



CITY OF LEEDS, ALABAMA

BOARD OF ZONING ADJUSTMENTS AGENDA

City Hall Annex - 1412 9th St., Leeds, AL 35094

January 23, 2024 @ 5:00 PM

CALL TO ORDER:

ROLL CALL:

DETERMINATION OF QUORUM:

APPROVAL OF MINUTES FROM PREVIOUS MEETING(S):

- [1.](#) September 26, 2023 Minutes - Board of Zoning Adjustments

OLD BUSINESS:

OTHER BUSINESS:

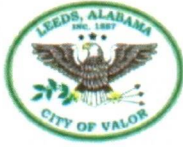
- [2.](#) A23-0000029 - A request by Ambipar Response Alabama LLC., Goerge Feagins, Applicant, IKG, Owner, to allow a heavy industrial use at 8500 Dunnivant Rd, 35094, TPID: 2500214000012000, Zoned I02 Heavy Industrial - Well Head Protection Area.

ADJOURNMENT:

In compliance with the Americans with Disabilities Act, those requiring accommodation for Council meetings should notify the City Clerk's Office at least 24 hours prior to the meeting at 205-699-2585.

File Attachments for Item:

1. September 26, 2023 Minutes - Board of Zoning Adjustments



CITY OF LEEDS, ALABAMA

BOARD OF ZONING ADJUSTMENTS MINUTES

City Hall Annex - 1412 9th St., Leeds, AL 35094

September 26, 2023 @ 5:00 PM

CALL TO ORDER:

The meeting was called to order by Board Member Mike Mcdivit at 5:00 PM

ROLL CALL:

PRESENT

Board Member Mike McDevitt
Board Member Brad Pool
Board Member Mark Musgrove
Board Member Gerald Miller

ABSENT

Board Member Andrea Howard
Board Member Andy Watkins

DETERMINATION OF QUORUM:

Quorum determined.

APPROVAL OF MINUTES FROM PREVIOUS MEETING(S): AUGUST 22, 2023

Motion to approve made by Board Member Pool, Seconded by Board Member Miller.

Voting Yea: Board Member McDevitt, Board Member Pool, Board Member Musgrove, Board Member Miller

Minutes approved as presented.

OLD BUSINESS:

None.

OTHER BUSINESS:

1. A23-000014 - A request by Shandi White, Applicant, Kimberly Callaway, Owner, to allow on a CORNER LOT: Replace chain link fencing with 132 LF of 6' Shadowbox Solid Wood Privacy Fence at 461 Bridle Trace Dr, 35094, TPID: 2500304000022000, Jefferson County.

Alexander Nichols owner and applicant 461 Bridle Trace Dr. Applicant stated that they have a new baby and would like to have more privacy.

No one to speak for or against.

Recommendations from staff is that the fence to not to obstruct the site triangle.

Motion made by Board Member Miller to approve. Seconded by Board Member Pool.
Voting Yea: Board Member McDevitt, Board Member Pool, Board Member Musgrove, Board Member Miller

Variance approved.

2. A23-000017 - A request by HUBBELL ANDREW & THERESA, owner and applicant, to allow a recreational vehicle to be parked within a residential district in front of the building line at 7017 Briarwood Ln, Leeds, AL 35094, TPID 2500194010036000, Jefferson County, R-1, Single Family District.

Andrew Hubble 7017 Briarwood Ln. The applicant stated that there is a tree and a drainage ditch that keeps him from storing the RV in the backyard.

Board Member McDivitt asked what the regulation was for RV storage in R-1. Mr. Brad Watson(Staff) stated that The RV must be stored behind the front building line.

Camelia Garrison 7013 Briarwood Ln. Spoke against the variance. She stated that it blocks the view of her house.

John Hughes 521 Julieann Dr. attested to the applicants' statement regarding the drainage ditch causing an issue with the storage of the RV.

Motion made by Board Member Musgrove to deny this variance. Seconded by Board Member Miller.

Voting Yea: Board Member McDevitt, Board Member Pool, Board Member Musgrove, Board Member Miller.

Variance denied.

3. A23-000018 - A request by GARDUNO LUCERO & ALANIS OCTAVIO. owner and applicant to allow an accessory building in a required yard or an open space required by the zoning ordinance at 408 Foster Rd, Leeds, AL 35094, TPID 2700024000008001, Jefferson County, Zoned A-1, Agricultural District.

Gecardo Reyes 408 Foster Rd. The representative of the owner and applicant stated that the storage shed is in the most convenient place. The applicant is unable to use the garage due to flooding.

Board Member Mark Musgrove asked the applicant if the storage building could be placed elsewhere on the property.

The representative stated that rainwater washes out on the property causing flooding.

Staff Brad Watson submitted two letters in opposition to the record.

Vicky Yarbrough 407 Foster Rd. attested to the flooding on the property. She stated that the building is very attractive.

Farest Heartsfield 7024 Mountain View Ln. stated that he agreed with Ms Yarbarogh.

Staff recommendation if approved that this be for as long as the applicant remains the owner of the property.

Motion made by Board Member Miller to deny, Seconded by Board Member Musgrove.

Voting Yea: Board Member Pool, Board Member Musgrove, Board Member Miller

Voting Nay: Board Member McDevitt. Board Member McDivit asked for another motion.

Motion dead due to lack of motion.

4. A23-000019 - A request by Nick Owens, owner and Applicant, to allow a second meter for electrical service to the garage at 8331 Hill Loop Rd, Leeds, AL 35094, TPID 2605161001010000, R-2 Single Family Dwelling.

Motion made by Board Member Pool, to approve. Seconded by Board Member Musgrove. Voting Yea: Board Member McDevitt, Board Member Pool, Board Member Musgrove, Board Member Miller Variance approved.

5. A23-000020 - A request by Landmark Baptist Church of Leeds Inc. to allow a life center to be located within the required yard and to waive the parking requirements for this building at 8695 Parkway Dr, Leeds, AL 35094, TPID: 2500221000028000, Jefferson County, Zoned I-1, Light Industrial District

Joe White 7129 Elliott Ln : Construction manager. The owners would like a fellowship hall built. Due to flood plane issues and the septic system with fuel lines running in the area it had to be moved to another part of the property.

Board Member Pool asked the applicant the size of the structure. The applicant stated that it was 50 X 60 or 3000 square feet.

Board Member Mark Musgrove asked staff what the right-of-way dimensions were. Mr. Watson stated that it is a 50 ft. ride or way.

Board member Brad Pool asked staff what issues were with the parking requirement.

Mr. Watson stated that for the square footage of the parking area the applicant will not be able to provide the number of spaces required.

Maryiam Wideman 851 Sweet Apple Rd. stated that she is a member of this church and would request the board to grant the variance.

Michael Wideman 851 Sweet Aple Rd. stated that he is the Pastor of this church and they would use this building twice per month.

Recommendation from staff Brad Watson that if the board is so inclined to approve the variance that it be limited to occupancy and use as an institution specifically a place of worship.

Motion made by Board Member Pool to approve the variance. That it be limited to occupancy and use as an institution specifically a place of worship., Seconded by Board Member Miller. Voting Yea: Board Member McDevitt, Board Member Pool, Board Member Musgrove, Board Member Miller

.Variance approved.

ADJOURNMENT:

The meeting was adjourned at 5:45 PM by Board Member Mike McDivitt.

Mr. Mike McDevitt, Chairman

Ms. Andrea Howard, Secretary

File Attachments for Item:

2. A23-0000029 - A request by Ambipar Response Alabama LLC., Goerge Feagins, Applicant, IKG, Owner, to allow a heavy industrial use at 8500 Dunnavant Rd, 35094, TPID: 2500214000012000, Zoned I02 Heavy Industrial - Well Head Protection Area.

December 26, 2023

Brad Watson

City of Leeds, AL
1404 9th Street
Leeds, AL
o. 205.699.0907
e. bwatson@leedsalabama.gov

RE: Planned activities at the 8500 Dunning Road Facility

Dear Brad,

Ambipar Response Alabama performs environmental and industrial cleaning for its clients at each clients' respective location(s) under the NAICS Code 562910.

Ambipar Response is not a waste disposal or waste treatment company; all waste removed from the client's facility is transported to approved and regulated disposal facilities.

Prior to transporting waste to disposal facilities, Ambipar works with its clients to characterize their waste and obtain approved waste profiles from the Alabama Department of Environmental Management (ADEM). Ambipar drivers are instructed to transfer all client waste to an approved landfill or disposal facility.

Ambipar uses industrial air movers, and vacuum trucks to remove non-hazardous waste from its clients' facilities. Ambipar also picks up hazardous waste drums and totes from its clients' facilities. Hazardous waste is transported by Ambipar only in box trucks.

The waste generated from cleanup is taken directly to the disposal facility at the end of the day/shift. If Ambipar completes a job after hours, or has to schedule disposal, then the waste removed the client's location is stored at the facility until Ambipar can transport it to the disposal facility.

All waste is stored in closed drums and totes and placed on a secondary containment in compliance with ADEM and EPA regulations, and the drums/totes are in compliance with ADEM, EPA, and DOT transport regulations. Also, IAW ADEM regulation, Ambipar cannot store any hazardous waste for more than 10 days.

All air movers and vacuum truck debris tanks at the facility returned to the facility empty. In rare cases, a crew may complete a job after the disposal facilities closes for the day, so Ambipar will store the vehicle at the facility until the next day. All vehicles with waste in the debris body will be stored on a secondary containment as a precautionary measure in the event of a leak.

The facility and equipment are inspected daily to ensure no issues; if issues are detected, they are reported to management and remedied immediately. Ambipar maintains absorbent pads, absorbent boom and other spill cleanup and remediation material in-bulk.

Ambipar uses an outside consultant to provide 40-hour HAZWOPER training for all new employees. Annually, all personnel on-site must take at least 8 hours of HAZWOPER refresher training. As a part of HAZWOPER, employees are shown proper techniques to clean up and adequately handle spilled materials and are shown where available resources for spill response are maintained and how to report incidents to management.

Ambipar Response Alabama, LLC

4800 Division Ave
Birmingham, AL 35222 - USA
205 595 8188

EMERGENCY RESPONSE 1-800-759-6544

sales@ambipar.com
www.ambipar.com

ambipar[®]
GROUP

In addition, the outside training contractor and the Facility's safety team execute a safety meeting every Friday morning to review safety standards, regulatory compliance, safety refresher training, recent near misses, and other safety topics in accordance with the company's annual training.

If you have additional questions, comments, or concerns, then please let me know.

Sincerely,



G. Tony Feagins
Vice President, Southern Region
Ambipar Response Alabama
e. tony.feagins@ambipar.com
m. 205.585.4956

VARIANCE APPLICATION FOR THE CITY OF LEEDS, ALABAMA
DEPARTMENT OF INSPECTION SERVICES- ZONING DIVISION
1404 9TH STREET, LEEDS, AL 35094 P.205.699.2585
DEVELOPMENT@LEEDSALABAMA.GOV * leedsalabama.gov

Part 1. Application

Name of Applicant:

GEORGE A. FEAGINS, JR

Mailing Address:

4800 DEVISION AVE BIRMINGHAM, AL 35222

Telephone:

205.595.8188

E mail

TONY.FEAGINS@AMSTAR.COM

Signature:

Part 2. Parcel Data

Owner of Record:

IKG USA LLC

Owner Mailing Address:

PO. Box 310 Channel View TX 77530

Site Address:

8500 Duwanant Rd 35094

Tax Parcel ID #

25-00-21-4-0-0012000

Existing Zoning

I-2

Existing Land Use

Industrial

Part 3. Request

Section of Ordinance for which variance is requested:

VI 16.03 (A)

Nature of Variance with reference to applicable zoning provision.

Part 4 Enclosures (Check all required enclosures with this application)

- Vicinity Map showing the location of the property
- Plot Plan drawn to scale and dimensioned, showing property boundaries and proposed Development Layout
- Copy of Deed as recorded in the Judge of Probate Office
- Application Fee \$120.00

COMMERCIAL LEASE

Revised June 2008 (Previous forms obsolete)

GRAHAM & COMPANY, LLC
1801 Fifth Avenue North, Suite 300
Birmingham, AL 35203

This is a legally binding contract. Seek competent advice prior to execution.

STATE OF ALABAMA

Jefferson COUNTY

This Commercial Lease (the "Lease") is made this 25th day of OCT, 2023 between and among the following:

NAME OF LANDLORD: IKG USA, LLC

whose address is: 1514 S Sheldon Road, Channelview, TX 77015

(hereinafter called "Landlord"),

and

NAME OF AGENT: Graham & Company, LLC

whose address is: 1801 Fifth Avenue North, Suite 300, Birmingham, AL 35203

as agent for Landlord (hereinafter called "Agent"),

and

NAME OF TENANT: Ambipar Response Alabama, LLC, guaranteed by Ambipar Holding USA, Inc. (see attached Guarantee in Exhibit "C")

whose address is: 4800 Division Avenue, Birmingham, AL 35222

(hereinafter called "Tenant").

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **LEASED PREMISES.**

(a) **Description.** Landlord does hereby demise and let unto Tenant the following described premises located in the City of Leeds, County of Jefferson, State of Alabama, to wit: (+/-) 40,000 SF on approximately 8 acres located at 8500 Dunnivant Road, Leeds, Alabama, as depicted in Exhibit "A", attached hereto and incorporated herein by reference. Apportionment of the office space will be in accordance with Exhibit "B".

(b) **Use.** The Leased Premises shall be used by Tenant as general office, shop and warehouse and for no other or different use or purpose. Tenant shall not use or occupy the Leased Premises, or permit the Leased Premises to be used or occupied, in violation of any ordinance, law or regulation of any governmental body, or in any manner which would vitiate or increase the premium charged for insurance on the Leased Premises or the building in which it is located, if applicable.

2. **TERM.** The Term of this Lease is for Forty-Eight (48) months (the "Term") beginning on the 1st day of November, 2023 ("Commencement Date") and ending on the 31st day of October, 2027, or sooner terminated pursuant to the terms and conditions provided for herein. Tenant may occupy space upon Landlord's receipt of executed lease, first month's rent and security deposit. *cal 57*

3. **RENT.**

(a) **Base Rent.** Tenant agrees to pay to Landlord or if designated by Landlord, to Agent, at the above designated address of said

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party, without the prior written consent of the Landlord. Subject to the foregoing sentence, in the event heating, ventilation and air conditioning equipment or a part of any air conditioning equipment is installed by Tenant on the roof of the Leased Premises or any building to which the Leased Premises is a part, or in the event that Tenant installs a sign on the roof of the Leased Premises or any building to which the Leased Premises is a party, then Tenant shall be responsible for repairing any roof leaks, attributable to such installation, during the Term of this Lease at Tenant's sole cost and expense.

(b) **Roof and Drains, Etc., Debris.** Tenant will keep the Leased Premises and adjacent grounds including, walks and steps, if any, free and clear of all cans, bottles, fragments, debris, trash, and any other items not specifically allowed hereunder. If the Leased Premises consists of a single tenant building, Tenant will keep the downspouts, gutters and drains of the building clean, open and free of obstruction, and in good working order. If the Leased Premises, or any part thereof, consist of first floor space adjacent to the street, or ground adjacent to the street, Tenant will keep the sidewalk, steps, curb and gutter in front thereof or adjacent thereto clean and free from snow, ice, debris, or other hazardous materials or obstructions and will indemnify, defend and hold Landlord harmless from all damages or claims arising out of Tenant's failure to do so.

(c) **Landscaping.** Will be paid for on pro rata basis.

(d) **HVAC.** HVAC will be maintained by the Landlord. Tenant will be responsible for HVAC repairs caused by any accident or negligence on the part of the Tenant.

(e) Tenant will maintain all areas of the yard that Tenant principally occupies during the term of the lease. These areas will be returned in a similar condition at the termination of the lease, less normal wear and tear. Tenant will ensure adequate travel lanes are maintained in the yard to allow for normal ingress and egress of truck traffic by the landlord.

11. **LANDLORD'S REPAIRS.** Landlord shall not be obligated or required to make any repairs or do any work on or about the Leased Premises or any part thereof or any adjacent property thereto, or on or about any premises connected therewith, but not hereby leased, unless and only to the extent herein specifically agreed. Neither Landlord nor its agent (including Agent) shall be liable for any damages or injuries arising from defective workmanship or materials related to Landlord's repairs made pursuant to the terms of this Lease; Tenant hereby expressly waiving the same. Furthermore, Landlord and its agents (including Agent) shall not be liable for any deaths, injury, loss or damage resulting from any repair or improvement and undertaken, voluntarily or involuntarily, by or on behalf of Landlord, other than Landlord being responsible for its willfully wrongful acts.

12. **INSPECTION AND SHOWING.** Landlord reserves the right to enter upon the Leased Premises and to make such repairs and to do such work on or about said Leased Premises as Landlord may deem necessary or proper, or that Landlord may be obligated to make hereunder. At any time during the Term, Landlord reserves the right to visit and inspect Leased Premises, to show the Leased Premises to prospective tenants and purchasers, and to display "For Sale" and "For Rent" signs on the Leased Premises.

13. **ALTERATIONS AND IMPROVEMENTS; SIGNS.** Except as herein specifically provided, Tenant will not make or permit to be made any alterations, additions, improvements or changes in the Leased Premises without first obtaining the written consent of Landlord. Furthermore, no signs shall be erected by Tenant until the consent thereof in writing is first had and obtained from Landlord and any applicable governing body or entity. The consent to a particular alteration, addition, improvement or change shall not be deemed consent to or waiver of a restriction against alterations, additions, improvements or changes for the future.

14. **TENANT'S REPAIRS; UPKEEP; UTILITIES; COMPLIANCE WITH LAW**(a) **Glass Maintenance.** Tenant will replace all plate and other glass on or in the Leased Premises, if and when broken or cracked, and failing so to do Landlord may replace the same and Tenant will pay Landlord the cost and expense thereof upon demand.

(b) **Keys.** Tenant will replace all keys lost or broken.

(c) **Utility Bills.** Tenant will pay an estimated prorata portion of the utility bills based on 50% of the total facility.

(d) **Tenant's Repairs.** Except for repair items specifically allocated to Landlord hereunder, Tenant shall, at Tenant's expense, but under the direction of Landlord, maintain and promptly repair the Leased Premises and/or portion thereof and/or the fixtures and appurtenances therein.

(e) **Landlord's Limitation of Liability.** Landlord shall not be liable for any damages caused by, or growing out of, any breakage, leakage, getting out of order or defective conditions of any elevators, heating, ventilation and air conditioning equipment (HVAC), electric wiring, telephone service wires, water pipes, water closets, drains, sewer lines and sprinkler systems or plumbing, or any of therein.

(f) **Compliance with Laws.** Tenant will, at Tenant's expense, comply, at all times and in all respects with all the applicable laws and ordinances (including but not limited to building and fire codes) applicable to this jurisdiction insofar as the Leased Premises, and the streets and highways bounding the same, are concerned, and Tenant will not by any act or omission render Landlord liable for any violation thereof. Such compliance shall include, but not be limited to, the AMERICANS WITH DISABILITIES ACT requirements as it may relate to the Leased Premises.

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- (g) the assignment by Tenant of this Lease or the re-letting or sub-letting by Tenant of the Leased Premise or any part thereof without the written consent of Landlord first had and obtained;
- (h) Tenant ceases operating in the Leased Premises for a period of ninety (90) or more consecutive days; and/or
- (i) the violation by Tenant of any other of the terms, conditions or covenants not set out in this paragraph on the part of Tenant herein contained and failure of Tenant to remedy such violation within ten (10) days after written notice thereof is given by Landlord to Tenant.

19. **ACCELERATION OF RENT; DEFAULT-ATTORNEY FEE AND COST; WAIVER OF EXEMPTIONS.** Upon a breach of this Lease or re-entry upon said Leased Premises for any one or more of the defaults set forth in paragraph 18(b) above, the Rent provided for in this Lease for the balance of the Term, or any renewal term or other extended term, and all other indebtedness to the Landlord owed by Tenant, shall be and become immediately due and payable at the option of Landlord and without regard to whether or not possession of the Leased Premise shall have been surrendered to or taken by Landlord. Tenant agrees to pay Landlord, or on Landlord's behalf, a reasonable attorney's fee in the event Landlord employs an attorney to collect any Rent due hereunder by Tenant, or to protect the interest of Landlord in the event the Tenant is adjudged a bankrupt, or legal process is levied upon the goods, furniture, effects or personal property of Tenant upon the said Leased Premises, or upon the interest of the Tenant in this Lease or in said Leased Premises, or in the event Tenant violates any of the terms, conditions, or covenants on the part of the Tenant herein contained. In order to further secure the prompt payments of said Rent, as and when the same mature, and the faithful performance by Tenant of all and singular the terms, conditions and covenants on the part of Tenant herein contained, and all damages, and costs that Landlord may sustain by reason of the violation of said terms, conditions and covenants, or any of them, Tenant hereby waives any and all rights to claim personal property as exempt from levy and sale, under the laws of any state and/or the United States.

20. **ABANDONMENT; RE-LETTING.** Subject to the Landlord's right to accelerate Rent herein, in the event Tenant substantially abandons the Leased Premises before the expiration of the Term, whether voluntarily or involuntarily, or violates any of the terms, conditions, or covenants hereof, Landlord shall have the privilege at Landlord's option of re-entering and taking possession of said Leased Premises and leasing all or any portion of said Leased Premises for such Term and for such use deemed as satisfactory to Landlord, applying each month the net proceeds (gross proceeds less any reasonable expenses from leasing the same, including without limitation brokers' commissions), obtained from said leasing to the credit of Tenant up to the amount due under the terms of this Lease herein and the balance to Landlord and said leasing shall not release Tenant from liability hereunder for the Rent reserved, or any other sum due Landlord or performance due by Tenant, for the residue of the Term hereof, but Tenant shall be responsible each month for the difference, of any, between the net proceeds obtained from such leasing and the monthly Rent reserved hereunder, and said difference shall be payable to Landlord on the first day of each month for the residue of the Term hereof.

21. **RE-ENTRY, ETC., NO BAR.** No re-entry allowed hereunder shall bar the recovery of Rent or damages for the breach of any of the terms, conditions, or covenants on the part of Tenant herein contained. The receipt of Rent, or keys to the Leased Premises, after breach or condition broken, or delay on the part of Landlord to enforce any right hereunder, shall not be deemed a waiver of forfeiture, or a waiver of the right of Landlord to annul the Lease or to re-enter said Leased Premises or to re-let the same, or to accelerate the maturity of the Rent hereunder.

22. **IMPROVEMENTS AND ADDITIONS PROPERTY OF LANDLORD.** All improvements and additions (including electrical fixtures) to the Leased Premises shall adhere to the Leased Premises, and become the property of Landlord. Notwithstanding the foregoing, Landlord shall have the right to require Tenant to remove any and all improvements and additions (including electrical fixtures) from the Leased Premises two (2) weeks prior to the expiration of the Term, and upon notification of such requirement, Tenant shall remove said improvements and additions and shall restore the Leased Premises to its original condition, normal wear and tear excepted.

23. **FIRE & OTHER CASUALTY.** In the event of the total destruction of, or partial damage to, the Leased Premises by fire or other casualty, Landlord shall proceed with due diligence and dispatch to repair and restore the Leased Premises to the conditions to which they existed immediately prior to the occurrence of such casualty, at Landlord's cost and expense, provided such costs and expenses do not exceed the proceeds of insurance collected by Landlord on the Leased Premises by reason of such casualty, the application of which insurance proceeds are not prohibited, by reason of any mortgage provision, from being used toward the cost of restoration and repairing the same; provided, further, that if the unexpired portion of the existing Term of this Lease shall be two (2) years or less on the date of such casualty and the cost of such repair or restoration exceeds twenty percent (20%) of the then replacement value of said damaged Leased Premises, as estimated by two (2) or more reputable contractors, Landlord may by written notice to Tenant, within thirty (30) days after the occurrence of such casualty, terminate this Lease without penalty. If the insurance proceeds are insufficient to effect such restoration or repairs, Landlord at its option may terminate this Lease without penalty by written notice to Tenant within forty-five (45) days after the occurrence of such casualty. In the event the repairing and restoring of the Leased Premises cannot be completed within four (4) months after the date of occurrence of such casualty, as estimated by two or more reputable contractors, Tenant shall have the right to terminate this Lease upon giving written notice to Landlord within thirty (30) days from the date of occurrence of said casualty. From the date of such damage or destruction until said building has been substantially repaired or restored, an equitable abatement of rent shall be allowed Tenant.

24. **TRANSFER OR ASSIGNMENT, CONDITIONS; LEASE ASSIGNMENT FEE CLAUSE.** Tenant shall not sublease, assign or transfer this Lease, nor allow a sublease, assignment or transfer, in whole or in part, by operation of law or otherwise, or mortgage or pledge the same, without the prior written consent of Landlord, which consent may be given or withheld in Landlord's sole and absolute discretion. Any purported transfer, encumbrance, pledge, mortgage, assignment or subletting not in compliance herewith shall be void and of no force or effect. As one of the conditions precedent to the obtaining of such consent, the assignee must assume, in writing, all the obligations of Tenant hereunder, but such assumption shall not operate to release Tenant from any agreement or understanding on the part of Tenant expressed or

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prior termination of this Lease, Tenant will promptly remove from the Leased Premises all signs, trash, debris and personal property of the Tenant, and Tenant will leave the Leased Premises in broom-clean condition. Upon surrender of the Leased Premises, Tenant shall surrender all keys to the Leased Premises to Landlord. Tenant's obligation to observe or perform this covenant shall survive the expiration or other termination of this Lease.

34. **TAXES AND INSURANCE.** Tenant agrees to pay it's in advance to Landlord in equal monthly installments as additional rent it's pro rata share of all real estate taxes, rent taxes, special assessments or insurance costs levied or assessed against the Property as may be enlarged or reduced from time to time. The estimated monthly amount is \$1,368.00 (Taxes: \$735.00; Insurance \$333.00; and Management/Reserves: \$300.00. This does not include tenant responsibilities, i.e., interior and exterior maintenance.

35. **HAZARDOUS MATERIALS.** In consideration of existing and future legislation concerning the handling, storage, use and disposition of dangerous/hazardous chemicals and materials, Tenant and Landlord acknowledge the risks and liabilities associated with same and agree to the following: Tenant shall determine what laws, regulations and ordinances regarding the handling, storage, use and disposition of dangerous/hazardous chemicals and materials apply to Tenant's business with respect to the Leased Premises. Tenant shall take all necessary steps, including any inspections, test or studies, as required by such laws to cause prompt and ongoing compliance therewith. Tenant agrees to immediately notify Landlord and the appropriate authorities of any material spills, improper handling or storage, or improper discharges of any dangerous/hazardous chemicals and materials. Further, in addition to and in further support of any compliance with other hold harmless and indemnification obligations, Tenant acknowledges and assumes total responsibility for any and all dangerous/hazardous chemicals and materials it may handle, store, use and dispose of in or about Leased Premises. Such responsibility shall include, but not be limited to, medical costs and personal injury awards (compensatory and/or punitive), environmental clean-ups and related costs, governmental fines, indirect and/or consequential damages and losses including without limitation the loss of rents from third party tenants of Landlord, against Landlord and/or Tenant resulting from Tenant's willful and/or negligent handling, storage, use, disposition of dangerous/hazardous chemicals and materials, and/or Tenant's noncompliance with applicable law. Tenant shall, upon governmental request or upon Landlord's request, disclose the type and quantity of dangerous/hazardous chemicals and materials Tenant is/has handled, stored, used, disposed of or intends to handle, stored, use or dispose of in or about the Leased Premises. However, the Tenant shall not be responsible for any claims arised from the Landlord's noncompliance with any applicable law, rules or regulations prior to the Commencement Date or from other tenant's noncompliance with any applicable law, rules or regulations prior and after the Commencement Date.

36. **ADDENDUM CLAUSE.** This Lease consists of nine (9) pages together with an Addendum of -1- pages which are attached hereto, initialed by all parties, and incorporated in this Lease by reference. In case of conflict between the printed portion of this Lease and the Addendum, the terms of the Addendum prevail.

37. **BINDING EFFECT.** This Lease shall be binding upon, and inure to the benefit of, Landlord and Tenant, their executors, administrators, heirs assigns or successors.

38. **TIME.** Time is of the essence with respect to the performance of every provision of this Lease in which time or performance is a factor.

39. **RECORDING.** Neither Landlord nor Tenant shall record this Lease nor a short form memorandum thereof without the consent of the other.

40. **ENTIRE AGREEMENT.** This Lease contains the entire understanding between the parties and supersedes any prior understanding or agreements between them respecting the subject matter. No representations, arrangements or understandings except those fully expressed herein, are or shall be binding upon the parties. No changes, alterations, modifications, additions or qualifications to the terms of this Lease shall be made or be binding unless made in writing and signed by each of the parties.

41. **COUNTERPARTS.** Several copies of this Lease may be executed by all of the parties. All executed copies constitute one and the same Lease, binding upon all parties.

42. **TERM "LANDLORD".** The term "Landlord" as used in this Lease, so far as covenants or agreements on the part of Landlord are concerned, shall be limited to mean and include only the owner (or ground lessor, as the case may be) for the time being of the Leased Premises. If the Leased Premises or the underlying Lease, if any, be sold or transferred, the seller thereof shall be automatically and entirely released of all covenants and obligations under this Lease from and after the date of conveyance or transfer, provided the purchaser on such sale has assumed and agreed to carry out all covenants and obligations contained in this Lease to be performed on the part of Landlord hereunder, it being hereby agreed that the covenants and obligations, contained in this Lease to be performed on the part of Landlord, shall be binding on Landlord, its successors and assigns, only during their respective successive period of ownership of the Leased Premises.

43. **TOPIC HEADINGS.** Headings and captions in this Lease are inserted for convenience and reference only and in no way define, limit or describe the scope or intent of this Lease nor constitute any part of this Lease and are not to be considered in the construction of this Lease.

44. **AUTHORIZATION.** Tenant and the person executing and delivering this Lease on Tenant's behalf each represents and warrants that such person is duly authorized to so act; that Tenant is duly organized, is qualified to do business in the jurisdiction in which the Leased Premises are located, is in good standing under the laws of the state of its organization and the laws of the jurisdiction in which the Leased Premises is located, and has the power and authority to enter into this Lease and to conduct its business in the manner being conducted; and


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Submission of this instrument for examination or signature by Tenant does not constitute a reservation of or option for lease, and, anything herein to the contrary notwithstanding, this instrument shall not become effective as a lease or otherwise until execution and delivery by both Landlord and Tenant.

IN WITNESS WHEREOF, Landlord, Agent and Tenant have respectively executed these presents as of the 25TH day of OCTOBER 2023

Landlord: IKG

Tenant: AMBIPAR RESPONSE ALABAMA, LLC
Guarantee by Ambipar Holding USA, Inc.

By: 
Print Name: Chad McEwen
Title: CEO


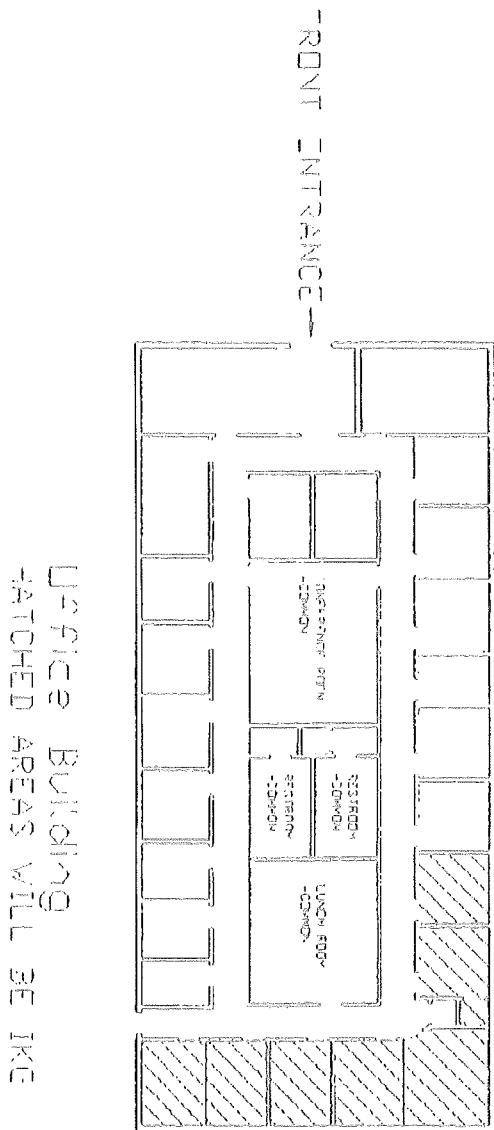
By: 
Print Name: Catherine Borlough
Title: Director

EXHIBIT "B"

Seven (7) Offices Highlighted in Green



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All of Landlord's rights and remedies under the Lease and under this Guaranty, now or hereafter existing at law or in equity or by statute or otherwise, are intended to be distinct, separate and cumulative and no exercise or partial exercise of any such right or remedy therein or herein mentioned is intended to be in exclusion of or a waiver of any of the others.

Guarantor agrees that whenever at any time or from time to time Guarantor shall make any payment to Landlord or perform or fulfill any term, covenant or condition hereunder on account of the liability of Guarantor hereunder, Guarantor will notify Landlord in writing that such payment or performance, as the case may be, is for such purpose. No such payment or performance by Guarantor pursuant to any provision hereof shall entitle Guarantor by subrogation or otherwise to the rights of Landlord to any payment by Tenant or out of the property of Tenant, except after payment of all sums or fulfillment of all covenants, terms, conditions or agreements to be paid or performed by Tenant.

Guarantor agrees that it will, at any time and from time to time, within ten (10) business days following written request by Landlord, execute, acknowledge and deliver to Landlord a statement certifying that this Guaranty is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating such modification). Guarantor agrees that such certificate may be relied on by anyone holding or proposing to acquire any interest in the Premises from or through Landlord or by any mortgagee or prospective mortgagee or lessor of the Premises or of any interest therein.

With regard to principles of conflicts of laws, the validity, interpretation, performance and enforcement of this Guaranty shall be governed by and construed in accordance with the laws of the State of Alabama.

IN WITNESS WHEREOF, the undersigned has duly executed this Guaranty this 19 day of October, 2023.

"GUARANTOR":

AMBIPAR HOLDING USA, INC.,

By:  _____

Name: Guilherme Borlenghi _____

Its: President _____


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ESG are the three pillars of sustainability. We have knowledge and experience to reduce the environmental and social impacts, offering intelligent services and expertise to our customers, and together overcome the challenges of sustainability. After all, for us, sustainability is not just a speech, it is our day by day.

- ◆ Actions aimed at Sustainability
- ◆ Performance indicators
- ◆ "ISO" Management System
- ◆ Public Commitments



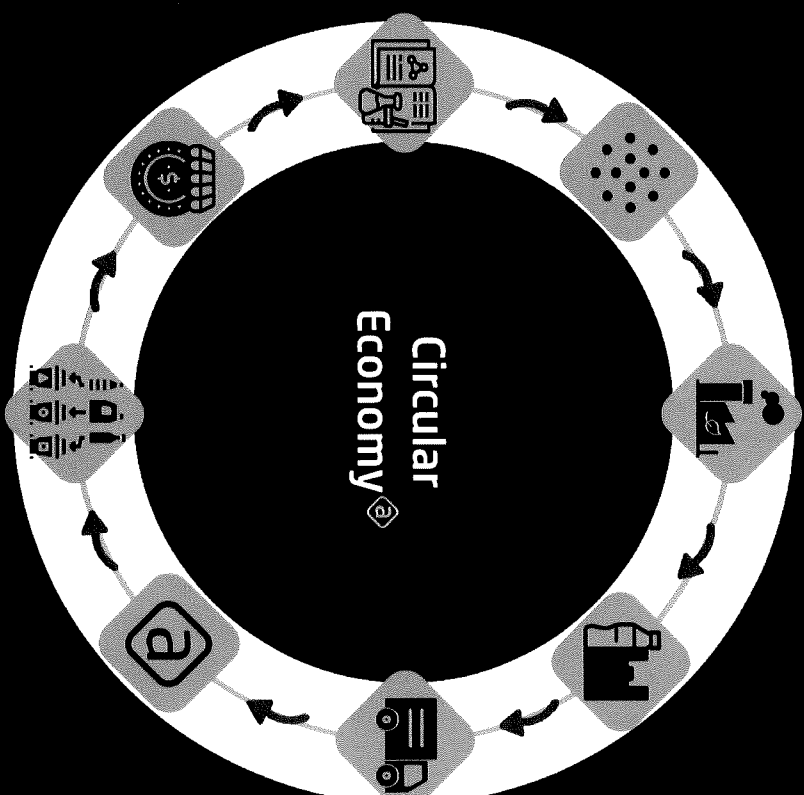
Environmental: Are the environmental preservation and sustainability actions practiced by the companies



Social: Are the social practices, such as donations, participation in actions aimed at communities and benefits to employees, that make the work environment healthier.



Governance: Are the compliance and risk management actions that will mediate social actions for employees and stakeholders.



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- ◆ Maintenance
- ◆ Decommission
- ◆ Vacuum Trucks
- ◆ Confined Space Entry
- ◆ Asbestos Abatement
- ◆ Decontamination
- ◆ Hydro Excavation
- ◆ Hydroblasting
- ◆ Demolition




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PERMIT NUMBER: _____

DESIGNATION OF AUTHORIZED AGENT/ATTORNEY-IN-FACT

The undersigned owner/owners of the property described in the application hereby designate _____ as the authorized agent/attorney-in-fact with the following powers and authority to do all things that may be required in order to apply for a building permit on said property including but not limited to completion and execution of applications, receipt of notices, execution of acknowledgments, attendance and presentations of evidence at all hearings and execution of agreements.

OWNER

OWNER

ADDRESS

TELEPHONE NUMBER

AUTHORIZED AGENT/ATTORNEY-FACT:

NAME

ADDRESS

TELEPHONE NUMBER

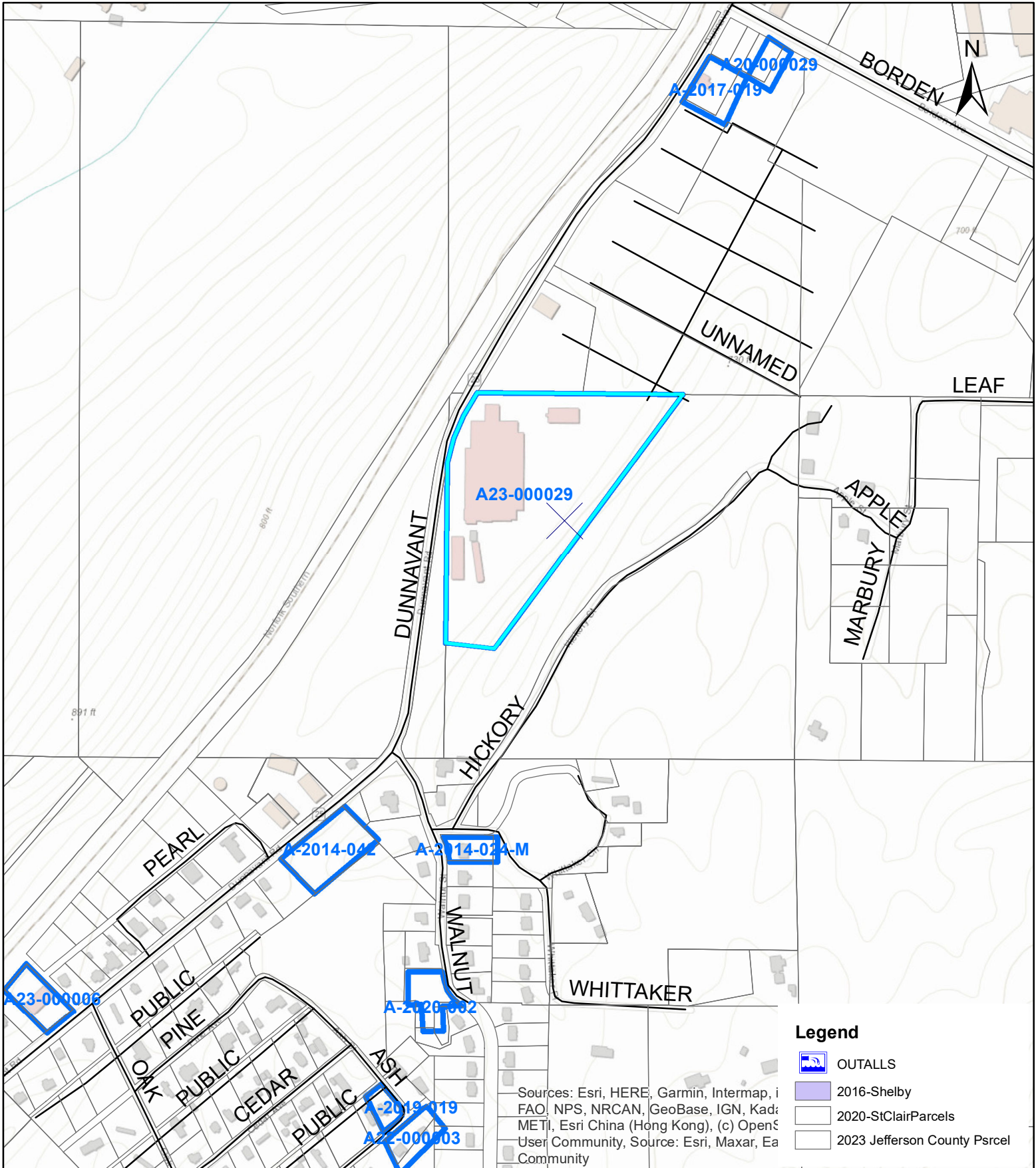
State of Alabama

I, the undersigned Notary Public, hereby certify that _____, _____, whose name(s) is/are signed to the foregoing DESIGNATION OF AUTHORIZED AGENT/ATTORNEY-IN-FACT has/have acknowledged to me under oath that they have read and understand the foregoing and executed same before me on this day.

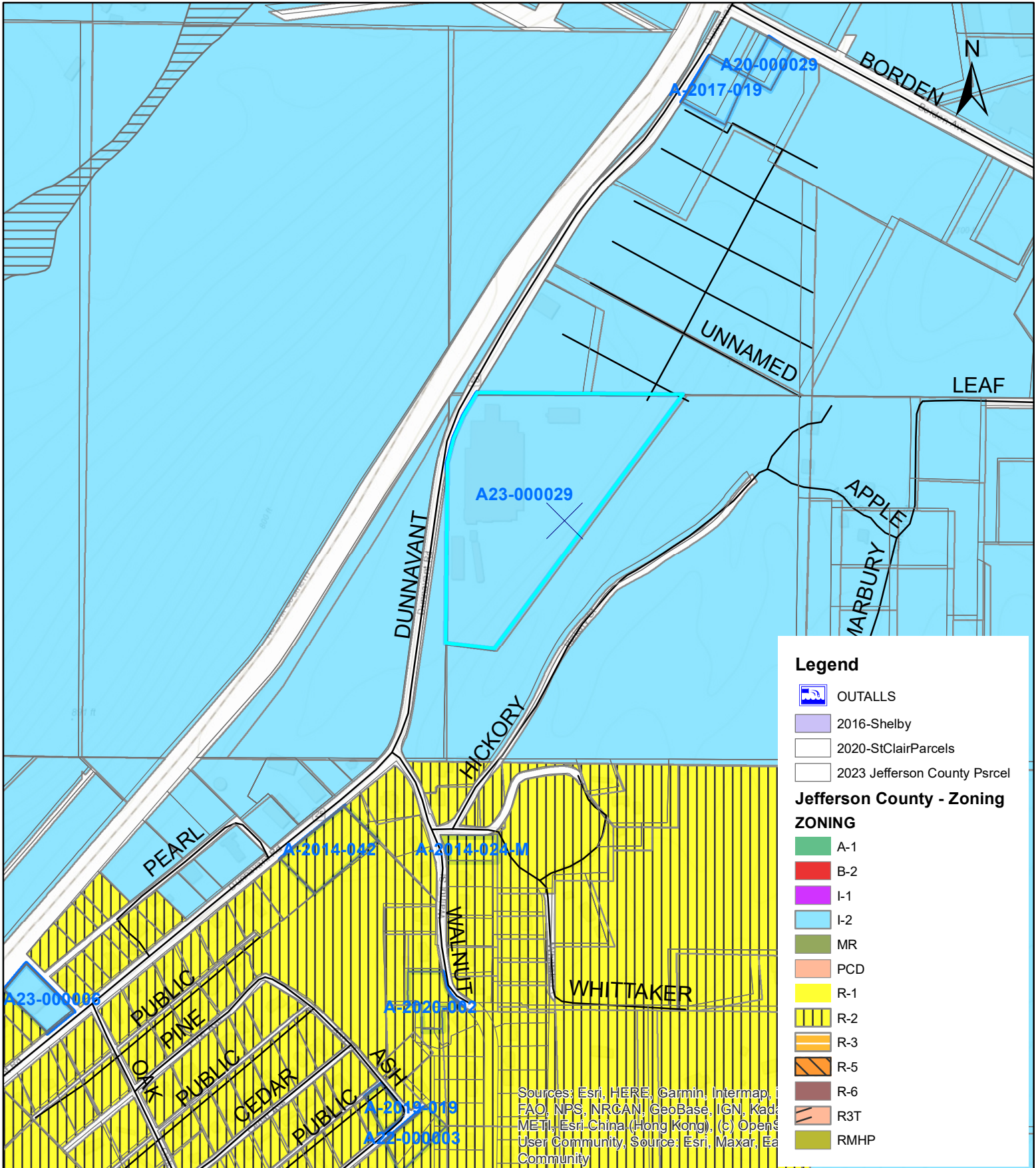
Given under my hand and Official Seal this _____ day of _____, 20____.

Commission Expires: _____

A23-000029 8500 DUNNAVANT RD BUILDING



A23-000029 8500 DUNNAVANT RD ZONING



A23-000029 8500 DUNNAVANT RD FLOOD

