

**GRANT OF EASEMENT FOR ACCESS TO STATE OF VERMONT**  
**AND**  
**NOTICE OF IMPOSITION OF INSTITUTIONAL CONTROLS**

WHEREAS, UniFirst Corporation ("UniFirst") is the owner in fee of a certain parcel of real property situated in Randolph, Vermont, with the buildings and improvements thereon, which is more particularly described in Schedule A (attached hereto and incorporated herein) as the "Protected Property" (hereinafter, the "Protected Property"); and

WHEREAS, UniFirst, pursuant to the terms of the Consent Decree entered March 24, 1997 in the Orange County Superior Court in the matter of In Re: UniFirst Corporation (No. SS: 840eC) (the "Consent Decree"), and the Management Plan referred to in the Consent Decree (the "Management Plan"), duly recorded in Book 123, Page 59-113 of the Town of Randolph Land Records, is obligated to provide the State of Vermont (the "State") with an easement for unrestricted access to the Protected Property so that the State may exercise its rights under, and monitor compliance with, the Consent Decree; and

WHEREAS, UniFirst, pursuant to the terms of the Consent Decree and the Management Plan, is required to use its best efforts to make arrangements for the imposition of certain institutional controls on those lands and areas of the Protected Property which are more particularly described in Schedule A as the "Restricted Area" (hereinafter, the "Restricted Area") to protect public health and the environment at and in the vicinity of the Protected Property. The Restricted Area shall include the delineated area as shown on the Overall Site Plan created by Little River Survey Company dated June 29, 1998, and incorporated by reference herein;

NOW, THEREFORE, UniFirst does freely grant unto the State an easement for access to the Protected Property and does hereby impose certain institutional controls on the Restricted Area, as more fully described below.

**I. GRANT OF EASEMENT FOR ACCESS TO STATE OF VERMONT ("Grant")**

UniFirst hereby grants to the State the right and easement to enter upon the Protected Property for the purpose of exercising its rights under and pursuant to, and to monitor compliance with, the Consent Decree. The rights, privileges, benefits and burdens as established by this easement shall run with the land, and the easement herein granted shall be perpetual. UniFirst hereby binds itself and its successors and assigns to warrant and forever defend the above-described easement and rights unto the State.

Neither the granting of the above-described easement nor any term or provision hereof shall be construed as or constitute evidence of an admission of any liability or wrongdoing by UniFirst.

**II. NOTICE OF IMPOSITION OF INSTITUTIONAL CONTROLS (“Notice”)**

**A. Permitted Uses**

The following uses and activities are permitted to occur on the Protected Property and the Restricted Area:

- 1.1. The existing single family residence, together with the existing outbuildings, may be renovated, including repair or replacement of the existing foundation and leach field, as long as the replacement foundation or leach field is similar or comparable to the existing one in both depth and area.
- 2.2. The uses of the structures on the Restricted Area as a single-family residence and veterinary office may be continued in the residence and outbuildings. Similar residential and commercial uses which do not constitute a substantial change in the intensity or kind of use also shall be permitted.
- 3.3. The shallow well used since 1981 as a drinking water supply may continue to be used for on-site purposes.
- 4.4. The structures on the Restricted Area may be demolished or removed, provided that such demolition or removal be carried out in a manner consistent with the remedial actions taken at the Protected Property, the Consent Decree, and the Management Plan.
- 5.5. Any other activities and/or uses not specifically prohibited by Section II.B. below shall be permitted on the Protected Property and the Restricted Area.

**B. Restricted Uses**

The following restrictions are hereby imposed upon the Protected Property:

- 6.1. Use of the former bedrock well and development of any new water supply wells on the Protected Property shall be prohibited.

The following restrictions are hereby imposed upon the Restricted Area:

- 7.1. Except as provided in Section II.A. above, no other residential, commercial, industrial, agricultural (including growing of crops or pasturing of animals) or mining activities shall be permitted, and no building, structure or appurtenant facility or improvement shall be constructed, created, installed, erected, modified or moved onto the Restricted Area.
- 8.2. No use of the Restricted Area shall be made or continued which is in any way inconsistent with the access easement set forth in Section I, or with the Consent Decree or any requirements of the court or the State pursuant thereto.

### **C. Miscellaneous Provisions**

- 9.1. Employees, agents or representatives of the State may make periodic inspections of any portion of the Protected Property for the purpose of determining compliance with the terms and conditions set forth in this Section II. In the event that the State becomes aware of any events or circumstances of non-compliance with the terms and conditions set forth herein Section II, the State shall give notice to UniFirst of such event or circumstance of non-compliance and may require corrective action sufficient to abate such event or circumstance of non-compliance and restore the Protected Property or the Restricted Area to its previous condition. In the event there has been an event or circumstance of non-compliance which is corrected through negotiation and voluntary compliance, UniFirst shall reimburse the State all reasonable costs, including attorneys' and consultants' fees, incurred in investigating the non-compliance and in securing its correction.
- 10.2. It is hereby agreed that the construction or modification of any buildings, structures or improvements, or any use of the land otherwise permitted under this Notice, shall be in accordance with all applicable ordinances, statutes and regulations of the Town of Randolph and the State.

### **III. MISCELLANEOUS PROVISIONS APPLICABLE TO GRANT AND NOTICE**

- 11.1. This Grant and Notice shall be incorporated either in full or by reference into all deeds, easements, mortgages, leases, licenses, occupancy agreements or any other instrument of transfer, whereby an interest in and/or a right to use the Protected Property or a portion thereof is conveyed, and such instrument of transfer shall indicate that the easement and restrictions herein are binding upon all successors in interest in the Protected Property in perpetuity.
- 12.1. UniFirst shall record this Grant and Notice in the Town of Randolph Land Records

within thirty (30) days after receiving written approval from the State of the terms herein.

13 3. If any court or other tribunal determines that any provision of this Grant and Notice is invalid or unenforceable, such provision shall be deemed to have been modified automatically to conform to the requirements for validity and enforceability as determined by such court or tribunal. In the event the provision invalidated is of such a nature that it cannot be so modified, the provision shall be deemed deleted from this document as though it had never been included herein. In either case, the remaining provisions of this Grant and Notice shall remain in force and effect.

14 4. It is expressly agreed that acceptance of this Grant and Notice by the State shall not operate to bar, diminish, or in any way affect any legal or equitable right of the State to issue any future order or take response action with respect to the Protected Property or in any way affect any other claim, action, suit, cause of action, or demand which the State may otherwise possess with respect thereto.

INVALIDATION of any provision hereof shall not affect any other provision of this Grant and Notice.

IN WITNESS WHEREOF, I set my hand and seal this \_\_\_\_ day of December, 1998.

Signed, sealed and delivered  
In the Presence Of:

UNIFIRST CORPORATION

\_\_\_\_\_

Before me this \_\_\_\_ day of December, 1998, \_\_\_\_\_ personally appeared and acknowledged this instrument, by him sealed and subscribed, to be his free act and deed.

\_\_\_\_\_  
Notary Public  
My Commission expires:

## SCHEDULE A

## DEFINITIONS

Protected Property:

Being a part of all and the same land and premises conveyed to UniFirst Corporation by Warranty Deed of John D. Bressett and Martha J. Bressett dated August 26, 1998 and of record in Book 127 at Page 182 of the Town of Randolph Land Records.

Being a parcel of land, with improvements thereon, located within a bound beginning at a point in the easterly right of way limits of Vermont Route #12 at its point of intersection with the northerly right of way limits of Howard Hill Road (Randolph Town Highway No. 24); thence proceeding in the easterly right of way limits of said Vermont Route 12 N 04° 35' 02" E a distance of 551.74 feet to its point of intersection with the Braintree - Randolph town line; thence turning to the right and proceeding S 83° 12' 07" E a distance of 107.43 feet along the line of lands now or formerly owned by Helen E. Bowen to an iron rod set in the ground; thence proceeding S 83° 07' 55" E a distance of 764.10 feet along the line of lands of Bowen, in part along an existing stone wall, to the easterly terminus thereof; thence turning to the right and proceeding S 06° 15' 15" W a distance of 282.73 feet, along an existing stonewall marking the boundary of lands now or formerly owned by Bowen, to an iron rod set in the ground; thence continuing on the last mentioned course of S 06° 15' 15" W a distance of 45.13 feet to Howard Hill Brook; thence turning to the right and proceeding westerly along said brook to a point therein that bears N 87° 27' 50" W a distance of 90.05 feet from the last mentioned point; thence continuing in a westerly direction along said brook to a point therein that bears N 70° 47' 20" W a distance of 78.50 feet from the last mentioned point; thence continuing in an easterly direction along said brook to a point therein that bears S 49° 05' 31" W a distance of 63.82 feet from the last mentioned point; thence continuing westerly along said brook to a point therein that bears S 80° 18' 54" W a distance of 107.91 feet from the last mentioned point; thence continuing westerly along said brook to a point therein that bears S 76° 06' 10" W a distance of 106.30 feet from the last mentioned point; thence continuing westerly along the centerline of said brook to a point therein that bears S 88° 12' 55" W a distance of 263.20 feet from the last mentioned point; thence continuing in a southwesterly direction along the centerline of said brook to its point of intersection with the northerly right of way limits of Randolph Town Highway No. 24, which point of intersection bears S 36° 32' 23" W a distance of 131.20 feet from the last mentioned point; thence turning to the right and proceeding in the northerly right of way limits of said Randolph Town Highway No. 24 N 75° 34' 51" W a distance of 116.47 feet to the point and place of beginning.

The above-described lands and premises are depicted on a plan entitled "Boundary Survey Land of John D. Bressett, Vermont Route 12 and Howard Hill Road, Randolph, Orange County, Vermont, dated June 29, 1998, Scale 1" = 50', prepared by Little River Survey Company, P. O. Box 1147, Stowe, VT 05672, and Designated Project No. 97514."

**SCHEDULE A — (con't)****DEFINITIONS*****Restricted Area:***

That part of the above-described Protected Property lying and situated westerly of the following described line: Beginning at a point in the stone wall which constitutes the common boundary between the lands herein described and lands located northerly and adjacent thereto now or formerly owned by Helen E. Bowen and described in a deed recorded in Book 48 at Page 485 of the Town of Randolph Land Records, which point of beginning bears N 03° 17' 21" E a distance of 3.47 feet from an iron rod denominated "L3" on the above-referenced plan; thence proceeding S 03° 17' 21" W a distance of 3.47 feet to said iron rod; thence continuing on the last mentioned course of S 03° 17' 21" W a distance of 357.68 feet to an iron rod denominated "L4" on the above-referenced plan; thence continuing on the last mentioned course of S 03° 17' 21" W a distance of 15.02 feet to the centerline of Howard Hill Brook. The Restricted Area is that part of the Protected Property identified as "restricted area" on the June 29, 1998 survey prepared by Little River Survey Company.

OCT 10 2001 002

UniFirst Corporation  
68 Jonspin Road  
Wilmington, Massachusetts 01887-1086  
Telephone (978) 658-8888  
Facsimile (978) 658-7869



October 5, 2001

Mr. Val Davis

3618 VT Rte 12 N

Randolph, Vermont 05060

Re: Deed Restrictions

Dear Val:

The Vermont Agency of Natural Resources has asked that we provide a reminder notice concerning the restrictions, incorporated into your lease agreement, on the keeping of "livestock" on the property. For purposes of implementing these restrictions, The ANR and UniFirst consider "livestock" to be animals raised for consumption, or for production of edible agricultural products, such as eggs and dairy products. "Livestock" was not intended to include pets or animals, such as horses, that are kept solely for companionship, riding, and other such uses.

Keeping livestock is allowed only on the property east of the restricted area (see the attached map). Any animals that are "livestock," as defined above, should be moved, permanently and immediately, to the portion of the property outside the restricted area. I appreciate your cooperation in ensuring compliance with the restrictions incorporated into your lease. Should you have any questions, please call.

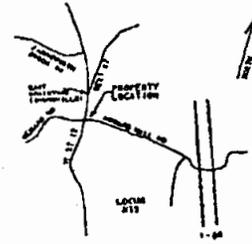
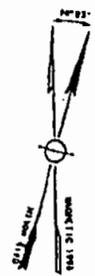
Sincerely,

Brian E. Keegan

Manager of Environmental Affairs

BK:hs

cc: Greg Bibler  
Mark Ollman



MAP OF HELEN E. BOWEN 484883

LINE	BEARING	DISTANCE
L. 1	N 77°24' 31" W	30.32'
L. 2	S 82°17' 21" W	3.44'
L. 3	S 63°17' 31" W	13.02'

1. Bearings are based on magnetic

2. Some of the old survey records may have errors and statements of record.

3. A field note does appear to provide access to the lower property crosses the northern boundary of this property.

4. It was found the record to a 60' wide strip of land on the north of the stream, but one (one) section (11) is not shown.

5. Since easements and encroachments are common and some may exist, no investigation was made for same, unless the holder of such state or local permitting.

6. The 8' wide strip of the public highway is shown 1.3 rods from the centerline of the traveled way.

7. Area is calculated by the standard north-south and approximate north-south.

8. The same shall be used for the north and east side.

9. The bearings are based on magnetic and are subject to change as the magnetic north varies with reference to the true north.

10. Town lines shown are based on limited information and should not be regarded as definitive.

RESTRICTED AREA

RESTRICTED AREA 2.7 ACRES

RESTRICTED AREA

- REFERENCES
1. DEED FROM JOHN L. BRESSETT TO JOHN S. BRESSETT DATED FEBRUARY 1, 1890 AND RECORDED IN BOOK 101, PAGE 124.
  2. DEED FROM JOHN S. BRESSETT TO JOHN AND CAROL BRESSETT DATED JULY 31, 1964 AND RECORDED IN BOOK 41, PAGE 403.
  3. DEED FROM JOHN S. BRESSETT TO JOHN BRESSETT DATED MAY 2, 1966 AND RECORDED IN BOOK 100, PAGE 362.
  4. MAP OF HELEN E. BOWEN, SIMON C. AND JULIA D. BOWEN BY BLANCH THOMPSON, SCALE 1" = 500', DATED OCT. 1994 AND RECORDED IN MAP BOOK 2, PAGE 100.

- LEGEND
- PROPERTY LINES
  - STOCK WALL
  - 1/2" LINE AND POLES 1/2" L.S. 1877
  - 1" LINE AND POLES 1" L.S. 1877
  - STAKE BOUNDARY
  - MILITARY FILE & DAY 4000
  - TIE LINE



BOUNDARY SURVEY  
LAND OF  
**JOHN D. BRESSETT**  
VERMONT ROUTE 12 AND HOWARD HILL ROAD  
RANDOLPH, GRANCE COUNTY, VERMONT

THIS PLAN MEETS THE REQUIREMENTS OF 27 V.S.A. 1000 AND IS BASED ON A TIE LINE SURVEY, 2000

DATE: 11-18-98

SCALE: 1" = 50'

BY: [Signature]

FOR: [Signature]

DATE: 11-18-98

006/000