

Elam and Burke

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When Recorded Return to:

SPACE ABOVE THIS LINE FOR RECORDERS USE ONLY

THIS PROPERTY IS SUBJECT TO AN ENVIRONMENTAL COVENANT IMPOSING ACTIVITY AND USE LIMITATIONS PURSUANT TO THE UNIFORM ENVIRONMENTAL COVENANTS ACT, IDAHO CODE § 55-3001, et seq.

ENVIRONMENTAL COVENANT

This instrument is an Environmental Covenant ("Environmental Covenant") executed by AmeriPride Services Inc. and the Idaho Department of Environmental Quality ("Department") pursuant to the Uniform Environmental Covenants Act, Idaho Code §§ 55-3001 through 3015. Sun Belt Linens, Inc. was the listed former owner of the property which merged with AmeriPride Services Inc. on December 31, 1998 and now AmeriPride Services Inc. ("OWNER") is now the property owner. This Environmental Covenant sets forth protective provisions, covenants, restrictions and conditions (collectively referred to as "Activity and Use Limitations") on the Property described below. The Activity and Use Limitations are designed to protect natural resources, human health, and the environment. OWNER is a "holder" as defined in Idaho Code § 55-3002(6). OWNER, as the current property owner grants this Environmental Covenant to all signatories to this instrument.

Property. This Environmental Covenant concerns real property located at 538 Pershing Avenue, Pocatello, County of Bannock, State of Idaho, legally described as The West 121 feet of Lot 7 and the West 121 feet of the North 40 feet of Lot 8, Ideal Tracts, Bannock County, Idaho, W121' TR 7 W121' OF N40' TR 8 IDEAL TRACTS, Parcel Identification Number RPIDT001100 (hereafter referred to as "the Property"). The Property is legally described in the attached Schedule A. The Property is depicted in the map attached as Schedule B.

Property Ownership. OWNER hereby represents and warrants to the other signatories to this Environmental Covenant that it is the sole owner of the property, holds fee simple title to the property, and OWNER has the power and authority to enter into this Environmental Covenant.

Reason for Activity and Use Limitations. The Property described above was previously a linen cleaning/supply service location with onsite dry cleaning operations, and became contaminated with chlorinated solvents including tetrachloroethene ("PCE"). The dry cleaning operations had ceased prior to the time the Property was purchased in 1983. In December 2007, the OWNER entered the Property into the Department's Voluntary Cleanup Program. In May 2011, the

OWNER submitted a Voluntary Remediation Work Plan to the Department proposing soil vapor extraction ("SVE") as the selected remedial action for the Property. With the Department's approval, the SVE system was installed in 2011, began continuous operation in January 2012, and was shut down in August 2014. In October 2015, to address PCE concentrations at soil vapor monitoring point, SVP-1, the OWNER implemented a combination of soil excavation and in-situ chemical oxidation ("ISCO") with the Department's approval.

This Environmental Covenant is required because despite the remedial actions (SVE system, excavation, and ISCO), residual concentrations of chlorinated compounds remain in the soil and soil vapor underlying the Property. These concentrations are below the allowable risk-based concentration for commercial/industrial use as determined by the Department, therefore future use of the Property shall be limited to non-residential land use to protect human health and the environment.

Name and Location of Administrative Record. A copy of the AmeriPride Services Pocatello site (also known as the Gem Linen Supply site) documents can be found at the Idaho Department of Environmental Quality, State Office, at 1410 N Hilton, Boise ID. The site is identified as Voluntary Cleanup Program site Q8127X, with a TRIM record identification number of 2011BAV13.

Activity and Use Limitations. By acceptance and recordation of this Environmental Covenant, OWNER, and any successors in interest, are hereby restricted from using the Property, now or at any time in the future, as specifically set forth below:

1. The Property, and any portion thereof, may be used for commercial and industrial uses only. The Property shall not be used for residential purposes, or any permanently occupied human habitation (including hotels or motels), school, day care, or hospital use.

Breach and Cure of Activity and Use Limitations OWNER, or its successors in interest, shall be responsible for demonstrating that use on the Property is in conformity with the Activity and Use Limitations. If any event or action occurs that constitutes or may constitute a breach of the activity and use limitations, the Owner or any successors in interest, shall notify the Department within thirty (30) days of becoming aware of the event or action, and shall remedy the breach of the activity and use limitations within sixty (60) days of becoming aware of the event or action, or such other time frame as may be agreed to by the Owner or any successors in interest, and Department.

Amendment by Consent. The Environmental Covenant may be amended by consent pursuant to Idaho Code § 55-3010. Except for an assignment undertaken pursuant to a governmental reorganization, assignment of the Environmental Covenant to a new holder is an amendment.

Duration and Termination. The Activity and Use Limitations shall apply to the Property, or any subdivided portion thereof, in perpetuity unless terminated by court action as provided in Idaho Code § 55-3009 or by consent pursuant to Idaho Code § 55-3010. The OWNER, or its successors in interest, may seek consent to terminate the Activity and Use Limitations that apply to the Property, or any subdivided portion thereof, pursuant to Idaho Code § 55-3010, by demonstrating with the record before the Department that:

Contaminated soils and groundwater are at levels the Department deems in writing to be adequate for the Property to be developed for unrestricted use.

Provisions to Run With the Land. Each and all of the Activity and Use Limitations shall run with the land, and pass with each and every portion of the Property, and shall apply to and bind the respective successors in interest thereof. Each and all of the Activity and Use Limitations are imposed upon the entire Property unless expressly stated as applicable to a specific portion of the Property.

Concurrence of Subsequent Owners Presumed. All purchasers, lessees, or possessors of any portion of the Property shall be deemed by their purchase, leasing, or possession of such Property, to be in accord with the foregoing and to agree for and among themselves, and their successors, that the Activity and Use Limitations as herein established must be adhered to and that their interest in the Property shall be subject to the Activity and Use Limitations contained herein.

Recording/Filing of Environmental Covenant. This Environmental Covenant and any amendment or termination of the Environmental Covenant shall be recorded in the county recorder's office of every county in which any portion of the Property subject to the Environmental Covenant is located. The Environmental Covenant or any amendment or termination shall be recorded by OWNER, or its successors in interest, within ten (10) days of receipt of this Environmental Covenant signed by the Department. Within ten (10) days of the recording of this Environmental Covenant, or any amendment or termination, OWNER, or its successors in interest, shall provide to the Department a copy of this recorded Environmental Covenant, or any amendment or termination of this Environmental Covenant. Upon receipt of the copy of the recorded Environmental Covenant, and any amendment or termination therein, the Department shall post the copy of the fully executed instrument in the Registry as required by Idaho Code Section 55-3012(1). In addition, a copy of the recorded Environmental Covenant, or any amendment or termination, shall be provided by OWNER, or by its successors in interest, to the following persons: (a) each person that signed the Environmental Covenant; (b) each person holding a recorded interest in the Property; (c) each person in possession of the Property; (d) each municipality or other local government in which the Property is located; and (e) any other person the Department requires. The validity of the Environmental Covenant is not affected by failure to provide a copy of the Environmental Covenant as required under this section.

Compliance Reporting. Owner[s], or and any successors in interest, shall submit to the Department on an annual basis written documentation verifying that the activity and use limitations remain in place and their compliance with the activity and use limitations.

Enforcement. The Department and any party of the Environmental Covenant shall have authority to enforce the Activity and Use Limitations against OWNER or its successors-in-interest, including subsequent owners of the Property and any other person using the Property. Failure of OWNER, or its successor in interest, to comply with any of the Activity and Use Limitations set forth herein shall be grounds for the Department, or its successor, and/or any party to this Environmental Covenant to require that the Owner correct or remove any violations of this Environmental Covenant. Violation of this Environmental Covenant shall be grounds for the Department, or its successor, and/or any persons identified in Idaho Code § 55-3011 to file civil actions against the OWNER or its successors-in-interest, as provided by law or in equity,

including without limitation, the Uniform Environmental Covenants Act, Idaho Code § 55-3011.

Non-Waiver. No failure on the part of the Department or any holder at any time to require performance of any term of this Environmental Covenant shall be taken or held to be a waiver of such term or in any way affect the Department's or any holder's rights to enforce such term.

Property Access. The Department shall have a right of access to the Property at reasonable times for the purposes of evaluating compliance with this Environmental Covenant.

Notice of Conveyance of Property. Within thirty (30) days of the closing of any conveyance of the Property, or part thereof, the Conveyor of the Property, shall provide written notice to the Department and each municipality or other local government in which the Property is located, the name and address of all the then Owners and/or Occupants of the Property, or part thereof, conveyed. The Department shall not, by reason of this Environmental Covenant, have authority to approve, disapprove, or otherwise affect any conveyance of the Property except as otherwise provided by law.

Notices. All notices required or permitted to be given hereunder shall be in writing and mailed in the United States Mail, postage prepaid, by certified or registered mail, return receipt requested, to the appropriate address indicated below or at such other place or places as either OWNER or its successors, or the Department or its successors, may, from time to time, respectively, designate in a written notice given to the other. Notices which are deposited in the United States Mail in accordance with the terms of this provision shall be deemed received three (3) days after the date of mailing thereof.

OWNER: AmeriPride Services Inc.
ATTN: Mr. Randy Cook, Environmental Manager
10801 Wayzata Blvd.
Minnetonka, MN 55305

THE DEPARTMENT:
Idaho Department of Environmental Quality
ATTN: State Response Program Manager
1410 N. Hilton
Boise, ID 83706

Costs and Expenses. All costs of terminating this Environmental Covenant, including the cost of any remediation or abatement of any environmental condition related to Activity and Use Limitations pertaining to the Property, shall be borne by the party seeking such termination.

Partial Invalidity. If any portion of the Environmental Covenant or terms set forth herein is determined to be invalid for any reason, the remaining portion shall remain in full force and effect as if such invalidated portion had not been included herein.

Headings. Headings at the beginning of each section of this Environmental Covenant are solely for the convenience of the parties and are not a part of the Environmental Covenant.

Idaho Code References. All references to the Idaho Code sections include successor

provisions.

Reservation of Rights. Notwithstanding any provision of this Environmental Covenant, the Department retains all of its access and enforcement authorities under any applicable statute or rule. Nothing in this Environmental Covenant shall affect the Department's ability to enforce the terms of any voluntary consent order or other agreement relating to remediation of the Property entered into between the Department and OWNER or any other responsible party. Nothing in this Environmental Covenant shall affect the obligations of OWNER or any other responsible party under such voluntary consent order or other agreement. The Department's acceptance hereunder is based upon the information presently known or available to the Department with respect to the environmental condition of the Property, and the Department reserves the right to take appropriate action under applicable authorities in the event the Department determines new information warrants such action.

Effective Date. The effective date of this instrument shall be the date the fully executed Environmental Covenant is recorded at the county recorder's office.

Signature and Acknowledgments
Accepted:

Idaho Department of Environmental Quality

Signature: [Handwritten Signature]
Printed Name: John H. Tippets
Title: Director, Idaho Department of Environmental Quality
Date: April 9, 2017

State of Idaho)
) ss.
County of Ada)

On this 10 day of April, in the year 2017, before me, a Notary Public in and for said County and State, personally appeared John H. Tippets, known or identified to me to be the Director of the Idaho Department of Environmental Quality that executed this Environmental Covenant, and acknowledged to me that the Idaho Department of Environmental Quality executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Notary Public for Idaho: Rosie M. Winge
Residing at: ampa, Idaho
Commission Expires: 11/21/2020

Signature and Acknowledgments

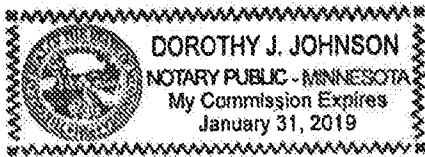
Accepted:

Property Owner: AmeriPride Services Inc.

Signature: *Theresa Schultz*
 Printed Name: Theresa Schultz
 Title: Secretary + General Counsel
 Date: 4/10/17

State of Minnesota, County of Hennepin

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Notary Public for Minnesota: *Dorothy Johnson*
 Residing at: *12345 Main St*
 Commission Expires: 1/31/19

SCHEDULE A1

TITLE POLICY

Lawyers Title Insurance Corporation

NATIONAL HEADQUARTERS
RICHMOND, VIRGINIA Order No. 1-40767-G
STANDARD COVERAGE POLICY

SCHEDULE A

AMOUNT

\$50,000.00

EFFECTIVE DATE

April 11, 1983
at 1:58 p.m.

INSURED

SUN BELT LINENS, INC.

1. The title to the fee simple estate or interest in the land described below is at the date hereof vested in:

SUN BELT LINENS, INC.

2. The land referred to in this policy is described as follows:

The West 121 feet of Lot 7 and the West 121 feet of the North 40 feet of Lot 8, Ideal Tracts, Bannock County, Idaho, as the same appears on the official plat thereof, filed in the Office of the County Recorder of Bannock County, Idaho...

Countersigned
AMERICAN LAND TITLE COMPANY


Authorized Officer or Agent

Issued at: Pocatello, Idaho

Page 1 of Sched. A-Pol No. 74-00-004811

Lawyers Title Insurance Corporation

NATIONAL HEADQUARTERS
RICHMOND, VIRGINIA

STANDARD COVERAGE POLICY

SCHEDULE B

This policy does not insure against loss or damage by the reason of the following:

PART I

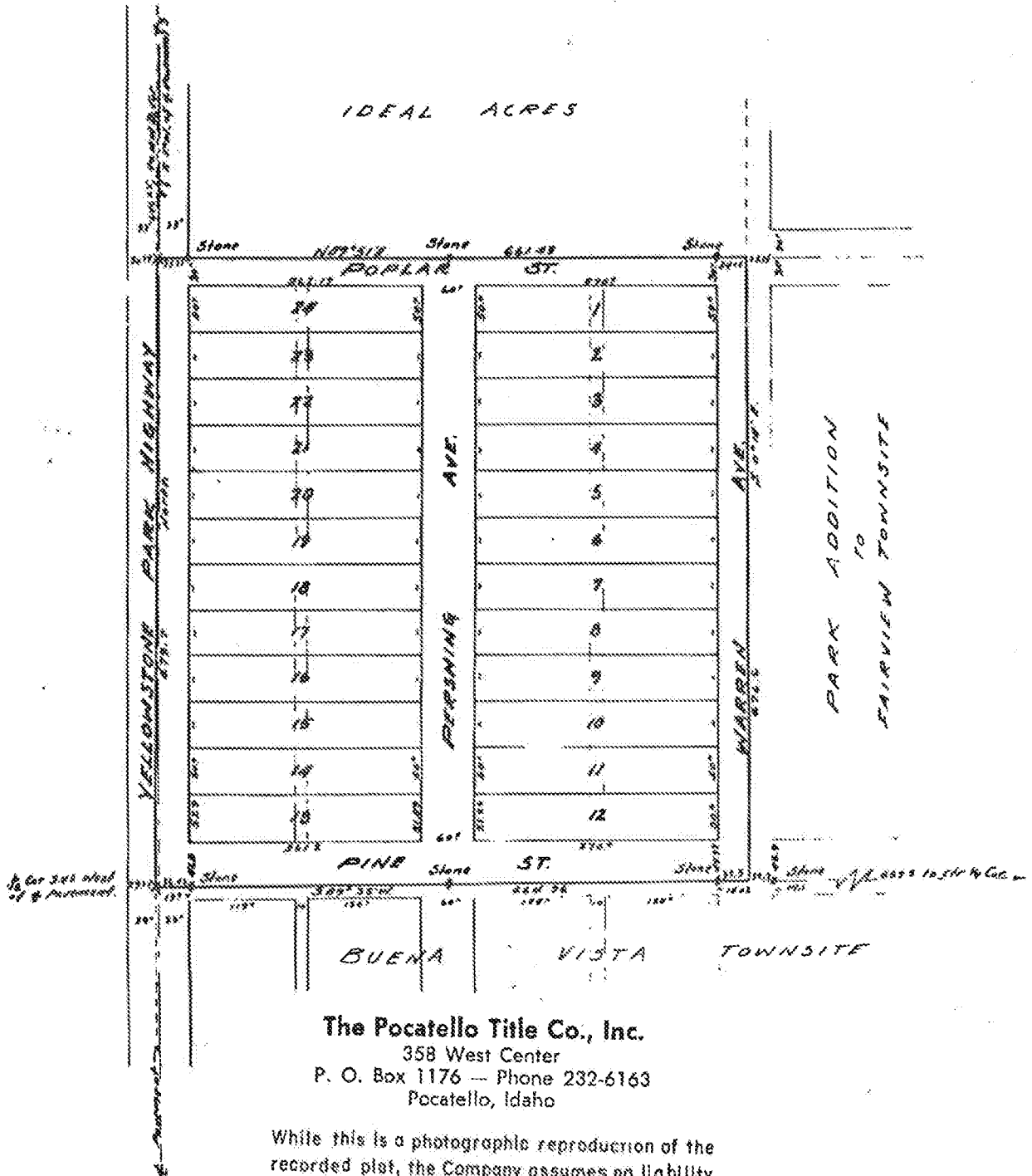
1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. Easements, claims of easement or encumbrances which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.

PART II

1. Taxes for the year 1983 and subsequent years.
2. Deed of Trust from Gary L. Steed and Leslee Steed, husband and wife to American Land Title Company, trustee for Leland H. Pack and Eva R. Pack, husband and wife, beneficiary, to secure the payment of \$21,800.00 together with interest and any other obligations secured thereby, recorded March 23, 1978, in Book 316, No. 596159.

IDEAL TRACTS

SUBDIVISION IN W $\frac{1}{2}$ SE $\frac{1}{4}$ NW $\frac{1}{4}$ SEC. 23 T6S. R34E. B.M.



SCHEDULE A2
WARRANTY DEED

WARRANTY DEED

For Value Received Patterson Investment Company, a Limited Partnership

705618

the grantor, do es hereby grant, bargain, sell and convey unto Sun Belt Linens, Inc., a Texas Corporation

whose current address is 47 South 9th Street - Minneapolis, MN 55402

the grantee, the following described premises, in...BANK...County Idaho, to wit:

The West 121 feet of Lot 7 and the West 121 feet of the North 40 feet of Lot 8, UNREG. TRACTS, Bannock County, Idaho, as the same appears on the official plat thereof, filed in the office of the County Recorder of Bannock County, Idaho...

SUBJECT TO THAT CERTAIN DEED OF TRUST recorded March 23, 1978 under instrument no. 596159 IN WHICH THE GRANTEE ASSUMES AND AGREES TO PAY.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, their heirs and assigns forever. And the said Grantor do hereby covenant to and with the said Grantee, that they are the owner in fee simple of said premises; that they are free from all incumbrances except those of record

and that he will warrant and defend the same from all lawful claims whatsoever.

Dated: April 11, 1983

Signature lines for Patterson Investment Company and Sun Belt Linens, Inc.

STATE OF IDAHO, COUNTY OF BANNOCK

On this 11th day of April, in the year 1983, before me Albert Fogel, personally appeared James E. Patterson, known to me to be the person whose name is subscribed to the within instrument as the attorney in fact of Suzann H. Patterson, General Partner in the partnership of Patterson Investment Company, and acknowledged to me that he subscribed the name of Suzann H. Patterson thereto as principal, and his own name as attorney in fact, in said partnership name.

Signature of Albert Fogel, Notary Public

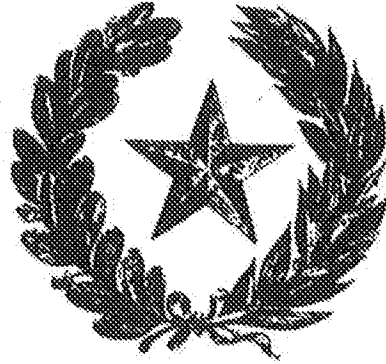
NO 705618 American Land Title Co. 83 APR 11 P1:58

Notary seal and signature area for American Land Title Co.

Residing at: Postville, Idaho

Recorded by the AMERICAN LAND TITLE CO.

SCHEDULE A3
MERGER OF SUN BELT LINENS AND AMERIPRIDE
SERVICES INC.



The State of Texas

SECRETARY OF STATE CERTIFICATE OF MERGER

The undersigned, as Secretary of State of Texas, hereby certifies that the attached Articles of Merger of

SUN BELT LINENS, INC.
(a Texas corporation)

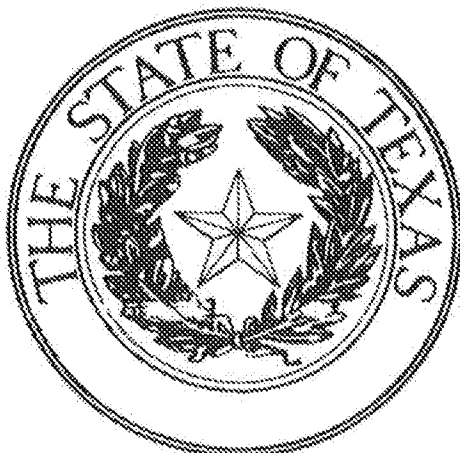
with

AMERIPRIDE SERVICES, INC.
(a Delaware no permit entity)

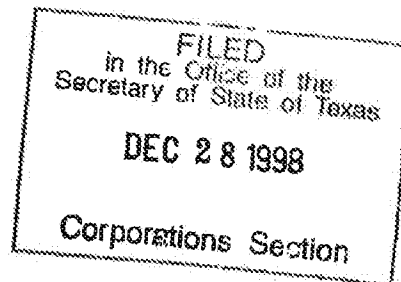
have been received in this office and are found to conform to law. ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the Secretary by law, hereby issues this Certificate of Merger.

Filed DECEMBER 28, 1998

Effective DECEMBER 31, 1998 4:00 P.M.



Alberto R. Gonzales
Secretary of State



**ARTICLES OF MERGER OF
SUN BELT LINENS, INC. INTO
AMERIPRIDE SERVICES INC.**

Pursuant to the provisions of Article 5.16 of the Texas Business Corporation Act, the foreign parent business corporation hereinafter named does hereby adopt the following articles of merger for the purpose of merging its Texas wholly-owned subsidiary corporation with and into said foreign parent corporation.

1. The name of the parent corporation is AmeriPride Services Inc., a Delaware corporation (the "Parent").
2. The name of the subsidiary corporation is Sun Belt Linens, Inc., a Texas corporation (the "Subsidiary").
3. The number of outstanding shares of the Subsidiary is 10,000, all of which are of one class, and all of which are owned by the Parent.
4. The following is a copy of the resolution to merge the Subsidiary with and into the Parent (the "Merger") as adopted by the Board of Directors of the Parent on December 9, 1998:

RESOLVED, that this Corporation, as the owner of all of the outstanding shares of Sun Belt Linens, Inc., a Texas corporation (the "Subsidiary Corporation"), does hereby merge with and into this Corporation (the "Merger").

RESOLVED, that the Board of Directors and the appropriate officers of the this Corporation are hereby authorized to take any and all action and to execute, deliver and file any and all instruments which shall be or become necessary to carry out or put into effect any of the provisions of the Merger."

5. The approval of the Plan of Merger was duly authorized by all action required by the laws of the State of Delaware.
6. The address of the registered office of the Parent in the State of Delaware is Corporation Trust Company, 1209 Orange Street, Wilmington, Delaware 19801.
7. After the effective time of the Merger, the Parent shall hereby be responsible for the payment of all fees and franchise taxes of the Subsidiary as required by the laws of the State of Texas.
8. The Merger shall take effect in the State of Texas at 4:00 p.m. on December 31, 1998

IN WITNESS WHEREOF, AmeriPride Services Inc. has caused this certificate to be executed by, Lawrence G. Steiner, its President attested by Rojean Rada, its Secretary, this 23 day of December, 1998.

AmeriPride Services, Inc.



Lawrence G. Steiner
President

ATTEST:

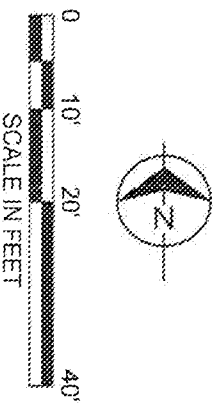
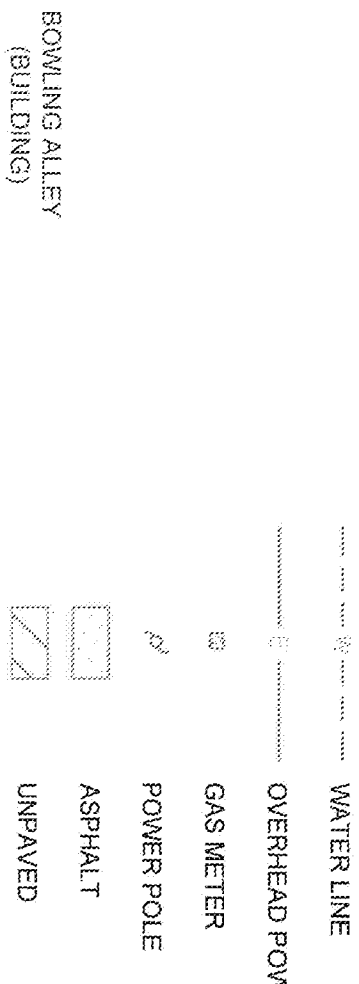
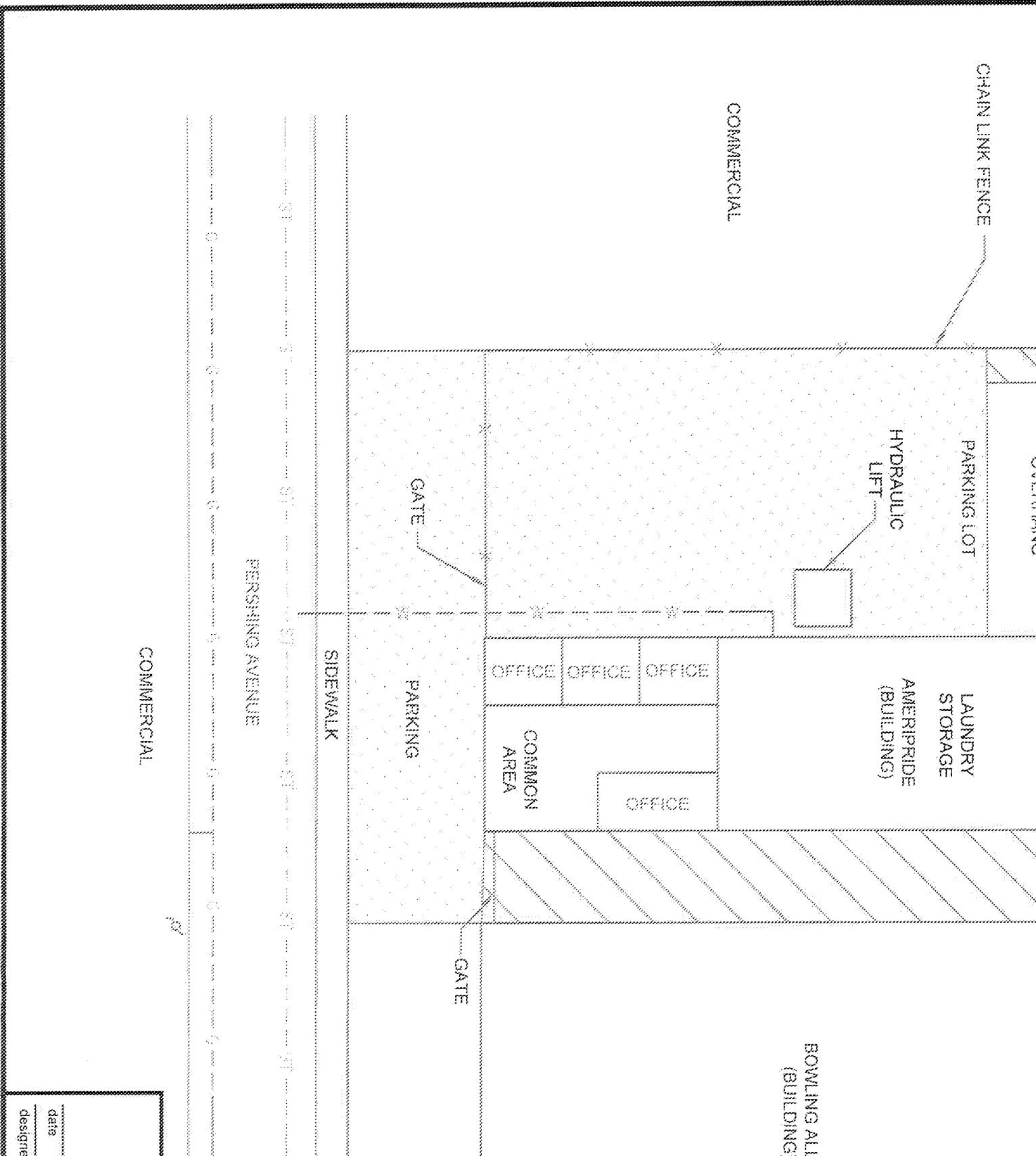


Rojean Rada
Secretary

SCHEDULE B

SITE MAP

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BURNS & McDONNELL

date **MARCH 31, 2017**

designed **BMCD**

SCHEDULE B

SITE MAP

AMERIPRIDE SERVICES FACILITY

538 PERSHING AVENUE

POCATELLO, IDAHO