Env. David K. Fry
3330 Nauvoo Little Rd
Marion, IA 52302

Book 2009 Page 4511

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DEBORAH L PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

PREPARED BY AND RETURN TO: Nicolas Abou-Assaly Simmons Perrine Moyer Bergman PLC
115 – 3rd St. S.E., Suite 1200,Cedar Rapids, IA 52401, (319) 366-7641

F-88-42

AGREEMENT

THIS AGREEMENT is made and entered into effective December 4, 2009, by and among David K. Fry ("David Fry") and Kenneth L. Fry as Trustee of Kenneth L. Fry Trust dated May 22, 1998 also known as the Kenneth Fry Revocable Trust ("Kenneth Fry Trust").

RECITALS

A. David Fry and Kenneth Fry Trust are each the owners of an undivided one-half interest in the following described real estate:

Lot 6 of Hartwick Lake Club West Second Subdivision, Delaware County, Iowa,

(the "Real Estate").

B. With the consent of David Fry, Kenneth Fry Trust constructed improvements on the Real Estate, consisting of a storage building (the "Garage").

C. The parties desire to confirm in writing their agreement as to the Garage, as more fully set forth below.

NOW, THEREFORE, for value received and in consideration of the premises and the mutual covenants and agreements contained in this Agreement, the parties agree as follows:

1. **Title to Garage**. The parties acknowledge and agree that the Garage was constructed by and at the sole expense of Kenneth Fry Trust and Kenneth Fry Trust is the sole owner of the Garage. David Fry does not claim any ownership interest in the Garage as of the date of this Agreement.

2. **David Fry's Use of Garage**. Kenneth Fry Trust agrees that so long as David Fry owns an interest in the Real Estate, David Fry shall have the right to use, without charge, a reasonable portion of the Garage for storage of personal property, as may be agreed to in advance between Kenneth Fry Trust and David Fry.



