



Document 2020 2633

Book 2020 Page 2633 Type 06 001 Pages 7

Date 7/23/2020 Time 11:31:01AM

Rec Amt \$37.00

INDX  
ANNO  
SCAN

LISA SMITH, COUNTY RECORDER  
MADISON COUNTY IOWA

CHEK

William C. Strong, AT0012393

Prepared by: William C. Strong, 210 NE Delaware Avenue, Suite 200, Ankeny, Iowa 50021; (515) 964-8777

✓ Return to: William C. Strong, 210 NE Delaware Ave., Ste. 200, Ankeny, IA 50021

**AMENDED ELECTRIC LINE RIGHT-OF-WAY EASEMENT**

WHEREAS, Corkrean Homes, Inc., an Iowa Corporation was the original owner and Grantor an Electric Line Right-of-Way Easement granted by Corkrean Homes, Inc. to Farmers Electric Cooperative, Inc., a Cooperative (hereinafter "Grantee"), recorded on July 26, 2004 in Book 2004, Page 3441 of the records of the Madison County Recorder's Office over the land more particularly described as follows:

**See Original Easement Description – Attached hereto as Exhibit A.**

(the "Easement").

WHEREAS, Douglas E. Hibbs and Aileen M. Chick own the property legally described as:

**Lot 20 of Bennett Farms Subdivision located in the North Half (1/2) of the Northeast Quarter (1/4) and in the Northeast Quarter (1/4) of the Northwest Quarter (1/4) of Section 11, Township 76 North, Range 28 West of the 5<sup>th</sup> P.M., Madison, County, Iowa.**

**AND**

**Lot Twenty-one (21) of Bennett Farms Subdivision located in the North Half (1/2) of the Northeast Quarter (1/4) and in the Northeast Quarter (1/4) of the Northwest Quarter (1/4) of Section (11) Township Seventy-six (76) North, Range Twenty-eight (28) West of the 5<sup>th</sup> P.M., Madison County, Iowa.**

WHEREAS, Douglas E. Hibbs and Aileen M. Chick are the Successor Grantors to Corkrean Homes, Inc.;

WHEREAS, Joseph J. McAreavy and Kristin E. McAreavy own the property legally described as:

**Lot Fifteen (15) of Bennett Farms Subdivision located in the North Half (1/2) of the Northeast Quarter (1/4) and in the Northeast Quarter (1/4) of the Northwest Quarter (1/4) of Section Eleven (11), Township Seventy-six (76) North, Range Twenty-eight (28) West of the 5<sup>th</sup> P.M., Madison County, Iowa.**

**WHEREAS**, Joseph J. McAreavy and Kristin E. McAreavy are the Successor Grantors to Corkrean Homes, Inc.; and

**WHEREAS**, the Successor Grantors, collectively, and the Grantee, desire to amend the terms of the Easement as follows:

**KNOW ALL PERSONS BY THESE PRESENTS** Successor Grantors and Grantee agree that the Easement shall be amended to specifically exclude and terminate any reference to Grantee receiving a right to establish, maintain, or utilize a private road right of way, and that the sole use of the Easement shall be for the laying of, construction of, maintaining of, operating of, and removal of an underground electric transmission or distribution line or lines, conduits, pedestals, or other appurtenances necessary in connection therewith, with the right to ingress and egress to and from said lands situated in the County of Madison and State of Iowa described as follows, to-wit:

**See Original Easement Description – Attached hereto as Exhibit A.**

The Successor Grantors and Grantee further covenant that the Successor Grantors, individually or collectively, may build a boundary line fence within the Easement, and that should said fence need to be removed, or otherwise altered, to maintain the appurtenance established in the Easement by Grantee that said Grantee shall be responsible for the costs for the same. The Successor Grantors and Grantee further acknowledge that the building of a pole barn by Douglas E. Hibbs and Aileen M. Chick, their successors, heirs, and assigns, within twenty-five (25) feet of the property line between Douglas E. Hibbs and Aileen M. Chick and Joseph J. McAreavy and Kristin E. McAreavy is expressly allowed, and that if any damage occurs to the building as a result of maintenance, use, or access to the easement area that Grantee shall be responsible for the costs to restore the building to its prior condition.

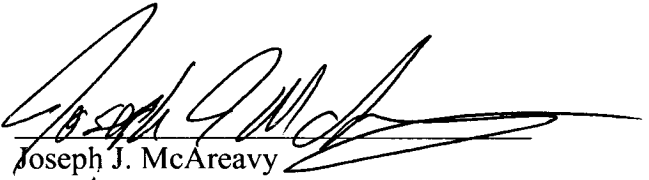
Successor Grantors do **HEREBY COVENANT** with the Grantee that (i) Successor Grantors hold said real estate described in this Easement by title in fee simple; (ii) that Successor Grantors have good and lawful authority to convey the same; and (iii) said Successor Grantors covenant to **WARRANT AND DEFEND** the said premises against the claims of all persons whomsoever.

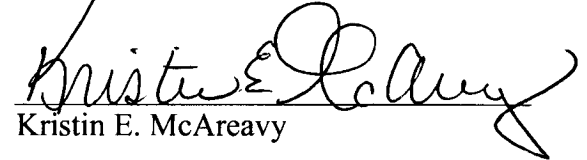
Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share, if any, in and to the interests conveyed by this Easement.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.



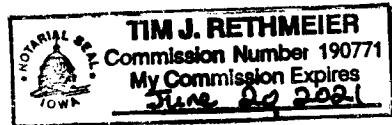
Signed this 11<sup>th</sup> day of July, 2020.

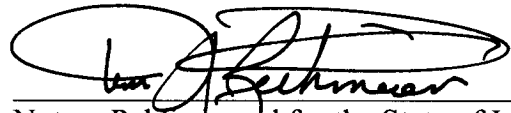
By:   
Joseph J. McAreavy

By:   
Kristin E. McAreavy

STATE OF IOWA            )  
  ) ss:  
COUNTY OF MADISON    )

On this 11<sup>th</sup> day of July, 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared Joseph J. McAreavy and Kristin E. McAreavy, executing the within and foregoing instrument as their voluntary act and deed.





Notary Public in and for the State of Iowa

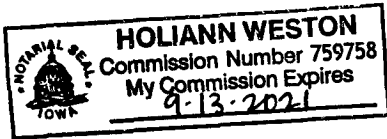
**ACCEPTANCE BY GRANTEE**

STATE OF IOWA )  
 ) ss:  
COUNTY OF MADISON )

I, Paul E. Paxton, authorized agent and Staking Technician for Farmers Electric Cooperative, Inc., do hereby certify that the within and foregoing Amendment to Easement was duly approved and accepted by Farmers Electric Cooperative Inc., and this certificate is made pursuant to the authority granted to me by Farmers Electric Cooperative Inc.

Signed this 18 day of June, 2020.

**Farmers Electric Cooperative, Inc.**



By: Paul Paxton  
Paul Paxton  
Staking Technician and  
Authorized Agent

STATE OF IOWA )  
 ) ss:  
COUNTY OF MADISON )

On this 18 day of June, 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared Paul Paxton as the Staking Technician and Authorized Agent of Farmers Electric Cooperative, Inc., who hereby affirms that his execution of the foregoing Amendment to Easement is pursuant to his authority, and that the execution of the same is the voluntary act and deed of Farmers Electric Cooperative, Inc.

Holiann Weston  
Notary Public in and for the State of Iowa

**EXHIBIT "A"**

