

APPLICATION FORM

01-PCBOA-011-A

BOARD OF ADJUSTMENT AND ZONING APPEALS ACTION BOONE COUNTY PLANNING COMMISSION

See Boone County Zoning Regulations SECTION A (To be completed by applicant)

- (Check One) 1. X Boone Florence Walton Union
(Check One) 2. Conditional Use Permit X Variance Appeal
3. Applicant's Name AmeriPride Services, Inc.
Phone Number 859-371-4037 Fax No. 859-282-5873
Applicant's Address 7360 Industrial Rd. Florence, KY 41042
4. Description of Request: Variance of 30 ft. setback, request setback variance of 25' at rear of property. Hardship- forced to install water pretreatment system- Forced to move Fleet Garage as such- NKIP only requires a 15' setback.
5. Name of Development Northern Kentucky Industrial Park
6. Location of Development 7360 Industrial Rd., Florence, KY 41042
7. Acreage Under Review 3.8 Acres
8. Lot Number and Name of Subdivision (if part of a subdivision) Northern Kentucky Industrial Park - Lot #
9. Owner of Property AmeriPride Services, Inc.
Phone Number of Owner (859) 371-4037 or 612-371-4200
Address of Property Owner 901 Marquette Ave. South, Suite 2500 Minneapolis, MN 55402
11. Proposed Use(s) on Site Laundry Processing
12. Total Square Footage of Existing and/or Proposed Buildings 24,000 SF New 32,300 SF
13. Current Zoning on Property I-2
14. Deed Book 215 Page No. 615 Group No. 2049 A
15. Is the site subject to a zone change? NO
16. Have you submitted a Site Plan with this request? yes
17. Have you submitted a list of adjoining property owners with this request? yes
18. I, or we, understand and agree that this application and drawing(s) are being filed in accordance with the Boone County Zoning Regulations.

Applicant's Signature: Bill Musky, Managing Agent City of Florence
Property Owner's Signature: Bill Musky, City of Florence

(over) Owner: City of Florence by Deane & Whalen Mayor

**BOARD OF ADJUSTMENT AND
ZONING APPEALS ACTION
APPLICATION
PAGE 2**

SECTION B (To be completed by the Boone County Planning Commission Staff)

- 1. Date Received 2-22-01 Fee Received \$526.00 RA-20840
- 2. Is application complete? _____ Yes _____ No
- 3. Staff Reviewer Lara Robertson
- 4. Scheduled Board Action Date _____
- 5. Board Action:
 - Approved**
 - Approved with Conditions (See #6)**
 - Denial (See #7)**
- 6. Conditions of Approval: See CLR
- 7. Reasons for Denial: _____

Boone County Planning Commission
 2995 Washington Street
 Burlington, Kentucky 41005
 (859) 334-2196 - Phone
 (859) 334-2264 - Fax
 plancom@boonecountyky.org - E-mail

 www.boonecountyky.org

NOTE: See Boone County Planning Commission Fee Schedule for Board of Adjustment Fees.

Site Plan Review is not granted by the appropriate Board of Adjustment.

An application consists of all fees paid in full, submitted drawings and a completed application form.

STAFF REPORT

APPLICANT: AmeriPride Services, Inc.
LOCATION: 7360 Industrial Road
Boone County, Kentucky
ZONING: Industrial Two (I-2)
DATE: March 14, 2001

Proposal

The applicant is requesting a variance to allow a reduction in the rear yard setback from thirty feet (30') to twenty-five feet (25'). The variance is requested in order to construct a 8,300 square foot addition to an existing laundry processing facility (containing 24,000 sq. ft.) for a total of 32,300 square feet. The addition will house the fleet garage currently contained in the existing building. The 3.8 acre site is located at 7360 Industrial Road in Northern Kentucky Industrial Park and is zoned Industrial Two (I-2).

The applicant submitted Exhibits A, B, C, and D as part of the application.

Exhibit A - List of adjacent property owners.

Exhibit B - Deed for the property.

Exhibit C - Description of variance request.

Exhibit D - Site plan for the property.

Surrounding Land Uses and Zoning

All adjacent property is zoned Industrial Two (I-2) and is located within Northern Kentucky Industrial Park. Adjacent industrial uses are located in similar industrial buildings and are as follows: Vacant building previously housing Boston Gear (north), Dorning Supply Company (east), Crescent Paper and Tube (south), and Red River Cap Company (west).

Applicable Regulations

Article 2, Section 250 of the Boone County Zoning Regulations states that the Board of Adjustment and Zoning Appeals shall have the power to hear and decide on applications for variances. A variance is defined as a departure from the dimensional terms of the zoning regulation pertaining to the height, width, or location of structures, and the size of yards and open spaces where such departure meets the requirements of KRS 100.241 to 100.247.

Article 2, Section 271 of the Boone County Zoning Regulations states, "If any lot of record does not meet the minimum square footage requirements that are generally applicable in the district wherein said lot is located, and that lot existed at the effective date of adoption or

amendment of this order, the owner may develop that lot in conformance with the dimensional (square footage) regulations, including front yard setback requirements, previously in effect.”

Article 2, Section 274 of the Boone County Zoning Regulations states, “Where a lawful structure exists at the effective date of adoption or amendment of this order that could not be built under the terms of this order by reason or restrictions on intensity or size or lot coverage or height or bulk or setback, or other requirements concerning the structure, such structure may be continued so long as it remains otherwise lawful, subject to the following provisions: (1) No such non-conforming structure may be enlarged or altered in a way which increases its non-conformity, but any structure or portion thereof may be altered to decrease its non-conformity. (2) Should such structure be moved for any reason for any distance, it shall thereafter conform to the regulations in the district in which it is located after it is moved as otherwise provided in Kentucky Revised Statutes, Section 100.253 (2).”

Article 33, Section 3300 of the Boone County Zoning Regulations states, “Whenever a building or structure constructed after the effective date of this order is changed or enlarged in floor area, number of employees, number of dwelling units, seating capacity, or otherwise creates a need for an increase in the number of existing parking spaces, ***additional parking spaces shall be provided on the basis of the enlargement or change.***”

Article 33, Section 3312 of the Boone County Zoning Regulations requires two (2) parking spaces for the disabled where 26-50 spaces must be provided.

Article 33, Section 3325 of the Boone County Zoning Regulations requires one (1) parking space per 250 gfa of service space located in an I-2 district.

Article 37, Section 3705 of the Boone County Zoning Regulations, pertaining to landscape requirements for existing sites that are currently developed, states, “Improvements to an existing site that include building additions, vehicular use area expansions or load/unloading area expansion shall be required to bring only the new improvements into compliance with this Article (Article 37)”.

Article 37, Section 3745 of the Boone County Zoning Regulations requires buffer yards when one zoning district adjoins another zoning district. Table #1 under this heading requires a buffer of ten feet (10’) feet where an Industrial Two (I-2) district is adjacent to another Industrial Two (I-2) district, although no trees and shrubs are required. A waiver of these requirements can be obtained in accordance with Article 37, Section 3717 of the Boone County Zoning Regulations.

Variance Regulations

The Board should evaluate the applicant’s request as it relates to the criteria necessary for granting a variance as stated in Section 251 of the Boone County Zoning Regulations:

1. Before any variance is granted, the Board must find that the granting of the variance will not adversely affect the public health, safety or welfare, will not alter the essential character of the general vicinity, will not cause a hazard or a nuisance to the public, and will not allow an unreasonable circumvention of the requirements contained in the zoning regulations. In making these findings, the Board shall consider whether:

- a. The requested variance arises from special circumstances which do not generally apply to land in the general vicinity, or in the same zone;
 - b. The strict application of the provisions contained in the regulations would deprive the applicant of the reasonable use of the land or would create an unnecessary hardship on the applicant;
 - c. The circumstances are the result of actions of the applicant taken subsequent to the adoption of the zoning regulations from which relief is sought.
2. The Board shall deny any request for a variance arising from circumstances that are the result of willful violations of the zoning regulation by the applicant subsequent to the adoption of the zoning regulation from which relief is sought.

Staff Concerns/Comments

1. The side yard of the existing building and proposed addition shown on the concept plan is only fifteen feet (15') in width where current regulations require twenty feet (20'). For this reason, it is important to note that the construction of the existing building was approved in accordance with regulations previously adopted and may be developed (or structure expanded) in accordance with previous lot and setback requirements as stated in Section 271 of the Boone County Zoning Regulation (BCZR). Therefore, a side yard variance is not necessary.
2. The concept plan submitted as part of the variance application does not depict the construction of additional parking spaces or landscaping required in accordance with Articles 33 and 37 of the BCZR for the existing building and new addition. For this reason it is important to note that additional parking and buffer yards are required based on the enlargement or change of an existing building. Therefore, existing parking requirements must be reviewed and approved by the planning commission during the site plan stage in order to ensure that the existing use and the proposed 8,300 sq. ft. addition has the appropriate numbers of spaces. In addition, the new improvements (building addition and parking area) must be installed in compliance with the landscaping requirements contained in Article 37 of the BCZR.

Conclusion

KRS 100.241 and Section 250 of the Boone County Zoning Regulations gives the Boone County Board of Adjustment and Zoning Appeals the authority to grant the applicant's request for a variance. It is the staff's opinion that granting a five foot (5') rear yard variance will not adversely affect the public health, safety or welfare; will not alter the essential character of the general vicinity; will not cause a hazard or a nuisance to the public, and will not allow an unreasonable circumvention of the requirements of the zoning regulations if the following conditions are met:

1. Additional parking spaces (including handicapped parking stalls) are provided in accordance with Article 33, Sections 3312 and 3325 of the Boone County Zoning Regulations (BCZR).

2. That improvements to the site, including the addition to the building and new parking area, be brought into compliance with Article 37, Section 3705 of the BCZR concerning landscaping requirements.
3. A site plan depicting appropriate buffer yards, landscaping, parking, signage, etc, must be reviewed and approved by the staff of the Boone County Planning Commission in accordance with Article 30 of the Boone County Zoning Regulations.

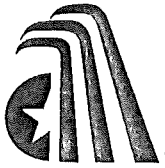
Respectfully submitted,



Lara B. Robertson, AICP

Attachments

- Exhibit A - List of adjacent property owners.
- Exhibit B - Deed for the property.
- Exhibit C - Description of variance request.
- Exhibit D - Site plan for the property.
- Exhibit E - Site Vicinity Map.
- Exhibit F - Zoning Map.



AmeriPride LINEN AND APPAREL SERVICES

7360 Industrial Road
Florence, Kentucky 41042-2912
Phone 859/371-4037
Fax 859/282-5873

Exhibit A

February 20, 2001

**Attachment to Variance Request For AmeriPride Services, Inc.
Located at 7360 industrial Rd., Florence, KY 41042
Phone 859-371-4037 Managing agent: Bill Muske**

Adjoining Property Owners to Ameripride Services

1. Red River Cap Company, 7370 Industrial Rd., Florence, KY 859-283-2471
2. Dorning Supply Co., 7350 Industrial Rd., Florence, KY 859-525-0666
3. Crescent Paper and Tube, 7325 Industrial Rd., Florence, KY 859-371-0250
4. Irene Ruberg, 7970 Dixie Hwy, Florence, KY Unlisted?

Property Transfer Tax Paid \$ Exempt
Jerry W. Fouca, Clerk JWF DC

DEED

THIS DEED, made and entered into as of the 9th day of September, 1977, by and between BLUE GRASS SUPPLY, INC., a Kentucky Corporation, party of the first part, hereinafter termed the Grantor, and CITY OF FLORENCE, KENTUCKY, a municipal corporation, party of the second part, hereinafter termed the Grantee;

W I T N E S S E T H:

That for and in consideration of \$1.00, paid by the Grantee to the Grantor, and other good and valuable considerations, including the agreement of the Grantee to lease the site to the Grantor in accordance with a Contract of Lease and Rent of even date herewith, the receipt of which is hereby acknowledged by the Grantor, the Grantor has bargained, sold and conveyed, and by these presents does hereby bargain, sell, and convey unto the Grantee, its successors and assigns forever, in fee simple, with covenant of General Warranty, a certain tract or parcel of land situated on the North side of Industrial Road in the Northern Kentucky Industrial Park, near the City of Florence, in Boone County, Kentucky, and more particularly described as follows:

Group # 2049

BEGINNING at a point in the northerly right of way line of Industrial Highway, said point being the southwest corner of Parcel II of the grantor's property, as described in deed recorded in deed book 215 at page 615 of the Boone County Records; thence along the west line of said Parcel II, N 11°-08'-30"W 392.21 feet to the northwest corner of said Parcel II (1.40 acres); thence along the grantor's north line N 78°-51'-30"E 419.10 feet to a point; thence through the land of the grantor S 10°-51'-30"E 402.21 feet to a point in the northerly right of way line of Industrial Highway; thence along the northerly right of way line of Industrial Highway S 78°-51'-30"W 167.07 feet, N 11°-08'-30"W 10.00 feet, and S 78°-51'-30"W 250.04 feet to the place of beginning.

BEING ~~the~~ the same property acquired by Blue Grass Supply, Inc., by Deed dated SEPTEMBER 7, 1977, and recorded in Deed Book 236, Page 37, in the office of the County Clerk of Boone County, Kentucky.

The Grantor further covenants that it is lawfully seized of the estate hereby conveyed, has full right and power to convey the same and that said property is free of all encumbrances, except the following:

1. All taxes due and owing to the State of Kentucky and County of Boone, which have been assessed and have become a lien against the above described property prior to the date on which this Deed is executed as set out below, regardless of when same will become payable, all of which taxes are hereby assumed and agreed to be paid by the Grantor.

2. Restrictions, easements and/or rights-of-way of record, being such as have been determined will not interfere with the use of the premises as an industrial building project within the meaning of KRS 103.200-285.

IN TESTIMONY WHEREOF, witness the signature of the Grantor as of the date first hereinabove written, duly authorized by resolution of its Board of Directors.

BLUE GRASS SUPPLY, INC.

Attest:

By Hugh J. Whitaker
President

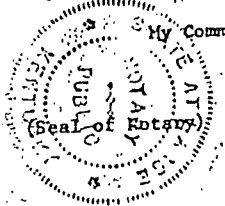
John Hoh
Secretary
(Seal)

STATE OF KENTUCKY)
) SS
COUNTY OF)

I, the undersigned, a notary public within and for the above-named State and County, do hereby certify that the foregoing Deed from BLUE GRASS SUPPLY, INC., to the CITY OF FLORENCE, Kentucky, was on this day produced to me in said County by HUGH WHITAKER, President of BLUE GRASS SUPPLY, INC., and by JOHN HOH, Secretary thereof, who by me being first duly sworn, on their oaths deposed and said that on the date hereof they held the offices indicated above, and they were duly authorized to make, sign, execute and acknowledge the foregoing Deed for and on behalf of BLUE GRASS SUPPLY, INC., and do all things properly

to execute said Deed. Thereupon they did acknowledge same before me for and on behalf of BLUE GRASS SUPPLY, INC., to be its act and deed, in due legal form.

Given under my hand and notarial seal on this the 12th day of September, 1977.



My Commission expires: 2/21/78

Thomas J. Wehner
Notary Public, Kenton County, Kentucky

This instrument was prepared by RUBIN & HAYS, Suite 300, Fireside Building, 209 South Fifth Street Louisville, Kentucky 40202 - 585-2153.

By Joseph R. Rubin
Joseph R. Rubin

CERTIFICATE OF COUNTY CLERK AS TO RECORDING

I, JERRY W. ROUSE, Clerk of the County Court in and for the County of Boone, Kentucky, hereby certify that the foregoing Deed was on the 9th day of September, 1977, at 12:43 PM., E.D.T., filed in my office and has been recorded in Deed Book 236, Page 36, in said office.

WITNESS my hand and the Seal of the County this 9th day of September, 1977.

(County Seal)

JERRY W. ROUSE
County Clerk
By Barbara D. [Signature] D.C.

Commonwealth of Kentucky }
Boone County, } Sec.

Clerk of the

JERRY W. ROUSE

I, JERRY W. ROUSE
County Court for the County aforesaid, do hereby certify that this instrument of writing from
ANTHONY T. DI BO and ALICE DI BO, his wife

to BLUE GRASS SUPPLY, Inc.

was, on the 12th day of September 1977, presented to me, in my office, ~~by said parties~~

~~and was duly admitted to record in my office by me, the Clerk of the County Court for the County aforesaid, and~~
left for record at 12:42 P.M.

Whereupon said deed, the foregoing

this certificate were duly admitted to record in my office.

Given under my hand this 12th day of September in the year 1977.

JERRY W. ROUSE Clerk.

[Signature] D. C.

Warranty Deed.

From

To

Acknowledged

Left for Record 9-12-77
12:42 P.M.
Recorded in Deed Book No. 236 (Page 3)
Tax Paid 24.00 PC
Fee 8.12 PC

J. D. PATE WILSON

hereunto set his hand... this 7th day of September in the year 1977

Teste:

Patricia A. Hogan
Mrs. Marie Walker

Anthony J. Di Bo
Alice Di Bo

State of Florida
County of Indian River

City of Vero Beach

I, Elizabeth R. Erni

in and for said County and State, do certify that the foregoing instrument of writing from Anthony T. Di Bo and Alice Di Bo, His wife

to Blue Grass Supply Inc. a Kentucky Corporation was this day produced to me by the parties, in said County and State, and then and there acknowledged by said Anthony T. Di Bo and Alice Di Bo, His wife

to be their act and deed.

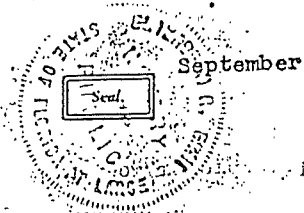
My commission expires the

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES APR 14 1978
BONDED THRU GENERAL INSURANCE UNDERWRITERS

day of A. D. 19

Given under my hand and seal of office, this 7th day

19 77

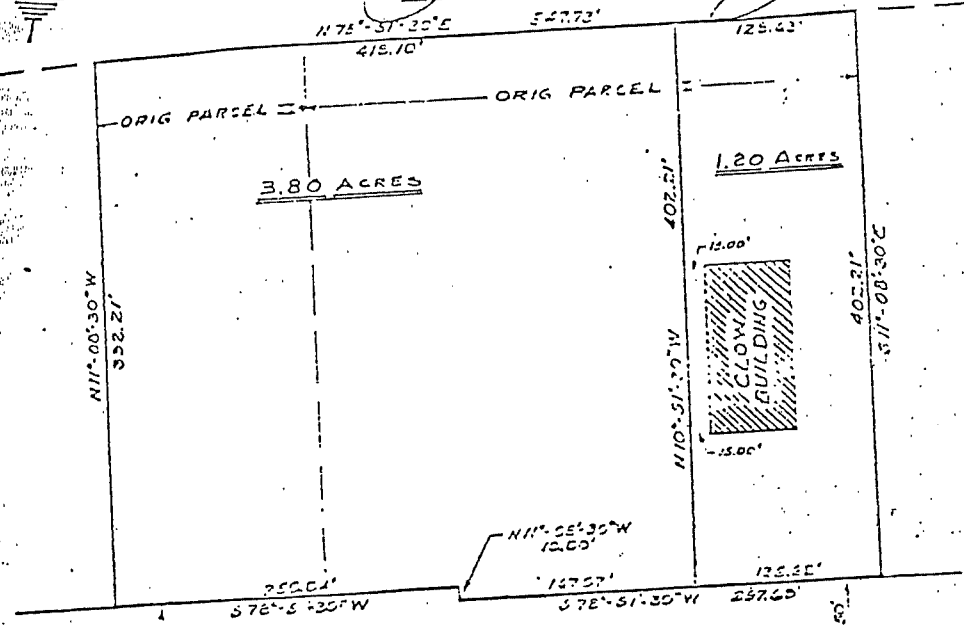


Elizabeth R. Erni
Notary Public

INSTRUCTIONS.—The acknowledgment out of Kentucky, and within the United States, must be before, and certified under his seal of office by, the Clerk of a Court, or his Deputy, or by a Notary Public, or Mayor of a city, or Secretary of State, or Commissioner of Deeds for Kentucky, or by a Judge under the seal of his court. The officer should state his official character in his certificate. No other certificate but the one is required.

I certify that I have examined the records of the Deeds and County Clerk, and to the best of my knowledge the property described on this plat represents the exact subdivision of the original property, other than platted subdivision lots, under the present ownership. I further certify that the property described on this plat is in compliance with applicable zoning regulations.

James W. Seeling
Land Surveyor, Ky. Registration No. 206



INDUSTRIAL

HIGHWAY

APPROVED BY THE BOONE COUNTY PLANNING COMMISSION FOR RECORDING PURPOSES ONLY.

BY: *[Signature]*
DATE: 9-9-77

STATE OF KENTUCKY
JAMES W. SEELING
206
REGISTERED
LAND SURVEYOR

PLAT OF SURVEY
FOR ANTHONY & ALICE DIED
INDUSTRIAL HIGHWAY
FLORENCE, KENTUCKY
JAMES W. SEELING
Aug. 1977 22 P. L. S. No. 206

1. All taxes due and owing to the State of Kentucky and County of Boone, which have been assessed and have become a lien against the above described property prior to the date on which this Deed is executed as set out below, regardless of when same will become payable, all of which taxes are hereby assumed and agreed to be paid by the Grantors.

2. Restrictions, easements and/or rights-of-way of record, being such as have been determined will not interfere with the use of the premises as an industrial building project within the meaning of KRS 103.200-285.

Together with all the Privileges and Appurtenances to the same belonging.

To have and to hold the same to the said BLUE GRASS SUPPLY INC. their heirs and assigns forever, the Grantors, their heirs, executors and administrators, hereby Covenanting with the grantee their heirs and assigns, that the Title so conveyed is Clear, Free and Unincumbered, and that they will Warrant and defend the same against all legal claims whatsoever.

24.00
SHE

Know All Men by These Presents:

That ANTHONY T. DI BO and ALICE DI BO, His wife

for and in consideration of Twenty-Four Thousand and No/100 ONE DOLLAR (\$1.00) and other good and valuable considerations

to them paid by Blue Grass Supply Inc. a Kentucky Corporation with its home office located at 124 Pike Street, Covington, Kentucky.

the receipt whereof is hereby acknowledged, do we hereby Bargain, Sell and Convey to the said Blue Grass Supply Inc. their

heirs and assigns forever, the following described Real Estate, to-wit:

a certain tract or parcel of land situated on the North side of Industrial Road in the Northern Kentucky Industrial Park, near the City of Florence, in Boone County, Kentucky, and more particularly described as follows:

↳ Rev P # 3649

BEGINNING at a point in the northerly right of way line of Industrial Highway, said point being the southwest corner of Parcel II of the grantor's property, as described in deed recorded in deed book 215 at page 615 of the Boone County Records; thence along the west line of said Parcel II, N 11°-08'-30"W 392.21 feet to the northwest corner of said Parcel II (1.40 acres); thence along the grantor's north line N 78°-51'-30"E 419.10 feet to a point; thence through the land of the grantor S 10°-51'-30"E 402.21 feet to a point in the northerly right of way line of Industrial Highway; thence along the northerly right of way line of Industrial Highway S 78°-51'-30"W 167.07 feet, N 11°-08'-30"W 10.00 feet, and S 78°-51'-30"W 250.04 feet to the place of beginning.

BEING part of the same property acquired by Anthony T. Di Bo, ~~and~~, by Deed dated March 21, 1977, and recorded in Deed Book 234, Page 284, in the office of the County Clerk of Boone County, Kentucky.

*I certify this instrument prepared by
Jerry W. Fournier*

For Findings & Conclusions See Miss Bl 120 Pg 139

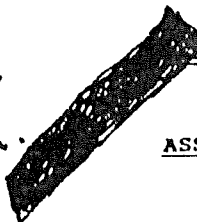
Agreement (the "Mortgage") from the Company to the County of Boone, Kentucky, an Assignment of Mortgage and Security Agreement and Loan Agreement (the "Assignment") from the County of Boone, Kentucky to The First National Bank of Cincinnati, as Trustee (the "Trustee"), and a Trust Indenture (the "Indenture") between the County of Boone, Kentucky and The First National Bank of Cincinnati, Cincinnati, Ohio, as Trustee,

BE IT ORDAINED BY THE FISCAL COURT OF COUNTY OF BOONE, COMMONWEALTH OF KENTUCKY, AS FOLLOWS:

Section 1. It is hereby found and determined that the financing of the "industrial building" facilities constituting the Project and referred to in the Agreement and Mortgage and presented to this Fiscal Court, the issuance and sale of a \$1,500,000 Industrial Building Revenue Bond, Series 1985 of the County of Boone, Kentucky (the "Series 1985 Bonds"), the use of the net proceeds thereof for the acquisition, construction and equipping of such industrial building facilities, the payment of principal of, premium, if any, and interest on such Series 1985 Bonds from loan payments pursuant to the Agreement, and the securing of said Series 1985 Bonds by the pledge of payments made under such Agreement and by a lien on such industrial building facilities pursuant to the Mortgage, and the assignment of such security to the Trustee pursuant to the Indenture and Assignment, all as previously presented to this Fiscal Court, will be of benefit to the health and welfare of the County of Boone, Kentucky, and its citizens and complies with the purposes and provisions of the Act.

60/37

2114
Kendy Rd
Cwi.



ASSIGNMENT OF LEASE
AND
ASSUMPTION AGREEMENT

THIS AGREEMENT is made this 12th day of September, 1985,
between BLUE GRASS SUPPLY, INC., (Blue Grass) as Tenant Assignor
and AMERICAN LINEN SUPPLY CO., (American Linen) as Assignee.

371-
4037

WHEREAS, Blue Grass holds certain rights and privileges as
set forth in a Contract of Lease and Rent by and between the City
of Florence, Kentucky and Blue Grass Supply, Inc., dated August 1,
1977 and recorded in Miscellaneous Book 80, Page 8 of the Boone
County Clerk's records at Burlington, Kentucky.

WHEREAS, Said Contract for Lease and Rent refers to a
forecloseable mortgage lien as security to the City of Florence,
said lien set forth in a Mortgage Deed of Trust between the City
of Florence and the First National Bank and Trust Company of
Covington, Kentucky, Trustee, dated August 1, 1977 and recorded in
Mortgage Book 220, Page 1 of the Boone County Clerk's records at
Burlington, Kentucky; and

WHEREAS, American Linen desires to purchase all right, title
and interest held by Blue Grass subject to the Mortgage Deed of
Trust referred to above;

7360
Industrial Rev
Florence, Ky.
(Rod Johnson)

NOW, THEREFORE, In consideration of the premises and of the mutual covenants herein set forth and for the sum of Six Hundred Eighty-Six Thousand (\$686,000.00) Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, it is agreed:

1. Blue Grass Supply, Inc., hereby sells, assigns, and transfers to American Linen Supply Co., as Assignee, any and all of Blue Grass Supply, Inc.'s right, title and interest in and to the Lease referred to above.

2. American Linen Supply Co., hereby accepts the foregoing sale, assignment and transfer subject to the terms and conditions of the Lease and Mortgage Deed of Trust referred to above, and specifically promises and agrees to pay all rents and sums due thereunder to faithfully perform all covenants, stipulations, agreements and obligations under said Lease and Mortgage Deed of Trust accruing on or after September 12, 1985, or otherwise thereafter. American Linen Supply Co., Assignee, specifically agrees that it will not permit any activity which would result in the operation on the leased premises other than as an industrial building within the definition of Section 103.200 of the Kentucky Revised Statutes. Assignee shall indemnify and save Assignor harmless from any and all claims, demands, actions, causes of action, suits, proceedings, damages, liabilities and costs and expenses of every nature whatsoever, including reasonable attorney's fees and relating to the Lease or the premises demised thereunder arising on or after September 12, 1985.

3. The Assignor warrants that it will continue to uphold any provision of the bond covenants which may continue to apply to it after the date of this assignment of its leasehold interests.

4. The Assignee warrants it will comply with all of the covenants of the bond documents which may apply to it as assignee.

5. This Agreement shall be binding upon the successors and assigns of the parties. The parties shall execute and deliver such further and additional instruments, agreements, and other documents as may be necessary to evidence or carry out the provisions of this Agreement.

BLUE GRASS SUPPLY, INC.

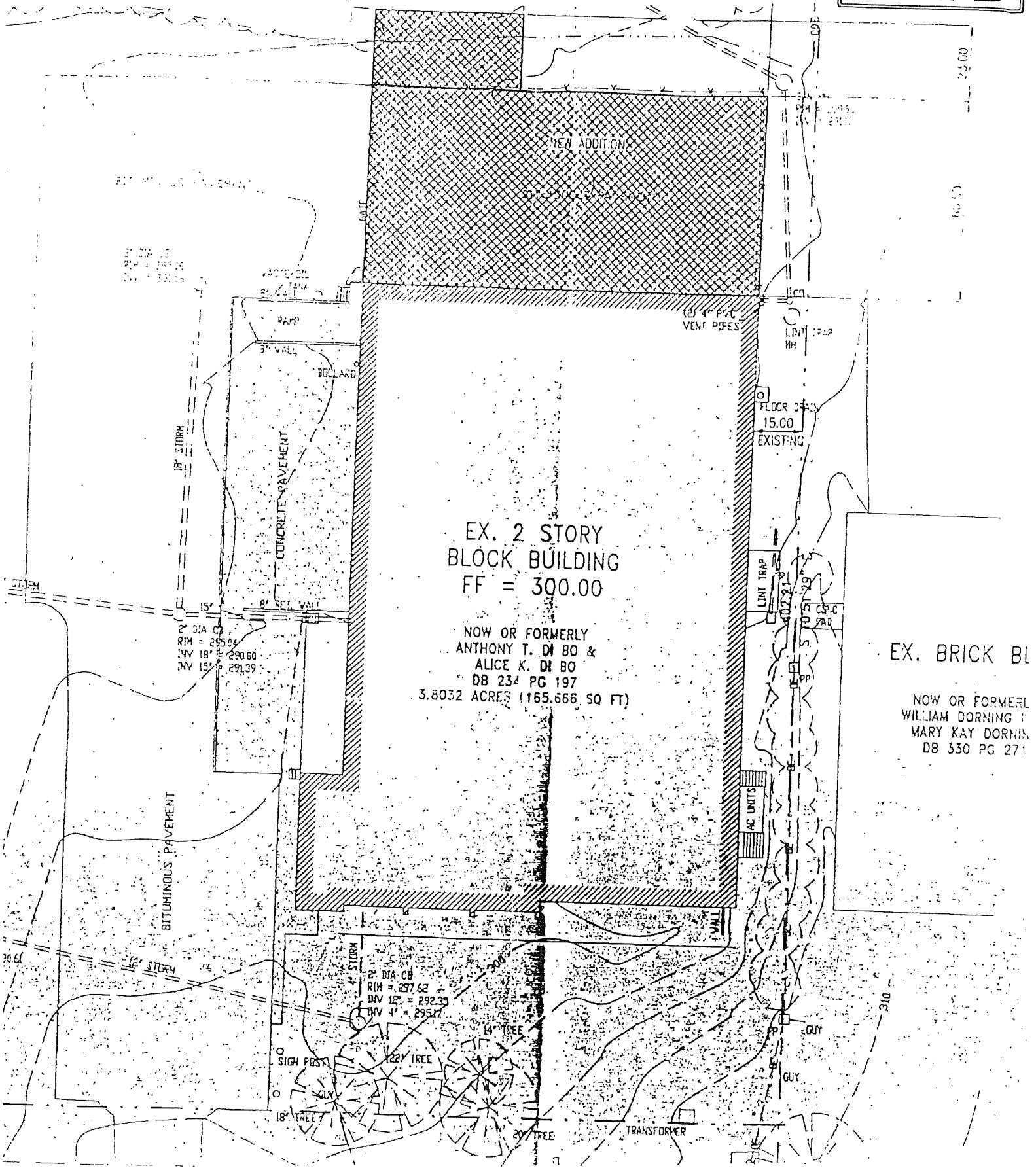
By: Hugh Whitaker
Hugh Whitaker, President

STATE OF Kentucky

COUNTY OF Kenton

The foregoing instrument was acknowledged before me this 12th day of September, 1985, by HUGH WHITAKER, President, Blue Grass Supply, Inc., a Kentucky corporation, on behalf of the corporation.

Joseph L. Baker
NOTARY PUBLIC
My Commission Expires: 12/12/85
STATE of Ky



EX. 2 STORY
BLOCK BUILDING
FF = 300.00

NOW OR FORMERLY
ANTHONY T. DI BO &
ALICE K. DI BO
DB 234 PG 197
3.8032 ACRES (165,666 SQ FT)

EX. BRICK BL
NOW OR FORMERLY
WILLIAM DORNING &
MARY KAY DORNING
DB 330 PG 271

2" DIA CB
RIM = 295.04
INV 19" = 290.80
INV 15" = 291.39

2" DIA CB
RIM = 297.62
INV 12" = 292.33
INV 4" = 295.17

FLOOR CEILING
15.00
EXISTING

4" PVC
VENT PIPES

LINT TRAP

5" GAS
5" WATER
5" SEWER

AC UNITS

TRANSFORMER

SIGN POST

12" TREE

18" TREE

14" TREE

20" TREE

GUY

GUY

DIC

17.75M

30.64

00.52

01.90

BIT. PAVEMENT

ACCESS
RAMP

5' WALL

BOLLARD

CONCRETE PAVEMENT

18" STORM

15'

8" VENT VALV

15'

BITUMINOUS PAVEMENT

18" STORM

WALL

LINT TRAP

MH

FLOOR CEILING

15.00

EXISTING

LINT TRAP

5" GAS

5" WATER

5" SEWER

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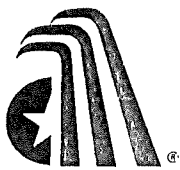
PP

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1" DIA CB
RIM = 295.04
INV 19" = 290.80
INV 15" = 291.39



AmeriPride LINEN AND APPAREL SERVICES

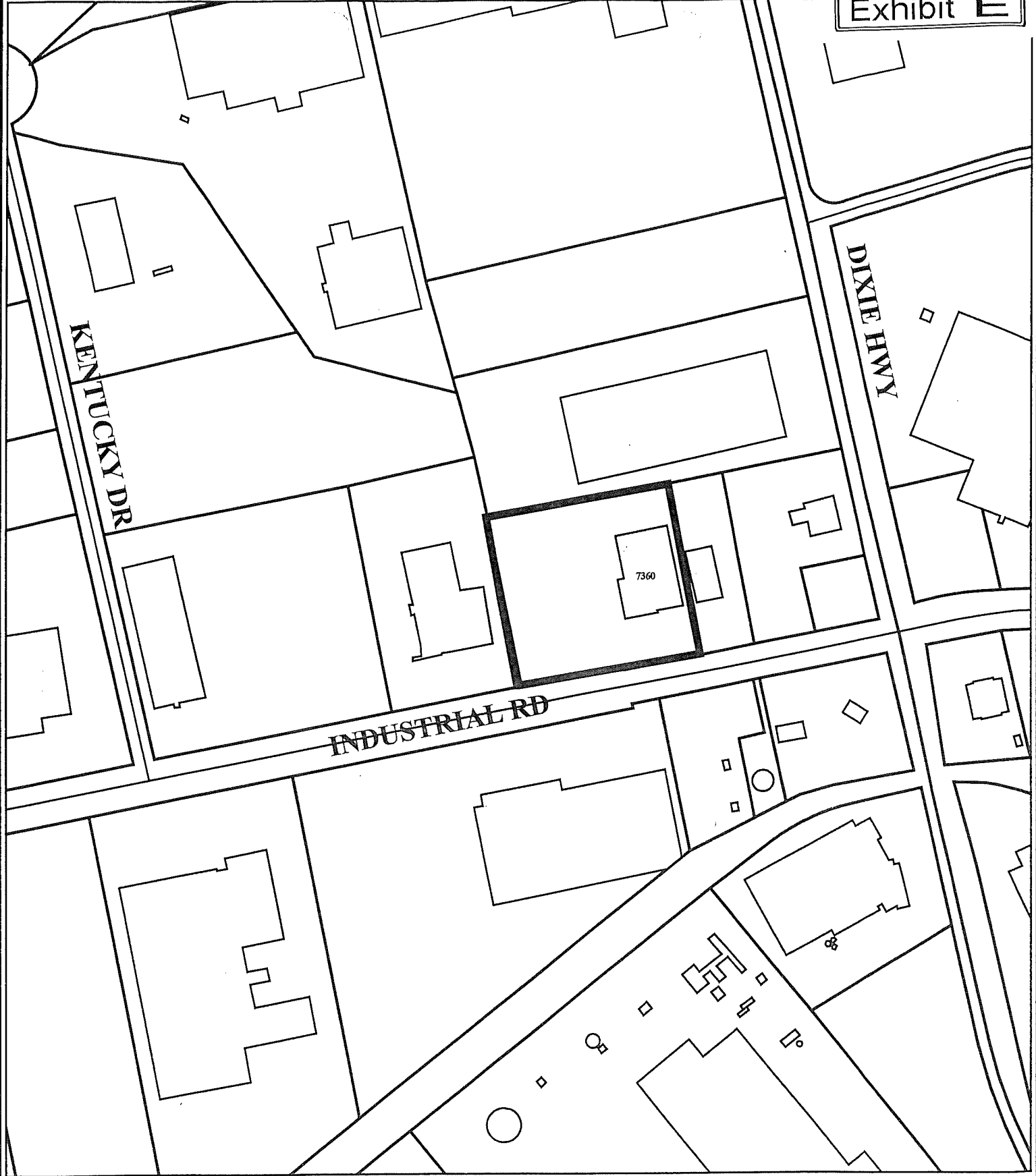
7360 Industrial Road
Florence, Kentucky 41042-2912
Phone 859/371-4037
Fax 859/282-5873

February 20, 2001

Variance Request – The current rear property setback requirement is 30', we are requesting a variance that would reduce our setback to 25 feet for a length of 50' at the rear of our property.

Our request for variance is based upon several issues:

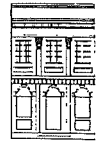
1. The local Sanitation District has required us to install a Water Pretreatment System. The only possible place is on the rear of our building. This will change the configuration of our building and layout, finally forcing us to move our fleet garage to the outside of our building for efficiency. The Fleet garage will extend beyond the 30 foot setback requirement.
2. Rear of property is wooded and would remain as is, would not affect aesthetics to adjoining neighbors.
3. Currently Northern Kentucky Industrial Park Planning Commission requires only a 15 foot setback from the rear of the building.
4. There are no easements affected by the addition.
5. Only 50 feet of the addition (180 total length) at the rear of building would be within the 30 foot setback requirement, and would only be 5 feet inside of the rear setback requirements.

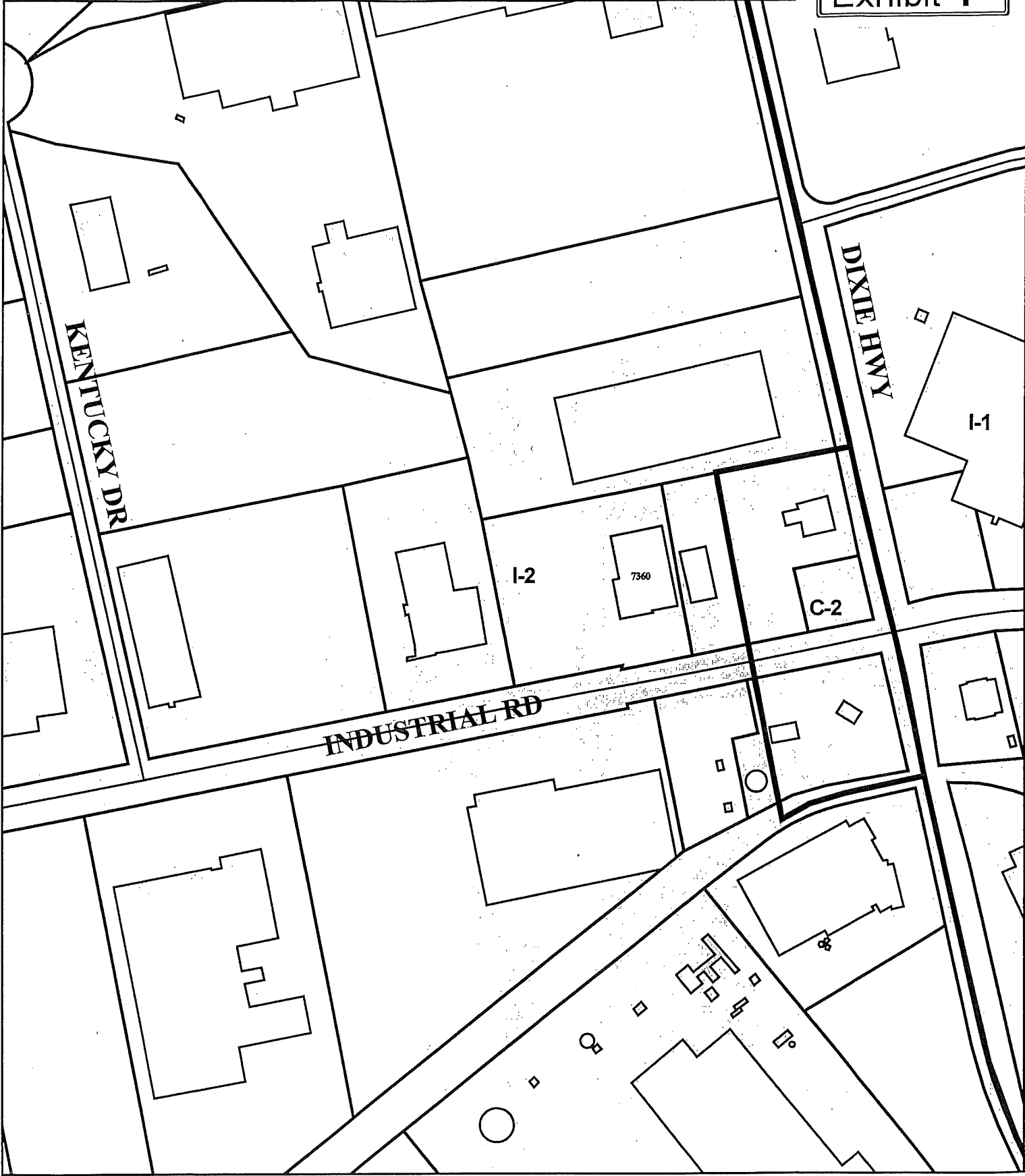


AmeriPride Services Site Vicinity Map

300 0 300 Feet

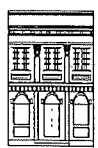
1 inch equals 300 feet
Produced by the
Boone County Planning Commission
GIS Services Division
March 2, 2001





300 0 300 Feet

1 inch equals 300 feet
 Produced by the
 Boone County Planning Commission
 GIS Services Division
 March 2, 2001



AmeriPride Services Zoning Map

COPY

CLUR #01-BCBOA-011-A

CERTIFICATE OF LAND USE RESTRICTION

1. NAME AND ADDRESS OF PROPERTY OWNER(S)
AmerPride Services, Inc.
901 Marquette Avenue South, Suite 2500
Minneapolis, MN 55402

2. ADDRESS OF PROPERTY
7360 Industrial Road
Florence, KY 41042
3. NAME OF SUBDIVISION OR DEVELOPMENT (if applicable)
AmeriPride Services, Inc.

4. DEED BOOK 215 PAGE NO. 615 GROUP NO. 2049A

5. TYPE OF RESTRICTION(S) (Check all that apply)

 Zoning Map Amendment: Conditional Use Permit
 From To

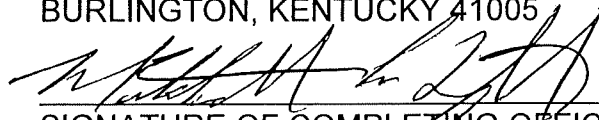
 Development Plan Conditional Zoning

 Subdivision Plat Other:
 (Not Recorded)

 Variance

6. NAME AND ADDRESS OF PLANNING COMMISSION, BOARD OF ADJUSTMENT, LEGISLATIVE BODY OR FISCAL COURT WHICH MAINTAINS THE ORIGINAL RECORDS CONTAINING THE RESTRICTION

BOONE COUNTY PLANNING COMMISSION
2995 WASHINGTON STREET
BURLINGTON, KENTUCKY 41005

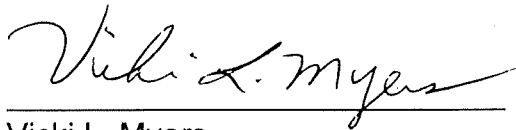

SIGNATURE OF COMPLETING OFFICIAL

Mitchell A. Light, Asst. Zoning Administrator
Name and Title of Completing Official

COMMONWEALTH OF KENTUCKY

COUNTY OF BOONE

Subscribed, sworn to, and acknowledged before me by Mitchell A. Light on behalf of the
Boone County Planning Commission this 21 day of March, 2001.



Vicki L. Myers
NOTARY PUBLIC, State at Large

My commission Expires:
April 17, 2003

This instrument was prepared for recording purposes only by:



Debbie A. Warning
Boone County Planning Commission
2995 Washington Street
Burlington, Kentucky 41005

NO TITLE EXAMINATION

(Legal Description and source of Title and Group Number furnished by the applicant.)

CONDITIONS OF APPROVAL

The following Conditions of Approval apply to the Variance approved by the Boone County Board of Adjustments and in accordance with the current zoning in effect as of March 14, 2001 Certificate of Land Use Restriction (#01-BCBOA-011-A), for AmeriPride Services, Inc., Property Owner(s).

The following conditions will apply:

1. Additional parking spaces (including handicapped parking stalls) be provided in accordance with Article 33, Sections 3312 and 3325 of the *Boone County Zoning Regulations*.
2. Improvements to the site, including the addition to the building and new parking area, be brought into compliance with Article 37, Section 3705 of the *Boone County Zoning Regulations* concerning landscaping requirements.
3. A Site Plan depicting appropriate buffer yards, landscaping, parking, signage, etc. be reviewed and approved by Staff in accordance with Article 30 of the *Boone County Zoning Regulations*.

The approved Variance as well as the preceding conditions apply to the property described in:

DEED BOOK 215

PAGE NO. 615

GROUP NO. 2049A