

Walton County Department Agenda Request

Department Name: **Walton County Sheriff's Office**

Department Head/Representative: **Kim McCord**

Meeting Date Request: **02/03/2026**

Has this topic been discussed at past meetings? **Yes**

If so, When? **2001**

TOPIC: **Pinnacle Towers LLC Agreement**

Wording For Agenda: **Approval of Pinnacle Towers LLC Agreement to lease space on Whitney Rd tower at the 911 center**

This Request: **Informational Purposes Only** **Needs Action by Commissioners* Yes**

*What action are you seeking from the Commissioners? **Approval**

Department Comments/Recommendation:

Additional Documentation Attached? **Yes-Second Amendment to License Agreement**

Is review of this request or accompanying documentation by the County Attorney required? **Yes**

If so, has a copy of the documentation been forwarded to County Attorney? **Yes**

Date forwarded to County Attorney: **October 25, 2025**

Has the County Attorney review been completed? **Yes**

If this request involves the expenditure of county funds, please answer the following:

Approved in current budget?

Budget information attached?

Comments:

Purchasing Department Comments:

County Attorney Comments:

Chairman's Comments:

SECOND AMENDMENT TO LICENSE AGREEMENT

THIS SECOND AMENDMENT TO LICENSE AGREEMENT (the “**Amendment**”) is made and entered into effective as of the last date of execution set forth below, by and between **BOARD OF COMMISSIONERS OF WALTON COUNTY, GEORGIA**, a political subdivision of the state of Georgia (having a mailing address of 303 South Hammond Drive, Suite 333, Monroe, Georgia 30655) (“**Owner**”), and **PINNACLE TOWERS LLC**, a Delaware limited liability company, formerly known as Pinnacle Towers Inc. prior to a State of Delaware conversion (having a mailing address of 2000 Corporate Drive, Canonsburg, Pennsylvania 15317) (“**Licensor**”).

WITNESSETH:

WHEREAS, Owner and Licensor entered into that certain License Agreement dated March 31, 2001 (the “**Original License**”), covering certain real property, together with an easement for ingress, egress and utilities thereto, described in **Exhibit “A”** attached hereto (the “**Demised Premises**”);

WHEREAS, the Original License was amended by that certain First Amendment to License Agreement dated August 7, 2018 (the “**First Amendment**” and together with the Original License, the “**License**”); and

WHEREAS, the License has an original term (including all extension terms) that will terminate on August 6, 2033 (the “**Original Term**”) and the parties desire to amend the License to extend the Original Term and as otherwise set forth below.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **AMENDMENTS**. The License is hereby amended as follows:

(a) **Additional Terms and Renewals**. Section 3(b) of the First Amendment is hereby deleted in its entirety and the following is substituted in lieu thereof:

Licensor shall have the right to extend this License for eight (8) additional terms of five (5) years each, provided Licensor gives Owner notice in writing at least six (6) months prior to the end of the then current term of the License.

If all such options to extend are exercised, then the final expiration of the License shall occur on August 6, 2063.

(b) **License Fee**. With respect to all additional terms added pursuant to Section 1(a) hereof, the License Fee shall continue to be payable as set forth in Section 3 of the Original License.

(c) **Right of First Refusal.** If Owner receives an offer from any person or entity to purchase fee title, an easement, a lease, a license, or any other interest in the Demised Premises, any or all of Owner's interest in the License including the rent or revenue derived therefrom, Owner shall provide written notice to Licensor of said offer, and Licensor shall have a right of first refusal to acquire such interest on the same terms and conditions, excluding any terms or conditions which are (i) not imposed in good faith or (ii) directly or indirectly designed to defeat or undermine Tenant's possessory or economic interest in the Demised Premises. Owner's notice shall include the prospective buyer's name, the purchase price and/or other consideration being offered, the other terms and conditions of the offer, the due diligence period, and the proposed closing date. If Owner's notice shall provide for a due diligence period of less than sixty (60) days, then the due diligence period shall be extended to be sixty (60) days from exercise of the right of first refusal and closing shall occur no earlier than fifteen days thereafter. If Licensor does not exercise its right of first refusal by written notice to Owner given within thirty (30) days, Owner may convey the property as described in the Owner's notice. If Licensor declines to exercise its right of first refusal, then the License shall continue in full force and effect and Licensor's right of first refusal shall survive any such conveyance. Licensor shall have the right, at its sole discretion, to assign the right of first refusal to any person or entity, either separate from an assignment of the License or as part of an assignment of the License. Such assignment may occur either prior to or after Licensor's receipt of Owner's notice and the assignment shall be effective upon written notice to Owner.

(d) **Notice.** Licensor's notice address is hereby amended to be:

Licensor: Pinnacle Towers LLC
General Counsel
Attention: Legal - Real Estate Department
2000 Corporate Drive
Canonsburg, Pennsylvania 15317

2. **MISCELLANEOUS.**

(a) **Full Force and Effect.** All of the terms, provisions, covenants and agreements contained in the License are hereby incorporated herein by reference in the same manner and to the same extent as if all such terms, provisions, covenants and agreements were fully set forth herein. Owner and Licensor ratify, confirm and adopt the License as of the date hereof. Except as otherwise expressly amended herein, all the terms and conditions of the License shall remain and continue in full force and effect. Capitalized terms used herein and not otherwise defined shall have the meaning for such term set forth in the License. In case of any inconsistency between the License and this Amendment, the terms and conditions of this Amendment shall govern and control.

(b) **Binding Effect.** This Amendment shall be binding upon the heirs, legal representatives, 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 Amendment.

(c) **IRS Form W-9.** Owner agrees to provide Licensor with a completed IRS Form W-9, or its equivalent, upon execution of this Amendment and at such other times as may be reasonably requested by Licensor. In the event the Demised Premises is transferred, the succeeding Owner shall have a duty at the time of such transfer to provide Licensor with a Change of Ownership Form as provided by Licensor and completed IRS Form W-9, or its equivalent, and other related paper work to effect a transfer in rent to the new Owner. Owner's failure to provide the IRS Form W-9 within thirty (30) days after Licensor's request shall be considered a default and Licensor may take any reasonable action necessary to comply with IRS regulations including, but not limited to, withholding applicable taxes from rent payments.

(d) **Survey.** Licensor reserves the right, at its discretion and at its sole cost, to obtain a survey (the "Survey") specifically describing the Demised Premises and any access, utility or guy wire easements associated therewith. Licensor shall be permitted to attach the Survey as an exhibit to this Amendment and any related memorandum for recording, which Survey shall update and replace the existing description of the Demised Premises, at any time prior to or after closing the complete execution of this Amendment.

(e) **Representations and Warranties.** Owner represents and warrants that:

(i) Owner is duly authorized to and has the full power and authority to enter into this Amendment and to perform all of Owner's obligations under the License as amended hereby.

(ii) Licensor is not currently in default under the License, and to Owner's knowledge, no event or condition has occurred or presently exists which, with notice or the passage of time or both, would constitute a default by Licensor under the License.

(iii) Owner agrees to provide such further assurances as may be requested to carry out and evidence the full intent and purpose of the parties under the License as amended hereby, and ensure Licensor's continuous and uninterrupted use, possession and quiet enjoyment of the Demised Premises under the License as amended hereby.

(f) **Entire Agreement.** This Amendment supersedes all agreements previously made between the parties relating to its subject matter.

(g) **Litigation Costs.** In the event that it becomes necessary for either party hereto to initiate litigation for the purpose of enforcing any of its or his rights hereunder or for the purpose of seeking damages for any violation hereof, then, in addition to all other judicial remedies that may be granted, the prevailing party shall be entitled to recover reasonable attorneys' fees and all other costs that may be sustained by such prevailing party in connection with such litigation.

(h) **Counterparts.** This Amendment may be, acknowledged and delivered by electronic and digital signatures and in any number of counterparts, and each such counterpart shall constitute an original, but together such counterparts shall constitute only one instrument.

(i) **Electronic Signatures.** Each party agrees that the electronic signatures of the parties included in this Amendment are intended to authenticate this writing and to have the same force and effect as manual signatures. As used herein, "electronic signature" means any electronic sound, symbol, or process attached to or logically associated with this Amendment and executed and adopted by a party with the intent to sign such Amendment, including facsimile or email electronic signatures.

IN WITNESS WHEREOF, the parties have executed this Second Amendment to License Agreement effective as of the day and year first written above.

Signed, Sealed and
Delivered in the Presence of:
GEORGIA,

Unofficial Witness

Notary Public

MY COMMISSION EXPIRES:

OWNER:

**BOARD OF COMMISSIONERS
OF WALTON COUNTY,**

a political subdivision of the state of Georgia

By: _____ (SEAL)
Name: _____

Its: _____
Date: _____

ATTEST:

By: _____
Printed Name: _____
Title: _____

Signed, Sealed and
Delivered in the Presence of:
company

Unofficial Witness

Notary Public

MY COMMISSION EXPIRES

LICENSOR:

PINNACLE TOWERS LLC,
a Delaware limited liability

By: _____ (SEAL)

Name: _____

Its: _____

Date: _____

EXHIBIT "A"

**Tower site facilities located at 2640 Whitney Road Monroe, Georgia East of Highway 11.
Note: Licensor may, at Licensor option revise this Exhibit B to accurately reflect the description of the Demised Premises as may be determined by a survey, and/or an "as-built" construction drawing of the Demised Premises.**

Being a portion of the real property conveyed to owner pursuant to that certain deed recorded in Book 2299 Page 298, Parcel ID C1400054.