

**STATE OF ALABAMA  
COUNTY OF BALDWIN**

**FIRST AMENDMENT TO LEASE AGREEMENT**

THIS FIRST AMENDMENT TO LEASE AGREEMENT (this "First Amendment") is made effective as of the \_\_ day of \_\_\_\_\_ 2022 (the "Effective Date"), by and between City of Foley, an Alabama municipal corporation ("City"), and Wagon Express, LLC, an Alabama limited liability company ("Tenant").

Whereas, Tenant and City are currently parties to a certain Lease Agreement dated August 21, 2020 (the "Agreement"); and

Whereas, City and Tenant mutually desire to amend the Agreement to increase the size of the leased property and to increase the rent;

NOW, THEREFORE, in consideration of the premises, the mutual rights flowing to each party, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Tenant hereby agree as follows:

1. The Leased Property is hereby amended to be as follows:

A rectangle that is approximately 325 feet deep, to the eastern edge of the existing asphalt, by approximately 475 long, to the southern corner of the existing asphalt, as depicted on Exhibit "A" hereto, which is located in the Northwest Corner of Lot 3, Foley Beach Express Industrial Park, Unit 7, Slide 2445-B in Section 35, Township 7 South, Range 4 East, Baldwin County, Alabama.

2. The monthly rent is hereby amended such that the Tenant shall hereafter pay City during its tenancy monthly rent in advance in the amount of \$1,000.00 per month.

4. Except as herein amended, the Agreement shall continue in full force and effect.

5. The terms and provisions of the Agreement, as modified by this First Amendment, are hereby ratified and affirmed by the parties hereto.

IN WITNESS WHEREOF, City and Tenant have caused this First Amendment to be executed in their respective names and on their behalf by their duly authorized representatives, effective as of the Effective Date.

LANDLORD:

TENANT:

City of Foley, an Alabama Municipal Corporation

Wagon Express, LLC, an Alabama Limited Liability Company

By: Ralph Hellmich  
Its: Mayor  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_