

RESOLUTION NO. 91-184

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA (THE "BOARD") AUTHORIZING COMMISSIONER DONALD H. HEROLD TO EXECUTE AND DELIVER ON BEHALF OF THE BOARD A TOURISM DEVELOPMENT AGREEMENT IN THE FORM ATTACHED HERETO AS EXHIBIT A TO PGA TOUR, INC. AFTER PGA TOUR, INC. HAS EXECUTED TWO DUPLICATE ORIGINALS THEREOF AND DELIVERED SAME TO THE COUNTY FOR EXECUTION BY THE BOARD; AND PROVIDING A TIME LIMIT FOR SAME.

WHEREAS, St. Johns County Ordinance 91-45 authorized St. Johns County Commissioner Donald H. Herold to execute a Tourism Development Agreement obligating the payment of County funds to PGA TOUR, Inc. (the "TOUR") in exchange for the TOUR'S obligation to relocate PGA TOUR Productions to the County and to construct and operate the PGA TOUR Hall of Fame within the County and/or to promote and advertise the County either alone or jointly with the PGA TOUR Hall of Fame and PGA TOUR Productions provided that the form of the Tourism Development Agreement has first been approved by the Board; and

WHEREAS, the Board hereby finds, determines, and declares that the execution of a Tourism Development Agreement with PGA TOUR, Inc. in the form attached hereto as Exhibit A is in the best interest of St. Johns County, Florida and its citizens.

NOW THEREFOR, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA:

St. Johns County Commissioner Donald H. Herold is hereby authorized to execute and deliver on behalf of the Board of County Commissioners of St. Johns County, Florida a Tourism Development Agreement in the form attached hereto as Exhibit A to PGA TOUR, Inc. after PGA TOUR, Inc. has executed two duplicate originals thereof and delivered same to the County for execution by the Board.

This authorization to Commissioner Donald H. Herold will automatically expire if Commissioner Herold has not executed the Tourism Development Agreement prior to December 26, 1991.

This Resolution shall become effective immediately upon its passage.

PASSED, APPROVED AND ADOPTED this 26th day of November, 1991.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

BY: *Paul B. [Signature]*

Chairman

(OFFICIAL SEAL)

ATTEST: Carl "Bud" Markel, Clerk

BY: *Patricia DeHanna*

Deputy Clerk

TOURISM DEVELOPMENT AGREEMENT

BY AND BETWEEN

ST. JOHNS COUNTY, FLORIDA

AND

PGA TOUR, INC.

EXHIBIT "A"

TOURISM DEVELOPMENT AGREEMENT

THIS TOURISM DEVELOPMENT AGREEMENT is entered into by and among the following parties as of the 26th day of November, 1991 in St. Johns County, Florida:

1. PARTIES. The parties to this Agreement are as follows:

St. Johns County, Florida, a political subdivision of the State of Florida organized and existing under the constitution and laws of the State of Florida (hereinafter sometimes referred to as the "County"); and

PGA TOUR, Inc., a not-for-profit corporation organized and existing under the laws of the State of Maryland (hereinafter referred to as the "TOUR"), a division of which is PGA TOUR Productions (hereinafter sometimes referred to as "Productions").

2. DEFINITIONS. The following words and phrases shall have the following meanings herein:

"Agreement" means this Tourism Development Agreement.

"Board" means the Board of County Commissioners of St. Johns County, Florida, being the governing body of the County.

"Hall of Fame" means the attraction established by the TOUR to educate the general public as to the origins, history and highlights of the PGA TOUR and which will also include interactive video exhibits. The Hall of Fame will also include the national headquarters of Productions and is expected to include a four star resort hotel, two 18 hole resort quality golf courses and club house, and a golf academy.

"PGA TOUR" means an organization whose members include the best and most recognized professional golfers in the world. The PGA TOUR conducts numerous golf tournaments, many of which are televised, for its members.

"Production Facility" means a state of the art video post-production facility, including without limitation, on-line edit suites, a graphics area with the latest digital effects capabilities, a full audio complex and video tape library.

"State" means the State of Florida.

3. BACKGROUND FACTS.

a. The Board has determined that tourism and the tourism industry, among others, are vital to the economy of the County and to the welfare of the County and should be enhanced and expanded to improve the competitive position of the County and to enhance the quality of life of its people. There is a need to enhance the tourist activity in the County by attracting enterprises conducive to tourist development in order to provide a stronger, more balanced and stable economy in the County while providing for the health, safety and welfare of its people. It is necessary and in the public interest and constitutes a valid county purpose to facilitate projects which entice and promote tourism and the tourism industry in the County. The establishment of the Hall of Fame in the County and the relocation of Productions to the County will promote and expand tourism in the County and advance and promote the county purposes set forth above.

b. The TOUR is presently headquartered in the County. The TOUR is desirous of relocating Productions to the County and proposes to establish its Hall of Fame and the Production Facilities in the County. The establishment of such facilities within the County will enhance and provide significant tourism and tourism income to the County economy.

c. As set forth in this Agreement, the County is agreeing to enter into an arrangement with TOUR for the TOUR's provision of certain media-related services. The County will derive substantial direct and indirect economic benefit from such arrangement in the form of significant advertising and other mass media exposure.

4. RECITAL OF CONSIDERATION. In consideration of the foregoing Background Facts and the mutual covenants and agreements hereinafter set forth, together with other good and valuable considerations, the receipt, adequacy and sufficiency of which are hereby mutually acknowledged by each party, the parties hereto agree to the terms of this Agreement.

5. REPRESENTATIONS AND WARRANTIES.

a. Of the County. The County is a political subdivision duly organized and validly existing under the laws and constitution of the State of Florida and has all requisite power and authority as a county to enter into and perform its obligations under this Agreement; this Agreement has been duly authorized by all requisite action (including, without limitation,

all required approvals of the Board at meetings duly called and held pursuant to the applicable requirements of law) and is enforceable against the County in accordance with its terms; and the consummation of the transactions of the County provided for herein will not constitute a violation or breach by the County of any provision of any resolution, ordinance, law, regulation or constitutional provision nor will it constitute a violation of any provision of any agreement or other instrument to which the County is a party, nor will it result in or constitute a violation or breach of any judgment, order, writ, injunction or decree issued or pending against the County. The County reasonably anticipates that it will have available adequate and unencumbered funding sources sufficient to make the payments described in Section 7 hereof.

b. Of the TOUR. The TOUR is a not-for-profit corporation duly organized and validly existing under the laws of the State of Maryland and has all requisite power and authority to carry on its business as now being conducted and to enter into and perform this Agreement; Both TOUR and Productions are authorized by the State of Florida to conduct their business within the State of Florida; Productions is a wholly owned division of the TOUR; TOUR has previously contractually obligated itself to pay the City of Jacksonville, Florida and/or the Duval County Development Council the sum of \$800,000 plus interest at the rate of eight percent (8%) per annum from the date of funding as described in said contract to the date of the applicable refund notice as described in said contract as a result of TOUR'S termination of the tourism development agreement described in

Section 7(a) hereof; the TOUR'S stated expectations included in the last sentence of the definition of Hall of Fame set forth on the first page of this Agreement are reasonable based upon current feasibility and market studies conducted by or on behalf of the TOUR provided that the TOUR can obtain the governmental permits and authorizations necessary to commence and complete construction of such expected facilities and the TOUR covenants to proceed with due diligence (subject to reasonable economical or financial limitations) to obtain such permits; the TOUR is an equal opportunity employer and is committed to total County citizen participation in job opportunities both during construction and for permanent employment; the TOUR will use its best efforts to incorporate "design with nature" as a major design criteria for the Hall of Fame project; this Agreement has been duly authorized by all requisite action (including, without limitation, all required approvals of the directors of the TOUR at meetings duly called) and is enforceable against the TOUR in accordance with its terms; and neither the execution and delivery of this Agreement nor the consummation of the transactions provided herein will constitute a violation or breach by the TOUR of any provision of any resolution, ordinance, rule, regulation, law or constitutional provision nor will it constitute a violation of any provision of any agreement or other instrument or any rule, regulation or law to which the TOUR is a party or to which the TOUR may be subject although not a party, nor will it result in or constitute a violation or breach of any judgment, order, writ, injunction or decree issued or pending against the TOUR.

6. RELOCATION OF PRODUCTIONS TO THE COUNTY. Productions is currently located in Jacksonville, Florida. Subject to Section 9.b hereof, TOUR agrees that on or before December 31, 1995 the TOUR will relocate Productions and Production's entire Production Facility to the County as part of the Hall of Fame.

7. PAYMENTS FOR TOUR'S SERVICES. In return for the relocation of Productions and the Production Facility to the County as described in section 6 above and for TOUR (acting on its own behalf or through Productions) performing the acts and providing the services described in Section 8 hereof, the County agrees as follows:

a. The County agrees to pay TOUR on or before December 31, 1991 the sum of \$896,000 (the "County Payment") which represents the amount that TOUR represents to the County that TOUR is required to refund to the City of Jacksonville, Florida and/or the Duval County Development Council (the "Original Payor(s)") by reason of terminating a tourism development agreement dated as of August 8, 1989 (entered into as of September 6, 1989) by and among the TOUR, The City of Jacksonville, The Duval County Tourist Development Council, and The Jacksonville Chamber of Commerce. To the extent the TOUR (i) is not required to make such payment refund or (ii) if such payment is or has been refunded and the Original Payor(s) then refund all or a portion thereof back to TOUR or its divisions or subsidiaries or (iii) if the Original payor(s) receive services, credits, or benefits from the TOUR or its divisions or subsidiaries for its or their selves or for others in lieu of the refund or with

refunded dollars or their equivalent, then the County shall not be obligated to make such County Payment to TOUR or, if such County Payment has already been made, then the TOUR will promptly refund such County Payment back to the County, or if feasible time wise, have it credited as payment toward the Additional Payment described in subparagraph (b) below.

b. In addition to the County Payment, the County shall make additional payments to the TOUR in the total amount of \$800,000 (the "Additional County Payment"). The Additional County Payment shall be payable in two equal annual installments of \$400,000 each for two consecutive years, each of which shall constitute the entire annual obligation for each applicable year. The first installment shall be due and payable on October 15, 1992, and the remaining installment due on October 15, 1993. The Additional County Payment shall be payable solely and only from the sources and in the manner described in (c) below.

c. The County agrees to budget and appropriate in its annual budgets, by amendment, if necessary, from Non-Ad Valorem Funds (as hereinafter defined in this subsection (c)), lawfully available in each County fiscal year, amounts sufficient to timely make the payments required under subsections (a) and (b) above. Notwithstanding the preceding sentence however, the County does not covenant to maintain any services or programs now or later provided or maintained by the County which generate Non-Ad Valorem Funds. This agreement to budget and appropriate lawfully available Non-Ad Valorem Funds does not create any lien upon or pledge of such Non-Ad Valorem Funds, nor does it preclude the County from pledging in the future its Non-Ad Valorem

Funds, nor does it require the County to levy and collect any particular Non-Ad Valorem Funds, nor does it preclude the County from making the same or similar covenant for other bond, note, guaranty, or contractual indebtedness, nor does it give the beneficiary of this Agreement a prior claim on the Non-Ad Valorem Funds as opposed to claims of other general creditors of the County. This agreement to appropriate lawfully available Non-Ad Valorem Funds is subject in all respects to the prior payment of all obligations secured by a pledge or pledges of County revenues heretofore or hereinafter entered into (including the payment of debt service on bond and other debt installments). This agreement to budget and appropriate in its annual budget for the purposes and in the manner stated in this Agreement shall have the effect of making available for the payments described in subsections (a) and (b) above, lawfully available Non-Ad Valorem Funds and placing on the County a positive duty to appropriate and budget, by amendment, if necessary, amounts from lawfully available Non-Ad Valorem Funds, if any, sufficient to meet its obligations under this section 7; subject, however, in all respects to the restrictions of State laws regulating county budgets, including Section 129.07, Florida Statutes, as amended, which provides that the governing body of each county make appropriations for each fiscal year which, in any one year, shall not exceed the amount to be received from taxation or other revenue sources; and subject, further, to the prior payment from Non-Ad Valorem Funds of services and programs which (i) are for essential public purposes affecting the health, welfare

and safety of the inhabitants of the County, and/or (ii) are legally mandated by applicable law, and/or (iii) are for the services for which the revenues were received. The County's determination that a service is an essential public purpose shall be conclusive and final.

"Non-Ad Valorem Funds" shall mean all revenues of the County derived from any source whatsoever other than (i) ad valorem taxation on real or personal property (ii) pledged non-ad valorem revenues, (iii) assessments, and (iv) revenues that are restricted by law or contract to other uses.

Notwithstanding anything to the contrary set forth in this Section 7, in the event TOUR provides the County with the Refund Notice described in Section 9.b and timely makes the refund described therein to the County, the obligation of the County to make any further payments to TOUR shall immediately cease.

8. OBLIGATIONS OF TOUR. In exchange for the County Payment and the Additional County Payment, TOUR agrees, subject to section 9(b) hereof (i) that it will timely perform the duties described in sections 6 and 9(a) hereof, (ii) that it will timely perform or do, or cause to be performed or done, and will refrain from doing or allowing to be done, as is applicable, each of the duties, obligations and promises set forth in Exhibit A attached hereto and hereby incorporated herein, and (iii) that during the times hereinafter indicated it will cause Productions

to do the following:

a. On or before June 30, 1995 Productions will create and deliver to the County, at no cost, a brief videotape (i.e., three to five minutes) for public view detailing the move of its National Headquarters to the County, the reasons for such move, and the benefits that come with it and will broadcast a duplicate of the videotape or an equivalent approved by the County on "Inside the PGA Tour" during or prior to the year 1995. The TOUR represents that the approximate value of the video is \$15,000. In addition, the County shall have the right to utilize the name and likeness of TOUR's logo and/or Commissioner in promoting the County provided that all such promotional materials shall be subject to the prior approval of TOUR (for logo) or TOUR's Commissioner (for Commissioner). Such approval shall not be unreasonably withheld.

b. Productions will add during the years 1992 and 1993 one feature each year on "Inside the PGA TOUR" on the progress of the movement of the Hall of Fame to the County (TOUR represents the value as approximately \$21,000 annually) which will emphasize St. Johns County as the location of the Hall of Fame.

c. Productions will create a 30 second television commercial for the County to the reasonable satisfaction of the Board, at no cost, and will guarantee it airs at least once on a network golf telecast and at least twice on a cable golf telecast each year during the years 1992, 1993, 1994 and 1995 (TOUR represents the value as approximately \$75,000 annually).

d. The credit that closes each product created by Productions subsequent to the date of this Agreement shall contain the dateline "St. Johns County, Florida."

e. The move of Productions to the County will be featured in the PGA TOUR Media Guide for 1993, which is distributed to media nationwide, and marketed to golf fans. Such feature will include a minimum of a two page narrative description in the front section of such Media Guide highlighting the County as a travel and tourist destination.

f. The move of Productions to the County will be publicized through the PGA TOUR Public Relations Department from time to time. Releases will initially go to approximately 3,500 golf writers and broadcasters worldwide, and to a variety of sports, television and business publications including Ad Age, Business Week, Forbes, Sports Illustrated, Fortune and Variety. Such publicity and releases will emphasize St. Johns County as the new home of Productions.

g. Any time that Productions decides to advertise its services through print advertising, its location in the County will be mentioned.

h. For the four (4) year period beginning with the date the Hall of Fame is opened for business, TOUR agrees to utilize the greater of fifty (50) units or thirty-three percent (33%) of TOUR's total Public Service Announcement ("PSA") inventory allocated to it by network and cable broadcasters to feature the development of the Hall of Fame and its location in St. Johns County, Florida highlighting the historical and recreational features of St. Johns County and the City of St. Augustine (the "City") and promoting the County and the City as a family tourist destination. Such PSA's will be aired during TOUR televised

events on ABC, NBC, and ESPN, and other television networks or entities that produce or broadcast TOUR televised events, including the annual induction ceremony of honorees into the PGA TOUR Golf Hall of Fame, and in periodic features of the TOUR's two national televised shows, "Inside the PGA TOUR," and "Inside the Senior PGA TOUR". All such PSA's shall be subject to FCC requirements and applicable standards and practices governing such announcements. The TOUR represents that the commercial value of such PSA's is approximately \$1.7 million per year. In the event that the County receives written notification prior to December 25, 1991 from the TOUR that the County is not required to make the \$896,000 County Payment described in section 7(a) then the four (4) year period set forth in the first sentence of this subsection (h) shall automatically be reduced to a two (2) year period.

Notwithstanding anything to the contrary set forth in this Section 8, in the event TOUR timely provides the County with the Refund Notice described in Section 9.b and timely makes the refund described therein to the County, the obligations of the TOUR to continue to provide the services described in this Section 8 shall immediately cease.

9. ESTABLISHMENT OF HALL OF FAME IN THE COUNTY.

a. Subject to the terms of this Agreement, including specifically the immediately subsequent subsection (b), TOUR agrees that on or before December 31, 1995 it will construct the Hall of Fame in the County and that it will continue to

operate and maintain the Hall of Fame in the County for 30 years after such date. TOUR agrees further that for a period of time not to exceed (i) seven years from the date of formal opening of the Hall of Fame in the County (the "Opening Date") as to the continental United States, and (ii) ten years from the Opening Date as to the states of Florida and Georgia, TOUR will not construct, develop or operate, nor affiliate TOUR with another facility incorporating the same or substantially similar concepts and promotion as the Hall of Fame or hall of Fame complex, it being the intent of the parties that for such period of time, the Hall of Fame and Hall of Fame complex, as contemplated under the terms of this Agreement, shall constitute the exclusive golfing Hall of Fame project affiliated with TOUR within these areas for the period stated. In the event that after such period additional Halls of Fame are developed in other locations, TOUR further agrees that the facility located in St. Johns County will be identified as the "Original PGA TOUR Hall of Fame" and cross promotions beneficial to it and other facilities (similar to that for the TPC Network) will be conducted on a regular basis.

b. Notwithstanding anything to the contrary set forth in this Agreement, if at any time the parties mutually determine that the development of the Hall of Fame in the County is not feasible or if TOUR unilaterally determines prior to December 31, 1993 that the development of the Hall of Fame in the County is not feasible, TOUR shall so notify the County in writing (the "Refund Notice"). Along with the Refund Notice delivered

to the County, TOUR shall include a cash refund equal to the total amount of the County Payment and Additional County Payment actually received to the date of the Refund Notice along with interest on such amount calculated at a rate of eight percent (8%) per annum from the date of funding to the date of the Refund Notice. After the delivery of the Refund Notice along with the refunds described above, TOUR shall have no further obligation to locate the Hall of Fame in the County and the County shall have no further obligation under this Agreement to make payments to the TOUR.

10. MISCELLANEOUS.

a. No Assignment. This Agreement shall not be assignable by any party; provided, however, the TOUR may assign all or portions of its benefits under this Agreement to existing or newly formed wholly owned divisions of the TOUR and the County may assign all or portions of its benefits to other governmental entities.

b. Counterparts. This Agreement may be executed by the parties hereto individually or in combination, in one or more counterparts, each of which shall be an original and all of which shall constitute one and the same agreement.

c. Severability. In the event any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been included. This subsection shall not apply if

unenforceability results from State or federal government refusal to issue necessary permits or authorizations.

d. Notices. All notices and demands herein described shall be in writing. Whenever any notice, demand or request is required or permitted hereunder, such notice, demand or request shall be hand-delivered personally or delivered by express mail or courier service or sent by United States Mail registered or certified, postage prepaid, to the addresses set forth below.

If to County: St. Johns County
County Administration Building
4020 Lewis Speedway
St. Augustine, Florida 32095
Attention: County Administrator

If to TOUR: PGA TOUR, INC.
112 TPC Boulevard
Ponte Vedra Beach, Florida 32082
Attention: Edward L. Moorhouse

Any notice, demand or request which shall be served upon either of the parties in the manner aforesaid shall be deemed sufficiently given for all purposes hereunder (1) at the time such notices, demands or requests are hand delivered or (2) at the time such notices, demands or requests are posted, postage prepaid, in the United States Mail in accordance with the preceding portion of this Section; provided, however, the time for response to any notice, demand or request shall commence three days after such posting or upon actual receipt, whichever is earlier.

e. Entire Agreement. This Agreement contains all of the agreements, representations and warranties of the parties

hereto and supersedes all other discussion, understandings or agreements in respect to the subject matter hereof. All prior discussions, understandings and agreements are merged into this Agreement, which alone fully and completely expresses the agreement and understandings of the parties hereto.

f. No Benefit to Other Parties. Except as otherwise provided herein, none of the provisions hereof shall inure to the benefit of any party other than the parties hereto and their respective successors and permitted assigns, or be deemed to create any rights, benefits or privileges in favor of any other party except the parties hereto.

g. Headings. The captions and headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation hereof.

h. Construction. All references to "Sections" in this Agreement shall be construed to be to provisions of this Agreement unless otherwise specifically provided. Wherever required by the context, any gender shall include any other gender, the singular of which shall include the plural, and the plural shall include the singular.

i. Governing Law. This Agreement shall be governed, construed and enforced in accordance with the laws of the State.

j. No Waiver. The waiver by one party of the performance of any covenant or condition herein shall not invalidate this Agreement, nor shall it be considered to be a waiver by such party of any other covenant or condition herein. The waiver by either or all parties of the time for performing any act shall not constitute a waiver of the time for performing any

other act or an identical act required to be performed at a later time. The exercise of any remedy provided by law and the provisions of this Agreement shall not exclude other remedies unless they are expressly excluded.

k. Amendments. This Agreement may be amended, superseded, extended or modified only by an instrument in writing referring hereto signed by all parties hereto.

l. Time of the Essence; Saturday, Sunday, or Legal Holiday.

It is expressly agreed by the parties hereto that time is of the essence with respect to this Agreement. Notwithstanding the foregoing, if any date set forth in this Agreement for the performance of any obligation by any party or for the delivery of any instrument or notice should be on a Saturday, Sunday, or legal holiday, then the compliance with such obligations or delivery shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday. For purposes of this subsection l, "legal holiday" shall mean any state or federal holiday for which financial institutions or post offices are generally closed in the County for the observance thereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed all as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

**BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA**

(OFFICIAL SEAL)

By: _____
Member of Board

Attest:

Clerk

PGA TOUR, INC.

By: _____
Its: _____ President

(CORPORATE SEAL)

STATE OF FLORIDA

COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged to before me
this ____ day of _____, 1991, by
_____, the member of the Board of County
Commissioners of St. Johns County, Florida authorized to execute
such instrument, on behalf of the Board.

Notary Public, State of Florida
My Commission Expires:

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged to before me
this _____ day of _____, 1991 by
_____, the Commissioner of PGA TOUR, INC.,
a Maryland corporation, on behalf of the corporation.

Notary Public, State of _____
at large

My Commission Expires:

TOURISM DEVELOPMENT AGREEMENT
BETWEEN ST. JOHNS COUNTY AND THE PGA TOUR, INC.

EXHIBIT A

1. The TOUR agrees that neither it nor any of its divisions or subsidiaries will enter into any agreement with the State of Florida, any political subdivision of the State of Florida other than St. Johns County, Florida, or any other governmental or governmental sponsored entity (collectively or singularly, the "Government") that is located within a 100 mile radius of St. Johns County to promote the Hall of Fame or Productions or that Government's proximity to the Hall of Fame or Productions for a period of thirty years without the County's prior written consent. The County shall be exclusively promoted as the "Home of the PGA TOUR Hall of Fame".
2. The TOUR shall make available to the County the Hall of Fame golf course for one mutually agreed upon day per year for use in a promotional and/or charitable golf event to benefit the citizens of the County. The TOUR agrees not to charge green fees to participants in this event. The County agrees that cart fees and other incidental course charges may be charged for the event.
3. The Tour at no cost to the County shall assist in the promotion of an annual golf tournament at the County's golf course in conjunction with their ongoing efforts to support and promote public access to the game of golf.

4. As the home of the Hall of Fame, the County shall have the non exclusive right to use the pictorial rights to the "17th hole" of the Tournament Players Club course for use in promoting the County as a family and recreation vacation destination subject to prior approval of the TOUR for each such use which such approval shall not be unreasonably withheld.