

HPB21-0481, 1901 Collins Ave.  
5/14/22 meeting "Exhibit C"

BOOK 1727 PAGE 535

AN AGREEMENT CREATING EASEMENTS AND  
PROVIDING FOR RESTRICTIONS ON THE  
PROPERTY HEREINAFTER DESCRIBED.

THIS AGREEMENT, executed this the 16<sup>th</sup> day of July,  
1936, by and between PHILIP LIBERMAN and BESS MATZ LIBERMAN,  
his wife, and REBECCA SHAPPELL and CLAYTON E. SHAPPELL, her  
husband,

W I T N E S S E T H:

That, Whereas, the parties hereto are the owners of the  
following described lands lying, being and situated in Miami  
Beach, Dade County, Florida, to-wit:

Lots One (1), Two (2), Three (3), Four (4),  
Five (5), Six (6), Seven (7), Eight (8),  
Nine (9) and Ten (10), of Block "A" of OCEAN  
FRONT PROPERTY OF MIAMI BEACH IMPROVEMENT  
COMPANY, according to Amended Plat thereof,  
recorded in Plat Book 5, at Pages 7 and 8, of  
the Public Records of Dade County, Florida;  
also that strip of land lying between the  
westerly boundary of said Block "A" and the  
Atlantic Ocean, and bounded on the North by  
the southeasterly extension of the North line  
of said Block "A" and bounded on the South by  
the southeasterly extension of the Southerly  
boundary line of said Block "A", together with  
all riparian rights, if any, appurtenant to  
said lands;



and

WHEREAS, PHILIP LIBERMAN is the owner of Lots Two (2),  
Four (4), Six (6), Seven (7), Eight (8), Nine (9) and Ten (10) of  
said Block "A", and also of that portion of said Lot Two (2) which  
is bounded on the North by the dividing line of said Block "A"  
extended Eastward to the Atlantic Ocean, on the South by the North  
street line of 20th Street extended Eastward to the Atlantic Ocean,  
on the East by the Atlantic Ocean and on the West by the East lot line of  
said Lot Two (2); and whereas, REBECCA SHAPPELL is the owner of  
Lots One (1), Three (3) and Five (5) of said Block "A", and is  
also the owner of that portion of said Lot One (1) which is bounded  
on the North by the North line of said Block "A" extended to the  
Atlantic Ocean, on the East by the Atlantic Ocean, on the South  
by the dividing line of said Block "A" extended Eastward to the

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Atlantic Ocean and on the West by the East lot line of said Lot One (1); and

WHEREAS, the owners of the said lots contemplate the erection of improvements thereon, each for himself and not one for the other, and it is deemed desirable to provide for certain building restrictions, dedications and easements for the benefit of the owners of said property, which said restrictions, dedications and easements shall be covenants running with the land and shall be binding upon the parties hereto, their heirs, executors, administrators and assigns, said restrictions, dedications and easements being delineated upon a sketch of said property prepared by Watson & Garris, Civil Engineers, of Miami, Florida, to which reference is made for any purpose of clarification of this agreement if such clarification shall be made to appear proper or necessary, which sketch is hereto attached and is by reference made part hereof;

NOW, THEREFORE, in consideration of the premises and of the sum of Ten (\$10.00) Dollars and other good and valuable considerations, each to the other in hand paid, the receipt whereof is hereby acknowledged, it is covenanted and agreed between the parties hereto as follows:-

1. No buildings or improvements shall be erected on Lots One (1), Three (3) and Five (5) of said Block "A", together with that portion of Lot One (1) which is bounded on the North by the North line of Block "A" extended to the Atlantic Ocean and on the East by the Atlantic Ocean and on the South by the dividing line of said Block "A" extended Eastward to the Atlantic Ocean, excepting one apartment house or one hotel (excepting that portion of Lot One (1) upon which cabanas may be constructed as hereinafter more particularly set forth); and no buildings or improvements shall be erected on Lots Two (2), Four (4) and Six (6) of Block

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"A" together with that portion of Lot Two (2) which is bounded on the North by the dividing line of said Block "A" extended Eastward to the Atlantic Ocean and on the South by the North Street line of Twentieth Street extended Eastward to the Atlantic Ocean and on the East by the Atlantic Ocean, excepting one (1) apartment house or one (1) hotel (excepting that portion of Lot Two (2) upon which cabanas may be constructed, as hereinafter more particularly set forth). These restrictions shall not be construed to prevent the inclusion in such apartment house or hotel of stores or store space wherein there may be operated such store or stores as are ordinarily included in an apartment or hotel building, nor may the period of operation of such store or stores be confined to the time when the hotel or apartment house is being actively operated;

2. For the purpose of creating and maintaining a private driveway twenty (20) feet in width throughout, running North and South from Twentieth Street on the South to Twentyfirst Street on the North, the

BOOK 1727 PAGE 538

parties hereto hereby dedicate that certain strip which is 10' on each side of the North and South dividing line, between Lots 7 and 8 of the one part and Lots 5 and 6 of the other part as the same appears delineated and marked "Private Drive" on the attached sketch prepared by Watson & Garris, Civil Engineers; that is to say, each of the parties dedicates to the other so much of their respective property as is necessary to create such 20' driveway and each of the parties hereby accepts the dedication so made by the other; and the parties hereto agree that the resulting 20' shall constitute a private drive and shall be maintained and kept open continuously, subject to revocation only by the joint act of the parties or their successors in ownership of the portions so dedicated;

Said dedication is for the sole purpose of creating said 20foot private driveway for the sole use of the adjacent owners of said property; nor shall the public nor any person or corporation acquire any property, interest, user or use to any part or parcel of said private driveway. It is covenanted and agreed that said private driveway shall be kept in a sanitary condition meeting the requirements of the City of Miami Beach, Florida, and the cost of its upkeep shall be paid by the parties hereto equally.

3. If improvements are erected on Lots 1, 3 and 5, or upon one or more of any of said lots, (or upon Lots 2, 4 and 6, or upon one or more of any of said lots,) then the following setbacks shall be observed as constituting the distances the party so building must keep the said buildings back from the lines hereinafter referred to; to-wit:

On Lots 1, 3 and 5 no part of any building which is above grade and encloses the basement and the first floor superimposed immediately on said basement shall be constructed so as to be nearer on the South side thereof than thirty-eight (38) feet from the dividing line of Block "A"; and the parties is evidenced by the line mentioned drawn by

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"Agreed Bldg. Line". If said building is more than one story in height, (meaning one story over and above the basement, if any) no part of the second story and all floors above said second story in said building shall be nearer on the South side thereof than fifty (50) feet from the dividing line of said Block "A", and the intent of the parties in this respect is indicated by the line drawn East and West through Lots 1, 3 and 5 on the said sketch first hereinabove mentioned and marked "Agreed Bldg. Line - 2nd Story". On Lots 2, 4 and 6, the parties agree that set-backs corresponding to those just above set forth shall be observed; that is to say: no part of the basement above grade and the first floor in any building superimposed on the basement shall be nearer on the North side thereof to the dividing line of said Block "A" than thirty-eight (38) feet therefrom; and no part of the second floor and all floors above such second floor shall be nearer the said dividing line of said Block "A" than fifty (50) feet therefrom; and the intent of the parties is evidenced by corresponding lines running East and West through Lots 2, 4 and 6 on the said sketch first hereinabove mentioned, which said lines are marked respectively: "Agreed Bldg. Line" and "Agreed Bldg. Line - 2nd Story";

4. The foundation line of any buildings or structures erected on Lots 1, 3 and 5 and 2, 4 and 6, shall not extend eastward farther than the line running North and South marked "Agreed Building Line", the said agreed building line being a distance of one hundred fifty-four (154) feet West of the bulkhead line;

5. The space designated on the said plat as "Open Area" which lies between the agreed building lines between Lots 1, 3 and 5 on the North and Lots 2, 4 and 6 on the South, running from the Eastern boundary line of the private driveway eastward to the line designated as the "Agreed Building Line" running North and South shall be maintained as an open area and no improvements of any kind, temporary or permanent, fixed or removable, shall be placed or erected upon or within said Open Area except that the parties, or either of them shall have the right to erect upon the boundary between said lots running East and West a windbreak of a removable

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construction, which said windbreak shall not be more than 4 feet in height;

6. The agreed building line for the Eastern boundary of buildings to be located on Lots 1, 3 and 5 or Lots 2, 4 and 6 shall extend to a line one hundred fifty-four (154) feet West of the bulkhead line. From this line the owner of Lots 1, 3 and 5 shall have the right to extend a one-story porch or veranda for a distance of twenty-nine (29) feet East of said Agreed Building Line, and the owner of Lots 2, 4 and 6 shall have the right to extend a one-story porch or veranda a distance of twenty-nine (29) feet East of this Agreed Building Line, said areas being marked and defined upon the sketch as "Agreed Building Line for 1-story Porch or Veranda";

7. The space ten (10) feet North and ten (10) feet South of the dividing line of Block "A" between Lots 1 and 2 for a distance of one hundred twenty-five (125) feet West of the bulkhead line, being a space twenty (20) feet in width between said Lots 1 and 2, shall be maintained as an open area upon which no buildings or improvements of any kind may be erected;

This includes the strip bounded on the East by the bulkhead line and on the North and South by lines 10' North and South respectively of the middle line of said Block "A" extended to the bulkhead and marked on said sketch as "No Bldgs. in this area".

The remainder of Lot 1 East of the "Agreed Building Line for 1-story Porch or Veranda", being that portion marked on the sketch as "Area for Cabanas 1-story", shall be limited to the construction of 1-story cabanas except that that portion in the Northwest corner of said Lot 1, twenty (20) feet by forty (40) feet in dimension, may be used for the construction of cabanas two-stories in height. In no event shall any improvements be erected on said remainder of Lot 1, except cabanas;

The remainder of Lot 2 East of the "Agreed Building Line for 1-story Porch or Veranda", being that portion marked on the sketch as "Area for Cabanas 1-story", shall be limited to the construction of 1-story cabanas except that that portion in the Southeast corner of said Lot 2, twenty (20) feet by forty (40) feet in dimension, may be used for the construction of cabanas two-stories in height. In no event shall any improvements be erected on said remainder of Lot 2, except cabanas;

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in height. In no event shall any improvement be erected on said remainder of Lot 2, except cabanas;

8. Nothing in the two paragraphs immediately preceding this one shall be construed as prohibiting the use of a cabana or cabanas as a supply commissary or service shop from which there may be sold and disposed of articles usually sold as part of the service to Cabana occupants or bathing parties;

IT IS FURTHER AGREED as part of the consideration for the execution of this instrument, that in event either party hereto, or their heirs, assigns, predecessors or administrators of any of the parties hereto shall violate or attempt to violate any of the provisions of this instrument creating the easements or restrictions and providing for the restrictions as herein set forth, that in and to the effect that a court of competent jurisdiction may, upon application of the aggrieved party, issue a restraining order, injunction, or other legal or equitable remedy against the violation by the violator of any of the provisions contained in this instrument, and that such restraining order, injunction, or other legal or equitable remedy may be issued without notice of the application to the violator. The remedies herein provided for the benefit of either party to this agreement shall be held and be deemed to be cumulative and not exclusive of any other remedy which the law may afford to either party hereto.

IN WITNESS WHEREOF the parties have hereunto set their hands and affixed their respective seals at Miami, Florida, the day and year first above written.

SEEN, SIGNED AND DELIVERED IN THE PRESENCE OF:

Chapman (SEAL)  
Bess Liberman (SEAL)  
Mary Ann Power  
As to:

Robert Shaffner (SEAL)  
Clayton E. Shaffner (SEAL)  
Mary Ann Power  
As to:


THE STATE OF FLORIDA )  
                          ) SS.  
COUNTY OF DADE       )

I HEREBY CERTIFY that on this day personally appeared before me, a Notary Public for the State of Florida at Large, duly commissioned, qualified and acting, PHILIP LIBERMAN and BESS MATZ LIBERMAN, his wife, and CLAYTON E. SHAPPELL and REBECCA SHAPPELL, his wife, to me well known to be the persons described in and who executed the foregoing instrument, and they severally acknowledged before me that they executed the same on the day and year therein mentioned freely and voluntarily and for the uses and purposes therein set forth.

AND I FURTHER CERTIFY that afterwards, on the same day, the said BESS MATZ LIBERMAN, known to me to be the wife of the said PHILIP LIBERMAN, and the said REBECCA SHAPPELL, known to me to be the wife of the said CLAYTON E. SHAPPELL, on a separate and private examination taken and made by and before me, separately and apart from their said husbands, did each acknowledge that she made herself a party to said instrument for the purpose of renouncing, relinquishing and conveying all of her right, title and interest, whether of dower, homestead or separate property, statutory or equitable, in and to the lands described therein, and that each acknowledged that she executed the said instrument freely and voluntarily without any compulsion, constraint, apprehension or fear of or from her said husband.

WITNESS my hand and official seal at Miami, County of Dade, State of Florida, this 11th day of August, 1928

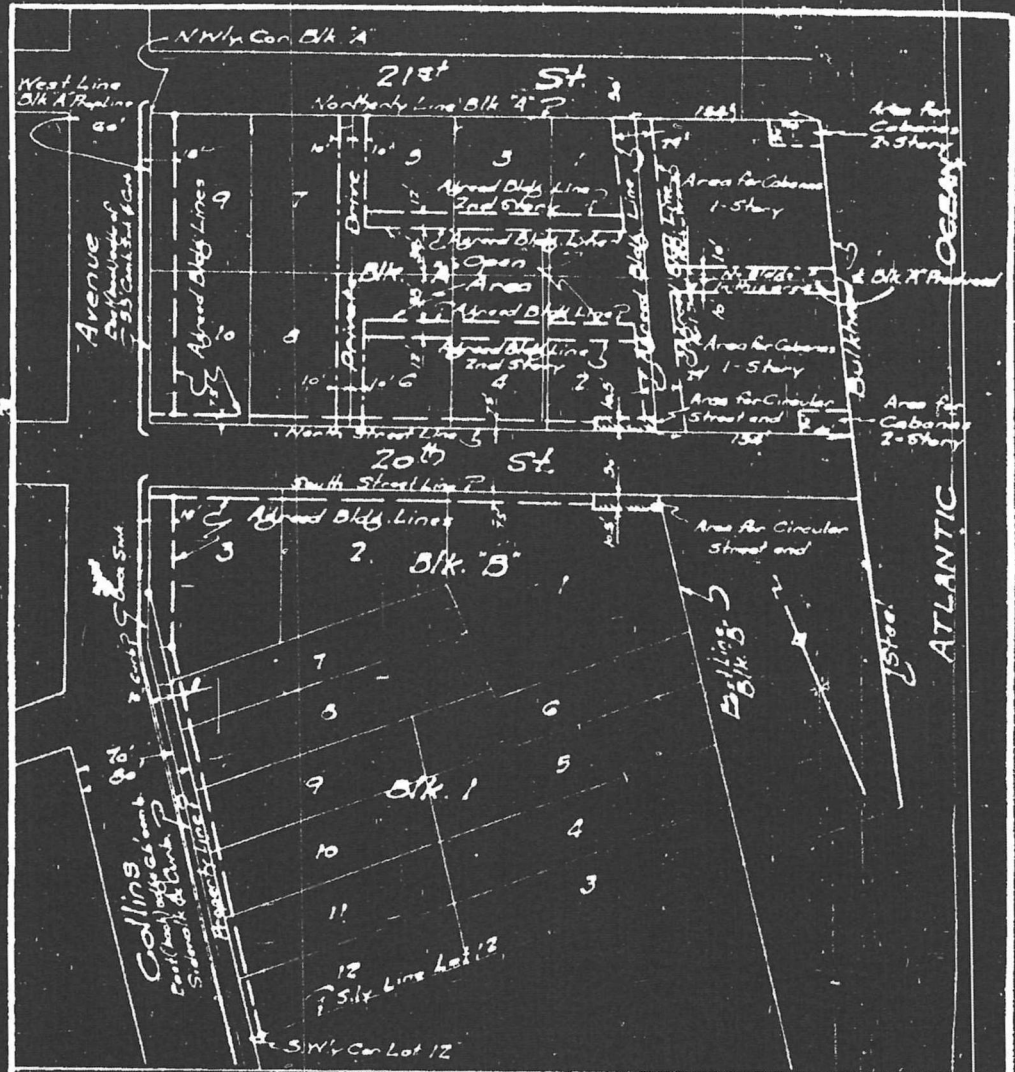
*Mary Anne J. [Signature]*  
Notary Public, State of Florida  
at Large.



My Commission Expires:  
Notary Public, State of Florida at Large  
My Commission Expires Dec 17 1930



BOOK 1727 PAGE 543



Sketch  
 Showing Agreed Building Lines  
 Miami Beach, Florida  
 In accordance with agreement  
 Dated April A.D. 1936

Watson & Garris Civil Engineers, Inc.  
 Miami, Fla. April 1936  
 Scale 1 inch = 100 feet

State of Florida, County of Dade  
 This instrument was filed for record the 11 day of Aug  
 1936 at 2:32 P.M. and was recorded in Book 1727  
 Page 543. File No. 88788.  
 E. J. GARRIS  
 Clerk Circuit Court  
 By: *H. Gaudin* D.C.