

Town Lot Deed Record, No. 35

Daisie C. Smith
To
Lotus Lodge No. 48,
Knights of Pythias

#944

Fee \$ 3.80 *VGM*

Filed for record the 12 day of February
A. D. 1954 at 4:15 o'clock P. M.

Wilma M. Wade, Recorder

AGREEMENT FOR ALTERATION OF EASEMENT

THIS AGREEMENT made and entered into this 26 day of January, 1954, by and between Daisie C. Smith, a widow and unmarried, Party of the First Part, and Lotus Lodge No. 48, Knights of Pythias, Winterset, Iowa, Party of the Second Part, WITNESSETH:

WHEREAS, First Party is the present owner of the following described real estate, to-wit:

The East 42 feet of Lot Three (3), in Block Twenty-four (24) of the Original Town of Winterset, Madison County, Iowa, except the second story of the brick building now situated on the East one-third (1/3) of said Lot Three (3) with right of ingress and egress by way of a stairway in the building adjoining the East one-third (1/3) of said Lot Three (3) on the West side,

which is now owned and held by Party of the Second Part under and by virtue of a warranty deed dated November 28, 1911, and filed for record in the Office of the County Recorder of Madison County, Iowa, in Deed Record 11 at Page 524, and,

WHEREAS, Party of the First Part is desirous of making certain alterations in that part of the building now owned by said Party of the First Part necessitating the change in the location of the stairway leading to the second story now owned and occupied by Second Party.

NOW THEREFORE IT IS AGREED by and between the Parties hereto as follows, to-wit:

1. It is agreed between the Parties hereto that the present stairway be removed when new stairway and hallway are provided, that is to say: That a new stairway be constructed along the West side of the building of First Party on the West 20 feet of the East 42 feet of said Lot Three (3), at least 4 feet in width, with a landing or entrance way at the bottom thereof of sufficient depth to clear the door by at least 2 feet, said door to swing inward; said stairway to run in a straight southerly direction along the West side of said building to a landing 5 feet deep, the South side of which landing shall be approximately 34 feet 5 inches from the North edge of said building, and connecting with a hallway 5 feet wide with ceiling not less than 9 feet high extending East across the second story floor of said building and connecting with the present hallway approximately 12 feet 11 inches long North and South and 7 feet wide East and West on the East side of said second floor, which last described hallway shall at all times retain its present dimensions for the benefit of Second Party, except that its ceiling may be lowered to not less than 9 feet.

First Party hereby grants and conveys to Second Party an easement over, along and across said new stairway and landings and said 5-foot hallway and said 7-foot hallway for the purpose of ingress and egress to and from Second Party's said premises, and Second Party hereby accepts said grant of easement in and to said new stairway, landings and hallways, and releases and relinquishes all its rights in and to the stairway presently existing in the building of First Party on the West 20 feet of the East 42 feet of said Lot Three (3), consenting to the alteration or change in its original easement.

2. First Party agrees to construct said stairway and 5-foot hallway, furnishing said stairway with suitable hand rails on each side thereof, said stairway to be constructed with a landing midway in said stairs of such size as is consistent with the construction of said stairway to provide for the proper number of steps, said steps to be not more than 7 inches in height and the treads of said steps to be not less than 12 inches in depth. Said stairway and hallway to be properly lighted with switches available at suitable places at the foot of said stairway and entrance of Second Party's lodge hall. Second Party shall have the right to place at their own expense appropriate lettering or sign on the doorway at the street level indicating the location of the lodge, said door to be of such construction as will be consistent with the over all remodeling of the first story of said premises. The First Party

Town Lot Deed Record, No. 35

agrees to maintain said stairway and hallways in a state of good repair.

3. Second Party shall pay for the electricity for lighting said stairway and hallways provided that in the event First Party shall in the future remodel the upstairs of her building on the West 20 feet of the East 42 feet of said Lot Three (3) and either occupy the same herself or lease said premises to tenants, then and in that event First Party shall pay to Second Party one-half (1/2) of the estimated electric bill for the lighting of said stairway and hallways.

4. First Party agrees to furnish Second Party and does hereby grant to Second Party an easement for sewer, gas and water through the first story of the building of First Party located on the East one-third (1/3) of said Lot Three (3), and the right to maintain and repair and replace, when necessary, conduits for the same, and keep the same in operation, at the expense of Second Party; and First Party further agrees to provide at her expense the initial installation of the necessary sewer and water pipes connecting the same to the present facilities of Second Party, it being understood that First Party shall have the right to use all of the sewer and water pipe now located in Second Party's second story as may be salvaged in connection with the remodeling of said premises. It is further understood and agreed that Second Party shall provide and maintain its own meter for any utilities at such place as can be agreed upon between the Parties hereto.

5. It is further agreed that First Party shall provide Second Party with a rear exit or fire escape, with top landing from the second story occupied by Second Party on East one-third (1/3) of said Lot Three(3), such exit to be available at such South window of Second Party's lodge room as may be selected by Second Party and leading to the ground to the South, and may be connected with a similar exit leading from the South end of the second floor of First Party's building located on the West 20 feet of the East 42 feet of said Lot Three (3).

6. It is further agreed that the alterations contemplated by First Party shall in no way, except as is herein provided, alter, affect or diminish the right of Second Party nor shall said alteration in any way injure the second story belonging to Second Party or weaken the sustaining walls now supporting said second story, except that the wall located in the middle of the first story owned by First Party shall be removed and replaced with suitable pillars or supports.

7. It is further mutually agreed that in the event the roof or any part of the second story owned by Second Party becomes in a state of disrepair to the extent that the same endangers First Party's use and occupancy of the first story of said building and Second Party fails or neglects to repair or correct such defects that First Party shall have the right to make such necessary repairs to said roof or second story as may be necessary to protect First Party's property, at First Party's expense. It is further understood that in the event First Party permits the first story of the building located on the East one-third (1/3) of said Lot Three (3) to become in such a state of disrepair as to fail to provide necessary support to the second story owned by Second Party that Second Party shall have the right to enter the first story of said premises and make such repairs as may be necessary at their own expense. It being further agreed and understood that neither of the Parties shall have the right to make any repairs or alterations which in any way shall alter or diminish the then use or occupancy of either story by the owner thereof.

8. It is further agreed that First Party during the remodeling and alterations of First Party's premises shall provide Second Party with access to their lodge room, and that the alterations provided for in Paragraph Four hereof and the construction of said new stairway and hallway and rear exit shall be completed at a date no later than the date First Party's double front ground floor is ready for occupancy, after which First Party shall have a reasonable time in which to paint the hallways and paint or varnish the stairway.

Town Lot Deed Record, No. 35

9. It is further agreed that First Party shall pay all expense in connection with the alteration and change of easement provided herein, including all legal expense incident to the preparation and execution of all papers required.

10. It is further agreed and understood that in the event that the building located on the East one-third (1/3) of said Lot Three (3) should be destroyed by fire, lightning, wind or any other cause beyond the control of either of the Parties hereto and First Party, her heirs or assigns, plan to reconstruct a building substantially the same as the one now existing on said premises, that second party shall have the right to re construct the second story on said East one-third (1/3) of Lot Three (3) providing the Parties can mutually agree upon the nature of said building and the respective cost incident to said rebuilding which shall be borne by each of the Parties.

11. It is further agreed and understood that this agreement is intended in no way to increase or diminish the legal right or title of either of the Parties hereto, but is intended solely to provide for those items specifically referred to above.

(CORPORATE SEAL)

Daisie C. Smith
Daisie C. Smith, Party of the First Part.
LOTUS LODGE NO. 48, KNIGHTS OF PYTHIAS,
Party of the Second Part,
By Embree Jackson
By H. C. Foshier Trustees

STATE OF IOWA MADISON COUNTY) ss

On this 26th day of January, 1954, before me, the undersigned, a Notary Public in and for Madison County, Iowa, personally ^{appeared} Daisie C. Smith, to me known to be the identical person named in the above and foregoing instrument and acknowledges that she executed the same as her voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto signed my name and affixed my Notarial Seal the day and year last written.

(Notarial Seal)

Robert O. Frederick Notary Public
in and for Madison County, Iowa.

STATE OF IOWA MADISON COUNTY) ss

On this 26 day of January, 1954, before me the undersigned, a Notary Public in and for Madison County, Iowa, personally appeared Embree Jackson and H. C. Foshier, Trustees of Lotus Lodge No. 48, Knights of Pythias, Winterset, Iowa, a corporation which executed the above and foregoing instrument, who being known to me as the identical persons who signed the foregoing instrument and by me duly sworn, each for himself did say, that they are two of the Trustees of the above named corporation, that the seal of said corporation is affixed to said instrument and that said instrument was by them signed and sealed on behalf of said corporation by authority of its members and each of them acknowledged the execution of said instrument to be the voluntary act and deed of said corporation and by it and each of them voluntarily executed.

IN WITNESS WHEREOF, I have hereunto signed my name and affixed my Notarial Seal the day and year last written.

Esther Cochran Notary Public
in and for Madison County, Iowa.