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FROM: Gregory A. Bibler — ATTORNEY

TO: Karl Johnson — NAME OF PERSON; The Johnson Company — NAME OF COMPANY; Montpelier, VT — CITY & STATE

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MESSAGE TO RECIPIENT:

GRANT OF REMEDIATION EASEMENT AND RESTRICTIONS

WHEREAS, Laurence A. Hebert is the owner in fee of certain real property in Brookfield, Vermont; and

WHEREAS, UniFirst Corporation has voluntarily agreed, without admission of any liability, to make arrangements for the imposition of institutional controls to protect public health and the environment at and in the vicinity of this property;

NOW, THEREFORE,

KNOW ALL PERSONS BY THESE PRESENTS that Laurence A. Hebert, of Williamstown, Vermont, on behalf of himself and his heirs, executors, administrators, successors and assigns (hereinafter "Grantor"), in consideration of Ten Dollars and other valuable consideration paid to their full satisfaction by UniFirst Corporation, do freely give, grant, sell, convey and confirm unto UniFirst Corporation with its principal offices in Wilmington, Massachusetts, and its successors and assigns (hereinafter "Grantee") forever, a perpetual remediation easement and restrictions (as more particularly set forth below) in a certain tract of land situated in the Town of Brookfield, Vermont (hereinafter "Protected Property"), and said Protected Property being more particularly described in Schedule A attached hereto and incorporated herein.

The remediation easement and restrictions hereby conveyed to the Grantee consist of covenants on the part of the Grantors to do or refrain from doing the various acts set forth below and to allow the Grantee and the State of Vermont to conduct unimpeded any and all remedial activities authorized or required by the State of Vermont. It is hereby acknowledged that these covenants shall constitute a servitude upon the land and run with the land.

I. Remediation Easement

Grantor hereby grants to Grantee and its designees (including without limitation the State of Vermont) the right and easement to enter upon the Protected Property for the purpose of investigating and/or remediating any actual, potential or alleged environmental conditions or releases thereon or thereunder, and an easement for taking all actions necessary or appropriate to the foregoing investigation and/or remediation. In so doing, Grantor covenants not to interfere with Grantee's exercise of its rights, privileges and benefits hereunder. The rights, privileges, benefits and burdens as established by these easements shall run with the land for the mutual benefit of the Grantor and Grantee and their respective successors and assigns.

The easements herein granted shall be perpetual. Grantor hereby binds himself and his successors and assigns to warrant and forever defend the above-described easements and rights unto Grantee, its successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

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

II. Restricted Uses of Property

The restrictions hereby imposed upon the Protected Property, and the acts which Grantor shall do or refrain from doing, are as follows:

1. The Protected Property shall be used for agricultural, forestry, education, noncommercial recreation, and open space purposes only. No residential, commercial, industrial, 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 Protected Property, except as specifically permitted under this Grant.

Excepted, in part, are Lots 3, 3A, and 4 as shown on an Overall Site Plan of the Protected Property created for Grantor by Chenette Engineering, Inc., dated April 26, 1990, and incorporated by reference herein.

As to Lot 3A, consisting of 39 acres, more or less, north of the Second Branch of the White River, springs located on that lot may be developed, or wells (up to a maximum of 2 wells, total) may be developed to supply water to Lots 3 and 4 at rates designed to serve single-family residences (one each on Lots 3 and 4, respectively). There shall be no irrigation pumping allowed, and no commercial pumping allowed, including but not limited to pumping for such enterprises as a fish farm or golf course. Grantee has made no representations relating to the suitability of the springs and proposed wells for use as a water supply, and Grantor expressly retains and assumes sole responsibility for any use of the springs and proposed wells as a water supply.

There shall be no development for water south of the Second Branch of the White River with regard to any lot.

With regard to Lot 3, consisting of 6 acres, more or less, south of the Second Branch of the White River, the existing single family residence may be renovated, including repair of or replacement of the existing foundation, as long as a replacement foundation is similar or comparable to the existing one in both depth and area. Outbuildings, such as a barn, may be constructed on Lot 3, as long as no outbuilding contains a basement. The existing septic system on Lot 3 may be modified if (a) it is constructed in the general area where it currently exists, as shown on Figure 24 contained in the Draft Report of Wheatley Farm Site Characterization Report, prepared by The Johnson Company, Inc., dated January 31, 1996, and incorporated by reference herein, and (b) any modification to the septic system is outside the circled area on said Figure 24.

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With regard to Lot 4, consisting of 5 acres, more or less, south of the Second Branch of the White River, a single family residence with outbuildings is permitted to be developed, but prior to such development, Grantor must obtain from Grantee a confirmation that continuing monitoring shows no actual or potential contamination of Lot 4. Lot 4 is not presently known to be contaminated.

With regard to monitoring tubes, any that are required for continuing monitoring and are not removed from the Protected Property shall be finished and marked in such a way as to interfere as little as practicable with current agricultural uses; provided that any costs of repair or replacement of such tubes or markings occasioned by such uses shall be borne by Grantor.

Lots 1 and 2, both consisting of 5 acres, more or less, south of the South Branch of the White River, may not be developed but may be sold as long as their current uses do not change and subject to all of the restrictions, rights and easement contained herein. Lots 3, 3A, and 4 may be developed as permitted above and sold subject to all of the restrictions, rights and easement contained herein. As a condition precedent to any sale(s) of any lot(s), Grantor shall obtain and deliver to Grantee a written acknowledgment by the purchaser(s) of such restrictions, rights and easement and a written general release of liability by the purchaser(s) in the form which is attached hereto and incorporated by reference. Any subsequent sale(s) of any lot(s) shall be subject to the same condition precedent.

2. Except as otherwise specifically permitted under this Grant, no rights-of-way, easements or ingress or egress, driveways, roads, or utility lines or easements shall be constructed, developed or maintained into, on, over, under, or across the Protected Property, without the prior written permission of the Grantee.

3. There shall be no signs, billboards, or outdoor advertising of any kind erected or displayed on the Protected Property, except for signs in connection with the normal or ordinary use of the property, i.e., For Sale signs or signs indicating hay or cows for sale, without the prior written permission of the Grantee.

4. The placement, collection or storage of trash, human waste, or any other unsightly, hazardous or offensive material on the Protected Property shall not be permitted except at such locations, if any, and in such a manner as approved in advance in writing by Grantee. The storage and spreading of manure, lime, or other fertilizer for agricultural practices and purposes and the temporary storage of non-hazardous trash in receptacles for periodic off-site disposal shall be permitted without such prior written approval.

5. There shall be no disturbance of the surface, including but not limited to installation of wells, filling, excavation, removal of topsoil, sand, gravel, rocks or minerals, or change of the topography of the land in any manner, except as approved in advance in writing by Grantee, except for the wells permitted on Lot 3A described above, and continued use of Lot 4, described above, as a gravel pit. With regard to Lot 4's continued use as a gravel pit,

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extraction may occur anywhere within the boundaries of Lot 4, but nothing may be extracted below the natural water table.

6. The Protected Property shall not be subdivided or conveyed in separate parcels without the prior written permission of the Grantee, except for Lots 1, 2, 3, 3A, and 4 as, in the manner and subject to the restrictions and conditions described herein.

7. No use of the Protected Property shall be made or continued which is in any way inconsistent with the Remediation Easement set forth in Section I, above, or with any requirements of the State of Vermont.

III. Enforcement of the Restrictions

Grantee may make any reasonable efforts from time to time to assure compliance by Grantor with all of the covenants and restrictions herein. Additionally, employees, agents or representatives of the State of Vermont may make periodic inspections of all or any portion of the Protected Property, and for such inspection and enforcement purposes, the State of Vermont shall have the right of reasonable access to the Protected Property. In the event that Grantee becomes aware of any events or circumstance of non-compliance with the terms and conditions herein set forth, Grantee shall give notice to Grantor of such event or circumstance of non-compliance and demand corrective action sufficient to abate such event or circumstance of non-compliance and restore the Protected Property 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, Grantor shall reimburse Grantee all reasonable costs, including attorneys' and consultants' fees, incurred in investigating the non-compliance and in securing its correction.

Failure by Grantor to cause discontinuance, abatement, or such other corrective action as may be demanded by Grantee within a reasonable time after receipt of notice and reasonable opportunity to take corrective action shall entitle Grantee to bring an action in a court of competent jurisdiction to enforce the terms of this Grant and to recover any damages arising from such non-compliance. Such damages, when recovered, shall be applied by Grantee to corrective action on the Protected Property, if necessary. If such court determines that Grantor has failed to comply with this Grant, Grantors shall reimburse Grantee for any reasonable costs of enforcement, including Grantee's staff time, court costs and reasonable attorneys' and consultants' fees, in addition to any other payments ordered by such court. The parties to this Grant specifically acknowledge that events and circumstances of non-compliance constitute immediate and irreparable injury, loss, and damage to the Protected Property and accordingly entitle Grantee to such equitable relief, including but not limited to injunctive relief, as the court deems just. The remedies described herein are in addition to, and not in limitation of, any other remedies available to Grantee at law, in equity, or through administrative proceedings.

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No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair Grantee's rights or remedies or be construed as a waiver.

IV. Miscellaneous Provisions

1. Where Grantor is required, as a result of this Grant, to obtain the prior written approval of Grantee before commencing or continuing an activity or act, and where Grantee has designated in writing another organization or entity which shall have the authority to grant such approval, the approval of said designee shall be deemed to be the approval of the Grantee. Grantor shall reimburse Grantee or Grantee's designee for all extraordinary costs, including attorneys' and consultants' fees, incurred in reviewing the proposed action requiring Grantee's approval. When Grantee has authorized a proposed action requiring approval under this Grant, Grantee shall, on request, provide Grantor with a written certification in recordable form memorializing said approval, and Grantor shall agree, as a condition of such authorization to terminate any such action upon demand by the Grantee if the continuance of such action would be inconsistent with the Remediation Easement set forth in Section I., above, or if such termination is requested by the State of Vermont. In the event of such termination, Grantors shall take, or reimburse Grantee or the State of Vermont for taking such action(s) as may be required to restore the affected area of the Protected Property to its prior condition.

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 the Grant, shall be in accordance with all applicable ordinances, statutes and regulations of the Town of Brookfield and the State of Vermont.

3. In any deed conveying an interest in all or part of the Protected Property, Grantors shall make reference to the remediation easement and restrictions described herein and shall indicate that said easement and restrictions are binding upon all successors in interest in the Protected Property in perpetuity. Grantor shall also notify the Grantee of the name(s) and address(es) of Grantor's successor(s) in interest.

4. Grantee shall be entitled to rerecord this Grant, or to record a notice making reference to the existence of this Grant, in the Town of Brookfield Land Records as may be necessary to satisfy the requirements of the Record Marketable Title Act, 27 V.S.A., Chapter 5, Subchapter 7, including 27 V.S.A. §§ 603 and 605.

5. The Term "Grantor" shall include the heirs, executors, administrators, successors and assigns of the original Grantor, Laurence A. Hebert. The term "Grantee" shall include the successors and assigns of the original Grantee, UniFirst Corporation.

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

TO HAVE AND TO HOLD said granted remediation easement and restrictions, with all the privileges and appurtenances thereof, to the said Grantee, UniFirst Corporation, its successors and assigns, to their own use and behoof forever, and the said Grantor, Laurence A. Hebert, for himself, and his heirs, successors and assigns, do covenant with the said Grantee, its successors and assigns, that until the ensealing of these presents, he is the sole owner of the premises and has good right and title to convey the same in the manner aforesaid, that the premises are free from every encumbrance, except those of record, and they hereby engage to warrant and defend the same against all lawful claims whatever.

IN WITNESS WHEREOF, we set our hands and seals this 12th day of April, 1996.

Signed, sealed and delivered
In The Presence Of:

Grantors

Witness to

STATE OF VERMONT
WASHINGTON COUNTY, ss.

Before me at Montpelier, Vermont, this 12th day of April, 1996, Laurence A. Hebert personally appeared and acknowledged this instrument, by him sealed and subscribed, to be his free act and deed.

Notary Public
My Commission Expires: 2/10/99

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SCHEDULE A

PROTECTED PROPERTY

Being all of the same lands and premises conveyed to Laurence A. Hebert by Christina P. Kibby (formerly Christina P. Jarvis) by Warranty Deed dated September 16, 1989, and recorded on October 6, 1989, in Book 48, Page 552, of the Town of Brookfield Land Records. Being all the same land and premises conveyed to Arthur T. Jarvis and Christina P. Jarvis by Warranty Deed of Daniel A. Perry and Clyde W. Perry dated April 2, 1943, of record at Book 28, Page 267, of the Town of Brookfield Land Records.

Meaning and intending to include in this description of the Protected Property all of the land with the improvements thereon depicted on the plan entitled "Larry Hebert, Brookfield, Vermont, Overall Site Plan", created by Chenette Engineering, Inc., and dated April 26, 1990, and Figure 24 of the Draft Report, Wheatley Farm Site Characterization Report, created by The Johnson Company, Inc.,and dated January 31, 1996.

145007.b3

GENERAL RELEASE

In consideration of the payment of Ten Dollars by UniFirst Corporation to Laurence A. Hebert, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Mr. Hebert, his successors, heirs, attorneys and assigns, including without limitation any future owners, remise, release, and forever discharge UniFirst Corporation, its representatives, officers, directors, shareholders, successors or assigns, of and from all debts, demands, duties, causes of action, suits, sums of money, accounts, reckonings, covenants, contracts, controversies, agreements, promises, damages, and any and all claims, demands, extents, executions and liabilities whatsoever of every name and nature, both in law and in equity, whether known or unknown, which Mr. Hebert, his successors, heirs, attorneys and assigns, including without limitation any future owners, may have or could have had against UniFirst Corporation, its representatives, officers, directors, shareholders, successors or assigns for all matters related to a certain tract of land situated in the Town of Brookfield, Vermont (hereinafter "Protected Property") and said Protected Property being more particularly described in Schedule A attached to the Grant of Remediation Easement and Restrictions dated April 12th 1996.

By: Laurence A. Hebert
Laurence A. Hebert

STATE OF VERMONT
Washington County, ss.

April 12th, 1996

Before me at Montpelier, Vermont, this 12th day of April, 1996, Laurence A. Hebert personally appeared and acknowledged this instrument, by him sealed and subscribed, to be his free act and deed.

Notary Public

My Commission Expires: 2/10/99

148283.b1

GENERAL RELEASE

I, _____, as a successor-in-interest to Laurence A. Hebert relating to a certain tract of land situated in the Town of Brookfield, Vermont (hereinafter "Protected Property") and said Protected Property being more particularly described in Schedule A attached to the Grant of Remediation Easement and Restrictions dated April ___, 1996, hereby acknowledge that I remise, release, and forever discharge UniFirst Corporation, its representatives, officers, directors, shareholders, successors or assigns, of and from all debts, demands, duties, causes of action, suits, sums of money, accounts, reckonings, covenants, contracts, controversies, agreements, promises, damages, and any and all claims, demands, extents, executions and liabilities whatsoever of every name and nature, both in law and in equity, whether known or unknown, which I, my successors, heirs, attorneys and assigns, including without limitation any future owners, may have or could have had against UniFirst Corporation, its representatives, officers, directors, shareholders, successors or assigns for all matters related to the Protected Property.

I acknowledge and accept the terms of this General Release in favor of UniFirst Corporation, its representatives, officers, directors, shareholders, successors or assigns, as a condition precedent to acquisition of the Protected Property.

By: _____

STATE OF VERMONT
Washington County, ss.

Date:_____

Before me at Montpelier, Vermont, this ____ day of _____, _____ personally appeared and acknowledged this instrument, by him sealed and subscribed, to be his free act and deed.

_____
Notary Public

My Commission Expires: _____

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