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LISA SMITH, COUNTY RECORDER
MADISON COUNTY IOWA

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

Preparer Information: Jerrold B. Oliver, 101 1/2 W. Jefferson, Winterset, IA 50273, Phone:
(515) 462-3731

Taxpayer Information: Montross Properties, LLC, PO Box 31, Winterset, IA 50273

✓ **Return Address:** Jerrold B. Oliver, 101 1/2 W. Jefferson, Winterset, IA 50273

Grantors: See Page 2

Grantees: See Page 2

Legal Description: See Page 2

Document or instrument number if applicable:

PARTY WALL AGREEMENT

This Agreement, entered into by Montross Properties LLC.

WHEREAS, Montross Properties LLC is the owner of Lot 4, Block 18 of the Original Town of Winterset, Madison County, Iowa, containing the following two parcels:

Parcel X located in Lot 4, Block 18 of the Original Town of Winterset, Madison County, Iowa, as shown in the Plat of Survey recorded in Book 2017 Page 2314 of the Recorder's Office of Madison County, Iowa.

Lot 4, Block 18 of the Original Town of Winterset, Madison County, Iowa, except said Parcel X described above.

WHEREAS, both of the above described Parcels are separated by a "Party Wall".

NOW THEREFORE, Montross Properties LLC does hereby impose the following restrictions, which should be and are hereby impressed upon said Parcels and will henceforth run with the land:

1. "Party Wall" shall mean and refer to the dividing wall between each parcel described above. Any matters concerning a Party Wall which are not covered by the terms of this Agreement shall be governed by the general rules of law regarding party walls. Party Wall is a common structure for purposes of this Agreement.
2. The cost of maintaining the Party Wall and any shared roof shall be borne equally by the owners of the parcels on either side of said Party Wall.
3. In the event of damage or destruction or need for repairs to any Party Wall or shared roof if the roofline is joined ("Common Structure" herein) from any cause, other than the negligence of either party hereto, the owners of the parcel on either side of said Common Structure shall repair or rebuild said Common Structure. The cost of such repair or rebuilding shall be borne equally by the owners whose parcels adjoin said Common Structure. Each such owner shall have the right to the full use of said Common Structure so repaired or rebuilt. If either owner's negligence shall cause damage to or destruction of said Common Structure, such negligent party shall bear the entire cost of repair or reconstruction. If either party shall neglect or refuse to pay his share, or all of such costs in case of

negligence, the other party may have such Common Structure repaired or restored and shall be entitled to have a mechanic's lien on the parcel of the party so failing to pay, for the amount of such defaulting party's share of the repair or replacement costs together with interest at the maximum rate allowable. The party having such Common Structure repaired shall, in addition to the mechanic's lien, be entitled to recover attorney's fees and shall be entitled to all other remedies provided herein or by law.

4. Neither owner shall alter or change a Common Structure in any manner, non-structural interior decoration excepted, and such Common Structures shall remain in the same location as when originally erected. Each adjoining owner to said Common Structure shall have a perpetual easement in that part of the premises of the other on which said Common Structure is located, for the purposes of such Common Structure and any other additional area necessary to repair, replace, and maintain same.
5. Each owner shall keep all exterior walls of his parcel in good condition and repair at his sole cost and expense. No owner shall do or permit to be done any act or thing that would tend to depreciate the value of the building
6. Each owner shall maintain the roof over his parcel in good condition and in such manner so as not to damage the other portion of the building. Each owner shall share equally in the costs to repair or maintain the roof over the Party Wall due to normal wear or physical damage. If a roofline is joined and both roofs must be replaced, replacement will be co-ordinated between the owners.
7. An owner who, by his negligence, disinterest or willful act causes a Party Wall or roof to be exposed to the elements, shall bear the whole cost of furnishing the necessary protection against such elements and shall pay all damages resulting from such exposure. The cost of normal and timely weatherproofing and maintenance of the roof shall be in accordance with Paragraph 6.
8. In the event it shall be necessary for any owner to place this Agreement in the hands of an attorney for the enforcement of any of such owner's rights hereunder or for the recovery of any monies due to such owner hereunder, and if it is necessary to bring suit for the enforcement of such rights or such recovery, the prevailing party in such suit shall recover from the losing party all costs of court and reasonable attorney's fees, as determined by the court, in addition to any other relief or recovery awarded by the Court.

Enforcement of these restrictions shall be by proceeding at law or in equity against any person or persons violating or attempting to violate the same seeking either to restrain violation or to recover damages or both.

Invalidation of any one of these restrictions by judgement or court order shall in no wise effect any of the other provisions which remain in full force and effect.

Dated: 6/16/17, ~~20~~.

MONTROSS PROPERTIES LLC

Raye J. Zeigler
Raye J. Zeigler, Manager

THE STATE OF Missouri §

COUNTY OF St Louis §

This instrument was acknowledged before me on the 6-16-17 day of _____, 2017, by Raye J. Zeigler.

Mary M. Knyff
Notary Public - State of Missouri
Printed Name of Notary: Mary M. Knyff
My Commission Expires: _____



INDEX LEGEND

COUNTY: Madison
 PARCEL DESIGNATION: Parcel "X"
 SUBDIVISION NAME: Original Town of Winterset
 BLOCK: 18 LOT(S): 4
 SITE ADDRESS: 115 N 2nd Avenue
 CITY: Winterset
 PROPRIETOR: Montross Properties LLC
 REQUESTED BY: Mike Montross
 101 John Wayne, Winterset, Iowa
 515-238-2963
 SURVEYOR NAME: Vincent E. Piagentini

ABACI CONSULTING, INC.
CIVIL ENGINEERING - LAND SURVEYING
 101 NE CIRCLE DR., GRIMES, IOWA 50111, PH. (515)986-5048

THIS SPACE RESERVED FOR RECORDER'S OFFICE USE ONLY

PREPARED BY & RETURN TO: ABACI CONSULTING INC, 101 NE CIRCLE DR., GRIMES, IA 50111, PH.(515)986-5048

PLAT OF SURVEY
PARCEL "X" OF LOT 4 BLOCK 18
ORIGINAL TOWN OF WINTERSET

Legal Description - Parcel "X"

All that part of Lot 4 Block 18 of the Original Town of Winterset, Madison County, Iowa, more particularly described as follows:

Beginning at the Southwest corner of said Lot 4, being 0.45 feet East of the actual building corner, thence North 00°01'08" East, a distance of 55.39 feet, to a point between the walls of the two adjacent buildings; thence North 89°49'00" East, along the line between the walls, a distance of 45.97 feet; thence South 00°02'20" West, a distance of 55.68 feet; thence North 89°49'36" West, a distance of 45.95 feet to the Point of Beginning, and containing 2,552 square feet or 0.06 acres of land, more or less.

W Jefferson Avenue

