

# Walton County Department Agenda Request

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

Department Head/Representative: **Kim McCord**

Meeting Date Request: **07/08/2025**

Has this topic been discussed at past meetings?

If so, When?

TOPIC: **Third Amendment Agreement Salem Radio Properties**

Wording For Agenda: **Third Amendment Agreement Salem Radio Properties (Windsor Tower Lease - E911)**

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

\*What action are you seeking from the Commissioners? **Acceptance**

Department Comments/Recommendation:

Additional Documentation Attached? **Copy of 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: **06/11/2025**

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

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

Approved in current budget?

Budget information attached?

Comments:

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Purchasing Department Comments:

County Attorney Comments:

Chairman's Comments:

### THIRD AMENDMENT TO LEASE AGREEMENT

The Third Amendment to Lease Agreement (this "Third Amendment") is executed June \_\_, 2025, by and between SALEM RADIO PROPERTIES, INC., hereinafter called "Landlord", and BOARD OF COMMISSIONERS OF WALTON COUNTY, GEORGIA, hereinafter called "Tenant".

#### W I T N E S S E T H

WHEREAS, Landlord and Tenant entered into that certain Windsor Tower Lease dated February 25, 2008 (the "Original Lease"), as amended by that certain First Amendment to Lease Agreement dated March 26, 2013 (the "First Amendment"), as amended by that certain Second Amendment to Lease Agreement dated May 8, 2018 (the "Second Amendment"; the Original Lease, as amended by the First Amendment, as amended by the Second Amendment, collectively, the "Lease") providing for the attachment of Tenant's 800 MHz S.M.R. Emergency Service Communications antennas and Microwave dish on Landlord's tower, as more specifically described therein, for the Tower and Building located at 1621 Piney Grove Road, Loganville, GA for a term of five (5) years commencing on April 1, 2018 through March 31, 2023; and

WHEREAS, the Second Amendment expired on March 31, 2023, and since such date Tenant has continued to occupy the premises on a month-to-month basis; and

WHEREAS, the parties now desire to formally extend the Lease for an additional fixed term and set forth the applicable rent and terms governing such extension.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree to amend the Lease as follows:

#### **1. Continuation of Lease; Extended Term**

The Lease shall be deemed to have continued in full force and effect following the expiration of the Second Amendment without interruption, and the term of the Lease is hereby extended for a period of five (5) years, commencing on April 1, 2023, and expiring on March 31, 2028 (the "Extended Term").

#### **2. Base Rent During Extended Term**

During the Extended Term, Tenant shall pay monthly base rent to Landlord in accordance with the following schedule, reflecting annual increases of five percent (5%), effective on each anniversary of the commencement date (April 1):

Lease Year	Period	Monthly Rent	Annual Rent
Year 1	4/1/2023 – 3/31/2024	\$4,202.08	\$50,424.96
Year 2	4/1/2024 – 3/31/2025	\$4,412.18	\$52,946.16
Year 3	4/1/2025 – 3/31/2026	\$4,632.80	\$55,593.60
Year 4	4/1/2026 – 3/31/2027	\$4,864.44	\$58,373.28
Year 5	4/1/2027 – 3/31/2028	\$5,107.66	\$61,291.92

All base rent shall be payable in accordance with the terms and conditions set forth in the Lease.

### **3. Additional Extended Terms**

Notwithstanding any provision to the contrary in the Lease, Tenant shall have the right to further extend the Lease beyond the Extended Term for up to five (5) additional consecutive terms of five (5) years each (each, an "Additional Extended Term").:

- a. Tenant may exercise its right to an Additional Extended Term by delivering written notice of Tenant's intent to renew no later than six (6) months prior to the expiration of the Extended of the then-current Lease term, whether the initial Extended Term or a subsequent Additional Extended Term.
- b. Each Additional Extended Term shall commence immediately upon the expiration of the then-current Lease Term and shall be subject to the same terms and conditions as the Lease, except as expressly modified herein.

### **4. Rent During Additional Extended Terms**

During each Additional Extended Term, Tenant shall pay monthly base rent to Landlord in accordance with the terms of the Lease, with such base rent subject to an annual increase of five percent (5%), effective on each anniversary of the original Lease commencement date (April 1) during the Additional Extended Term.

### **5. Ratification**

Except as expressly modified by this Third Amendment, all terms, covenants, and conditions of the Lease shall remain in full force and effect and are hereby ratified and affirmed by the parties.

**IN WITNESS WHEREOF, the parties have executed this Third Amendment to Lease Agreement.**

LANDLORD:

SALEM RADIO PROPERTIES, INC.

\_\_\_\_\_  
By: Christopher J. Henderson  
Executive Vice President & General Counsel

TENANT:

BOARD OF COMMISSIONERS OF WALTON  
COUNTY, GEORGIA

\_\_\_\_\_  
By: David Thompson  
Chairman