



1 Village, as envisioned by the Tourism Development Agreement. The  
2 World Golf Village also includes a building site for relocation of  
3 PGA TOUR Productions which building site will be available for  
4 construction and completion on or before September 1, 1998. In  
5 view of various delays encountered by WGV and TOUR, it is  
6 appropriate and in the best interests of the County to extend the  
7 anticipated development and relocation dates set forth in the  
8 Tourism Development Agreement.

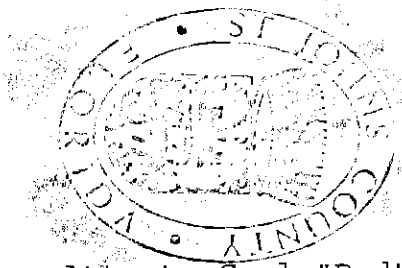
9 **Section 3. Authorization of Execution and Delivery of**  
10 **Amendment to Tourism Development Agreement.** The County  
11 Administrator is hereby authorized and directed to execute and  
12 deliver the Amendment to Tourism Development Agreement in  
13 substantially the form of Exhibit "A" attached hereto and by this  
14 reference made a part hereof, with such omissions, insertions and  
15 variations as may be necessary or desirable and approved by the  
16 County Administrator prior to delivery thereof, such necessity or  
17 desirability and approval by the County Administrator to be  
18 conclusively be presumed by his execution thereof.

19 **Section 4. Repealing Clause.** All Resolutions or parts  
20 thereof in conflict herewith are hereby superseded and repealed to  
21 the extent of such conflict.

22 **Section 5. Effective Date.** This Resolution shall take effect  
23 immediately upon its adoption.

1 PASSED AND ADOPTED this 8th day of October, 1996, by the  
2 Board of County Commissioners of St. Johns County, Florida.

3 St. Johns County  
4 Board of County Commissioners



5 By: Ronald Jordan  
6 Its: Chair Donald Jordan

7 Attest: Carl "Bud" Markel, Clerk

8 Denise S. Newdome  
9 Deputy Clerk

## AMENDMENT TO TOURISM DEVELOPMENT AGREEMENT

THIS AMENDMENT TO TOURISM DEVELOPMENT AGREEMENT (this "Amendment") is entered into by and among the following parties as of the 17<sup>th</sup> day of October, 1996, in St. Johns County, Florida:

1. Parties. The parties to this amendment are 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 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. All capitalized terms used herein shall have the meaning assigned to them in that certain Tourism Development Agreement entered into by the County and the TOUR dated as of November 26, 1991 (hereinafter referred to as the "Tourism Development Agreement"), unless the use or context clearly indicates otherwise.

3. Background Facts. Due to delays in obtaining necessary approvals and authorizations, it is not feasible to complete the Hall of Fame or relocation of Productions to St. Johns County, Florida, by the date anticipated in the Tourism Development Agreement. The parties have determined to amend the affected portions of the Tourism Development Agreement by the terms of this Amendment.

4. Recital of Consideration. In consideration of the foregoing background facts and the mutual covenants and agreements hereinafter set forth and set forth in the

Tourism Development Agreement, together with other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby mutually acknowledged by each party, the parties hereto agree to the terms of this Amendment.

5. Amendment of Tourism Development Agreement.

a. Paragraph 6 of the Tourism Development Agreement is hereby amended by deleting the reference to December 31, 1995, and substituting in lieu thereof September 1, 1998.

b. Paragraph 8(a) of the Tourism Development Agreement is hereby amended by deleting the reference in the first sentence to June 30, 1995, and substituting in lieu thereof June 30, 1998.

c. Paragraph 9(a) of the Tourism Development Agreement is hereby amended by deleting the reference in the first sentence to December 31, 1995, and substituting in lieu thereof September 1, 1998.

6. Counterparts. This Amendment 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.


7. Governing law. This agreement shall be governed, construed and enforced in accordance with the laws of the State of Florida.

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

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

By:   
Its: County Administrator

PGA TOUR, INC.

By:   
Its: Edward L. Moorhouse  
Executive Vice President