

GRANT OF EASEMENT AND MAINTENANCE AGREEMENT

1-B-PC Cert

This Agreement made and entered into this day of April, 1985, by and between James G. Parrish and Elma S. Parrish, his wife, hereinafter referred to as "Parrish" and Kinder-Care Learning Centers, Inc., a Delaware Corporation, hereinafter referred to as "Kinder-Care".

WHEREAS, James G. Parrish and Elma S. Parrish, his wife, have entered into an agreement to sell to Kinder-Care a tract of ground being more particularly described as follows:

pt 02-095-0007

BEGINNING at a point which is North 89°57'24" West 1756.96 feet and North 0°21'21" East 165.00 feet from the Southeast Corner of Lot 1, Block "B" Big Creek Plat, Centerville Townsite Survey; thence North 0°21'21" East 150.00 feet; thence South 89°57'24" East 300.00 feet; thence South 0°21'21" West 150.00 feet; thence North 89°57'24" West 300.00 feet to the point of BEGINNING.

and;

WHEREAS, the parties hereto wish to establish an easement and right-of-way for private access, drive construction, use and maintenance for the non-exclusive benefit of Parrish over the following described land:

pt same

COMMENCING at a point which is North 0°21'21" East 290.00 and North 89°57'24" West 1756.96 feet from the Southeast Corner of Lot 1, Block "B" Big Creek Plat, Centerville Townsite Survey, and running thence South 89°57'24" East 300 feet; thence North 0°21'21" East 25 feet; thence North 89°57'24" West 300.0 feet; thence South 0°21'21" West 25 feet to the point of BEGINNING.

NOW THEREFORE, in consideration of the premises contained herein the parties hereto mutually agree to as follows:

- 1) Kinder-Care hereby grants to Parrish a non-exclusive perpetual easement and right-of-way over the above described parcel for ingress and egress.
- 2) Kinder-Care agrees to improve the West 125 feet of said right-of-way including but not limited to grading, road base, asphalt and surface drainage systems.
- 3) Both parties hereto agree to equally and jointly maintain said right-of-way and appurtenant improvements thereon in, neat, clean and attractive appearance, in good order and repair, in safe, sound condition, clean and free of rubbish, debris or other hazards to persons using the same. Such maintenance shall include care and replacement of all blacktop, curb and sidewalks, if any, sweeping and snow removal.
- 4) It is understood between the parties hereto that said easement is not to be deemed to be a dedication to the public use at this time. It is anticipated that at some time in the future it may be, in part or whole, become a dedicated road at which time such rights and obligations regarding maintenance shall cease.
- 5) Kinder-Care agrees to improving the approach to said right-of-way from 400 West Street; including the piping of a ditch located on the west of said property first described above.

RECORDED AT REQUEST OF
Richard J. Jelle
 1985 APR 12 PM 3:42
 CAROL DEAN PAGE
 DAVIS COUNTY RECORDER
 DEPUTY *22* FEE 6.50

BOOK 1030
 0699332
 PAGE 778
 EN PT AB

Richard J.

Executed this 12th day of April, 1985

James D. Parrish
James D. Parrish

Elma S. Parrish

Executed this _____ day of April, 1985

ATTEST

BY: Eddie O. Nabors
Eddie O. Nabors
Asst. Secretary

KINDER-CARE LEARNING CENTERS, INC.,
a Delaware Corporation

BY: Jack A. Hanchrow
V.P.

STATE OF UTAH)
)ss.
COUNTY OF DAVIS)

On the _____ day of April, 1985, personally appeared before me JAMES G. PARRISH
~~AND ELMA S. PARRISH~~, his wife, the signers of the above instrument, who duly
acknowledged to me that they executed the same.

James G. Parrish
Notary Public

Commission Expires: 2-29-88

Residing at: Centerville, Utah

STATE OF Ala.)
)ss.
COUNTY OF Montgomery)

On the 11th day of April, 1985, personally appeared before me
Jack A. Hanchrow and Eddie O. Nabors
who being by me duly sworn, did say, each for himself, that he, the said
Jack A. Hanchrow is the Vice president, and he, the said
Eddie O. Nabors is the Asst. secretary of
Kinder-Care Learning Centers, Inc. and that the foregoing instrument was signed
in behalf of said corporation by authority of a resolution of its board of
directors, and said Jack A. Hanchrow and
Eddie O. Nabors each duly acknowledge to me that said
corporation executed the same and that the seal affixed is the seal of the said
corporation.

Donna L. Rodgers
Notary Public

Commission Expires: 9/9/87

Residing at: Montgomery, Alabama

