

DRAFT
TEMPORARY ACCESS
EASEMENT

THIS TEMPORARY ACCESS EASEMENT is made this day of May 5, 2021, by The City of Oakland Park, a Florida municipal corporation (“City”), and Wood-DWG LLC, a Florida limited liability company (“Wood-DWG”), referred to herein as the “Property Owner.”

- A. City is the owner of real property more fully described on Exhibit “A” attached hereto and incorporated herein by reference.
- B. Wood-DWG owns real property (“DWG Property”) that abuts the City’s real property described in Exhibit “A,” and the Property Owner would like an access easement through the City’s real property described in Exhibit “A” in order to access it’s property.
- C. Wood-DWG’s abutting real property is described in Exhibit “B.”
- D. The City desires to grant a temporary easement on, over, upon, and across the property described in Exhibit “A” for the Property Owner, it’s guests and invitees for purposes of vehicular and pedestrian ingress and egress (including trash and delivery services) to and from the DWG property.

NOW THEREFORE, in consideration of the City’s authority to grant an easement in the subject property, it is hereby declared:

- 1. The foregoing recitals are true and correct and are incorporated herein by reference.
- 2. The City hereby grants and conveys to the Property Owner, it’s guests and invitees a non-exclusive temporary access easement for purpose of vehicular and pedestrian ingress and egress (including trash and delivery services) on, over, upon, and across the property described in Exhibit “A.” The City grants this temporary access easement for ten (10) years from execution of this agreement (Initial Term). The City grants property owner one additional option to extend the term for an additional ten (10) years, subject to obtaining City Commission approval and with a written request six (6) months in advance of the existing term.
- 3. Upon extension of the initial term, the City can move to terminate this agreement with five (5) years written notice, provided there are more than five (5) years remaining in the term. If less than five (5) years remain, then in that event a two (2) year notice will be required.
- 4. Should the City move to sell the property described in Exhibit “A,” Wood-DWG would have the right of first refusal to purchase the property. Said purchase of

the property would be subject to all applicable administrative rules for such transactions as required by the City of Oakland Park Charter or Code of Ordinances.

5. The Property Owner shall at times adhere to all other applicable parking requirements and regulations for the development and continued operation of his property. The failure to do so shall result in the City electing to either pursue code enforcement remedies or elect to terminate this temporary access easement.
6. The covenants, conditions, restrictions, easements, and the other provision of this Agreement shall run with and be appurtenant to the land described in Exhibit "A," and shall be binding upon said real property and the owner(s) thereof and all successors in title to any portion of said real properties during their respective ownership. Notwithstanding the aforementioned provision this temporary access easement shall not be assigned by the owners of the DWG property without the prior approval of the City Commission.

IN WITNESS WHEREOF, this Agreement has been made as of the effective date above.

WITNESSES

The City of Oakland Park, a Florida municipal corporation

Signature Witness #1

By: _____
Print Name: _____
Title: _____

Print Name Witness #1

Signature Witness #2

Print Name Witness #2

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2021, by means of ☐ physical presence or ☐ online notarization by _____, as _____ of The City of Oakland Park, a Florida municipal corporation, ☐ who is personally known to me or ☐ has produced a _____ as identification.

[Notary Seal]

Notary Public
Printed Name: _____
My Commission Expires: _____

WITNESSES

Signature Witness #1

Print Name Witness #1

Signature Witness #2

Print Name Witness #2

Wood-DWG, LLC,
a Florida limited liability company

By: _____
Gary R. Grass, Managing Member

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2021, by means of ☐ physical presence or ☐ online notarization by Gary R. Grass, Managing Member of Wood-DWG, LLC, a Florida limited liability company, ☐ who is personally known to me or ☐ has produced a _____ as identification.

[Notary Seal]

Notary Public

Printed Name: _____

My Commission Expires: _____

EXHIBIT "A"

LEGAL DESCRIPTION

Lot 25, and the North 7' of Lot 26, Block 102, OAKLAND PARK, SECOND ADDITION, according to the Plat thereof, as recorded in Plat Book 1, Page 39, of the Public Records of Broward County, Florida.

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EXHIBIT "B"

LEGAL DESCRIPTION

Lot 18, Block 102, Oakland Park Second Addition, according to the Plat thereof, as recorded in Plat Book 1, Page 39, of the Public Records of Broward County, Florida.

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