

Recorded: 12/4/2025 at 8:05:50.0 AM
County Recording Fee: \$27.00
Iowa E-Filing Fee: \$3.00
Combined Fee: \$30.00
Revenue Tax: \$0.00
Delaware County, Iowa
Daneen Schindler RECORDER
BK: 2025 PG: 3287

SUPPLEMENTAL EASEMENT AGREEMENT
Recorder's Cover Sheet

Preparer Information: (name, address and phone number)

Attorney Henry E. Nathanson, 615 2nd St SW, Cedar Rapids, IA 52404; Phone: 319-366-1000

(Cover sheet added by Jeffrey E. Hiatt/CWCR&H to make document recordable)

Taxpayer Information: (name and complete address)

Gregory A. McSweeney and Jennifer J. McSweeney, 725 Blairs Ferry Rd., Marion, IA 52302

Return Document To: (name and complete address)

Jeffrey E. Hiatt, 2080 Southpark Court, Dubuque, Iowa 52003; Phone: (563) 582-2926

Grantors: Gregory A. McSweeney and Jennifer J. McSweeney, Shelly M. Taylor-McVay and Joey G. McVay, Robert P. Flannagan, Dawn M. Ziemer.

Grantees: Gregory A. McSweeney and Jennifer J. McSweeney, RAD Investments LLC.

Legal Description: See Pages 2-3

Document or instrument number of previously recorded documents:

SUPPLEMENTAL EASEMENT AGREEMENT

COME NOW Shelly M. Taylor-McVay and Joey G. McVay, wife and husband, Robert P. Flanagan, a single person, Dawn M. Ziemer, a single person, Gregory A. McSweeney and Jennifer J. McSweeney, husband and wife, and RAD Investments LLC, agree as follows:

1. Gregory A. McSweeney and Jennifer J. McSweeney, husband and wife, own the following tract in Delaware County, Iowa, having taken title from Vaughn E. Ellison by warranty deed that was filed in the office of the Delaware County Recorder on March 9, 2017, in Book 2017 at Page 702:

That part of the Northeast Quarter (NE $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section Thirty (30), Township Eighty Eight (88) North, Range Four (4), West of the Fifth Principal Meridian, described as commencing at a point sixteen and six-tenths (16.6) feet west from the Northeast corner of said Northeast Quarter (NE $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$), and running thence South 19° 29' West three hundred seventy nine and four-tenths (379.4) feet, thence North 44° 40' West two hundred and five-tenths (200.5) feet, thence North 86° 5' West two hundred six and three-tenths (206.3) feet to the point of beginning, thence South 10° 41' East two hundred twenty (220) feet, thence South 86° 5' East one hundred fifty (150) feet, thence North 10° 41' West two hundred twenty (220) feet, thence North 86° 5' West one hundred fifty (150) feet to the point of beginning.

By virtue of the purchase, McSweenys became the successor grantees of an ingress and egress easement that was granted by Eldon J. Wilson and Velva M. Wilson to Vaughn E. Ellison and Michelle L. Ellison in a document that was filed on December 6, 1994, in the office of the Delaware County Recorder in Book 5 at Page 77 of the Miscellaneous records. That agreement granted a 16 foot wide easement along the south side of the existing fence line extending west from County Road X-31, described with specificity in paragraph 2 of the agreement. The agreement specified that the "agreement shall be binding upon the parties hereto and their respective heirs, successors and assigns and shall run with the land." An Amendment to Easement Agreement was filed in the office of the Delaware County Recorder on March 9, 2017, in Book 2017 at Page 703 to reaffirm with the McSweenys the existence of the easement and make it permanent. The McSweenys have signed a purchase agreement to sell the property to RAD Investments LLC. When the purchase is completed, that entity will become the successor grantee of the permanent easement.

2. Shelly M. Taylor-McVay and Joey G. McVay own the following tract in Delaware County, Iowa:

That part of the Northwest Quarter (NW $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of Section Twenty Nine (29), Township Eighty Eight (88) North, Range Four (4) West of the Fifth P.M. described as commencing at the Northwest corner of the said Northwest Quarter (NW $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$), thence East one hundred thirteen and four-tenths (113.4) feet along the North line of said Northwest Quarter (NW $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) to the point of beginning, thence South 22° 13' West two hundred three and six-tenths (203.6) feet, thence East

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two hundred forty three (243) feet, thence North one hundred eighty eight and five-tenths (188.5) feet, thence West one hundred sixty six (166) feet along the North line of said Northwest Quarter (NW $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) to the point of beginning. The North line of said Northwest Quarter (NW $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) is assumed to bear due East and West

3. Robert P. Flanagan owns the following tract in Delaware County, Iowa:

Lots One (1) and Three (3) of Flanagan Addition of the Southwest Quarter (SW $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$), Section Twenty-Nine (29), Township Eighty-Eight North (T88N), Range Four West (R4W) of the Fifth Principal Meridian, Delaware County, Iowa, according to the plat recorded in Book 2004, Page 2978, from the 29th day of June 2004, at 8:00 o'clock a.m. to the 6th day of August, 2004, at 8:00 o'clock a.m.

4. Dawn M. Ziemer owns the following tract in Delaware County, Iowa:

Lot Two (2) of Flanagan Addition of the Southwest Quarter (SW $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$), Section Twenty-Nine (29), Township Eighty-Eight North (T88N), Range Four West (R4W) of the Fifth Principal Meridian, Delaware County, Iowa, according to the plat recorded in Book 2004, Page 2978, from the 29th day of June 2004, at 8:00 o'clock a.m. to the 6th day of August, 2004, at 8:00 o'clock a.m.

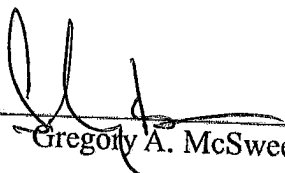
5. It has come to the attention of the parties that the easement for ingress and egress described in paragraph one may extend beyond the intended boundary of the fence line onto Section 29 and the properties listed above. The parties to this agreement listed above at paragraphs two, three, and four consent to the current encroachment onto their property of the currently existing easement road which is located approximately 15 feet to the north of the existing fence line for ingress and egress and further grant a perpetual easement for ingress and egress over, through and across the currently existing easement road, to the property described in paragraph one, with the understanding that it will not be enlarged without the express written consent of all the parties to this agreement and may not be replaced if it is removed, but cannot be removed, without the express written consent of all the parties to this agreement. This agreement shall be binding upon the parties hereto and their respective heirs, successors and assigns and shall run with the land.

6. The undersigned parties expressly reserve all rights, title, and interest in and to the land traversed by the easement described herein. The grant of this easement shall not be construed as a transfer of ownership, nor shall it be interpreted to diminish or waive any property rights held by the underlying landowners. This easement is granted solely for the limited purpose of non-exclusive ingress and egress and for no other rights unless specifically stated herein.

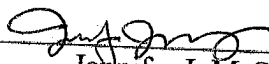
Responsibility for maintenance, repair, and snow removal of the roadway shall be borne proportionally by users of the easement in accordance with their actual usage, unless otherwise agreed in writing by all affected parties. It is noted that Shelly M. Taylor-McVay and Joey G. McVay will not be responsible for any maintenance on this roadway.

WTS

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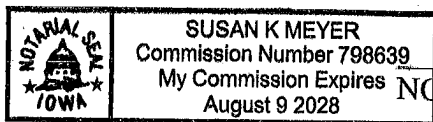
Gregory A. McSweeny



Jennifer J. McSweeny


STATE OF IOWA, COUNTY OF LINN:

This instrument was acknowledged before me on the 21 day of November, 2025, by Gregory A. McSweeny and Jennifer J. McSweeny, husband and wife.

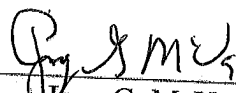




NOTARY PUBLIC IN AND FOR THE STATE OF IOWA



Shelly M. Taylor-McVay 11/18/25



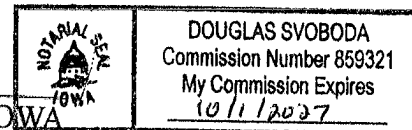
Joey G. McVay 11/18/25


STATE OF IOWA, COUNTY OF DELAWARE:

This instrument was acknowledged before me on the 18th day of November, 2025, by Shelly M. Taylor-McVay and Joey G. McVay, wife and husband.



NOTARY PUBLIC IN AND FOR THE STATE OF IOWA

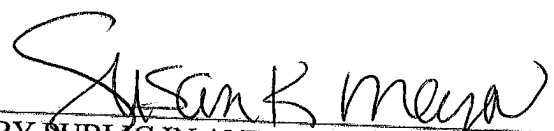




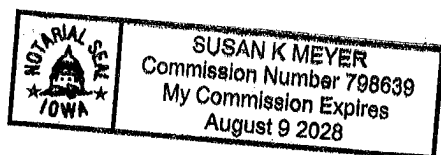
Robert P. Flanagan

STATE OF IOWA, COUNTY OF DELAWARE:


This instrument was acknowledged before me on the 21 day of November, 2025, by Robert P. Flanagan, a single person.



NOTARY PUBLIC IN AND FOR THE STATE OF IOWA



*Q's 11/2/25
SMTM*



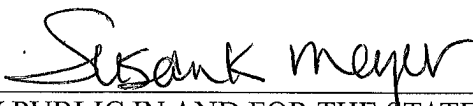
Dawn M. Ziemer

STATE OF IOWA, COUNTY OF DELAWARE:

This instrument was acknowledged before me on the 23 day of ~~September~~ ^{December}, 2025, by Dawn M. Ziemer, a single person.

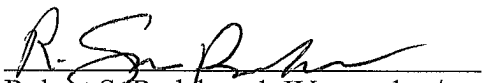


SUSAN K MEYER
Commission Number 798639
My Commission Expires August 9 2028



NOTARY PUBLIC IN AND FOR THE STATE OF IOWA

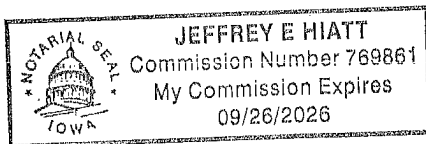
RAD Investments LLC by



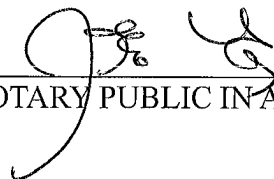
Robert S. Radabaugh IV, member/manager

STATE OF IOWA, COUNTY OF DUBUQUE:

This instrument was acknowledged before me on the 3rd day of ~~September~~ ^{December}, 2025, by Robert S. Radabaugh IV as member/manager of RAD Investments LLC.



JEFFREY E HIATT
Commission Number 769861
My Commission Expires 09/26/2026



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