

STATE OF GEORGIA
COUNTY OF DEKALB

AMENDMENT NO. 1
TO
CONTRACT NO. 12-800884

THIS AMENDMENT NO. 1 TO THE CONTRACT NO. 12-800884 by and between DeKalb County, a political subdivision of the State of Georgia (hereinafter referred to as the “County”) and Cornerstone Golf Partners, a corporation organized and existing under the laws of the State of Georgia, formerly known as Georgia Golf Partners, LLC (hereinafter referred to as the “Contractor”) (hereinafter the “Amendment”):

WITNESSETH:

WHEREAS, County and Contractor have previously entered into a certain Contract dated February 1, 2012 (DeKalb County Contract No. 12-800884) to Manage, Maintain, and Operate Mystery Valley Golf Club and Sugar Creek Golf & Tennis Club (hereinafter referred to as the “Agreement” or “Contract”);

WHEREAS, as of October 1, 2017, the management, operation and maintenance of the Sugar Creek Golf & Tennis Club will be provided through a separate contract;

WHEREAS, the County and the Contractor desire to amend the subject Contract so as to remove any reference or future responsibility with regard to the Sugar Creek Golf & Tennis Club, as of the date of this Amendment; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and in consideration of the mutual promises and undertakings contained herein, the parties hereto do hereby agree and consent to the following:

I. From the date of this Amendment forward, the Contract is hereby amended as follows:

- A. **DELETE** the term, definition and reference to the “Sugar Creek Golf & Tennis Club” and “tennis” in their entirety from the Agreement and Attachments incorporated therein;
- B. **DELETE** Article V(B)(2) (the Description of the Sugar Creek Golf and Tennis Club Premises) in its entirety; and
- C. **REPLACE AND AMEND** Article III. - Payment, Para. (d) of the Contract by creating a Capital Reserve Account in the amount of fifty thousand dollars (\$50,000.00), to be used by the County to fund Capital Improvements, as defined in the Contract, during the Term of this Agreement and in accordance with Article III and Article V thereof.

II. SUGAR CREEK EQUIPMENT. Based on and subject to this Amendment, all equipment that is listed as part of the Sugar Creek Golf & Tennis Club shall be returned to the County in good condition pursuant to the terms of the Contract.

III. NO ADDITIONAL MODIFICATION. All other terms and conditions of the Contract remain unchanged and in full force and effect. The terms and conditions contained in this Amendment No. 1 shall govern over any inconsistent terms and conditions contained in the Agreement.

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have set their hands and caused their seals to be affixed hereupon in three (3) counterparts, each to be considered as an original by their authorized representatives, on this ____ day of October, 2017.

CORNERTONE GOLF PARTNERS

DEKALB COUNTY, GEORGIA

By: _____(SEAL)
Signature

_____ **by Dir.**(SEAL)
MICHAEL L. THURMOND
Chief Executive Officer
DeKalb County, Georgia

Name (Typed or Printed)

Date

Title

Date

ATTEST:

ATTEST:

Signature

BARBARA SANDERS, CCC
Clerk of the Chief Executive Officer
And Board of Commissioners of
DeKalb County, Georgia

Name (Typed or Printed)

Date

Title

Date

APPROVED AS TO SUBSTANCE:

APPROVED AS TO FORM:

Department Director

County Attorney Signature

County Attorney Name (Typed or Printed)

CERTIFICATE OF CONTRACTOR CORPORATE RESOLUTION

I, _____, certify the following:

That I am the duly elected and authorized Secretary of _____
(hereinafter referred to as the "corporation"), a corporation organized and incorporated to do business under
the laws of the State of _____;

That said corporation has, through lawful resolution of the Board of Directors of the corporation,
duly authorized and directed _____, in his official capacity as
_____ of the corporation, to enter into and execute the following
described agreement with DeKalb County, a political subdivision of the State of Georgia:

____ That the foregoing Resolution of the Board of Directors has not been rescinded, modified, amended,
or otherwise changed in any way since the adoption thereof, and is in full force and effect on the date hereof.

IN WITNESS WHEREOF, I have set my hand and corporate seal;

This the _____ day of _____, 20__.

_____(CORPORATE SEAL)
(Secretary)