate at any time in the future when mutually agreed upon by the parties hereto or the above-described lands cease to be used for the purpose stated in this easement.
2. This easement includes the right of ingress and egress to the Grantee or its authorized agents at any time over and upon the above-described land of the Grantor(s) and any other land of the Grantor(s) adjoining land.
3. The Grantor(s) reserved the right to use said land or any part thereof, provided such use does not interfere with the full enjoyment by the Grantee of the easement herein conveyed.
4. The Grantor(s) shall be responsible for written notice to any present tenant or subsequent tenants, not now on the land or party to this easement, of the existence of this easement, and where a copy of the same may be located. (Recorded in the Washington County Recorders Office.)
5. The Grantor(s) shall protect all conservation improvements in accordance with acceptable conservation methods.
6. The Grantee is authorized to employ private contractors, the same to act as its agents and representatives enjoy its privileges hereunder, to construct or install the improvements covered by this easement, and to remove trees, fences culverts or any other installation as necessary for construction operations.

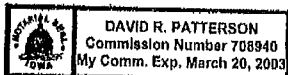
And we hereby covenant with said Washington County that we are lawfully sized of said premises: that they are free from encumbrance that we have good and lawful authority to sell and convey the same, and we do hereby covenant to warrant and defend the said premises against the lawful claims of all person whosoever and the said hereby relinquishes their right of down in and to said premises herein before conveyed.

Signed this Tue day of Feb 26, 2002.

Louis Allen Miksch  
Louis Allen Miksch

STATE OF IOWA, Washington County, ss.

On this 26th day of Feb, 2002, before me DAVID R. PATTERSON a Notary Public in and for said County, personally appeared Louis Allen Miksch to me known to be the person (s) named in and who executed the foregoing instrument, and acknowledged that HE executed the same as HIS voluntary act and deed.



David R. Patterson  
Notary Public in and for said County

STATE OF IOWA, Washington County, ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me \_\_\_\_\_ a Notary Public in and for said County, personally appeared \_\_\_\_\_ to me known to be the person (s) named in and who executed the foregoing instrument, and acknowledged that \_\_\_\_\_ executed the same as \_\_\_\_\_ voluntary act and deed.

\_\_\_\_\_  
Notary Public in and for said County

misc  
02-2560  
BOOK NO. 2002 PAGE 1560  
FILED FOR RECORD  
23  
2002 MAY 22 AM 10:06  
D.N.  
CUNNIE PERCE, RECORDER  
WASHINGTON CO., IA, SS.  
FEE \$ 16.00 Pd

Prepared by: Dave Allen, Iowa Department of Natural Resources, Wallace State Office Building,  
Des Moines, IA 50319 Phone: 515/281-6930

**IOWA DEPARTMENT OF NATURAL RESOURCES  
FLOOD PLAIN DEVELOPMENT PERMIT**

COUNTY OF POLK  
I HEREBY CERTIFY I AM THE OFFICIAL AND LAWFUL CUSTODIAN  
OF THE PUBLIC RECORDS MAINTAINED BY THE IOWA DEPARTMENT  
OF NATURAL RESOURCES AND THE FOREGOING DOCUMENT IS  
A TRUE AND ACCURATE PHOTOCOPY OF THE RECORD COPY  
MAINTAINED IN MY CUSTODY AS A PUBLIC RECORD OF THE  
DEPARTMENT IN THE ORDINARY COURSE OF ITS BUSINESS.

PERMIT NUMBER: FP 2002-122

PERMIT ISSUED TO: Washington County  
210 West Main Street  
Washington, IA 52353-1723

EXECUTED AT DES MOINES ON *Cecilia K. Olson* MAY 06 '02

PERMIT ISSUED BY: *Kelly M. Stone* DATE: 4/25/02  
Kelly M. Stone, P.E.  
Supervisor, Water Resources Section

PROJECT LOCATION: SE1/4, NW1/4 Section 3, T74N, R7W, Washington County, Iowa

PERMITTED ACTIVITY: In accordance with the approved engineering plans and subject to the following permit conditions, permittee is authorized to construct and maintain an earth embankment dam across an unnamed tributary to West Fork Crooked Creek at the above-described location.

BASIS FOR ISSUANCE: The decision to issue this permit was based on a staff review of the project with respect to relevant approval criteria contained in Chapter 72 of the Department's administrative rules (Agency 567, Iowa Administrative Code) and applicable provisions of Iowa Code Sections 455B.262, .264, .275 and .277.

**PERMIT CONDITIONS:**

1. **Disclaimer.** No legal or financial responsibility arising from the construction, operation or maintenance of the approved works shall attach to the state of Iowa or the Department due to issuance of this permit.
2. **Maintenance.** The permittee and any successor in real estate on which the permitted activity is located shall be responsible for proper maintenance. Such maintenance shall include keeping the embankment well vegetated, clear of trees and brush, and free of surface erosion; keeping the spillway clear of obstructions; and periodically inspecting the dam.
3. **Other Permits, Licenses and Regulations.** The permittee shall be responsible for complying with all other local, state and federal statutes, ordinances, rules and permit requirements applicable to the construction, operation and maintenance of the approved works.
4. **Revocation.** This permit may be revoked by the Department if construction is not completed within three years of the date of issuance. **BOOK 2002, PAGE 2560**

5. Change in Plans. This permit only authorizes construction in accordance with the approved plans. No changes shall be made without prior authorization from the Department.
6. Lands, Easements and Rights-of-Way. The permittee shall be responsible for obtaining all lands, easements or rights-of-way necessary for the construction and maintenance of the approved works.
7. Development around the Impoundment. A flood plain permit from this department is required for the construction of any house or building and associated fill adjacent to the impoundment below the top of dam elevation, 689.5 feet, NAD83.

**CERTIFICATION OF MAILING**

I hereby certify that I have this 26 day of April, 2007 mailed Flood Plain Development Permit No. FP 2002-122 to the permittee.

By Phyllis Austin

Reviewed By:  
Approved By:

SUMMARY OF ENGINEERING DATA  
(Dams and Impounding Structures)

Applicant: Washington County  
Address: 210 West Main Street, Washington, IA 52353-1723  
Phone: 319/653-7731  
Location: SE1/4, NW1/4 Section 3, T74N, R7W, Washington County  
Stream: Tr- West Fork Crooked Creek Basin No.: 50  
Name of Dam: Washington County Roadgrade Dam (3-74-7)  
Type and Purpose of Dam: Rolled Earth - Roadgrade Impoundment Structure  
Principal Spillway: Twin 8'X 5' RCB with R/C flume outlet  
Hazard Class: Low Structure Class: Non-major  
Nearest Downstream City: Coppock Miles to City: 14  
Drainage Area: 1280 acres  
Time of Concentration: 1.5 hours  
Designer: Robert J. Bauer - Washington County Engineer  
Water Permit No.: FP Permit No.: 2002-122

Storage:

Permanent Storage	(acre-feet)	137.
Total Storage to Emergency Spillway	(acre-feet)	N/A
Total Storage to Top of Dam	(acre-feet)	634.
Impoundment Area	(acres)	21.9.

Elevation Data:

Principal Spillway Crest*	675.0
Emergency Spillway Crest*	No emer. spillway
Top of Dam*	689.5
Downstream Toe of Dam*	653.2

Other Information:

Volume of Embankment	(cu. yds.)	Unknown
Length of Embankment	(feet)	825.
Emergency Spillway Width	(feet)	No emer. spillway
Low-Level Outlet Details		None
Embankment Core - Type and Position		Earth - Homogeneous
Foundation Material		Soil

Design Flood Hydrograph Routings:

		<u>Principal Spillway Hydrograph</u>		<u>Freeboard Hydrograph</u>
		24-hour		6-hour
Rainfall	(Inches)	5.4	9.8	7.5
RCN		83.	69.	83.
Runoff	(Inches)	3.54	5.92	5.50
Peak Runoff Rate	(cfs)	956.		2872.
Maximum Pool Elevation*		680.5		685.1
Peak Total Discharge	(cfs)	528.		987.

Type of Inspection: Aerial photo and topographic map.

Inspection Requirements: Departmental inspection as time and staffing allow.

\*(ft., NAD83)

DOC. NO. 02-5477 Aff  
BOOK 2002 PAGE 5477  
FILED FOR RECORD

2002 NOV -5 AM 11:38

CONNIE PENCE, RECORDER  
WASHINGTON CO., IA, SS.  
FEE \$ No Fee

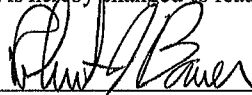
Prepared By: Robert J. Bauer  
Washington County, 210 West Main Street, Washington, IA 52353 Phone: (319) 653-7731

AFFIDAVIT OF LAND SURVEYOR

I, Robert J. Bauer, being duly sworn on oath depose and state:

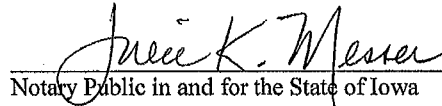
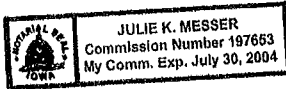
That I am a land surveyor licensed in the State of Iowa, that my license number is 8144, and that I prepared an Easement for Impoundment of Surface Runoff for Louis Allen Miksch, located in the Southeast Quarter of the Northwest Quarter of Section 3, Township 74, Range 7 West or the 5<sup>th</sup> P.M. in Washington County, Iowa, which is recorder in Book 2002 at page 1216 in the office of the Washington County Recorder.

A typographical error has been found in the description of the Easement of Impoundment. The Impoundment in the document was described as lying in the "SE1/4 of the NE1/4 of Section 3." It should have read, and is hereby changed to read "E1/2 of the NW1/4 of Section 3."



Robert J. Bauer  
Iowa License No. 8144

Subscribed and sworn to before me by said Robert J. Bauer this 1<sup>st</sup> day of November, 2002.

  
Notary Public in and for the State of Iowa

Index Legend

Location: Part of SE 1/4 NW 1/4 Section 3-74N-7W  
 Requestor: Alan Miksch  
 Proprietor: Miksch, Louis A.  
 Surveyor: Kevin Kipp  
 Company: K & K Surveying - 401 E. McKinley Street  
 Mount Pleasant, Ia. 52641 - Tel. (319) 385-9838  
 Return To: Kevin Kipp at above address

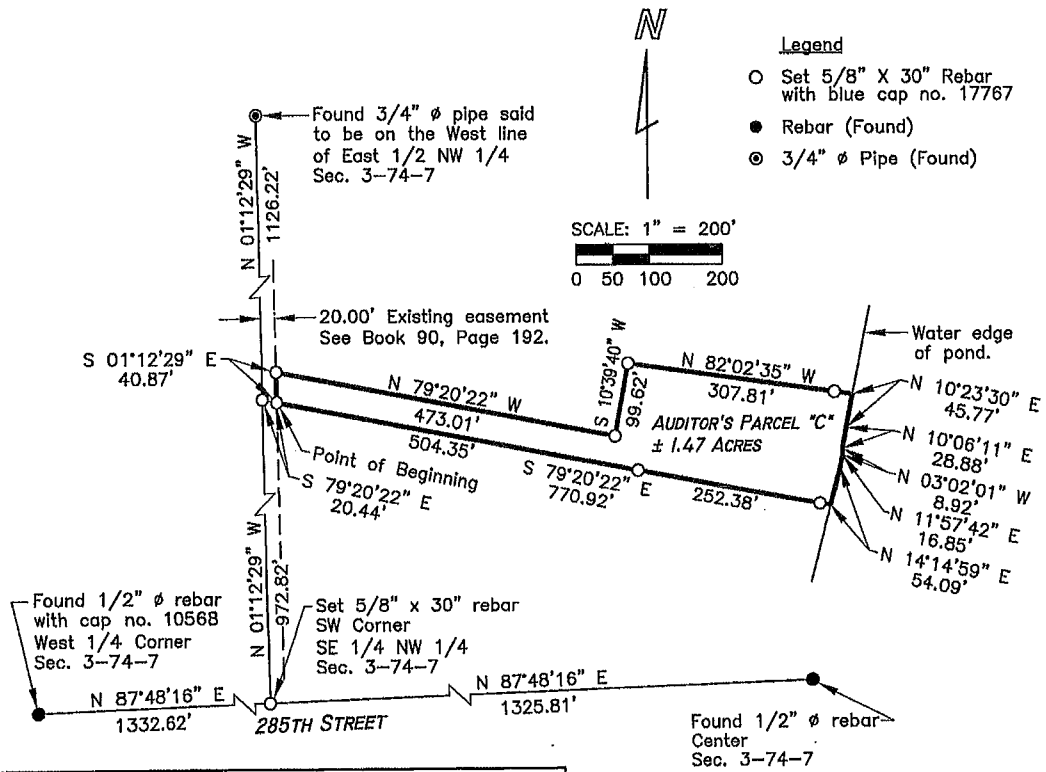
Washington County Iowa  
 Jo Greiner - Recorder  
 Instrument #2017-0449  
 02/10/2017 6:08:43 AM # Pages: 1  
 PLA PLAT & SURVEY  
 Total Fees: \$7.00

Book: 27 Page: 0356

**PLAT OF SURVEY**

Description: Auditor's Parcel "C" being a part of the Southeast Quarter of the Northwest Quarter of Section 3, Township 74 North, Range 7 West of the Fifth Principal Meridian in Washington County, Iowa and more particularly described as follows: Commencing at the Southwest Corner of the Southeast Quarter of the Northwest Quarter of said Section 3; thence North 01°12'29" West, a distance of 972.82 feet; thence South 79°20'22" East, a distance of 20.44 feet to the POINT OF BEGINNING; thence South 79°20'22" East, a distance of 770.92 feet; thence North 14°14'59" East, a distance of 54.09 feet, along the westerly edge of a pond; thence North 11°57'42" East, a distance of 16.85 feet, along the westerly edge of a pond; thence North 03°02'01" West, a distance of 8.92 feet, along the westerly edge of a pond; thence North 10°23'30" East, a distance of 45.77 feet, along the westerly edge of a pond; thence North 82°02'35" West, a distance of 307.81 feet; thence South 10°39'41" West, a distance of 99.62 feet; thence North 79°20'22" West, a distance of 473.01 feet; thence South 01°12'29" East, a distance of 40.87 feet to the POINT OF BEGINNING; said described tract containing 1.47 Acres, more or less. Auditor's Parcel "C" being subject to all restrictions and easements of record.

Surveyor Notes: The basis of bearing is G.P.S. derived using single point initialization.



Meets Subdivision Ordinance Requirements

*Kelly Duggall* Date 2-9-17

Washington County Subdivision Coordinator



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.

*Kevin J. Kipp* 2-6-17  
 Kevin J. Kipp, Date  
 License number 17767  
 My license renewal date is December 31, 2017  
 Pages or sheets covered by this seal: 1

Date of Survey:  
 1-30-2017

Sheet: 1 of 1

# LIMITED LIEN SEARCH INVOICE

*Washington Title*  
& Guaranty Company

PLEASE REMIT TO:  
P.O. Box 108  
Washington, IA 52353  
Telephone 319-863-9200  
Email: [orders@washingtontitle.org](mailto:orders@washingtontitle.org)  
ID #42-1169462

ORDERED BY:

John N. Wehr  
Wehr Law Firm  
116 E. Washington St. PO Box 245  
Sigourney, IA 52591

**INVOICE NO. 79,965**

May 29, 2026

**Titleholder(s): Louis Allen Miksch**

Preliminary TITLE CERTIFICATE for:

**\$165.00**

LEGAL DESCRIPTION (not for use on legal documents\*): The East Half (E½) of the Northwest Quarter (NW¼) in Township Seventy-four (74), North, Range Seven (7) West of the Fifth (5th) Principal Meridian; EXCEPT the following four Tracts: a tract of land 28 rods North and South by 9 rods East and West; a tract described as commencing at the Southeast corner of the Southeast Quarter (SE¼) of the NW¼ of said Section 3, thence S89°43'W 305.83 feet, thence N5°49'E 272.45 feet, thence N21°51'W 71.20 feet, thence N7°35'E 362.07 feet, thence N5°34'E 470.52 feet, thence N5°42'W 385.26 feet, thence N0°11'W 253.56 feet, thence N50°00'E 326.49 feet, thence S0°00'W 2009.76 feet to the point of beginning; a tract described as commencing at the Southeast corner of the NW¼ of said Section 3, thence N90°00'W along the South line of said NW¼ 1308.81 feet to the point of beginning, thence N90°00'W 20.00 feet to an iron pipe; thence S15°55'12"E 227.98 feet to the an iron pipe; thence S26°39'09"W 117.71 feet to an iron pipe, thence S73°49'48"W 282.19 feet to an iron pipe; thence S00°36'02"W 1768.89 feet to the point of beginning; Auditor's Parcel C, in the SE¼ of the NW¼ of said Section 3, as shown in Plat Book 27, Page 356; Also, all that part of the Southeast Quarter (SE¼) of the Southwest Quarter (SW¼) of Section Number Thirty Four (34), Township Seventy Five (75) North, Range Seven (7) West of the Fifth (5th) Principal Meridian lying South of the Chicago, Rock Island and Pacific Railroad as presently located over and across said tract; All in Washington County, Iowa.

\*Washington Title will provide a Microsoft Word or Plain Text version of the Abstract/Title Search Legal Description free of charge for 90 days post certification.

Location/Property Address: 285th St., Washington, IA 52353

**TOTAL AMOUNT DUE:**

**\$165.00**

***Please return a copy of this statement with your payment.***



TC with Invoice delivered to: [john@johnwehrlaw.com](mailto:john@johnwehrlaw.com);  
[cassie@johnwehrlaw.com](mailto:cassie@johnwehrlaw.com)

**THANK YOU FOR YOUR BUSINESS**

ABSTRACTS OF TITLE IN KEOKUK AND WASHINGTON COUNTIES  
MEMBER IOWA LAND TITLE ASSOCIATION AND AMERICAN LAND TITLE ASSOCIATION  
Continuing the business of DAY ABSTRACT COMPANY, BORDWELL ABSTRACTS,  
and WASHINGTON COUNTY ABSTRACT COMPANY™