

**ENVIRONMENTAL EASEMENT GRANTED PURSUANT TO ARTICLE 71, TITLE 36
OF THE NEW YORK STATE ENVIRONMENTAL CONSERVATION LAW**

THIS INDENTURE made this 15th day of October, 2013 between Owner(s) ARAMARK Uniform Services (Syracuse) LLC, having an office at 1209 Orange Street, City of Wilmington, County of New Castle, State of Delaware, (the "Grantor"), and The People of the State of New York (the "Grantee."), acting through their Commissioner of the Department of Environmental Conservation (the "Commissioner", or "NYSDEC" or "Department" as the context requires) with its headquarters located at 625 Broadway, Albany, New York 12233.

WHEREAS, the Legislature of the State of New York has declared that it is in the public interest to encourage the remediation of abandoned and likely contaminated properties ("sites") that threaten the health and vitality of the communities they burden while at the same time ensuring the protection of public health and the environment; and

WHEREAS, the Legislature of the State of New York has declared that it is in the public interest to establish within the Department a statutory environmental remediation program that includes the use of Environmental Easements as an enforceable means of ensuring the performance of operation, maintenance, and/or monitoring requirements and the restriction of future uses of the land, when an environmental remediation project leaves residual contamination at levels that have been determined to be safe for a specific use, but not all uses, or which includes engineered structures that must be maintained or protected against damage to perform properly and be effective, or which requires groundwater use or soil management restrictions; and

WHEREAS, the Legislature of the State of New York has declared that Environmental Easement shall mean an interest in real property, created under and subject to the provisions of Article 71, Title 36 of the New York State Environmental Conservation Law ("ECL") which contains a use restriction and/or a prohibition on the use of land in a manner inconsistent with engineering controls which are intended to ensure the long term effectiveness of a site remedial program or eliminate potential exposure pathways to hazardous waste or petroleum; and

WHEREAS, Grantor, successor by merger to Christopher Service Company, is the owner of real property located at the address of 501 and 513 Wilkins Street in the City of Rochester County of Monroe known and designated on the tax map of the County Clerk of Monroe as tax map parcel numbers: Section 106.25 Block 2 Lot (s) 65 and 66, being the same as that property conveyed by Allied Industrial Laundry, a division of Christopher Service Company by deed dated June 14, 1983 and recorded in the Monroe County Clerk's Office in Liber 6341 at Page 320. The property subject to this Environmental Easement (the "Controlled Property") comprises approximately 0.44 +/- acres, and is hereinafter more fully described in the Land Title Survey dated October 24, 2011 and signed November 01, 2011 prepared by Popli Design Group, Architecture & Engineering, which will be attached to the Site Management Plan. The Controlled Property description is set forth in and attached hereto as Schedule A; and

WHEREAS, the Department accepts this Environmental Easement in order to ensure the protection of public health and the environment and to achieve the requirements for remediation established for the Controlled Property until such time as this Environmental Easement is extinguished pursuant to ECL Article 71, Title 36; and

NOW THEREFORE, in consideration of the mutual covenants contained herein and the terms and conditions of Voluntary Cleanup Agreement Index Number: B8-0645-03-09, Grantor conveys to Grantee a permanent Environmental Easement pursuant to ECL Article 71, Title 36 in, on, over, under, and upon the Controlled Property as more fully described herein ("Environmental Easement")

1. Purposes. Grantor and Grantee acknowledge that the Purposes of this Environmental Easement are: to convey to Grantee real property rights and interests that will run with the land in perpetuity in order to provide an effective and enforceable means of encouraging the reuse and redevelopment of this Controlled Property at a level that has been determined to be safe for a specific use while ensuring the performance of operation, maintenance, and/or monitoring requirements; and to ensure the restriction of future uses of the land that are inconsistent with the above-stated purpose.

2. Institutional and Engineering Controls. The controls and requirements listed in the Department approved Site Management Plan ("SMP") including any and all Department approved amendments to the SMP are incorporated into and made part of this Environmental Easement. These controls and requirements apply to the use of the Controlled Property, run with the land, are binding on the Grantor and the Grantor's successors and assigns, and are enforceable in law or equity against any owner of the Controlled Property, any lessees and any person using the Controlled Property.

A. (1) The Controlled Property may be used for:

Commercial as described in 6 NYCRR Part 375-1.8(g)(2)(iii) and Industrial as described in 6 NYCRR Part 375-1.8(g)(2)(iv)

(2) All Engineering Controls must be operated and maintained as specified in the Site Management Plan (SMP);

(3) All Engineering Controls must be inspected at a frequency and in a manner defined in the SMP;

(4) The use of groundwater underlying the property is prohibited without necessary water quality treatment as determined by the NYSDOH or the County of Monroe County Department of Health to render it safe for use as drinking water or for industrial purposes, and the user must first notify and obtain written approval to do so from the Department;

(5) Groundwater and other environmental or public health monitoring must be performed as defined in the SMP;

(6) Data and information pertinent to Site Management of the Controlled Property must be reported at the frequency and in a manner defined in the SMP;

(7) All future activities on the property that will disturb remaining contaminated material must be conducted in accordance with the SMP;

(8) Monitoring to assess the performance and effectiveness of the remedy must be performed as defined in the SMP;

(9) Operation, maintenance, monitoring, inspection, and reporting of any mechanical or physical components of the remedy shall be performed as defined in the SMP;

(10) Access to the site must be provided to agents, employees or other representatives of the State of New York with reasonable prior notice to the property owner to assure compliance with the restrictions identified by this Environmental Easement.

B. The Controlled Property shall not be used for Residential or Restricted Residential purposes as defined in 6NYCRR 375-1.8(g)(2)(i) and (ii), and the above-stated engineering controls may not be discontinued without an amendment or extinguishment of this Environmental Easement.

C. The SMP describes obligations that the Grantor assumes on behalf of Grantor, its successors and assigns. The Grantor's assumption of the obligations contained in the SMP which may include sampling, monitoring, and/or operating a treatment system, and providing certified reports to the NYSDEC, is and remains a fundamental element of the Department's determination that the Controlled Property is safe for a specific use, but not all uses. The SMP may be modified in accordance with the Department's statutory and regulatory authority. The Grantor and all successors and assigns, assume the burden of complying with the SMP and obtaining an up-to-date version of the SMP from:

Site Control Section
Division of Environmental Remediation
NYSDEC
625 Broadway
Albany, New York 12233
Phone: (518) 402-9553

D. Grantor must provide all persons who acquire any interest in the Controlled Property a true and complete copy of the SMP that the Department approves for the Controlled Property and all Department-approved amendments to that SMP.

E. Grantor covenants and agrees that until such time as the Environmental Easement is extinguished in accordance with the requirements of ECL Article 71, Title 36 of the ECL, the property deed and all subsequent instruments of conveyance relating to the Controlled Property shall state in at least fifteen-point bold-faced type:

This property is subject to an Environmental Easement held by the New York State Department of Environmental Conservation pursuant to Title 36 of Article 71 of the Environmental Conservation Law.

F. Grantor covenants and agrees that this Environmental Easement shall be incorporated in full or by reference in any leases, licenses, or other instruments granting a right to

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use the Controlled Property.

G. Grantor covenants and agrees that it shall, at such time as NYSDEC may require, submit to NYSDEC a written statement by an expert the NYSDEC may find acceptable certifying under penalty of perjury, in such form and manner as the Department may require, that:

(1) the inspection of the site to confirm the effectiveness of the institutional and engineering controls required by the remedial program was performed under the direction of the individual set forth at 6 NYCRR Part 375-1.8(h)(3).

(2) the institutional controls and/or engineering controls employed at such site:

(i) are in-place;

(ii) are unchanged from the previous certification, or that any identified changes to the controls employed were approved by the NYSDEC and that all controls are in the Department-approved format; and

(iii) that nothing has occurred that would impair the ability of such control to protect the public health and environment;

(3) the owner will continue to allow access to such real property to evaluate the continued maintenance of such controls;

(4) nothing has occurred that would constitute a violation or failure to comply with any site management plan for such controls;

(5) the report and all attachments were prepared under the direction of, and reviewed by, the party making the certification;

(6) to the best of his/her knowledge and belief, the work and conclusions described in this certification are in accordance with the requirements of the site remedial program, and generally accepted engineering practices; and

(7) the information presented is accurate and complete.

3. Right to Enter and Inspect. Grantee, its agents, employees, or other representatives of the State may enter and inspect the Controlled Property in a reasonable manner and at reasonable times to assure compliance with the above-stated restrictions.

4. Reserved Grantor's Rights. Grantor reserves for itself, its assigns, representatives, and successors in interest with respect to the Property, all rights as fee owner of the Property, including:

A. Use of the Controlled Property for all purposes not inconsistent with, or limited by the terms of this Environmental Easement;

B. The right to give, sell, assign, or otherwise transfer part or all of the underlying fee interest to the Controlled Property, subject and subordinate to this Environmental Easement;

5. Enforcement

A. This Environmental Easement is enforceable in law or equity in perpetuity by Grantor, Grantee, or any affected local government, as defined in ECL Section 71-3603, against the owner of the Property, any lessees, and any person using the land. Enforcement shall not be defeated because of any subsequent adverse possession, laches, estoppel, or waiver. It is not a defense in any action to enforce this Environmental Easement that: it is not appurtenant to an interest in real property; it is not of a character that has been recognized traditionally at common law; it imposes a negative burden; it imposes affirmative obligations upon the owner of any

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interest in the burdened property; the benefit does not touch or concern real property; there is no privity of estate or of contract; or it imposes an unreasonable restraint on alienation.

B. In the event of a violation of this Environmental Easement, the Grantee may revoke the Release and Covenant Not to Sue issued pursuant to the Voluntary Cleanup Agreement with respect to the Controlled Property in accordance with its terms.

C. Grantee shall notify Grantor of a breach or suspected breach of any of the terms of this Environmental Easement. Such notice shall set forth how Grantor can cure such breach or suspected breach and give Grantor a reasonable amount of time from the date of receipt of notice in which to cure. At the expiration of such period of time to cure, or any extensions granted by Grantee, the Grantee shall notify Grantor of any failure to adequately cure the breach or suspected breach, and Grantee may take any other appropriate action reasonably necessary to remedy any breach of this Environmental Easement, including the commencement of any proceedings in accordance with applicable law.

D. The failure of Grantee to enforce any of the terms contained herein shall not be deemed a waiver of any such term nor bar any enforcement rights.

6. Notice. Whenever notice to the Grantee (other than the annual certification) or approval from the Grantee is required, the Party providing such notice or seeking such approval shall identify the Controlled Property by referencing the following information:

County, NYSDEC Site Number, NYSDEC Brownfield Cleanup Agreement, State Assistance Contract or Order Number, and the County tax map number or the Liber and Page or computerized system identification number.

Parties shall address correspondence to: Site Number: V00664-8
Office of General Counsel
NYSDEC
625 Broadway
Albany New York 12233-5500

With a copy to: Site Control Section
Division of Environmental Remediation
NYSDEC
625 Broadway
Albany, NY 12233

All notices and correspondence shall be delivered by hand, by registered mail or by Certified mail and return receipt requested. The Parties may provide for other means of receiving and communicating notices and responses to requests for approval.

7. Recordation. Grantor shall record this instrument, within thirty (30) days of execution of this instrument by the Commissioner or her/his authorized representative in the office of the recording officer for the county or counties where the Property is situated in the manner prescribed by Article 9 of the Real Property Law.

8. Amendment. Any amendment to this Environmental Easement may only be executed by the Commissioner of the New York State Department of Environmental Conservation or the Commissioner's Designee, and filed with the office of the recording officer for the county or counties where the Property is situated in the manner prescribed by Article 9 of the Real Property Law.


9. Extinguishment. This Environmental Easement may be extinguished only by a release by the Commissioner of the New York State Department of Environmental Conservation, or the Commissioner's Designee, and filed with the office of the recording officer for the county or counties where the Property is situated in the manner prescribed by Article 9 of the Real Property Law.

10. Joint Obligation. If there are two or more parties identified as Grantor herein, the obligations imposed by this instrument upon them shall be joint and several.

IN WITNESS WHEREOF, Grantor has caused this instrument to be signed in its name.

Grantor: ARAMARK Uniform Services (Syracuse), LLC

By: AUCA – Sole Member

By: 

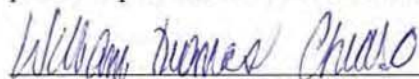
Print Name: David Michaelson

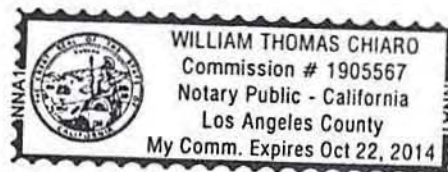
Title: Vice President Date: October 1, 2013

Grantor's Acknowledgment

STATE OF ~~NEW YORK~~) CALIFORNIA
) ss:
COUNTY OF LOS ANGELES)

On the 1st day of October, in the year 2013, before me, the undersigned, personally appeared David Michaelson, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.


Notary Public - State of ~~NEW YORK~~ California



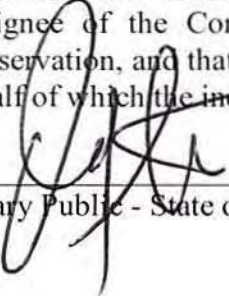
THIS ENVIRONMENTAL EASEMENT IS HEREBY ACCEPTED BY THE PEOPLE OF THE STATE OF NEW YORK, Acting By and Through the Department of Environmental Conservation as Designee of the Commissioner,

By: 
Robert W. Schick, Director
Division of Environmental Remediation

Grantee's Acknowledgment

STATE OF NEW YORK)
) ss:
COUNTY OF ALBANY)

On the 15th day of October, in the year 2013, before me, the undersigned, personally appeared Robert W. Schick, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/ executed the same in his/her/ capacity as Designee of the Commissioner of the State of New York Department of Environmental Conservation, and that by his/her/ signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


Notary Public - State of New York

David J. Chiusano
Notary Public, State of New York
No. 01CH5032146
Qualified in Schenectady County
Commission Expires August 22, 2014

SCHEDULE "A"
ENVIRONMENTAL EASEMENT
PROPERTY DESCRIPTION

ARAMARK UNIFORM SERVICES (SYRACUSE) LLC SITE #V00664-8

VCA Index no: B8-0645-03-09

501 and 513 Wilkins Street, Rochester, County of Monroe, NY

Tax Map No(s): 106.25-2-65, 66

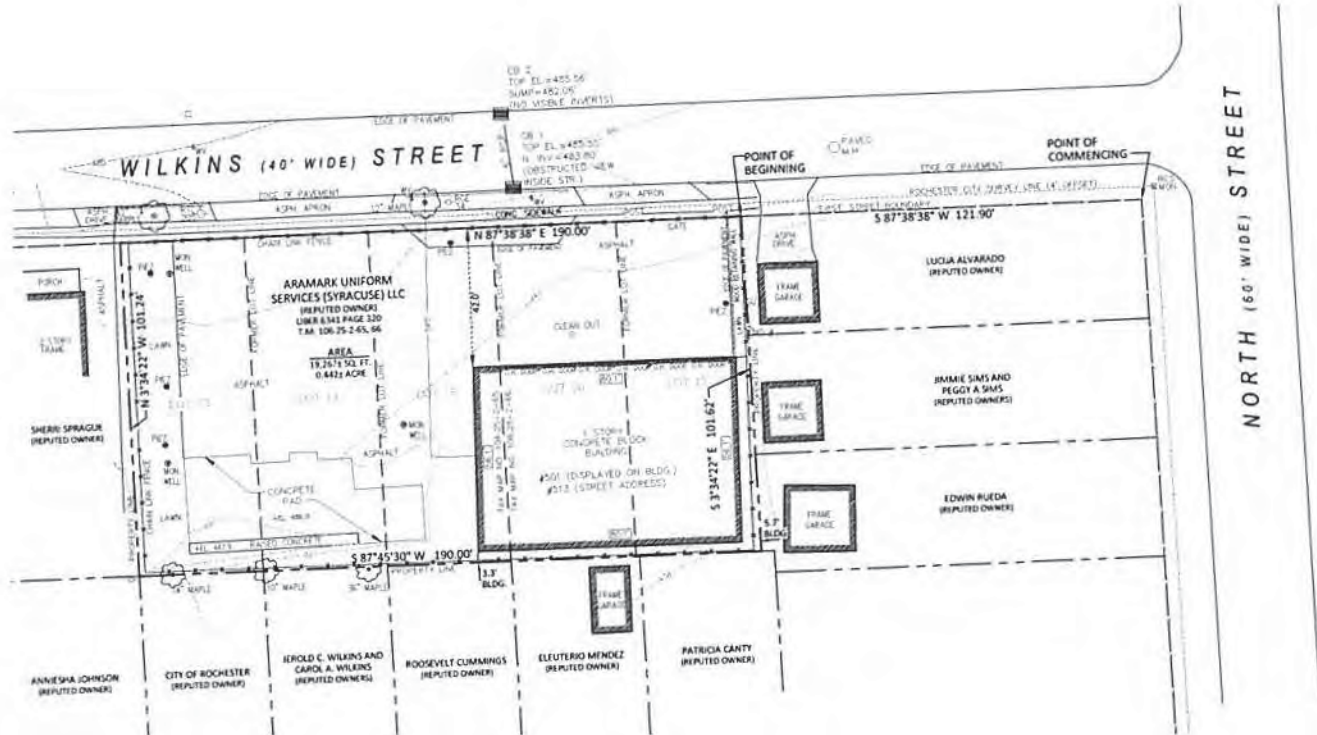
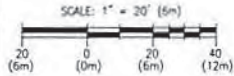
An ENVIRONMENTAL EASEMENT Granted Pursuant to Article 71, Title 36 of the New York State Environmental Conservation Law over the following described parcels:

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Rochester, County of Monroe and State of New York, and being more particularly known and described as Lots No. 13, 14, 15, 16, and 17, all as set forth on an amended map of a part of Section "A" of the St. Jacobs Tract, which map is filed in the Monroe County Clerk's Office in Liber 18 of Maps, page 9.

SAID ENVIRONMENTAL EASEMENT IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING at a point at the intersection of the westerly boundary of North Street, an existing city street, and the southerly boundary of Wilkins Street, an existing city street, thence; along the southerly boundary of Wilkins Street S 87°38'38" W a distance of 121.90 feet to the point of **BEGINNING**, being the intersection of the last mentioned street boundary with the division line between the property of Aramark Uniform Services (Syracuse) LLC (reputed owner) on the west and the property of Lucija Alvarado (reputed owner) on the east, thence; along the last mentioned division line S 3°34'22" E and continuing along the division lines of Sims and Rueda (reputed owners) a total distance of 101.62 feet to a point on the division line between the property of Aramark Uniform Services (Syracuse) LLC (reputed owner) on the north and the property of Patricia Canty (reputed owner) on the south, thence; along the last mentioned division line S 87°45'30" W and continuing along the division lines of Mendez, Cummings, Wilkins and the City of Rochester (reputed owners) a total distance of 190.00 feet to a point of the division line between the property of Aramark Uniform Services (Syracuse) LLC (reputed owner) on the east and the property of Sherri Sprague (reputed owner) on the west, thence; along the last mentioned division line N 3°34'22" W a distance of 101.24 feet to a point on the southerly boundary of Wilkins Street, thence; along the last mentioned street boundary N 87°38'38" E a distance of 190.00 feet to the point of beginning, being 19,267± square feet, or 0.442 acres, more or less.

SURVEY



RECORD DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Rochester, County of Monroe and State of New York, and being more particularly shown and described as follows: 12, 14, 16, 18, and 17, all as set forth on an amended map of a part of Section "A" of the St. Jacobs Tract, which map is filed in Monroe County Clerk's Office in Liber 18 of Maps, page 8.

ENVIRONMENTAL EASEMENT DESCRIPTION
DEC SITE NO. V-00664-8

COMMENCING at a point at the intersection of the westerly boundary of North Street, an existing city street, and the southerly boundary of Wilkins Street, an existing city street, thence along the southerly boundary of Wilkins Street S 87°38'38" W a distance of 121.90 feet to the point of **BEGINNING**, being the intersection of the last mentioned street boundary with the division line between the property of Aramark Uniform Services (Syracuse) LLC (reputed owner) on the west and the property of Lucia Alvarado (reputed owner) on the east, thence along the last mentioned division line S 3°34'22" E and continuing along the division lines of Sims and Rueda (reputed owners) a total distance of 101.62 feet to a point on the division line between the property of Aramark Uniform Services (Syracuse) LLC (reputed owner) on the north and the property of Patricia Canty (reputed owner) on the south, thence along the last mentioned division line S 87°42'30" W and continuing along the division lines of Mendez, Cummings, Wilkins and the City of Rochester (reputed owners) a total distance of 190.00 feet to a point of the division line between the property of Aramark Uniform Services (Syracuse) LLC (reputed owner) on the east and the property of Sheriff Sprague (reputed owner) on the west, thence along the last mentioned division line N 3°14'22" W a distance of 101.24 feet to a point on the southerly boundary of Wilkins Street, thence along the last mentioned street boundary N 87°38'38" E a distance of 190.00 feet to the point of beginning, being 19,267.2 square feet, or 0.442 acres, more or less.

ENVIRONMENTAL EASEMENT AREA ACCESS

THE N.Y.S.D.E.C. AND / OR THEIR AGENTS MAY ACCESS THE ENVIRONMENTAL EASEMENT AREA AS SHOWN HEREON THROUGH ANY EXISTING STREET ACCESS OR BUILDING INGRESS / EGRESS ACCESS POINT.

THE ENGINEERING AND INSTITUTIONAL CONTROLS FOR THIS EASEMENT ARE SET FORTH IN THE SITE MANAGEMENT PLAN (SMP). A COPY OF THE SMP MUST BE OBTAINED BY ANY PARTY WITH AN INTEREST IN THE PROPERTY. THE SMP CAN BE OBTAINED FROM NYS DEPARTMENT OF ENVIRONMENTAL CONSERVATION, DIVISION OF ENVIRONMENTAL REMEDIATION, SITE CONTROL SECTION, 625 BROADWAY, ALBANY, NY 12233 OR AT DERWEB@GW.DEC.STATE.NY.US

UNAUTHORIZED ALTERATION OR ADDITION TO A SURVEY MAP BEARING A LICENSED LAND SURVEYOR'S SEAL IS A VIOLATION OF SECTION 7209, SUB-DIVISION 2, OF THE NEW YORK STATE EDUCATION LAW.

SURVEY NOTES

- COORDINATES ARE REFERENCED TO THE NORTH AMERICAN DATUM OF 1983 (NAD83) - NEW YORK STATE PLANE COORDINATE SYSTEM, WEST ZONE.
- ELEVATIONS ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88).
- MAPPING UNITS ARE U.S. SURVEY FEET.
- THE CONTOUR INTERVAL IS 1 FOOT.
- UTILITIES SHOWN HEREON ARE BASED ON VISIBLE EVIDENCE. THE UNDERGROUND POSITION OF ALL UTILITIES SHOWN SHOULD BE CONSIDERED APPROXIMATE.
- STORM DRAIN & SANITARY SEWER PIPE CONNECTIONS ARE NOT SHOWN DUE TO INSUFFICIENT VISIBLE EVIDENCE.

BOUNDARY REFERENCES

- ABSTRACT OF TITLE PREPARED BY CHICAGO TITLE INSURANCE COMPANY, NO. CT11-30825-ALB, DATED JUNE 30, 2011.
- DEED, FILED IN LIBER 6341, PAGE 320.
- DEED, FILED IN LIBER 10600, PAGE 232.
- DEED, FILED IN LIBER 9321, PAGE 208.
- DEED, FILED IN LIBER 10449, PAGE 245.
- DEED, FILED IN LIBER 8198, PAGE 104.
- DEED, FILED IN LIBER 10609, PAGE 468.
- DEED, FILED IN LIBER 8033, PAGE 31.
- DEED, FILED IN LIBER 10738, PAGE 677.
- DEED, FILED IN LIBER 10624, PAGE 399.
- DEED, FILED IN LIBER 9972, PAGE 311.

SURVEYOR'S CERTIFICATION

TO: • THE PEOPLE OF NEW YORK STATE, ACTING THROUGH ITS COMMISSIONER OF THE DEPARTMENT OF ENVIRONMENTAL CONSERVATION
• CHICAGO TITLE INSURANCE COMPANY
• ARAMARK UNIFORM SERVICES (SYRACUSE) LLC

WE, POPUL ARCHITECTURE + ENGINEERING & L.L.P., P.C., HEREBY CERTIFY THAT THIS SURVEY AND MAP WAS PREPARED UNDER THE DIRECTION OF A LICENSED LAND SURVEYOR AND FROM THE NOTES OF AN INSTRUMENT SURVEY COMPLETED SEPTEMBER 12, 2011 AND THE REFERENCES LISTED HEREON. THIS SURVEY IS SUBJECT TO ANY EASEMENTS AND/OR ENCUMBRANCES NOT LISTED IN THE REFERENCES HEREON.



MICHAEL A. VENTUROLO, L.S. 50079
FOR: POPUL DESIGN GROUP
918 Pennekamp Drive
Pittsford, NY 14534
Phone: 562-360-2090

LEGEND		SURVEY BY: POPUL DESIGN GROUP		PREPARED FOR: POPUL DESIGN GROUP	
•	MONITORING WELL	12/22/2011	REVISIONS	501 / 513 WILKINS STREET A.K.A. ARAMARK SITE - ROCHESTER N.Y.S. D.E.C. SITE NO. V-00664-8	
○	PICNOMETER	12/22/2011	REVISIONS	City of Rochester, County of Monroe, State of New York	
○	UTILITY POLE	12/22/2011	REVISIONS	SCALE: 1" = 20'	
○	UTILITY POLE W/ LIGHT	12/22/2011	REVISIONS	DATE: OCTOBER 24, 2011	
■	CATCH BASIN	12/22/2011	REVISIONS		
○	SANITY SEWER MANHOLE	12/22/2011	REVISIONS		
○	FIRE HYDRANT	12/22/2011	REVISIONS		
○	WATER VALVE	12/22/2011	REVISIONS		
□	BUILDING DIMENSION	12/22/2011	REVISIONS		