

Miscellaneous Record, No. 156, Woodbury County, Iowa

Docket No. 3387

Recording Fee, \$ 1.50

PARTY WALL AGREEMENT

The Northwestern Mutual Life Insurance Company

to

S. S. Kresge Company

Filed for record February 6th 1942

at 10:10 o'clock A.M.

C. H. Jandt, Recorder

F. A. Lynch, Deputy

S.R.E. No. C-16  
Pelletier

THIS AGREEMENT, Made on the 15th day of January, 1942, between The Northwestern Mutual Life Insurance Company, a Wisconsin corporation, first party, and S.S. Kresge Company, a Michigan corporation, second party, Witnesseth:

THAT WHEREAS, The First Party is the owner of Lot ten (10) in block sixteen (16), Sioux City East Addition, in the City of Sioux City, County of Woodbury and State of Iowa, and the second party is the owner of lot nine (9) in said block sixteen (16) and the building above the sixteen foot public alley lying between said lots nine (9) and ten (10), which said building constructed above the public alley is supported along its northerly side by foundations and wall situated entirely in and upon said lot Ten (10); and

WHEREAS, It is the understanding and desire of both parties hereto that the second party shall have rights in and to the use of said wall and its foundations.

NOW, THEREFORE, in consideration of the premises said parties have mutually covenanted and agreed as follows, to-wit:

1. That fee title to said wall standing on said lot ten (10) and along the southerly line thereof shall remain in the first party, subject only to the rights herein granted to said second party.

2. That so long as the present building over said sixteen foot public alley shall remain, the second party shall have the use of said wall for support and for closure, and shall maintain and keep in good weatherproof condition at its own expense so much of said wall as stands above the building on said lot ten (10) and the first party shall maintain at its expense the foundations and that part of the wall lying below the roof line of the building on said lot ten (10).

3. That in case the present building over said alley is destroyed or demolished and the second party within ninety (90) days from that time begins the construction of a new building over said alley, it may use the present wall or rebuild at its own expense said wall on the present foundations on lot ten (10), said wall to be built in accordance with good engineering practice, in a substantial and workmanlike manner and to conform in all respects to the laws regulating the construction of buildings in force at that time; the second party to cause the least possible inconvenience to the first party and to do whatever work may be necessary to leave the building on lot ten (10) in as good condition as before; such new wall to become the property of the first party with right of support and

THIS AGREEMENT, Made on the 15th day of January, 1942, between The Northwestern Mutual Life Insurance Company, a Wisconsin corporation, first party, and S.S. Kreege Company, a Michigan corporation, second party, Witnesseth:

THAT WHEREAS, The First Party is the owner of Lot ten (10) in Block sixteen (16), Sioux City East Addition, in the City of Sioux City, County of Woodbury and State of Iowa, and the second party is the owner of lot nine (9) in said block sixteen (16) and the building above the sixteen foot public alley lying between said lots nine (9) and ten (10), which said building constructed above the public alley is supported along its northerly side by foundations and wall situated entirely in and upon said lot Ten (10); and

WHEREAS, It is the understanding and desire of both parties hereto that the second party shall have rights in and to the use of said wall and its foundations.

NOW, THEREFORE, in consideration of the premises said parties have mutually covenanted and agreed as follows, to-wit:

1. That fee title to said wall standing on said lot ten (10) and along the southerly line thereof shall remain in the first party, subject only to the rights herein granted to said second party.

2. That so long as the present building over said sixteen foot public alley shall remain, the second party shall have the use of said wall for support and for closure, and shall maintain and keep in good weatherproof condition at its own expense so much of said wall as stands above the building on said lot ten (10) and the first party shall maintain at its expense the foundations and that part of the wall lying below the roof line of the building on said lot ten (10).

3. That in case the present building over said alley is destroyed or demolished and the second party within ninety (90) days from that time begins the construction of a new building over said alley, it may use the present wall or rebuild at its own expense said wall on the present foundations on lot ten (10), said wall to be built in accordance with good engineering practice, in a substantial and workmanlike manner and to conform in all respects to the laws regulating the construction of buildings in force at that time; the second party to cause the least possible inconvenience to the first party and to do whatever work may be necessary to leave the building on lot ten (10) in as good condition as before; such new wall to become the property of the first party with right of support and closure to the second party, with the provision that in case the first party shall raise the roof line of its building on lot ten (10) above the present height thereof, it shall pay the second party one-half of the then value of that part of the new wall so additionally used by first party; that the second party shall also have the right, under the provisions of this paragraph, to extend the height of the present wall or the rebuilt wall.

4. That said new wall or extended wall shall be maintained and kept in good weatherproof condition by the second party at its own expense, except as to that part below the roof line of the building on lot ten (10) and as to the excepted part, the second party shall pay one-half of the cost of maintenance.

138  
Miscellaneous Record, No. 156, Woodbury County, Iowa

Recording Fee, \$

Docket No.

5. That if the first party increases the height of the subject wall, the second party may make use of such addition for support and closure upon payment to the first party of one-half of the then value of that part of the added wall so used by the second party, and second party shall thereafter pay one-half of the cost of maintenance of such part.

6. That upon destruction or demolition of the present building over said alley or a new building erected in accordance with the provisions of paragraph numbered 3 above, all rights of the second party in and to the use of said wall on lot ten (10) shall cease and terminate and the second party shall promptly execute and record in the office of the recorder of Woodbury County, Iowa, a proper statement of abandonment and disclaimer of any further rights hereunder.

The parties hereto for themselves, their successors and assigns, do covenant with each other that the agreements herein contained shall be covenants running with the land, and that the duties and obligations hereunto of each party shall cease with the termination of its ownership in said respective parcels of land and buildings, except as to duties and obligations growing out of use made during ownership.

In Witness Whereof, the parties hereto have caused their respective corporate seals to be hereunto affixed and these presents to be executed in duplicate by their respective officers thereunto duly authorized, the day and year first above written.