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LISA SMITH, COUNTY RECORDER  
MADISON COUNTY IOWA

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**PARTY WALL AGREEMENT  
Recorder's Cover Sheet**

**Preparer Information:**

David C. Pulliam, 4201 Westown Parkway, Suite 250, West Des Moines, IA 50266 (515) 283-1801 (LIN100364)

**Return Document To:** Joanne K. Winslow, 916 W. Filmore Street, Winterset, IA 50273

**Grantors:** Joanne K. Winslow and Sandra L. Porter

**Grantees:** Joanne K. Winslow and Sandra L. Porter

**Legal Description:** See Page 2

## **PARTY WALL AGREEMENT**

**COME NOW**, Joanne K. Winslow (hereinafter "Winslow"), being the owners of the following real property in Madison County, Iowa, to wit:

**Lot 10A of Corkrean & Watts Addition Plat No. 5, an Addition to the City of Winterset, Madison County, Iowa,**



**AND** Sandra L. Porter (hereinafter "Porter"), who owns the following described real property in Madison County, Iowa, to wit:

**Lot 10B of Corkrean & Watts Addition Plat No. 5, an Addition to the City of Winterset, Madison County, Iowa,**

and that whereas, Winslow and Porter own two parcels each sharing a common wall of the two residences erected on these two properties, and therefore, in consideration of the mutual promises and covenants made herein, the Winslow and Porter, their heirs, executors, and assigns, covenant and agree that the Winslow and Porter, their heirs, executors, assigns, and successors in interest, shall by this mutual agreement agree to use the common wall as a party wall and each may use said wall for the benefit of the respective property.

The parties hereto do further mutually agree that shall it hereafter become necessary or desirable to repair or rebuild the whole or any portion of said party wall, except for repairs of a cosmetic or minor nature, the expense of such repairing or rebuilding shall be born equally by the parties hereto, their heirs, successors or assigns as to so much and such a portion of said party wall as the parties hereto, their heirs, successors or assigns, shall or may at the time of rebuilding or repairing be using in common, and that whenever said party wall or such a portion thereof shall be rebuilt or substantially repaired, it shall be erected on the same spot and on the same line and be of the same size, and of the same or similar material, and of like quality with the present wall.

It is further agreed that in the case of damage or destruction of said wall and any extension thereof, including the foundation, either party, their heirs and assigns, shall have the right to repair or rebuild the said wall, and said extension, and the other party shall have a similar right, and that said repairs or replacements shall be mutually agreed to, provided that if mutual agreement cannot be reached, either party, their successors or assigns, may, upon thirty (30) days notice, request non-binding arbitration by an Arbitrator of mutual choosing, in the event an Arbitrator cannot be mutually agreed to then each party shall select one Arbitrator and the two thus selected shall choose a third. Cost of the Arbitration shall be split by the parties hereto, for themselves, their successors, heirs, and assigns, do covenant each with the other that the agreements contained herein shall be covenants running with the lands and that the rights, duties, and obligations set forth herein of each party and those claiming under or through them shall cease with the termination of his or her ownership interests of said respective parcels of land, except for the duties and obligations growing out of any use and enjoyment of the properties during ownership.

In the event of destruction of the party wall due to intentional conduct or negligence of a party hereto, then said responsible party shall bear the entire cost of repair or renovation of said wall, any language herein notwithstanding.

Sandra L. Porter  
Sandra L. Porter

STATE OF Iowa )  
COUNTY OF Madison )ss.

On this 18 day of February, 2021, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Sandra L. Porter, to me known to be the person named in and who executed the foregoing instrument, and acknowledge that she executed the same as her voluntary act and deed.

Deborah L. Shafer  
NOTARY PUBLIC - STATE OF Iowa



