

RESOLUTION NO. 2025-1909

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A FIRST AMENDMENT TO LEASE AGREEMENT WITH WAKEFIELD'S, INC. LOCATED AT 1860 HWY US 431 BOAZ, AL

WHEREAS, Mayor and City Council of the City of Boaz have previously adopted a resolution to acquire property located at 1860 Hwy US 431 Boaz, Al; and

WHEREAS, The Mayor and City Council of the City of Boaz have determined that the best use of the property would be to lease the building; and

WHEREAS, Wakefield's, Inc. has leased the building located at 1860 US Hwy 431 for use as a retail store;

WHEREAS, all prior leases of Wakefield's, Inc. will expire January 31, 2025 and Wakefield's, Inc. has requested that a first amendment to the lease agreement be executed and that the terms of the current lease changed to those terms negotiated.

THEREFORE, BE IT RESOLVED that the Mayor and Council of the City of Boaz, Alabama, as follows;

1. The Mayor is hereby authorized and indeed directed to execute appropriate documents and certifications and to perform all necessary and desirable actions to enter into a first amendment to the lease agreement with Wakefield's, Inc.

PASSED, APPROVED, AND ADOPTED THIS THE 13TH DAY OF OCTOBER, 2025.

David Dyar
Mayor

ATTEST:

Beth Stephens
City Clerk/Treasurer

FIRST AMENDMENT TO LEASE AGREEMENT

This First Amendment to Lease Agreement is made and entered into as of the ___ day of _____ 2025, by and between the **The City of Boaz, Alabama**, a municipal corporation, the owner, which shall be referred to herein as the “Landlord” and **Wakefield’s, Inc.**, a Florida corporation d/b/a Martin’s Family Clothing, which shall be referred to herein as the “Tenant.”

WHEREAS, the Landlord and Tenant entered into a Lease Agreement on December 18, 2023 (the “Lease”); and

WHEREAS, the parties desire to enter into this First Amendment to the Lease.

NOW THEREFORE, PREMISES CONSIDERED, the parties hereby agree as follows:

1. Paragraph 3 of the Lease is amended and restated to read as follows:
 3. Term. The initial term of this lease shall be for twelve (12) months (“Term”), beginning on January 31, 2024 and ending at 11:59 p.m. on January 31, 2025, unless extended or sooner terminated as hereinafter provided. In addition, there shall be a renewal term of an additional 24 months. The parties acknowledge that, as of the date of this First Amendment, the parties have agreed to the exercise of this renewal term and that the lease Term has been extended to **January 31, 2027**. (“Renewal Term”). The parties also agree that Landlord may terminate this lease agreement prior to the expiration of the January 31, 2027 Term by giving ninety (90) days written notice to Tenant.
2. Other than as specifically amended herein the terms of the Lease agreement are reaffirmed and acknowledged by the parties.

IN WITNESS WHEREOF, the parties have executed this First Amendment to Lease Agreement as of the date first above written.

Landlord:

The City of Boaz, Alabama, a municipal corporation,

By: _____
David Dyar, Mayor

I, the undersigned, a Notary Public in and for said State of Alabama at Large, hereby certify that David Dyar whose name as Mayor of **The City of Boaz**, Alabama, a municipal corporation, is signed to this instrument, and who is known to me, acknowledged before me on this day that being informed of the contents of this instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of The City of Boaz, Alabama.

Given under my hand and official seal this the _____ day of _____, 2025.

Notary Public
My commission expires: _____

Tenant:

Wakefield's, Inc.

By: _____
Bill Wakefield, President

I, the undersigned, a Notary Public in and for said State of Alabama at Large, hereby certify that Bill Wakefield, as president of Wakefield's Inc., is signed to this instrument, and who is known to me, acknowledged before me on this day that being informed of the contents of this instrument, he, as such sole member and with full authority, executed the same voluntarily for and as the act of said Company.

Given under my hand and official seal this the _____ day of _____, 2025.

Notary Public
My commission expires: _____

This instrument prepared by:
Christie D. Knowles
Knowles & Sullivan, LLC
413 Broad Street
Gadsden, AL 35901
256-547-7200