

EXHIBIT 4

THIS INSTRUMENT RETURN TO:

Denise Gibbs, City Clerk  
City of Miramar  
2300 Civic Center Place  
Miramar, Florida 33025

THIS INSTRUMENT PREPARED BY:

Paul R., Gougelman, Esq.  
City of Miramar City Attorney's Office  
Weiss Serota Helfman Cole & Bierman, P.L.  
200 East Broward Boulevard Suite 1900  
Fort Lauderdale, FL 33301

Property Appraiser's Parcel

Identification #:

Parcel A – Part of 5140-29-09-0010

Parcel B – Part of 5140-29-09-0020

**PARTIAL WAIVER OF DEED RESTRICTION**

THIS PARTIAL WAIVER OF DEED RESTRICTION ("Waiver") between BROWARD COUNTY, a political subdivision of the State of Florida, by and through its Board of County Commissioners, whose address is Governmental Center, Room 423, 115 South Andrews Avenue, Ft. Lauderdale, Florida 33301 ("County"), and the City of Miramar, a Florida municipal corporation, whose address is 2300 Civic Center Place, Miramar, FL 33025 ("City"), is entered into and effective as of the date this Waiver is executed by County ("Effective Date").

WITNESSETH:

WHEREAS, this Waiver relates to portions of certain land known as Miramar Regional Park ("Park"); and

WHEREAS, the County conveyed the Park to the City pursuant to a quitclaim deed recorded on December 17, 2002, in Official Records Book 34266, Page 1408, in the Public Records of Broward County, Florida (the "Deed"); and

WHEREAS, the Deed included a use restriction and reverter clause, which provides as follows:

"if the CITY OF MIRAMAR shall fail to use and maintain the property for [ ] public park purposes and ancillary/incidental uses thereto including, but not limited to, concession stand(s), restroom(s), parking area(s), park office, park maintenance area, and similar, park support infrastructure, plus placement of one communication tower, then the entire land shall revert to Broward County, its successors and

assigns." ("Deed Restriction"); and

WHEREAS, the City Commission of the City of Miramar, Florida, at a regular meeting held on November 27, 2017, adopted Resolution TR 6618, which approved and authorized the City to execute a Comprehensive Agreement and Agreement for Ground Lease with the American Tennis & Education Foundation, Inc., a Florida not-for-profit corporation, (the "ATEF") for the development of a national multi-court tennis center, the national headquarters for ATEF and its affiliates, a tennis hall of fame museum, and a hotel (the "Project"); and

WHEREAS, the ATEF proposes to locate the Project on two parcels of real property within the Park; and

WHEREAS, the first parcel, as more particularly described in **Exhibit A**, attached hereto and made a part hereof, ("Parcel 1") will include (i) a championship tennis tournament stadium, which accommodates seating for up to 3,000 people; (ii) numerous tennis courts and an adjoining tennis clubhouse; (iii) up to 5,000 square feet of office space to be exclusively used by the ATEF and its parent organization, the American Tennis Association, Inc. ("ATA"), for their national headquarters and for the operation of the Project; and (iv) up to 20,000 square feet of space for the National Black Tennis Hall of Fame museum; and

WHEREAS, parking necessary for the daily operations of Parcel 1 will be made available on Park property adjacent to Parcel 1, as more particularly described in **Exhibit B** ("Parcel 1 Parking"); and

WHEREAS, the second parcel, as more particularly described in **Exhibit C**, attached hereto and made a part hereof, ("Parcel 2") will include a hotel with customary accessory uses, including, but not limited to, a dining room and lounge, office facilities for the exclusive use of hotel guests, an office for hotel administration, and parking for the use of the hotel; and

WHEREAS, several components of the Project might constitute a violation of or be inconsistent with the Deed Restriction; and

WHEREAS, the Board of County Commissioners of Broward County, Florida ("Board"), has determined that a waiver of the Deed Restriction for this Project serves a public purpose and is in the best interest of the County,

NOW, THEREFORE, in consideration of the sum of TEN AND 00/100 DOLLARS (\$10.00) and other good and valuable considerations, each to the other paid in hand, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1. Recitals Incorporated Herein. The recitals set forth above are true, accurate, and fully incorporated by reference herein.

Section 2. Partial Waiver of Deed Restrictions. The County hereby waives the Deed Restriction for the development of the Project on Parcel 1 and Parcel 2, and for the construction of the Parcel 1 Parking, as specifically described in this Waiver. The County agrees that the development of the Project on Parcel 1 and Parcel 2, and the construction of the Parcel 1 Parking, as described herein, shall not constitute a violation of the Deed Restriction or constitute grounds for reversion of the Park property to the County.

Section 3. Limitations. This Waiver is limited to the approximate 12 acres of land described in **Exhibits A** and **C**, the Parcel 1 Parking described in **Exhibit B**, and the components of the Project specified in this Waiver. The County is not waiving the Deed Restriction, the reverter clause, or any other restriction in the Deed for any other development or area in the Park, except as referenced in this Section 3.

Section 4. Severability. In the event that any part of this Waiver is found to be invalid by a court of competent jurisdiction, that part shall be severed from this Waiver and the balance of this Waiver shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set his/her hand and seal this day and year first above written. Broward County through its County Administrator, authorized to execute the same by Commission Agenda Item #\_\_\_ on the \_\_\_ day of \_\_\_\_\_, 2017 and City, signing by and through its \_\_\_\_\_, duly authorized to execute same.

COUNTY

BROWARD COUNTY, by and through  
its Broward County Administrator

By: \_\_\_\_\_

\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Approved as to form by  
Andrew J. Meyers  
Broward County Attorney

By: \_\_\_\_\_  
Irma Qureshi (Date)  
Assistant County Attorney

By: \_\_\_\_\_  
Annika E. Ashton (Date)  
Senior Assistant County Attorney

Accepted By:

CITY OF MIRAMAR, a Florida municipal corporation

By: \_\_\_\_\_

Kathleen Woods-Richardson,  
its City Manager

ATTEST: \_\_\_\_\_

Denise Gibbs, City  
Clerk

(CITY SEAL)

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing Partial Waiver of Deed Restrictions was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_, by Kathleen Woods-Richard, as City Manager of the City of Miramar, a Florida municipal corporation. She is personally known to me OR who has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public – State of Florida  
My commission expires: