

## CITY COUNCIL AGENDA STATEMENT



**Meeting Date:** December 9, 2025

**To:** Honorable Mayor and City Council

**From:** Brian Shea, Planning Director

**Through:** George Garrett, City Manager

**Agenda Item:** **Resolution 2025-117**, Consideration Of A Request For A Final Plat Approval Pursuant To Chapter 102 Article 10 Of The City Of Marathon Land Development Regulation (LDRS) Entitled “Subdivision Of Land/Plats And Re-Plats,” For A Final Plat Approval As Submitted By Key Vaca LLC And John And Phyliss Strittar For A Portion Of Land Which Is Described As Section 10, Township 66, Range 32, Key Vacas Bay Bottom & Fill Bay Bottom Adjacent To Part Of Lot 2 & All Of Lot 3 Of Thomoson Subdivision (A/K/A Parcel E & Bay Bottom Parcel B), And Thompson Subdivision & Adams Subdivision PB2-24, Key Vaca Part Of Lot 2 & Adjacent Bay Bottom And Thompson Subdivision & Adams PB2-24 Key Vaca Part Lots 2 & 3 (Parcel B & F) & Filled Bay Bottom & Canal Bay Bottom And Thompson Subdivision & Adams Subdivision PB2-24, Key Vaca Part Of Lot 3, Having Real Estate Numbers 00103280-000000, 00327120-001000, 00327130-000200, And 00327130-001000. Nearest Mile Marker 50.

### **RECOMMENDATION:**

The planning staff recommends approval of the Hippocampus Estates Final Plat proposing nine individual lots with shared vehicular access for the construction of eight new single-family residences in addition to the existing single-family house.

The previous Conditional Use Approval and Preliminary Pat Approval are provided below for reference.

#### Conditions of Approval

1. Acquisition of any additional development rights, as authorized through this development approval, is the responsibility of the developer.
2. The applicant will meet all floodplain-related requirements as part of the Building Permit process;
3. The applicant shall comply with NFPA 1 and NFPA 101 requirements.
4. The applicant shall provide plans indicating connection point to the City of Marathon Wastewater Treatment Plant when provided by the Utilities department and pay any assessments due resulting from change in use;
5. The applicant will provide the required number of parking spaces per the LDRs.
6. The Building Permit for each residence will demonstrate stormwater compliance once the actual footprints and impervious areas are determined.
7. The Conditional Use Development Order will constitute the Certificate of Concurrency for

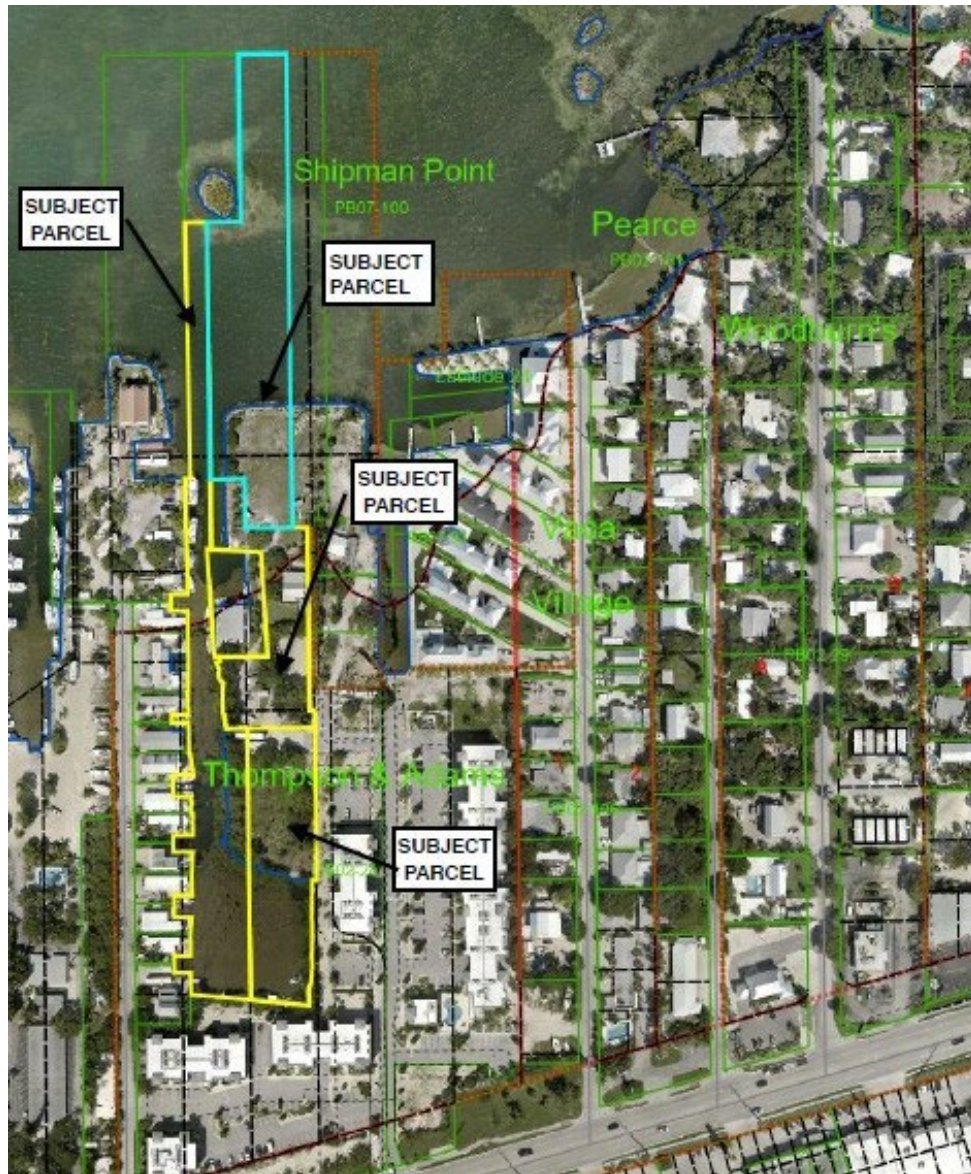
the project. The determination will be valid for one year from the effective date;

**APPLICANT/ OWNER:** Key Vaca LLC and John and Phyllis Strittar

**AGENT:** Barbara Mitchell

**LOCATION:** The project site is located at 4800 Overseas Highway and on vacant adjoining land. Nearest Mile Marker 50. **See Figure 1.**

**Figure 1: Project Site**



**LOT SIZE:** Total acreage 1.721 (Ac.) 74966.76 Square Feet (Sq. Ft.)

**REQUEST:** A Conditional Use Permit to authorize the preliminary plat of four parcels into nine lots for the construction of eight new single-family residences. One existing home is to remain.

**FUTURE LAND USE AND ZONING MAP DESIGNATIONS:**

Mixed Use (MU) and Mixed-Use Commercial (MU-C) See **Figure 2 A. and B**

**SURROUNDING ZONING AND USES:**

	<b><u>Zoning</u></b>	<b><u>Use</u></b>
<b>North</b>	Mixed Use	New replat Shipman Point of five single-family homes.
<b>East</b>	Mixed Use	Residential
<b>South</b>	Mixed Use	Crystal Cove Apartments
<b>West</b>	Mixed Use & Residential High	Residential & Marina

**2.A FLUM Map**





**2.B Zoning Map**





### EXISTING CONDITIONS:

The site is classified as disturbed upland and scarified. Currently, the site has one single-family home constructed in the 1950s. This structure will remain. **Figure 3.**

### PROPOSED REDEVELOPMENT:

The proposed development will contain eight new single-family homes on individually platted lots. One existing home will remain. See **Figure 4 for Site Plan layout.**

### BACKGROUND:

The site contains four lots with one single-family home located on the proposed Lot 7. All other lots are vacant. The developer has already obtained eight building rights that will be used for the construction of the eight new residences. This application requests approval to replat the parcels into nine lots. North and west of this site is the recently replatted Shipmans Point.

**All conditions of the Conditional Use approval will have to be met before any building permits are approved.**

## **EVALUATION FOR COMPLIANCE WITH THE LAND DEVELOPMENT REGULATIONS:**

The criteria for evaluating a Conditional Use Approval are outlined in Chapter 102, Article 13, Conditional Use Permits, in the City of Marathon Land Development Regulations.

### **CRITERIA**

#### **A. The proposed use is consistent with the Comprehensive Plan and LDRs;**

Consistent with the Comprehensive Plan

The proposed development project is within the Mixed Use (MU) Zoning District. Per Chapter 103, Article 2, Section 103.09 of the Land Development Regulations, the district is designed to “accommodate a wide variety of commercial and retail activities that will result in the most efficient and attractive use of the City’s historic business district and the US1 Corridor, in an effort to recognize the role of US1 as the City of Marathon’s ‘Main Street.’ The MU district also provides for large-scale retail and commercial business opportunities in other areas, including larger shopping centers, specialty shopping centers, individual multi-tenant commercial buildings, automotive services and sales, fast food restaurants, affordable housing uses, transient lodging and other retail establishments that serve the community at large.”

The proposed project consists of the proposed replat consisting of nine single-family lots that are within the Mixed-Use Zoning District.

##### **a. Objective 1-1.1. Protect Community Character**

The parcel proposed for subdivision is designated Mixed Use. It is located near the eastern end of the airport on the oceanside. The neighborhood is densely developed in a manner consistent with the community character of the City, meaning there are commercial businesses along the highway and residential uses towards the waterfront. In 1963 two single-family homes were constructed on this parcel. The proposed subdivision plat will not increase the density that is currently allowable. There is sufficient density to support eight new single-family market-rate homes. Neither a Comprehensive Plan nor Zoning change is needed or requested.

##### **b. Policy 1-1.1.2 b. c. and e. Compatibility for Residential Use & Non-residential Review Criteria**

This project proposes to redevelop a residential site. Currently, the site has one single-family home. The site is designated as “Developed” with some undeveloped land with mangrove fringe on some parcels on the city habitat maps.

The proposed replat allows for the development of homes consistent with the rest of the adjoining areas.

c. Policy 1-1.1.3 Protect Residential Neighborhood Character

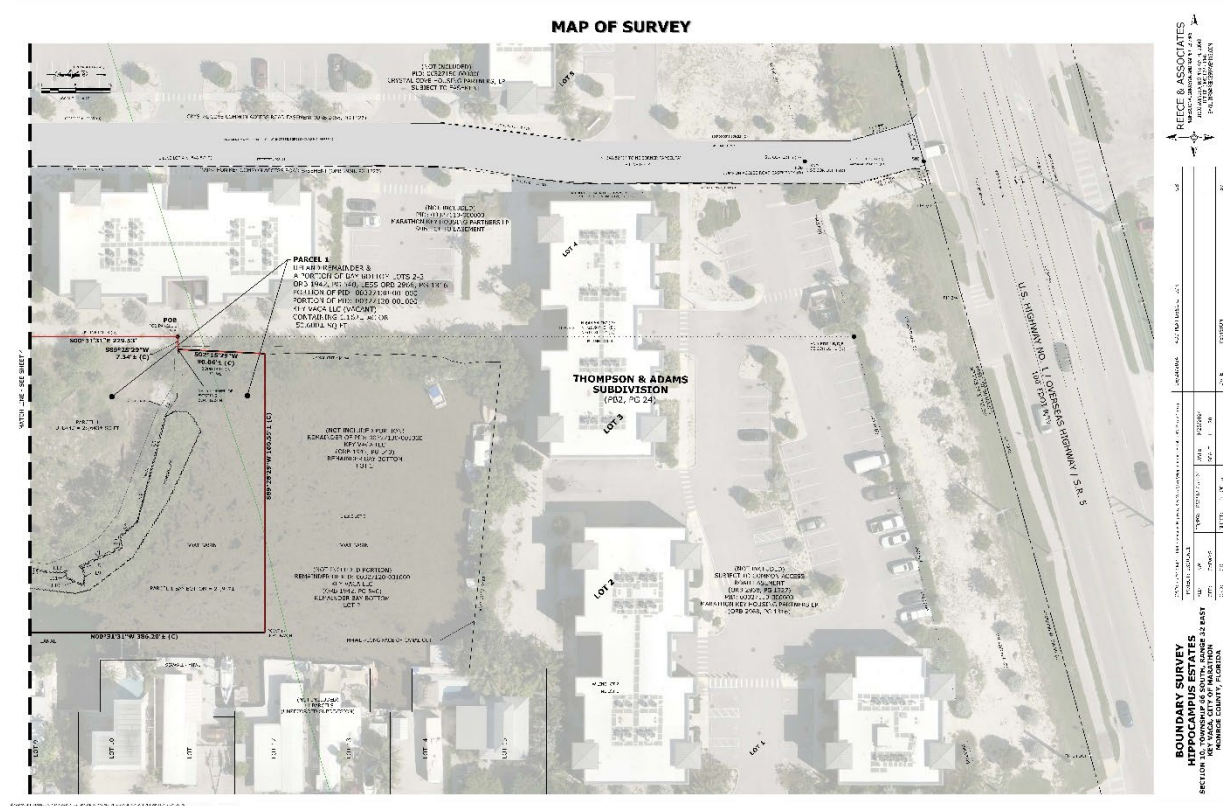
The new residential homes must meet all setback and landscape requirements. To the north and west is a similarly planned residential area. To the south is a multi-family development.

The proposed replatted lots are consistent with the character of the neighborhood.

d. Policy 1-1.1.4 Transition Between Land Uses

The proposed replat consists of four lots and to be replatted into nine lots with a shared access easement. The adjacent existing uses are residential. Final landscape plans will be submitted as part of the building permit application for each lot.

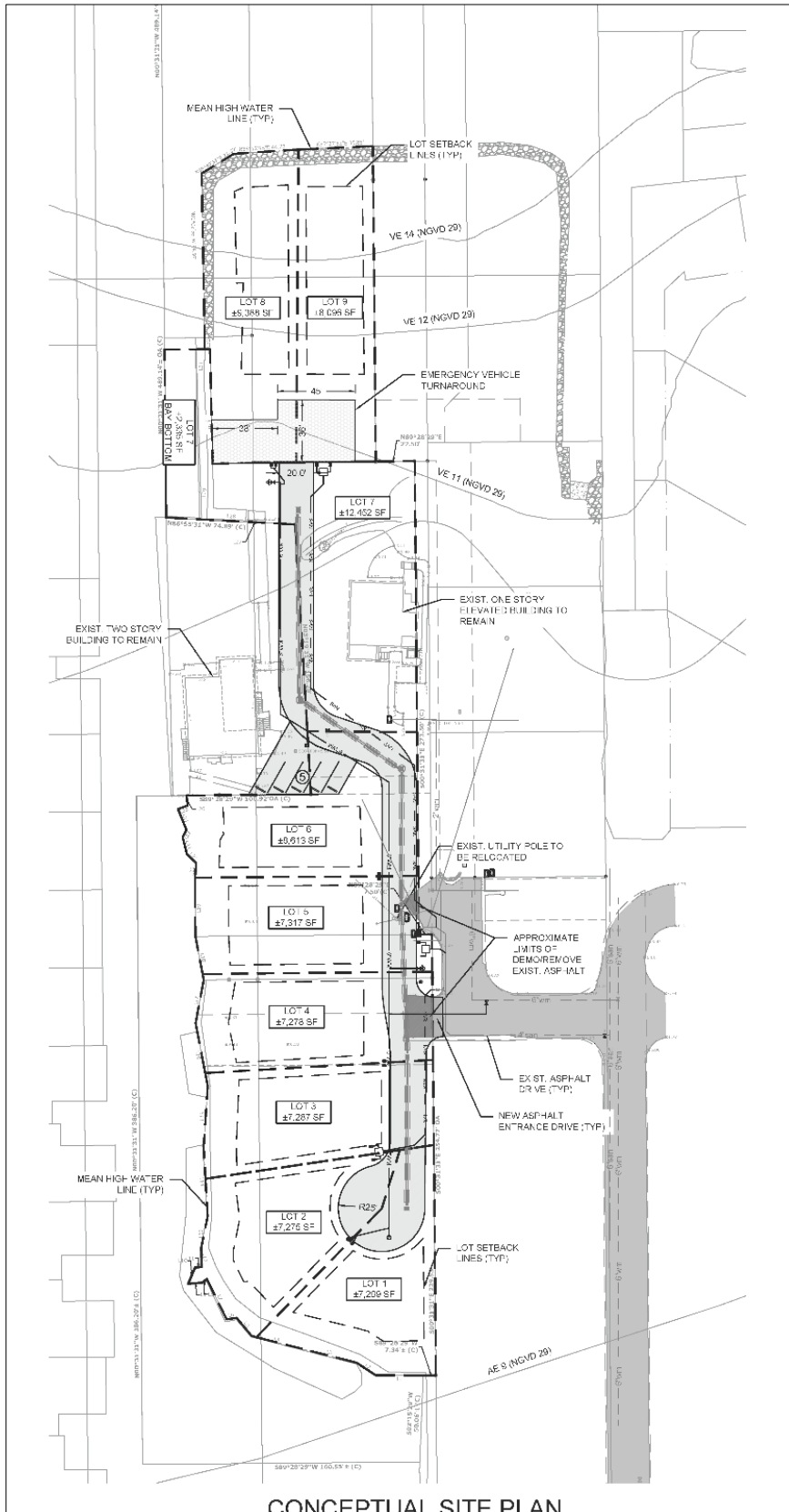
**Figure 3: Property Survey**





[illegible][illegible]

Figure 4: Proposed Site Plan



## SITE DATA TABLE

ZONING DATA (MIXED USE_MU)			
TOTAL UPLAND SITE AREA: 1.721 ACRES			
MIXED USE (MU) ZONING:			
PARCEL 1 (00327130-0010000/00327120-0010000):	0.658 AC	28,643 S.F.	
PARCEL 2 (00327130-000200):	0.702 AC	30,592 S.F.	
PARCEL 3 (0010328-000000):	0.361 AC	15,706 S.F.	
TOTAL MU:	1.721 AC	78,185 S.F.	
DENSITY CALCULATIONS:			
MIXED USE:			
RESIDENTIAL DENSITY CALCULATION:			
1.721 ACRES X 6 UNITS PER ACRE = 10.326 UNITS MAXIMUM			
9 + 10.326 = 87% OF SITE UTILITY			
LOT SIZE:			
MINIMUM:	7,269 SF		
MAXIMUM:	12,452 SF		
SETBACKS:			
FRONT:	0' TO 30'		
SIDE:	0' TO 10'		
REAR:	20' CANAL/30' ALTERED SHORE		
MANGROVE FRINGE:	30'		
OPEN SPACE:			
HABITAT:			
DISTURBED WITH EXOTICS:	20%		
MANGROVE FRINGE SETBACK (15'):	100%		
PARKING:			
2 SPACES PER RESIDENTIAL UNIT			

e. Objective 1-2.1 Levels of Service

The parcel is considered developed and is currently serviced by public infrastructure. There is electricity, water, and sanitary sewer to the proposed Lot 7. The FCAA, FKEC, and City utility and public works departments have been contacted as part of the application process, Letters of Coordination have been received with no objections to the proposed development.

f. Policy 1-3.1.4 Future Land Use Categories

The Future Land Use Map (FLUM) designates the parcels as Mixed-Use Commercial. Within this designation, various commercial uses are permitted in addition to residential uses including transient, permanent, affordable, and/or commercial apartments and single-family homes. The project is consistent with the intent of this district and neither a zoning nor FLUM change is necessary.

g. Policy 1-3.2.5 Maximum Height

The maximum height of any new structure associated with the redevelopment of the Property shall not exceed 42 feet, except as provided by the City Code, as amended.

h. Policy 1-3.2.7 Restrict Density and Intensity of Development

The residential density is consistent with the thresholds outlined in Table 1-1 of the Comprehensive Plan. This would allow a maximum of 10 units on the total acreage. The replat proposes nine units on this acreage.

i. Policy 1-3.3.1 a, d. General Redevelopment Criteria

The sites of this replat were previously developed. Proposed Lots 1-6 contain mangrove fringe areas. Any new development must meet current State and City requirements for mangrove protection.

j. Policy 1-3.3.2 Removal of Hazard Structures

There are no hazard structures on site. New construction must meet the current building code.

k. Policy 1-3.4.1 Protect Established Densities & Policy 1-3.4.3 Replacement of Existing Densities and Intensities and Policy 1-3.5.16 Program for Transfer of Density and Building Rights

The redevelopment plan is for a total of nine lots. One of these rights is already associated with the one single-family home site. Eight additional rights have been identified and purchased and are pending transfer to the new lots upon approval of the final plat and the allocation of a new Property Real Estate Number(s).

l. Policy 4-1.3.6 Protect, Stabilize and Enhance Shoreline



At the time of building permit submission, the submitted plans must meet all shoreline protection requirements.

**2. Consistent with City Land Development Regulations:**

a. Section 103.09 – Mixed Use (MU)

The MU District is intended to accommodate a wide range of uses and activities. Market Rate permanent residential housing is permitted.

b. Table 103.15.1 Uses By Zoning District – Mixed Use (MU)

This redevelopment is consistent with Table 103.15.1, uses by Zoning District. A Plat of Subdivision requires a Conditional Use Permit Application, as contained herein.

c. Table 103.15.2, Density, Intensity and Dimensions for Zoning Districts

The subject project site contains 34,687 square feet of upland. Table 103.15.2, Marathon City Code, lists the density for permitted uses in the MU Zoning district. For residential uses, the units per acre are (6) market rate, fifteen (15) affordable, and twenty-five (25) transient, and a commercial floor area of 60% with eligibility for a density bonus of up to 75%.

The proposed project is a subdivision of four parcels into nine lots. All lots exceed the minimum lot size of 7,260 square feet required for market-rate development. Based upon the use the proposed density is within Code requirements.

d. Section 107.00. Building Permit Allocation System (BPAS)

New BPAS allocation will not be required for this project. Existing transferable building rights have been acquired and the transfer is pending approval of the Final Replat and the allocation of the Real Estate Number.

e. Section 107.47 Parking

Two parking spaces are to be provided for each single-family home as required by City Code. Compliance shall be demonstrated as part of the Building Permit applications.

f. Section 107.40 Maximum Height

This application is for approval of a nine-lot subdivision for single-family homes. The plans for these homes have not been developed at this time.

The maximum height of any new structure associated with the redevelopment of the Property shall not exceed 42 feet, except as provided by City Code, as amended.

g. Sections 107.63 – 107.72 Landscaping

The landscape plans have been provided. Final landscape plans will be prepared and submitted with Building Permits.

h. Sections 107.73 – 107.81 Open Space

The required open space ratio for this site is 20%. Upon approval of the Replat, each lot will be required to provide 20% open space. The following Table provides a summary, numbers are in square feet:

Lot #	Total Lot Area	Upland Lot Area	Buildable Area +/-	Easements	Open Space Area. +/-	Open Space %
1	15,570	7,269	2,747	1,408	3,114	42.8%
2	13,159	7,275	3,459	908	2,908	40%
3	9,684	7,287	3,820	1,045	2,422	25%
4	9,353	7,278	3,401	1,246	2,631	36.1%
5	9,220	7,317	3,539	1,138	2,640	36%
6	9,983	8,613	2,791	2,729	3,093	35.9%
7	14,787	12,452	5,882	3,290	3,280	26.3%
8	40,539	9,332	3,122	1,352	4,858	52.1%
9	30,803	8,117	3,579	1,226	3,312	40.1%

The proposed open space ratios are **in compliance** with the requirements of these sections.

i. Sections 107.82 – 107.85 Fences and Screening

There are now additional screening requirements.

j. Sections 107.87 – 107.97 Stormwater Management

Complete stormwater plans have not been developed for each proposed replat. Conceptual drainage plans have been submitted with this application. Final plans will be reviewed for conformance with City requirements during the permitting stage.

- The Building Permit for each residence will demonstrate stormwater compliance once the actual footprints and impervious areas are determined.

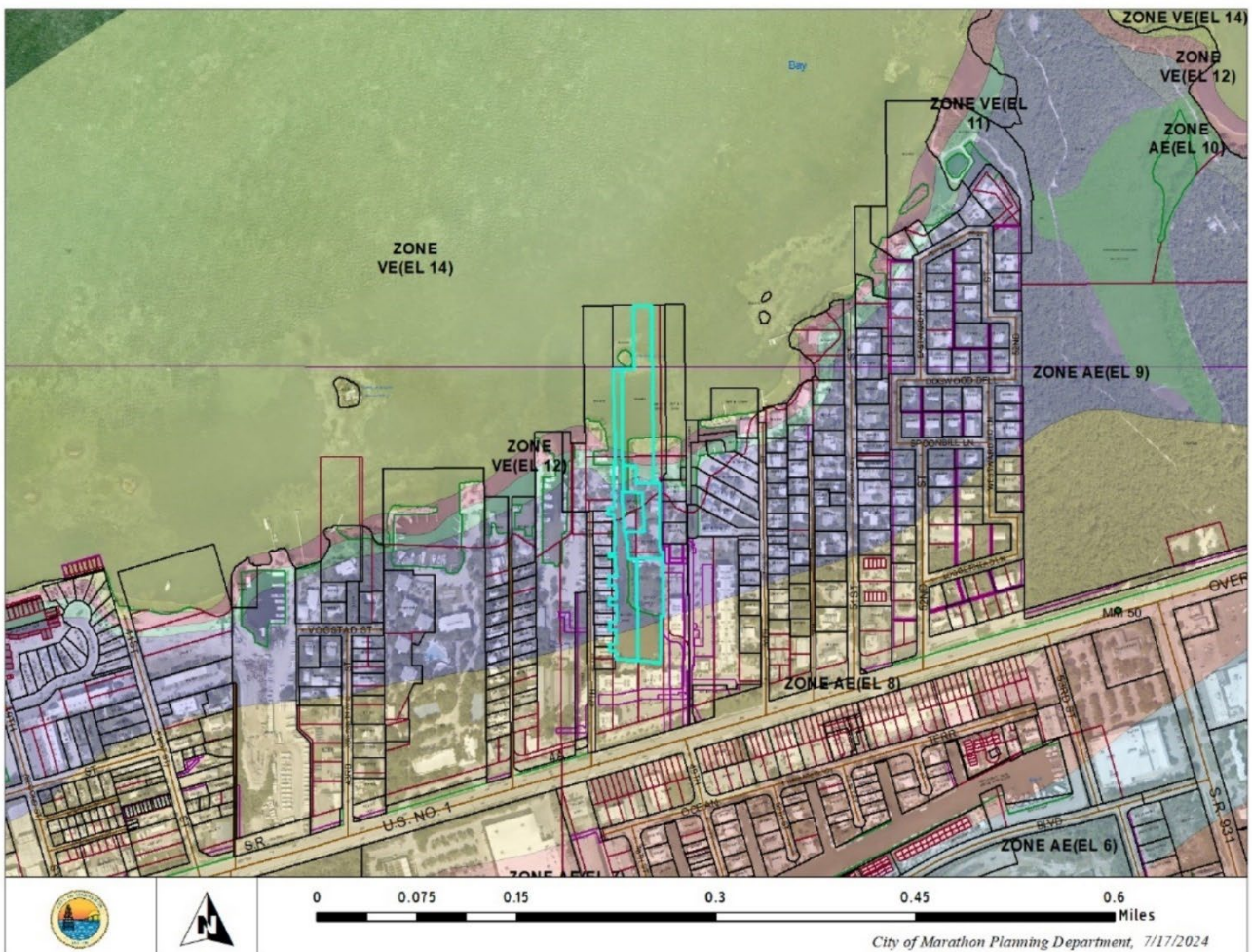
k. Sections 107.98 – 107.102.5 Floodplain Management

Pursuant to the current FEMA FIRM maps, the flood zones range from AE9 to VE14. As required, the finished floor elevations or lowest horizontal structural member elevations respectively will meet or exceed in height the required per the base flood and design flood elevations. The project

as proposed meets the basic definition of development in the MU zoning district. See **Figure 5: Flood Zones**.

- The applicant will meet all floodplain-related requirements as part of the Building Permit process;

**Figure 5: Flood Zones**



**B. The proposed use is compatible with the existing land use pattern and future uses designated by the Comprehensive Plan;**

The Future Land Use designation for this area is Mixed Use indicating a mixed pattern of residential and commercial development. This parcel has been developed with residential uses since the 1950's. The proposed per acre density is less than six units per acre and is consistent with the Land Development Code and the Comprehensive Plan.



The parcels surrounding parcels are in the process of being developed or are already developed for residential uses. Immediately to the south is a multi-family complex. The property to the north and west is being redeveloped into single-family homes. This project will minimize impacts to the surrounding properties. It is anticipated the Replat Subdivision will conform to the Comprehensive Plan.

The proposed project is located within the Mixed-Use Commercial Future Land Use District. Policy 1-3.1.4 of the City of Marathon Comprehensive Plan states that the “principal purpose of the Mixed-Use Commercial land use category is to provide for the establishment of mixed-use development patterns and to recognize established mixed-use development patterns within the City.” Section 103.15, Table 103.15.2, “Uses By Zoning District,” establishes whether specific uses are allowed as of right, limited, accessory, or conditional use permit. That table shows that Plats and subdivisions are permitted only when approved through the Conditional Use Permit process. Conditional Use Permit review is intended to allow a broader view of the potential impacts of a project on adjacent uses and on City concurrency-related resources such as road capacity, solid waste, sewer, and potable water availability.

Table 103.15.2 in the Land Development Regulations establishes constraints on density and intensity allowed in the MU district based on the types of uses proposed. The proposed uses fall within the allowed densities and intensities for the parcel.

Therefore, the request is **in compliance** with the requirements of these sections.

**C. The proposed use shall not adversely affect the health, safety, and welfare of the public;**

The proposed redevelopment is for residential. The new buildings will be built in compliance with all applicable City Building Codes. No new adverse impacts are expected to arise with the development.

Plans submitted with the project are suitable for Conditional Use Approval as they relate to Chapter 107, Article 12, 100-Year Floodplain. The final review of floodplain compliance will occur as part of building permit issuance.

Therefore, the request is **in compliance** with the requirements of these sections.

**D. The proposed conditional use minimizes environmental impacts, including but not limited to water, air, stormwater management, wildlife, vegetation, wetlands, and the natural functioning of the environment:**

The project has been designed to minimize environmental impacts per Chapter 106 Natural and Historic Resources Protection. In summary, the site is classified as Developed Land. This is an accurate designation as the property has been developed since the 1950’s, originally as a resort known as Ribble’s Cottages. A site visit indicates the property has been landscaped. The landscaping includes native and exotic trees, palms, shrubs, and understory plantings. Along the canal, a mangrove fringe has been maintained in accordance with DEP mangrove trimming and

maintenance regulations. As part of the site planning for the individual homes, any desirable native trees/plants shall be identified, located, and preserved if possible. If this is not possible, then all efforts will be made to transplant the item or mitigate as directed by the City Land Development Regulations. Under Article 2, Section 106.03 of the City Land Development Regulations, an Environmental Resource Assessment was not required at this time.

The proposed stormwater management system shall retain water generated from rain events on site thereby improving the quality of the nearshore waters by treating and maintaining the stormwater on site. The shoreline has been protected against erosion with the placement of riprap over the years. Future owners of the lots must obtain permit authorization for dock/seawall structures.

Therefore, the request is **in compliance** with the requirements of these sections.

**E. Satisfactory provisions and arrangements have been made concerning the following matters, where applicable:**

**1. Ingress and egress to the property and proposed structures thereon with particular reference to automotive, bicycle, and pedestrian safety and convenience, traffic flow and control and access in cases of fire or catastrophe;**

The access to the site is via the Crystal Cove Common Access Road Easement. This easement was developed and approved by all property owners and the City in 2018/2019 when the Residences at Crystal Cove were approved for permitting. The roadway is private and provides access from the site to US 1. The travel way is paved and utility easements have been revised and recorded in accordance with the site modifications. An easement will be granted to an out parcel not included in the plat for access and parking.

A Traffic Statement prepared by KBP Consulting Inc. is submitted with this application. As documented in this study, US 1 has the reserve capacity to accommodate the additional vehicular trips anticipated with this project. Based upon the analysis performed as part of the study, the project is not expected to adversely impact the operational characteristics of the US 1.

<b>Table 1</b> <b>Hippocampus Estates</b> <b>Trip Generation Summary</b> <b>Marathon, Florida</b>								
Land Use	Size	Daily Trips	AM Peak Hour Trips			PM Peak Hour Trips		
			In	Out	Total	In	Out	Total
<i>Existing</i>								
Single-Family Detached Housing	1 DU	9	0	1	1	1	0	1
<i>Proposed</i>								
Single-Family Detached Housing	9 DU	84	2	4	6	5	3	8
<b>Difference (Proposed - Existing)</b>		<b>75</b>	<b>2</b>	<b>3</b>	<b>5</b>	<b>4</b>	<b>3</b>	<b>7</b>

*Compiled by: KBP Consulting, Inc. (June 2024).*

*Source: Institute of Transportation Engineers (ITE) Trip Generation Manual (11th Edition).*

Provisions have been made as part of the subdivision layout to address fire access. On the north side, the proposed access road within the subdivision terminates in a T-turnaround. To the south the access road terminates in a cul-de-sac. A fire hydrant is existing near the entrance of the

subdivision. The Fire Chief has been contacted for coordination purposes as part of the Technical Review Committee review.

- The applicant shall comply with all NFPA1 and NFPA 101 requirements.

Therefore, with the conditions noted above, the request is **in compliance** with the requirements of these sections.

**2. Off-street parking and loading areas where required, with particular attention to item 1 above;**

Parking requirements are outlined in Section 107.47 (Mixed-Use Development Parking Requirements). The following table shows the parking requirement for the commercial uses on the parcel:

- The applicant will provide the required number of parking spaces per the LDRs. Each single-family residential unit shall provide a minimum of two parking spaces as required by Code.

Therefore, with the conditions noted above, the request is **in compliance** with the requirements of these sections.

**3. The noise, glare, or odor effects of the conditional use on surrounding properties;**

The proposed use has no known impact to the health, safety, and welfare of the public. No detrimental noise or glare is expected to be generated by the proposed use.

Therefore, the request is **in compliance** with the requirements of this section.

**4. Refuse and service areas, with particular reference to locations, screening, and Items 1 and 2 above;**

The Plat of Subdivision proposes an internal access road for collection of garbage, recycling, and other services.

Therefore, the request is **in compliance** with the requirements of this section.

**5. Utilities, with reference to location and availability;**

Chapter 107, Article 13, establishes the City's Concurrency Management and certification requirements. This Conditional Use constitutes the City's Concurrency Level of Service Certificate, as follows:

- Wastewater: The existing residential property is connected to public sewer system. The applicant must work with the Utility Department to determine the additional required infrastructure.



- Water: The Florida Keys Aqueduct Authority already provides potable water for the facility.
- Solid Waste: Marathon Garbage Service already provides solid waste disposal.
- Surface Water: The applicant has provided stormwater design information suitable for the Conditional Use application review which demonstrates compliance with City standards.
- Recreation and Open Space: This redevelopment already has a de minimis impact on recreation and open space.
- Roadways: The applicant submitted an appropriate traffic study showing minimal impact to traffic flow along US1; therefore, it poses no further impact on transportation facilities.
- Educational Facilities: This development as proposed will have a de minimus impact on educational facilities.

The site is currently served by all utilities. The access to the site is via a private access road from the public street. Please see the response to the requested Letters of Coordination included in the application. It is our understanding there is sufficient capacity for the proposed development.

Therefore, the request is **in compliance** with the requirements of these sections.

#### **6. Screening and buffering with reference to type, dimensions, and character;**

Table 107.66.1 establishes project boundary buffer standards applicable to the project. The subject parcel is zoned MU. Adjacent properties are zoned the same; therefore, no district buffers are required. Each lot will install a street tree as required. Where possible, perimeter trees shall be maintained to provide screening from the new access road and the adjacent property to the east.

Table 103.15.2 outlines setback requirements in the MU district as follow: front yard 0 – 30’; side yard 1 and 2, 0 – 10; interior side yard, 10; and, street side, 0-5’.

This plan shows a 20’ setback on the front yard, and 20’ rear yard setbacks. Side setbacks on all lots are 5’ to 15’. Water buffers are 20’.

The conceptual landscape plans have been provided. Final landscape plans will be prepared and submitted at the time of Building Permits.

Therefore, the request is **in compliance** with the requirements of these sections.

#### **7. Signs, if any, and proposed exterior lighting with reference to glare, traffic safety and compatibility with surrounding uses;**

A signage program has not been developed at this time. Entrance and directional signs shall be proposed as needed.

Therefore, the request is **in compliance** with the requirements of these sections.

#### **8. Required yards and other open space;**

The required setbacks in the MU district range from 0 to 30'. As illustrated on the Conceptual site plan, the proposed setbacks of this development are consistent with this standard. The open space ratio for the proposed lots exceeds the required 20%. The proposed open space ratios are compliant with City Code requirements.

Therefore, the request is **in compliance** with the requirements of these sections.

**9. General compatibility with surrounding properties; and**

The proposed development is for a single-family residential community. The surrounding neighborhood is mixed with single-family and multi-family residential uses. The buildings will be elevated as required by City Code, providing consistency with parcels that are redeveloped. The scale and layout of the proposed lots are consistent with the City Code and the location of the building sites have been designed to maximize the open water views as is the case with most open water development within the City. A redevelopment is expected to be fully compatible with these uses. The scale and layout of the proposed lots are consistent with the City Code.

Therefore, the request is **in compliance** with the requirements of these sections.

**10. Any special requirements set forth in the LDRs for the particular use involved.**

The design of the residential dwelling units shall comply with Section 104.48 - Residential Dwelling Units. Specifically, with the provision of outdoor recreational area and the required patios and or balconies. Multi-family residential units, although permitted, are not contemplated.

The request is **in compliance** with the requirements of this section.

**CONCLUSION:**

The Conditional Use Approval is intended to allow for the integration of certain land uses and structures within the City of Marathon based on conditions imposed by the Council. Review is based primarily on compatibility of the use with its proposed location and with surrounding land uses. Conditional uses shall not be allowed where the conditional use would create a nuisance, traffic congestion, a threat to the public health, safety, or welfare of the community.

The proposed development is consistent with the existing land use patterns. The redevelopment of the site furthers the policies for development in the City and is consistent with the Comprehensive Plan and Land Development Regulations. The project is compatible with surrounding uses and is not expected to create a nuisance, traffic congestion, or threat to public, health, safety, or welfare.

**RECOMMENDATION:**

With the following conditions, the staff recommended approval of the conditional use permit. The Planning Commission voted (5-0) to recommend that the City Council approve with the below conditions.

## Conditions of Approval

Prior to the issuance of a building permit:

1. Acquisition of any additional development rights, as authorized through this development approval, is the responsibility of the developer.
2. The applicant will meet all floodplain-related requirements as part of the Building Permit process;
3. The applicant shall comply with NFPA1 and NFPA 101 requirements.
4. The applicant shall provide plans indicating connection point to the City of Marathon Wastewater Treatment Plant when provided by the Utilities department and pay any assessments due resulting from change in use;
5. The applicant will provide the required number of parking spaces per the LDRs.
6. The Building Permit for each residence will demonstrate stormwater compliance once the actual footprints and impervious areas are determined.
7. The Conditional Use Development Order will constitute the Certificate of Concurrence for the project. The determination will be valid for one year from the effective date;

## **ANALYSIS OF PLAT APPROVAL REQUEST:**

The standards for re-plat approval are established in Chapter 102, Article 10 of the Land Development Regulations. The application for the preliminary plat approval is being simultaneously reviewed per Section 102.45.D.2. through the Conditional Use process. Pursuant to the Code, the Planning Commission and City Council shall give due consideration to the evaluation criteria addressed within this report as well as the Conditional Use when rendering a decision to grant or deny the requested permit.

## **RECOMMENDATION:**

With the following conditions, the staff recommended approval of the proposed plat. Planning Commission voted (5-0) to recommend that the City Council approve of the preliminary plat.

Conditions:

1. Final plat shall include language regarding owner-signed consent and acknowledgment for wastewater and stormwater assessment for future development of the properties.
2. All utility shall be obtained as part of the building permit process.
3. Applicant shall provide form of guarantee for necessary utility construction.
4. All conditions of the Conditional Use must be met prior to building permit issuance.

A PORTION OF LOTS 2 AND 3 THOMPSON & ADAMS SUBDIVISION,  
PLAT BOOK 2, PAGE 24 AND ADJACENT LAND AND BAY BOTTOM  
OFFICIAL RECORD BOOK \_\_\_\_\_, PAGE \_\_\_\_\_  
SECTION 10, TOWNSHIP 66 SOUTH, RANGE 32 EAST  
KEY VACA, CITY OF MARATHON, MONROE COUNTY, FLORIDA



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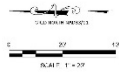
LAT BOOK PAGE



A PORTION OF LOTS 2 AND 3 THOMPSON & ADAMS SUBDIVISION, PLAT BOOK 2, PAGE 24 AND ADJACENT LAND AND BAY BOTTOM  
OFFICIAL RECORDS BOOK \_\_\_\_\_, PAGE \_\_\_\_\_  
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KEY VACA, CITY OF MARATHON, MONROE COUNTY, FLORIDA



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# HIPPOCAMPUS ESTATES

A PORTION OF LOTS 2 AND 3 THOMPSON & ADAMS SUBDIVISION, PLAT BOOK 2, PAGE 24 AND ADJACENT LAND AND BAY BOTTOM  
OFFICIAL RECORDS BOOK \_\_\_\_\_ PAGE \_\_\_\_\_  
SECTION 10, TOWNSHIP 66 SOUTH, RANGE 32 EAST  
KEY VACA, CITY OF MARATHON, MONROE COUNTY, FLORIDA

NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT.

BAY OF FLORIDA

SHIPMAN POINT  
(PG 2, PG 100)

W LINE OF SHIPMAN POINT  
S00°31'31"E 947.88'± OVERALL

LOT 9  
BAY BOTTOM  
27,655± SF

N00°31'31"W 526.87'

NO CORNER  
FOUND OR SET  
FALLS IN WATER

N00°31'31"W 249.12'

**PRELIMINARY**

LOT 8  
BAY BOTTOM  
31,206± SF

N00°31'31"W 489.14'

CANAL

LOT 9  
UPLAND 5,117± SF

N00°34'20"E 180.93'

LOT 8  
UPLAND 5,322± SF

N00°31'31"W 65.31'

N01°04'58"E 19.57'

N01°02'56"W 94.97'

N00°47'27"W 5.70'

N00°31'31"W 489.14'

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SHEET 3 OF 4



PLAT BOOK

PAGE

A PORTION OF LOTS 2 AND 3 THOMPSON & ADAMS SUBDIVISION, PLAT BOOK 2, PAGE 24 AND ADJACENT LAND AND BAY BOTTOM  
OFFICIAL RECORDS BOOK \_\_\_\_, PAGE \_\_\_\_  
SECTION 10, TOWNSHIP 66 SOUTH, RANGE 32 EAST  
KEY VACA, CITY OF MARATHON, MONROE COUNTY, FLORIDA

[illegible]

**REECE & ASSOCIATES**  
PROFESSIONAL SURVEYOR AND MAPPER, IN 7845  
31193 AVENUE A, BIG PINE KEY, FL 33043  
OFFICE (305) 872-1348  
EMAIL [info@reecesurveying.com](mailto:info@reecesurveying.com)

**PAGE**

## **Final Plat**

Attached as Exhibit A to Resolution.



**CITY OF MARATHON, FLORIDA  
RESOLUTION 2025-117**

**CONSIDERATION OF A REQUEST FOR A FINAL PLAT APPROVAL PURSUANT TO CHAPTER 102 ARTICLE 10 OF THE CITY OF MARATHON LAND DEVELOPMENT REGULATION (LDRS) ENTITLED “SUBDIVISION OF LAND/PLATS AND RE-PLATS,” FOR A FINAL PLAT APPROVAL AS SUBMITTED BY KEY VACA LLC AND JOHN AND PHYLISS STRITTAR FOR A PORTION OF LAND WHICH IS DESCRIBED AS SECTION 10, TOWNSHIP 66, RANGE 32, KEY VACAS BAY BOTTOM & FILL BAY BOTTOM ADJACENT TO PART OF LOT 2 & ALL OF LOT 3 OF THOMOSON SUBDIVISION (A/K/A PARCEL E & BAY BOTTOM PARCEL B), AND THOMPSON SUBDIVISION & ADAMS SUBDIVISION PB2-24, KEY VACA PART OF LOT 2 & ADJACENT BAY BOTTOM AND THOMPSON SUBDIVISION & ADAMS PB2-24 KEY VACA PART LOTS 2 & 3 (PARCEL B & F) & FILLED BAY BOTTOM & CANAL BAY BOTTOM AND THOMPSON SUBDIVISION & ADAMS SUBDIVISION PB2-24, KEY VACA PART OF LOT 3, HAVING REAL ESTATE NUMBERS 00103280-000000, 00327120-001000, 00327130-000200, AND 00327130-001000. NEAREST MILE MARKER 50.**

**WHEREAS**, Key Vaca LLC and John and Phyllis Strittar (Applicant) filed an Application on July 1, 2024 for approval of the preliminary re-plat of the properties into nine (9) single-family residential lots pursuant to Chapter 177, Florida Statutes and Chapter 102, Article 10, of the City of Marathon Land Development Regulations (LDRs); and

**WHEREAS**, on the 16th day of September 2024, the City of Marathon Planning Commission (the “Commission”) reviewed and recommended approval of the preliminary re-plat with several conditions; and

**WHEREAS**, on the 8th day of October 2024, the City Council (the “Council”) reviewed the Applicant’s proposal finding that the preliminary re-plat documents were compliant with the terms of Chapter 177, Florida Statutes and the Chapter 102, Article 10 of the City LDR’s; and

**WHEREAS**, on the 9th day of December 2025, the City Council (the “Council”) reviewed the Applicant’s proposal finding that the preliminary re-plat documents are compliant with the terms of Chapter 177, Florida Statutes and the Chapter 102, Article 10 of the City LDR’s; and

**WHEREAS**, due process was afforded to the parties, the essential requirements of law were adhered to and competent and substantial evidence was presented, the Council voted to approve the preliminary re-plat; and

**WHEREAS**, the purpose of the preliminary re-plat assures that Key Vaca LLC and John and Phyllis Strittar have complied with all subdivision and plat filing requirements of Chapter 102, Articles 10 and Florida Statutes Chapter 177.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THAT:**

**Section 1.** The above recitals are true and correct and incorporated herein.

**Section 2.** The preliminary re-plat, an unsigned copy of which is attached hereto as Exhibit “A”, is hereby approved for signature and recordation and otherwise has complied with or must meet all conditions of the Re-Plat as follows:

1. Final plat shall include language regarding owner-signed consent and acknowledgment for wastewater and stormwater assessment for future development of the properties.
2. All utility and right-of-way permits shall be obtained as part of the building permit process.
3. Applicant shall provide form of guarantee for necessary utility construction.
4. All conditions of the Conditional Use must be met prior to building permit issuance.

**Section 3.** The Owner’s Certificate and Acknowledgement (Exhibit B), Exclusive Easement Agreement (Exhibit C), Owner’s Dedication and Grant of Easement (Exhibit D), and the specific Parking Easement (Exhibit E) will all be recorded with the Plat.

**Section 4.** This resolution shall take effect immediately upon its adoption.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THIS 9TH DAY OF DECEMBER 2025.**

**THE CITY OF MARATHON, FLORIDA**

---

**Lynny Del Gaizo, Mayor**

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

**ATTEST:**

---

Diane Clavier, City Clerk

(City Seal)

**APPROVED AS TO FORM AND LEGALITY FOR THE USE AND RELIANCE OF THE  
CITY OF MARATHON, FLORIDA ONLY:**

---

Steve Williams, City Attorney

**EXHIBIT A**

**Final Plat of Property**



## **EXHIBIT B**

### **Owner's Certificate and Acknowledgement**

## **EXHIBIT C**

### **Exclusive Easement Agreement**

## **EXHIBIT D**

### **Owner's Dedication and Grant of Easement**

**EXHIBIT E**

**Specific Parking Easement**



LEGAL DESCRIPTION:

A PORTION OF LOTS 2 AND 3, THOMPSON & ADAMS SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 24, TOGETHER WITH A PORTION OF ADJACENT BAY BOTTOM DESCRIBED IN OFFICIAL RECORD BOOKS 1942, PAGE 540; 1565, PAGE 171 AND 3193, PAGE 2480, ALL OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA, SECTION 10, TOWNSHIP 66 SOUTH, RANGE 32 EAST, KEY VACA, MONROE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS

COMMENCE AT THE SOUTHEAST CORNER OF LOT 3, THOMPSON & ADAMS SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 24, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA; THENCE ALONG THE EAST LINE OF SAID LOT 3, N00°31'31"W 399.77 FEET TO THE POINT OF BEGINNING; THENCE S89°28'29"W 7.34 FEET, MORE OR LESS, TO THE MEAN HIGH WATER LINE AT THE NORTHEASTERLY CORNER OF AN EXISTING BOAT BASIN; THENCE ALONG SAID MEAN HIGH WATER LINE, S02°15'29"W 50.06 FEET; THENCE, LEAVING SAID MEAN HIGH WATER LINE, S89°28'29"W 160.55 FEET TO A POINT IN SAID BOAT BASIN; THENCE N00°31'31"W 386.20 FEET TO THE WESTERLY EXTENSION OF SOUTH LINE OF THE PARCEL DESCRIBED IN OFFICIAL RECORD BOOK 3310, PAGE 676, OF SAID PUBLIC RECORDS; THENCE ALONG THE WESTERLY EXTENSION AND THE SOUTH LINE OF SAID PARCEL, N89°28'29"E 101.06 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL; THENCE ALONG THE EAST LINE OF SAID PARCEL, N03°19'31"W 156.28 FEET TO THE NORTHEAST CORNER OF SAID PARCEL; THENCE ALONG THE NORTH LINE OF SAID PARCEL, N86°55'31"W 74.89 FEET TO A POINT ON THE WEST LINE OF THE PARCEL DESCRIBED IN OFFICIAL RECORD BOOK 1565, PAGE 171 OF SAID PUBLIC RECORDS; THENCE ALONG SAID WEST LINE AND THE WEST LINE OF THE PARCEL DESCRIBED IN OFFICIAL RECORD BOOK 3193, PAGE 2480 OF SAID PUBLIC RECORDS, RESPECTIVELY, N00°31'31"W 489.14 FEET; THENCE CONTINUE ALONG SAID PARCEL DESCRIBED IN OFFICIAL RECORD BOOK 3193, PAGE 2480 THE FOLLOWING THREE (3) COURSES: 1) N89°28'29"E 51.65 FEET; 2) N00°31'31"W 249.12 FEET; 3) N89°28'29"E 70.00 FEET TO THE WEST LINE OF SHIPMAN POINT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 7, PAGE 100 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA; THENCE ALONG SAID WEST LINE THE FOLLOWING TWO (2) COURSES: 1) S00°31'31"E 706.98 FEET; 2) N89°28'29"E 22.50 FEET TO A LINE 7.5' WEST OF AND PARALLEL WITH THE WEST LINE OF SAID PLAT; THENCE ALONG SAID LINE S00°31'31"E 273.50 FEET; THENCE, LEAVING SAID LINE, N89°28'29"E 7.50 FEET TO AFORESAID EAST LINE OF LOT 3, THOMPSON & ADAMS SUBDIVISION; THENCE S00°31'31"E ALONG SAID EAST LINE 254.77 FEET TO THE POINT OF BEGINNING.

COMBINED PARCELS CONTAINING 3.515 ACRES OR 153,098 SQUARE FEET, MORE OR LESS

TOGETHER WITH COMMON ACCESS ROAD EASEMENTS UPON THE FOLLOWING DESCRIBED PARCELS OF LAND: (PER ORB 3195, PAGE 1798)

MARATHON KEY PARCEL

BEGINNING AT THE SOUTHEAST CORNER OF LOT 4, THOMPSON & ADAMS SUBDIVISION ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 2, PAGE 24 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA; THENCE S 00° 00' 00" E ALONG THE SOUTHERLY PROJECTION OF THE EAST LINE OF SAID LOT 4, A DISTANCE OF 68.55 FEET TO THE NORTH RIGHT-OF-WAY LINE OF U.S. 1 (OVERSEAS HIGHWAY) AS DELINEATED ON THE FLORIDA DEPARTMENT OF TRANSPORTATION MAP RIGHT-OF-WAY MAP FOR SECTION 90040, SHEET 18 OF 51, DATED MARCH 2013; THENCE S 74° 20' 00" W ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 2.30 FEET; THENCE N 15° 40' 32" W, 39.15 FEET; THENCE N 00° 00' 00" W ALONG A LINE 12.79 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID LOT 4, A DISTANCE OF 164.80 FEET; THENCE N 07° 13' 37" E, 79.07 FEET; THENCE N 00° 00' 00" W ALONG A LINE 2.84 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID LOT 4, A DISTANCE OF 328.15 FEET TO A TANGENT CURVE; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 15.14 FEET, A CENTRAL ANGLE OF 86° 36' 08" AND AN ARC DISTANCE OF 22.89 FEET; THENCE N 90° 00' 00" W, 83.88 FEET TO THE WEST LINE OF SAID LOT 4; THENCE N 00° 00' 00" W ALONG SAID WEST LINE A DISTANCE OF 25.34 FEET; THENCE S 90° 00' 00" E A DISTANCE OF 1.32 FEET TO A TANGENT CURVE; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 4.33 FEET, A CENTRAL ANGLE OF 90° 00' 00" AND AN ARC DISTANCE OF 6.80 FEET; THENCE N 00° 00' 00" W, 20.03 FEET TO A TANGENT CURVE; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 14.33 FEET, A CENTRAL ANGLE OF 52° 42' 27" AND AN ARC DISTANCE OF 13.18 FEET TO THE WEST LINE OF SAID LOT 4; THENCE N 00° 00' 00" W ALONG SAID WEST LINE A DISTANCE OF 32.68 FEET TO THE NORTH LINE OF PARCEL "A" AS DESCRIBED IN OFFICIAL RECORDS BOOK 1565, PAGE 172 OF SAID PUBLIC RECORDS; THENCE N 90° 00' 00" E ALONG SAID NORTH LINE A DISTANCE OF 30.99 FEET; THENCE S 00° 00' 00" E, 49.11 FEET; TO A TANGENT CURVE; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 19.33 FEET, A CENTRAL ANGLE OF 90° 00' 00" AND AN ARC DISTANCE OF 30.36 FEET; THENCE S 90° 00' 00" E, 29.57 FEET; TO A TANGENT CURVE; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 18.34 FEET, A CENTRAL ANGLE OF 91° 47' 19" AND AN ARC DISTANCE OF 29.38 FEET; THENCE NORTHERLY ALONG THE ARC OF A RESERVE CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 44.20 FEET, A CENTRAL ANGLE OF 22° 13' 33" AND AN ARC DISTANCE OF 17.15 FEET TO A POINT ON THE EAST LINE OF SAID LOT 4, BEING S 00° 00' 00" E, 32.71 FEET FROM THE NORTHEAST CORNER OF SAID PARCEL "A"; THENCE S 00° 00' 00" W ALONG SAID EAST LINE A DISTANCE OF 616.11 FEET TO THE POINT OF BEGINNING. SAID LANDS LYING AND BEING IN SECTION 10, TOWNSHIP 66 SOUTH, RANGE 32 EAST, ON VACA KEY, CITY OF MARATHON, MONROE COUNTY, FLORIDA.

AND

CRYSTAL COVE PARCEL

BEGINNING AT THE SOUTHWEST CORNER OF LOT 5, THOMPSON & ADAMS SUBDIVISION ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 2, PAGE 24 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA; THENCE N 00° 00' 00" W ALONG THE WEST LINE OF SAID LOT 5, A DISTANCE OF 616.11 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST (A RADIAL LINE TO SAID POINT BEARS N 69° 33' 46" W), BEING S 00° 00' 00" E, 32.71 FEET FROM THE NORTHEAST CORNER OF PARCEL "A" AS DESCRIBED IN OFFICIAL RECORDS BOOK 1565, PAGE 172 OF THE PUBLIC RECORDS; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 44.20 FEET, A CENTRAL ANGLE OF 44° 26' 42" AND AN ARC DISTANCE OF 34.29 FEET; THENCE S 00° 00' 00" W ALONG A LINE 22.66 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID LOT 5, A DISTANCE OF 429.35 FEET; THENCE S 07° 13' 37" W, 80.51 FEET; THENCE S 00° 00' 00" E ALONG A LINE 12.35 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID LOT 5, A DISTANCE OF 159.23 FEET; THENCE S 15° 39' 51" E, 35.90 FEET TO THE NORTH RIGHT-OF-WAY LINE OF 1 (OVERSEAS HIGHWAY) AS DELINEATED ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP FOR SECTION 90040, SHEET 18 OF 51, DATED MARCH 2013; THENCE S 74° 20' 00" W ALONG SAID NORTH RIGHT-OF-WAY, 23.08 FEET; THENCE N 00° 00' 00" W ALONG THE SOUTHERLY PROJECTION OF THE WEST LINE OF SAID LOT 5, 68.55 FEET TO THE POINT OF BEGINNING. SAID LANDS LYING AND BEING IN SECTION 10, TOWNSHIP 66 SOUTH, RANGE 32 EAST, ON VACA KEY, CITY OF MARATHON, MONROE COUNTY, FLORIDA.

NOTE: SURVEYOR CORRECTED SCRIVENER'S ERROR RECORDED IN ORB 2968, PG 1327 FROM SECTION 1 TO SECTION 10.

SURVEYOR'S NOTES:

- LEGAL DESCRIPTION WAS FURNISHED BY THE CLIENT OR THEIR REPRESENTATIVE.
- COORDINATES AND/OR BEARINGS SHOWN HEREON ARE BASED ON GRID NORTH AND ARE REFERENCED TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT (NAD83/11). ESTABLISHED BY A REAL-TIME NETWORK (RTN) WHICH IS CERTIFIED TO A 2-CENTIMETER LOCAL ACCURACY, WITH THE NORTH RIGHT-OF-WAY LINE OF U.S. HIGHWAY 1 / OVERSEAS HIGHWAY HAVING A BEARING OF N73°48'29"E.
- ALL ANGLES ARE 90° UNLESS OTHERWISE NOTED.
- UNITS OF MEASUREMENT ARE U.S. SURVEY FEET AND DECIMAL PARTS THEREOF.
- THE ACCURACY STANDARD FOR THIS SURVEY IS FROM THE STANDARDS AND SPECIFICATIONS FOR GEODETIC CONTROL NETWORKS PUBLISHED BY THE FEDERAL GEODETIC CONTROL COMMITTEE DATED SEPTEMBER 1984 THIRD-ORDER, CLASS I WITH A MINIMUM OF 1:10,000. THE ACCURACY FOR THIS SURVEY EXCEEDS THIS STANDARD.
- SYMBOLS SHOWN HEREON AND IN THE LEGEND MAY HAVE BEEN ENLARGED FOR CLARITY. THESE SYMBOLS HAVE BEEN PLOTTED AT THE CENTER OF THE FIELD LOCATION AND MAY NOT REPRESENT THE ACTUAL SHAPE OR SIZE OF THE FEATURE.
- THE MEAN HIGH WATER LINE (MHWL) AS SHOWN ON THIS PLAT WAS IDENTIFIED IN THE FIELD BY PHYSICAL EVIDENCE ON SITE SUCH AS DISCOLORATION, VEGETATION INDICATORS, WRACK LINES OR VERTICAL FACES ALONG AN ALTERED SHORELINE. THIS IS NOT A TIDAL WATER SURVEY AND DOES NOT COMPLY WITH CHAPTER 177, PART II, FLORIDA STATUTES FOR TIDAL BOUNDARY PURPOSES.
- ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE FOR CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICES, PROVIDED NO SUCH SERVICE INTERFERES WITH THE FACILITIES OF ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY (FS177.091). IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.
- SQUARE FOOTAGES AND ACREAGE'S ARE PLUS OR MINUS ±.
- THE 10 FOOT ACCESS EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 3205, PAGE 1536 PROVIDING ACCESS TO THE SEAVIEW COMMONS LLC OUT PARCEL SHOWN HEREON SHALL BE TERMINATED WITH THE RECORDING OF THIS PLAT AND THE TERMINATION OF EASEMENT RECORDED IN OFFICIAL RECORDS BOOK \_\_\_\_\_, PAGE \_\_\_\_\_. ACCESS WILL BE PROVIDED BY THE HIPPOCAMPUS ESTATES PRIVATE EASEMENTS AS DEDICATED HEREIN.

SURVEYORS CERTIFICATE:

I HEREBY CERTIFY; THAT THE ATTACHED PLAT ENTITLED **"HIPPOCAMPUS ESTATES"**, AS SHOWN HEREON, IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS RECENTLY SURVEYED UNDER MY DIRECTION AND SUPERVISION AND THAT THE SURVEY DATA SHOWN ON SAID PLAT COMPLIES WITH THE APPLICABLE REQUIREMENTS OF CHAPTER 177, PART I, FLORIDA STATUTES, AND FURTHER THAT THE PERMANENT REFERENCE MONUMENTS WERE SET IN ACCORDANCE WITH SUBSECTION 177.091(7) OF SAID CHAPTER 177.

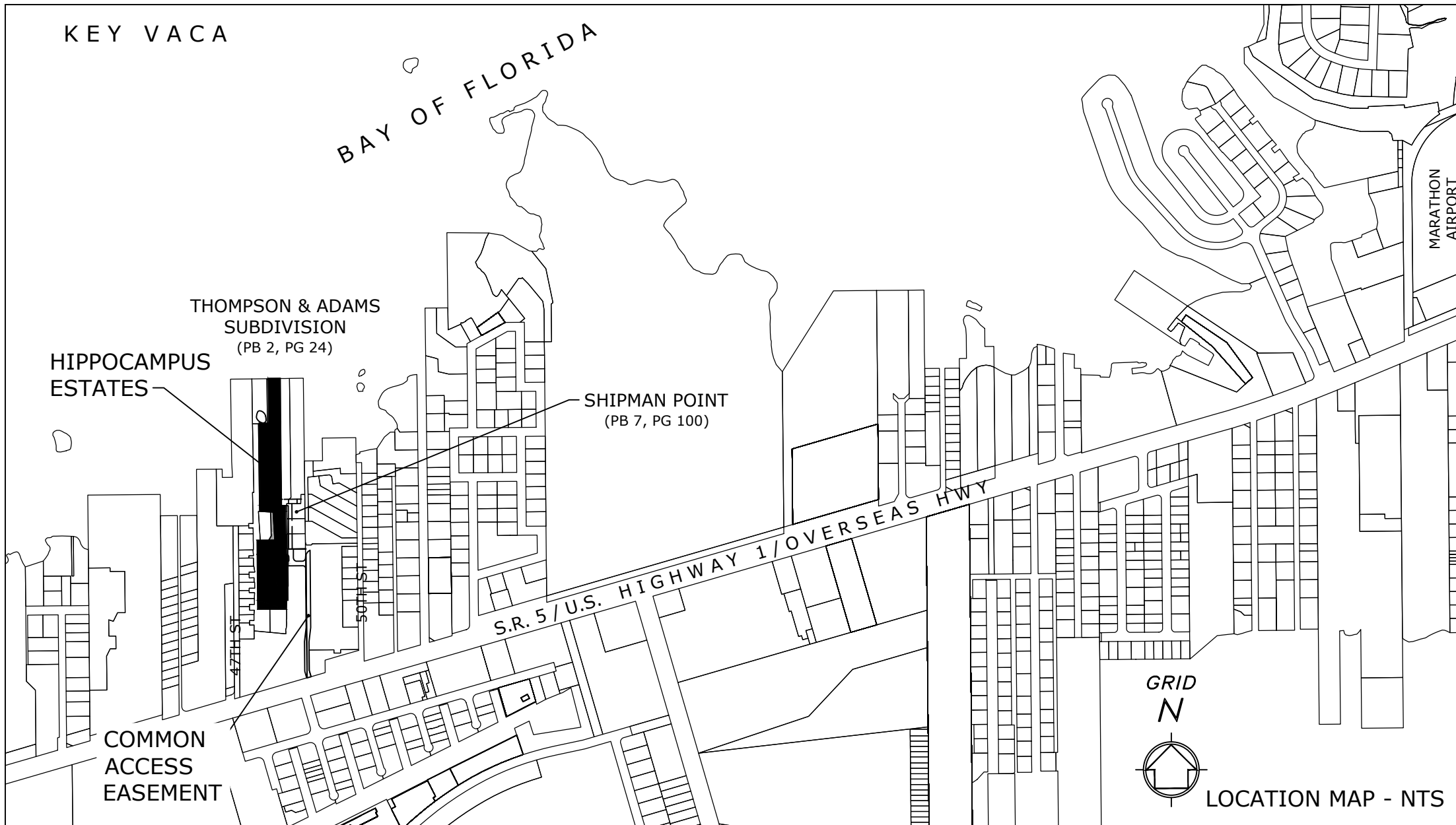
BY: GINO FURLANO  
PROFESSIONAL SURVEYOR AND MAPPER FLORIDA LICENSE 5044  
REECE & ASSOCIATES  
CERTIFICATE OF AUTHORIZATION NO. LB 7846  
31193 AVENUE A, BIG PINE KEY, FLORIDA 33043

DATE



# HIPPOCAMPUS ESTATES

## REPLAT OF A PORTION OF LOTS 2 AND 3 THOMPSON & ADAMS SUBDIVISION, PLAT BOOK 2, PAGE 24 AND ADJACENT LAND AND BAY BOTTOM SECTION 10, TOWNSHIP 66 SOUTH, RANGE 32 EAST KEY VACA, CITY OF MARATHON, MONROE COUNTY, FLORIDA



OWNER'S DEDICATION AND GRANT OF PRIVATE EASEMENTS:

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, KEY VACA LLC, a Florida limited liability company (KEY VACA) and JOHN J. STRITTAR III and PHYLLIS C. STRITTAR, husband and wife (STRITTAR), being the fee simple owners of the lands platted hereon as HIPPOCAMPUS ESTATES, located in a portion of land as described in that certain Owners Certificate recorded in the Official Records Book \_\_\_\_\_, Page \_\_\_\_\_, of the Public Records of Monroe County, do hereby state that said lands have been surveyed and platted as shown herein.

Pursuant to Chapter 177, Florida Statutes, the undersigned hereby dedicate, grant, and convey the private easements depicted on this plat to KEY VACA (the "DEVELOPER"), its successors and assigns. Upon approval and recording of this plat, KEY VACA shall acquire and retain fee simple ownership of all land constituting the plat, including the areas subject to the easements described herein (the "HIPPOCAMPUS ESTATES PRIVATE EASEMENTS") less and except all lands constituting Lot 7 of the plat, which STRITTAR shall retain fee simple ownership, including the areas subject to the easements described therein. The Hippocampus Estates Homeowners Association, Inc., a Florida not for profit corporation (the "ASSOCIATION") shall not acquire ownership of any Private Easement areas, as such ownership is retained by KEY VACA LLC to comply with density and development regulations pursuant to the City of Marathon Land Development Regulations and the Conditional Use Development Order #2024-04.

The areas designated on this plat as the HIPPOCAMPUS ESTATES PRIVATE EASEMENTS, pursuant to City of Marathon, Florida Resolution 2024-96 including the Conditional Use Development Order #2024-04, which is incorporated into this Dedication by reference shall serve multiple purposes including but not limited to providing the designation of an area known as "Seashore Lane", which is intended to serve as a way to assign potential addresses for the lots created herein. The HIPPOCAMPUS ESTATES PRIVATE EASEMENTS shall primarily provide all of the required criteria as mandated by the resolution and shall serve as a "Drainage Easement," "Utility Easement," "Emergency Vehicle Turnaround Easement Area," "Construction Entrance Easement Area," and a "Parking Easement" where appropriate (collectively, the "HIPPOCAMPUS ESTATES PRIVATE EASEMENTS") are hereby dedicated, granted and conveyed for the perpetual, non-exclusive use and benefit of:

- The owners of Lots 1 through 9 as shown on this plat; and the owner of the adjacent out Parcel "C" together with their respective heirs, successors, assigns, invitees, and licensees.

The HIPPOCAMPUS ESTATES PRIVATE EASEMENTS shall be used exclusively used for:

- Ingress and egress, including vehicular and pedestrian access to and from all platted lots, and the out Parcel "C". Installation, operation, maintenance, repair, and replacement of utilities, including water, sewer, electricity, telecommunications, cable television, drainage, stormwater management, landscaping and emergency vehicle access and turnaround. Additional uses include temporary construction access during development of the platted lots and to the out Parcel "C" and parking as described in the SPECIFIC PARKING PRIVATE EASEMENT which shall be recorded subsequent to the recording of this plat in the Official Records of Monroe County, Florida.

Pursuant to Florida Statute 177.081, the Association shall have the exclusive right and obligation to maintain, repair, and improve the **HIPPOCAMPUS ESTATES PRIVATE EASEMENTS AND THE SPECIFIC PRIVATE PARKING EASEMENT** as described in Plat Book, \_\_\_\_\_, Page \_\_\_\_\_, of the Official Records of Monroe County, Florida and **THE EXCLUSIVE PRIVATE EASEMENT AGREEMENT** as described in the OR Book \_\_\_\_\_, Page \_\_\_\_\_, of the of the Official Records of Monroe Florida at the expense of the owners of Lots 1 through 9 and the out Parcel "C" owner, as specifically described in the Association's governing documents. No fences, structures, improvements, or obstructions shall be placed within the HIPPOCAMPUS ESTATES PRIVATE EASEMENTS that interfere with their intended purposes, except as approved by KEY VACA (and their successors and assigns), the Association, and if required and/or mandated by statute or regulation any applicable governmental authorities, including the City of Marathon upon providing proof of statutory authority and mandatory regulations that shall be provided in writing to KEY VACA (and their successors), and the Association. Any governmental authority shall provide sixty (60) days written notice to KEY VACA LLC, a Florida limited liability company (and their successors), and the Association of their intent to access the easement for the purposes provided for in this paragraph.

This OWNER'S DEDICATION AND GRANT OF PRIVATE EASEMENTS is perpetual, shall run with the land, and bind all owners, heirs, successors, and assigns. The Easements are private and not dedicated to the public or any governmental entity.

OWNERS ACKNOWLEDGMENT:

IN WITNESS WHEREOF: THE UNDERSIGNED HAVE EXECUTED THIS DEDICATION THIS \_\_\_\_\_ DAY OF DECEMBER, 2025.

SIGNED, SEALED, AND DELIVERED IN OUR PRESENCE:

BY: \_\_\_\_\_  
JOHN J. STRITTAR III

WITNESS NAME

ADDRESS

WITNESS NAME

ADDRESS

NOTARY ACKNOWLEDGMENT:

STATE OF FLORIDA  
COUNTY OF MONROE

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME,

BY MEANS OF [X] PHYSICAL PRESENCE OR [ ] ONLINE NOTORIZATION, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025,

BY JOHN J. STRITTAR III AND PHYLLIS C. STRITTAR, HUSBAND AND WIFE, WHO PERSONALLY APPEARED AND ARE PERSONALLY KNOWN TO ME.

NOTARY PUBLIC STATE OF \_\_\_\_\_ PRINTED NAME: \_\_\_\_\_

MY COMMISSION EXPIRES: \_\_\_\_\_ [NOTARY SEAL]

OWNERS ACKNOWLEDGMENT:

IN WITNESS WHEREOF: THE UNDERSIGNED HAVE EXECUTED THIS DEDICATION THIS \_\_\_\_\_ DAY OF DECEMBER, 2025.

SIGNED, SEALED, AND DELIVERED IN OUR PRESENCE:

BY: \_\_\_\_\_  
DENISE H HOLLAND, MANAGER

WITNESS NAME

ADDRESS

WITNESS NAME

ADDRESS

ASSOCIATION'S ACCEPTANCE:

**HIPPOCAMPUS ESTATES HOMEOWNERS' ASSOCIATION, INC., A FLORIDA NOT FOR PROFIT CORPORATION**, HEREBY ACCEPTS THIS DEDICATION OF THE EASEMENTS AND AGREES TO MAINTAIN THEM AS PROVIDED HEREIN AND IN ITS GOVERNING DOCUMENTS.

IN WITNESS WHEREOF, THE UNDERSIGNED HAVE EXECUTED THIS DEDICATION THIS \_\_\_\_\_ DAY OF DECEMBER, 2025.

SIGNED, SEALED AND DELIVERED IN OUR PRESENCE:

HIPPOCAMPUS ESTATES HOMEOWNERS' ASSOCIATION, INC., A FLORIDA NOT FOR PROFIT CORPORATION

BY: \_\_\_\_\_  
DENISE H HOLLAND, PRESIDENT

WITNESS NAME

ADDRESS

NOTARY ACKNOWLEDGMENT:

STATE OF FLORIDA  
COUNTY OF MONROE

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME,

BY MEANS OF [X] PHYSICAL PRESENCE OR [ ] ONLINE NOTORIZATION, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025,

BY DENISE H HOLLAND, WHO PERSONALLY APPEARED AND IS PERSONALLY KNOWN TO ME.

NOTARY PUBLIC STATE OF \_\_\_\_\_ PRINTED NAME: \_\_\_\_\_

MY COMMISSION EXPIRES: \_\_\_\_\_ [NOTARY SEAL]

TITLE CERTIFICATION:

THE UNDERSIGNED REPRESENTATIVE OF OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, DULY LICENSED IN THE STATE OF FLORIDA, CERTIFIES THAT THE LAND AS DESCRIBED AND SHOWN ON THE PLAT ARE IN THE NAME OF AND APPARENT RECORD TITLE IS HELD BY KEY VACA LLC, JOHN J. STRITTAR III AND PHYLLIS C. STRITTAR; AND THAT ALL TAXES HAVE BEEN PAID ON THE PROPERTY AS REQUIRED BY SECTION 197.192, FLORIDA STATUTES, AS AMENDED, AND THE OFFICIAL RECORD BOOK AND PAGE NUMBER OF ALL MORTGAGES, LIENS AGAINST THE LAND, AND THE NAMES OF ALL PERSONS HOLDING AN INTEREST IN SUCH MORTGAGE OR LIEN ARE AS FOLLOWS:  
NONE\*\*\*

THIS REPORT IS NOT TITLE INSURANCE. PURSUANT TO SECTION 627.7843, FLORIDA STATUTES, THE MAXIMUM LIABILITY OF THE INSURER OF THIS PROPERTY INFORMATION REPORT FOR ERRORS AND OMISSIONS IN THIS PROPERTY INFORMATION REPORT IS LIMITED TO THE AMOUNT PAID FOR THIS PROPERTY INFORMATION REPORT AND IS FURTHER LIMITED TO THE PERSON(S) EXPRESSLY IDENTIFIED BY NAME IN THE PROPERTY INFORMATION REPORT AS THE RECIPIENT(S) OF THE PROPERTY INFORMATION REPORT.

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

BY: \_\_\_\_\_ (NAME OF PERSON GIVING CERTIFICATION)

TITLE: \_\_\_\_\_ (TITLE OF PERSON GIVING CERTIFICATION)

APPROVAL OF CITY OF MARATHON PLANNING COMMISSION:

IT IS HEREBY CERTIFIED THAT THE CITY OF MARATHON PLANNING COMMISSION OFFICIALLY APPROVED THIS PLAT OF **"HIPPOCAMPUS ESTATES"** ON THE

\_\_\_\_\_ DAY OF \_\_\_\_\_, 2025.

BY: \_\_\_\_\_ MARY ANN ROYSE, CHAIRMAN

APPROVAL OF MARATHON CITY COUNCIL:

IT IS HEREBY CERTIFIED THAT THE CITY OF MARATHON CITY COUNCIL OFFICIALLY

APPROVED THIS PLAT OF **"HIPPOCAMPUS ESTATES"** ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025, BY RESOLUTION NO. \_\_\_\_\_ CITY OF MARATHON, FLORIDA.

BY: \_\_\_\_\_ LYNNY DEL GAIZO, MAYOR

BY: \_\_\_\_\_ DIANE CLAVIER, CITY CLERK

APPROVAL BY CITY OF MARATHON OFFICIALS:

APPROVED:

BY: \_\_\_\_\_ CARLOS A. SOLIS, P.E., CITY ENGINEER

BY: \_\_\_\_\_ JAMES MURO, FIRE/RESCUE CHIEF

BY: \_\_\_\_\_ STEVE WILLIAMS, CITY ATTORNEY

APPROVAL OF THE CLERK OF THE CIRCUIT COURT:

THIS PLAT WAS APPROVED BY RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, ON THE

\_\_\_\_\_ DAY OF \_\_\_\_\_, 2025, AND WAS FILED FOR RECORD THIS

\_\_\_\_\_ DAY OF \_\_\_\_\_, 2025, AND RECORDED IN

PLAT BOOK \_\_\_\_\_ ON PAGE \_\_\_\_\_ IN THE OFFICE OF THE CLERK OF CIRCUIT COURT OF MONROE COUNTY, FLORIDA.

BY: \_\_\_\_\_ KEVIN MADOCK, CPA, CLERK OF COURT

REVIEW AND APPROVAL OF THE CITY SURVEYOR:

I HEREBY CERTIFY THAT I HAVE REVIEWED THIS PLAT FOR CONFORMITY WITH THE PLATTING REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AS A PROFESSIONAL SURVEYOR AND MAPPER EMPLOYED BY THE CITY OF MARATHON.

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
KRISTIE M. KAJFASZ  
PROFESSIONAL SURVEYOR AND MAPPER FLORIDA LICENSE 7116

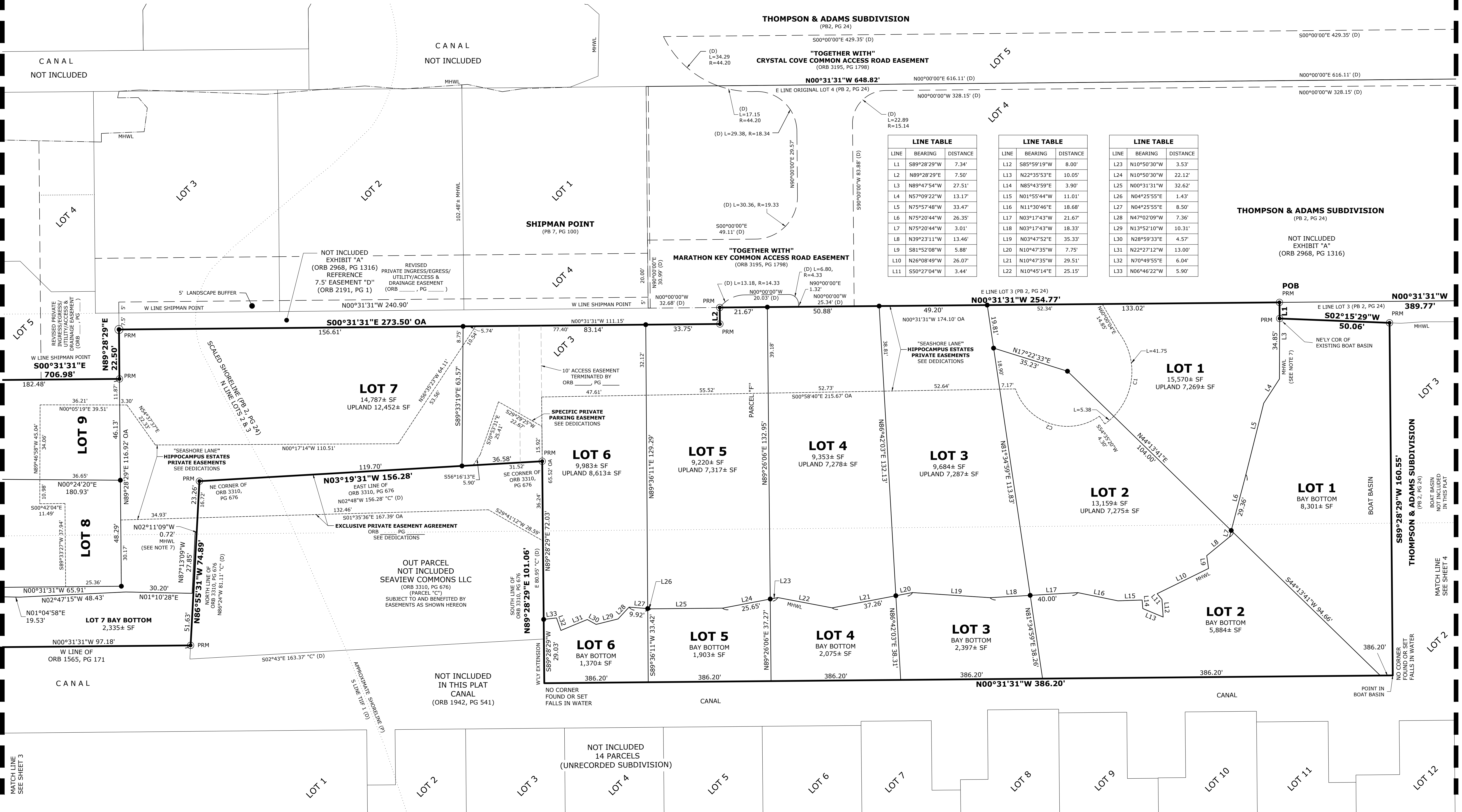
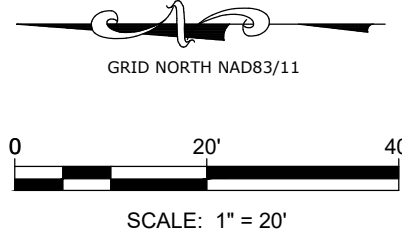
## SHEET 1 OF 4

JOB #23100601 KMB

# PLAT BOOK \_\_\_\_\_ PAGE \_\_\_\_\_

# HIPPOCAMPUS ESTATES

REPLAT OF A PORTION OF LOTS 2 AND 3 THOMPSON & ADAMS SUBDIVISION, PLAT BOOK 2, PAGE 24  
AND ADJACENT LAND AND BAY BOTTOM  
SECTION 10, TOWNSHIP 66 SOUTH, RANGE 32 EAST  
KEY VACA, CITY OF MARATHON, MONROE COUNTY, FLORIDA



NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT.

SHEET 2 OF 4

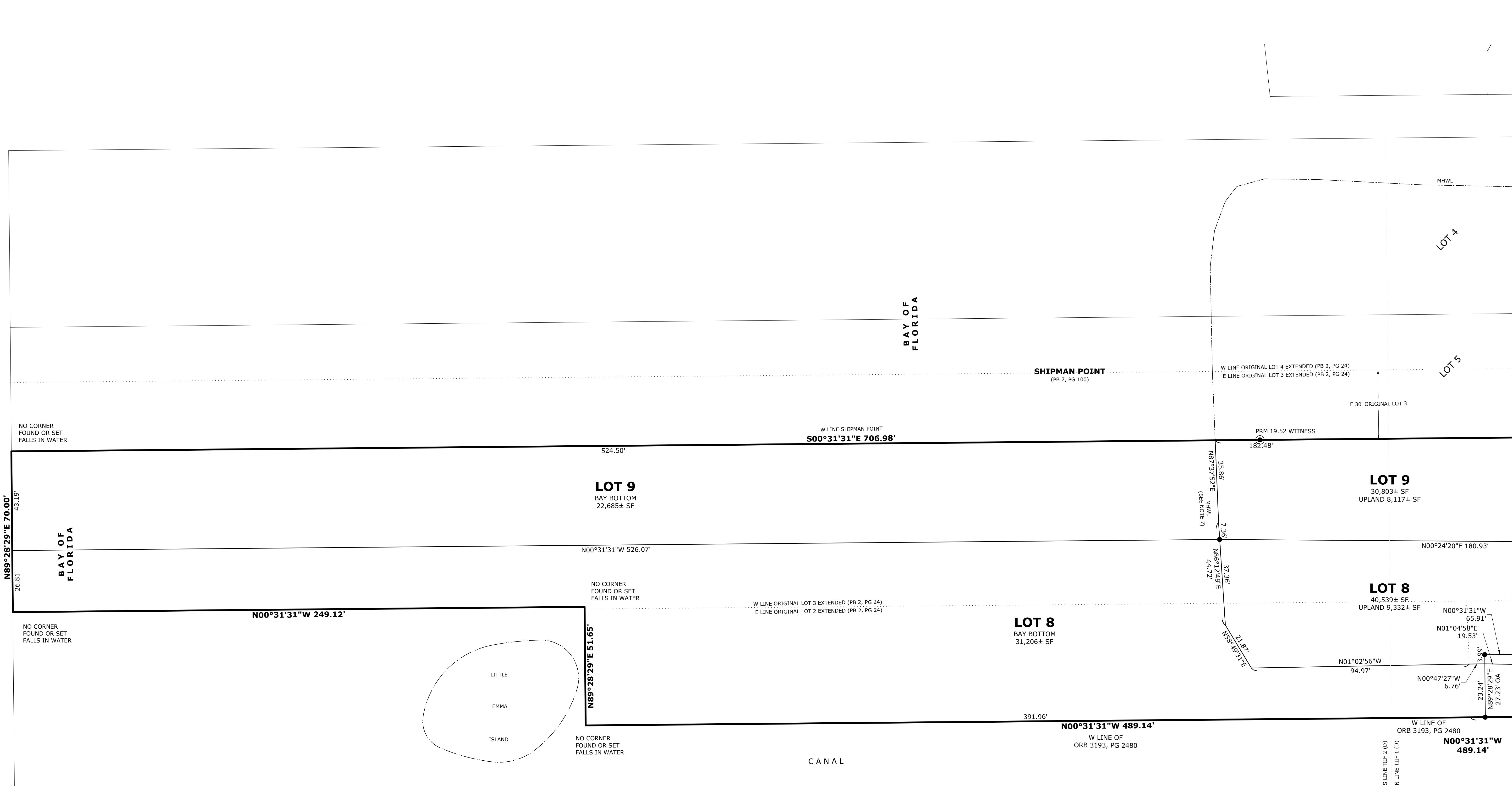
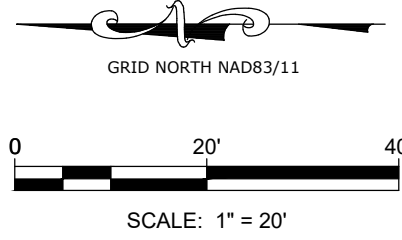
REECE & ASSOCIATES  
PROFESSIONAL SURVEYOR AND MAPPER, LB 7846  
31193 AVENUE A, BIG PINE KEY, FL 33043  
OFFICE (305) 872 - 1348  
EMAIL INFO@RECEESURVEYING.COM

JOB #23100601 KMB

PLAT BOOK PAGE

# HIPPOCAMPUS ESTATES

REPLAT OF A PORTION OF LOTS 2 AND 3 THOMPSON & ADAMS SUBDIVISION, PLAT BOOK 2, PAGE 24  
AND ADJACENT LAND AND BAY BOTTOM  
SECTION 10, TOWNSHIP 66 SOUTH, RANGE 32 EAST  
KEY VACA, CITY OF MARATHON, MONROE COUNTY, FLORIDA



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REECE & ASSOCIATES

PROFESSIONAL SURVEYOR AND MAPPER, LB 7846

31193 AVENUE A, BIG PINE KEY, FL 33043

OFFICE (305) 872 - 1348

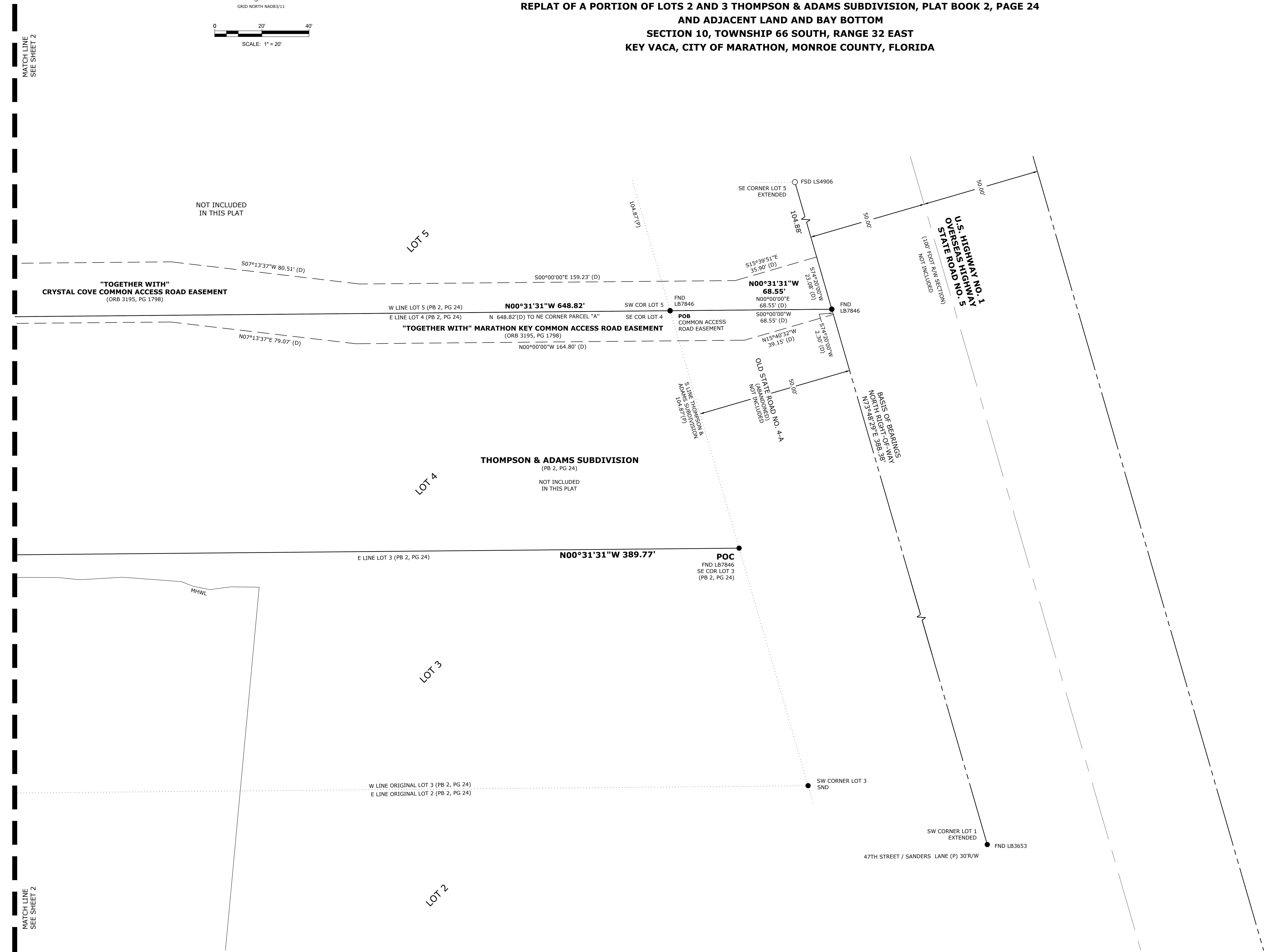
EMAIL INFO@RECESURVEYING.COM



# HIPPOCAMPUS ESTATES

REPLAT OF A PORTION OF LOTS 2 AND 3 THOMPSON & ADAMS SUBDIVISION, PLAT BOOK 2, PAGE 24  
AND ADJACENT LAND AND BAY BOTTOM  
SECTION 10, TOWNSHIP 66 SOUTH, RANGE 32 EAST  
KEY VACA, CITY OF MARATHON, MONROE COUNTY, FLORIDA

- SYMBOLS & ABBREVIATIONS:
- CL CENTERLINE
  - (D) PER DEED DESCRIPTION
  - FDOT FLORIDA DEPARTMENT OF TRANSPORTATION
  - FIP FOUND IRON PIPE
  - FND FOUND NAIL & DISK
  - FOUND PROPERTY CORNER
  - FSD FOUND SCREW & DISK
  - L ARC LENGTH
  - L# LINE TABLE NUMBER
  - LB LICENSED BUSINESS
  - LS LICENSED SURVEYOR
  - OA OVERALL
  - ORB OFFICIAL RECORD BOOK
  - (P) PER PLAT
  - PB PLAT BOOK
  - PG PAGE
  - POB POINT OF BEGINNING
  - POC POINT OF COMMENCEMENT
  - PRM PERMANENT REFERENCE MONUMENT  
SET 1/2" IRON ROD & CAP STAMPED "PRM LB7846"
  - R RADIUS
  - SF SQUARE FEET
  - SIR SET 1/2" IRON ROD & CAP LB7846
  - SND SET NAIL & DISK LB7846
  - TIIF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND



NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT.

SHEET 4 OF 4

REECE & ASSOCIATES  
PROFESSIONAL SURVEYOR AND MAPPER, LB 7846  
31193 AVENUE A, BIG PINE KEY, FL 33043  
OFFICE (305) 872 - 1348  
EMAIL INFO@REECESURVEYING.COM

JOB #23100601 KMB

PLAT BOOK PAGE

This instrument prepared by  
and return to:  
Anthony J. Barrows, Esquire  
WRIGHT BARROWS PLLC  
9711 Overseas Highway  
Marathon, FL 33050

## **OWNER'S CERTIFICATE AND ACKNOWLEDGEMENT**

STATE OF FLORIDA

COUNTY OF MONROE

The undersigned KEY VACA LLC, a Florida limited liability company and JOHN J. STRITTAR, III AND PHYLLIS C. STRITTAR, husband and wife, whose mailing address is 11100 Overseas Highway Marathon, FL 33050, being the owners of all the land included in the PROPOSED DESCRIPTION AND SKETCH OF THE HIPPOCAMPUS ESTATES PLAT BOUNDARY attached hereto and incorporated by reference as EXHIBIT "A", do hereby certify that we are the sole owners of all the property described in Exhibit "A" attached hereto. Which depicts the PROPOSED HIPPOCAMPUS ESTATES PLAT BOUNDARY, and that we have caused the same to be certified and sketched in order to reflect the PROPOSED HIPPOCAMPUS ESTATES PLAT BOUNDARY AND LEGAL DESCRIPTION as shown on Exhibit "A".

The undersigned further certify that all taxes and assessments due and owing on the property described in Exhibit "A" have been paid in full, and that there are no unpaid taxes or assessments which constitute a lien on said property. Additionally, the undersigned do hereby acknowledge and consent to the proposed plat boundary and legal description of said property as shown on Exhibit "A".

This OWNER'S CERTIFICATE AND ACKNOWLEDGEMENT is executed for the purpose of creating the HIPPOCAMPUS ESTATES PLAT in the City of Marathon, Florida. This OWNER'S CERTIFICATE AND ACKNOWLEDGEMENT shall be recorded in the Official Records of Monroe County, Florida in accordance with applicable laws, regulations, resolutions, and development orders pertaining to the creation and development of the HIPPOCAMPUS ESTATES PLAT.

**SIGNATURE PAGES TO FOLLOW**

IN WITNESS WHEREOF, the undersigned have executed this dedication this \_\_\_\_ day of November, 2025.

Signed, sealed and delivered in our presence:

KEY VACA LLC, a Florida limited liability company

By: \_\_\_\_\_  
Denise H. Holland, Manager

\_\_\_\_\_  
Witness Name: \_\_\_\_\_  
Address \_\_\_\_\_

\_\_\_\_\_  
Witness Name: \_\_\_\_\_  
Address \_\_\_\_\_

STATE OF FLORIDA

COUNTY OF MONROE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, on this \_\_\_\_ day of November, 2025, by **Denise H. Holland**, manager of KEY VACA LLC, a Florida limited liability company who is ☒ personally known to me ☐ or having produced a Driver's license(s) as identification.

[Notary Seal]

\_\_\_\_\_  
Notary Public

Printed Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_



IN WITNESS WHEREOF, the undersigned have executed this dedication this \_\_\_\_ day of November, 2025.

Signed, sealed, and delivered in our presence:

\_\_\_\_\_  
Witness Name: \_\_\_\_\_  
Address \_\_\_\_\_

\_\_\_\_\_  
Witness Name: \_\_\_\_\_  
Address \_\_\_\_\_

By: \_\_\_\_\_  
John J Strittar, III

By: \_\_\_\_\_  
Phyllis C. Strittar

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, on this \_\_\_\_ day of November, 2025, by JOHN J. STRITTAR, III AND PHYLLIS C. STRITTAR, husband and wife, who are ☒ personally known to me ☐ or having produced a Driver's license(s) as identification.

[Notary Seal]

\_\_\_\_\_  
Notary Public

Printed Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

# EXHIBIT "A"

## DESCRIPTION AND SKETCH

SECTION 10, TOWNSHIP 66 SOUTH, RANGE 32 EAST

### LEGAL DESCRIPTION - (PROPOSED HIPPOCAMPUS ESTATES PLAT BOUNDARY)

A PORTION OF LOTS 2 AND 3, THOMPSON & ADAMS SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 24, TOGETHER WITH A PORTION OF ADJACENT BAY BOTTOM DESCRIBED IN OFFICIAL RECORD BOOKS 1942, PAGE 540; 1565, PAGE 171 AND 3193, PAGE 2480, ALL OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA, SECTION 10, TOWNSHIP 66 SOUTH, RANGE 32 EAST, KEY VACA, MONROE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS

COMMENCE AT THE SOUTHEAST CORNER OF LOT 3, THOMPSON & ADAMS SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 24, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA; THENCE ALONG THE EAST LINE OF SAID LOT 3, N00°31'31"W 389.77 FEET TO THE **POINT OF BEGINNING**; THENCE S89°28'29"W 7.34 FEET, MORE OR LESS, TO THE MEAN HIGH WATER LINE AT THE NORTHEASTERLY CORNER OF AN EXISTING BOAT BASIN; THENCE ALONG SAID MEAN HIGH WATER LINE, S02°15'29"W 50.06 FEET; THENCE, LEAVING SAID MEAN HIGH WATER LINE, S89°28'29"W 160.55 FEET TO A POINT IN SAID BOAT BASIN; THENCE N00°31'31"W 386.20 FEET TO THE WESTERLY EXTENSION OF SOUTH LINE OF THE PARCEL DESCRIBED IN OFFICIAL RECORD BOOK 3310, PAGE 676, OF SAID PUBLIC RECORDS; THENCE ALONG THE WESTERLY EXTENSION AND THE SOUTH LINE OF SAID PARCEL, N89°28'29"E 101.06 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL; THENCE ALONG THE EAST LINE OF SAID PARCEL, N03°19'31"W 156.28 FEET TO THE NORTHEAST CORNER OF SAID PARCEL; THENCE ALONG THE NORTH LINE OF SAID PARCEL, N86°55'31"W 74.89 FEET TO A POINT ON THE WEST LINE OF THE PARCEL DESCRIBED IN OFFICIAL RECORD BOOK 1565, PAGE 171 OF SAID PUBLIC RECORDS; THENCE ALONG SAID WEST LINE AND THE WEST LINE OF THE PARCEL DESCRIBED IN OFFICIAL RECORD BOOK 3193, PAGE 2480 OF SAID PUBLIC RECORDS, RESPECTIVELY, N00°31'31"W 489.14 FEET; THENCE CONTINUE ALONG SAID PARCEL DESCRIBED IN OFFICIAL RECORD BOOK 3193, PAGE 2480 THE FOLLOWING THREE (3) COURSES: 1) N89°28'29"E 51.65 FEET; 2) N00°31'31"W 249.12 FEET; 3) N89°28'29"E 70.00 FEET TO THE WEST LINE OF SHIPMAN POINT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 7, PAGE 100 OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA; THENCE ALONG SAID WEST LINE THE FOLLOWING TWO (2) COURSES: 1) S00°31'31"E 706.98 FEET; 2) N89°28'29"E 22.50 FEET TO A LINE 7.5' WEST OF AND PARALLEL WITH THE WEST LINE OF SAID PLAT; THENCE ALONG SAID LINE S00°31'31"E 273.50 FEET; THENCE, LEAVING SAID LINE, N89°28'29"E 7.50 FEET TO AFORESAID EAST LINE OF LOT 3, THOMPSON & ADAMS SUBDIVISION; THENCE S00°31'31"E ALONG SAID EAST LINE 254.77 FEET TO THE POINT OF BEGINNING.

COMBINED PARCELS CONTAINING 3.515 ACRES OR 153,098 SQUARE FEET, MORE OR LESS

### SURVEYOR'S NOTES -

1. This Certification is only for the lands as described. It is not a certification of Title, Zoning, Easements, or Freedom of Encumbrances. ABSTRACT NOT REVIEWED.
2. Accuracy: The expected use of the land, as classified in the Standards of Practice (51-17 FAC), is "Residential High Risk". The minimum relative distance accuracy for this type of boundary survey is 1 foot in 10,000 feet. The accuracy obtained by measurement and calculation of a closed geometric figure was found to exceed this requirement.
3. Not valid without the original signature and raised seal of a Florida Licensed Surveyor and Mapper. Additions or deletions to survey maps or reports by other than the signing party or parties are prohibited without written consent of the signing party or parties.
4. Ownership subject to OPINION OF TITLE.
5. This is NOT a Boundary Survey.
6. Coordinates and/or bearings shown hereon are based on Grid North and are referenced to the Florida State Plane Coordinate System, East Zone, North American Datum of 1983, 2011 Adjustment (NAD83/11). Established by a Real-Time Network (RTN) which is certified to a 2-centimeter local accuracy, with the north right-of-way line of U.S. Highway 1 / Overseas Highway having a bearing of N73°48'29"E.

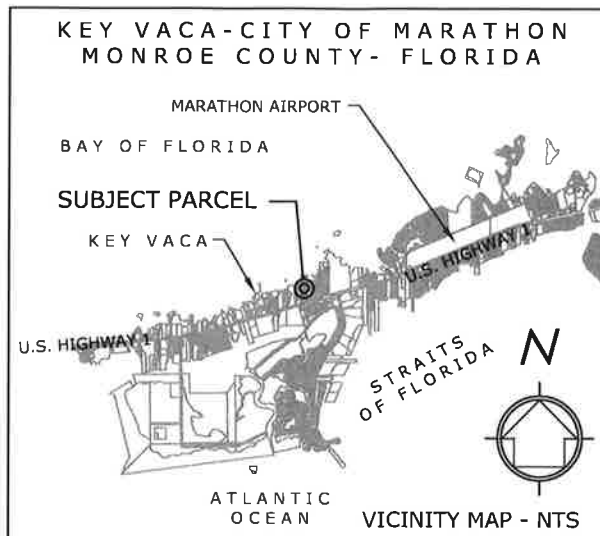
### ABBREVIATIONS:

POB = POINT OF BEGINNING  
POC = POINT OF COMMENCEMENT  
PG = PLAT BOOK  
PG = PAGE  
SQ FT = SQUARE FEET

### CERTIFICATION:

I hereby certify that this SKETCH TO ACCOMPANY LEGAL DESCRIPTION is in compliance with the Standards of Practice as set forth by the Florida Board of Professional Land Surveyors and Mapper as referenced in Rule 5J-17 Florida Administrative Code pursuant to Section 472-027 Florida Statutes.

Gino Furlano  
Professional Surveyor and Mapper  
Florida License 5044



### REVISIONS:

SCALE: N/A	PROJECT NO: 23100601	SHEET NO: 1 OF 3	DESCRIPTION AND SKETCH HIPPOCAMPUS ESTATES BOUNDARY KEY VACA, MARATHON, FLORIDA
DATE: 10/04/2025	OFFICE: CAD: CADaMS CHECKED: KMB	NOT WHOLE OR COMPLETE WITHOUT ALL SHEETS ATTACHED	



**SKETCH OF DESCRIPTION**

MATCH LINE - SEE SHEET 3

**SUBJECT  
PARCEL  
PROPOSED  
HIPPOCAMPUS  
ESTATES PLAT**  
CONTAINING  
153,125± SQ FT

INCLUDED  
PORTION  
PID: 00327130-  
001000  
KEY VACA LLC  
(ORB 1942, PG 540)

INCLUDED  
PORTION  
PID: 00327120-  
001000  
KEY VACA LLC  
(ORB 1942, PG 540)

NOT INCLUDED  
REMAINDER  
PID: 00327120-001000  
KEY VACA LLC  
(ORB 1942, PG 540)

NOT INCLUDED  
SEAVIEW COMMONS LLC  
(ORB 3310, PG 676)  
(AKA PARCEL "C")

INCLUDED  
PID: 00327130-000200  
STRITTAR III JOHN J  
& PHYLLIS C  
PARCELS "B" & "F"  
(ORB 1565, PG 171)

SHIPMAN POINT  
(PB 7, PG 100)

NOT INCLUDED  
MARATHON KEY  
HOUSING PARTNERS LP

MARATHON KEY COMMON  
ACCESS ROAD EASEMENT  
(ORB 3195, PG 1798)

NOT INCLUDED  
PID: 00327110-  
000000  
MARATHON  
KEY  
HOUSING  
PARTNERS LP

NOT INCLUDED  
REMAINDER  
PID: 00327120-  
001000  
KEY VACA LLC  
(ORB 1942, PG 540)

NOT INCLUDED  
REMAINDER  
PID: 00327130-  
001000  
KEY VACA LLC  
(ORB 1942, PG 540)

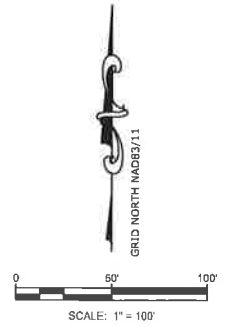
POC  
SE COR LOT 3  
(PB 2, PG 24)

THOMPSON & ADAMS SUBDIVISION  
(PB 2, PG 24)

OLD RIGHT-OF-WAY

OLD STATE ROAD NO. 4-A  
(ABANDONED)  
NORTH RIGHT-OF-WAY  
BASIS OF BEARINGS N73°48'29"E

U.S. HIGHWAY NO. 1  
OVERSEAS HIGHWAY  
STATE ROAD NO. 5  
(100' FDOT R/W SECTION)



THIS IS NOT A BOUNDARY SURVEY

REVISIONS:

SCALE:  
1" = 100'

PROJECT NO:  
23100601

SHEET NO:  
**2 OF 3**

**DESCRIPTION AND SKETCH  
HIPPOCAMPUS ESTATES BOUNDARY  
KEY VACA, MARATHON, FLORIDA**

DATE:  
10/04/2025

OFFICE:  
CAD: CADaMS  
CHECKED: KMB

NOT WHOLE OR  
COMPLETE WITHOUT  
ALL SHEETS ATTACHED



**REECE & ASSOCIATES**

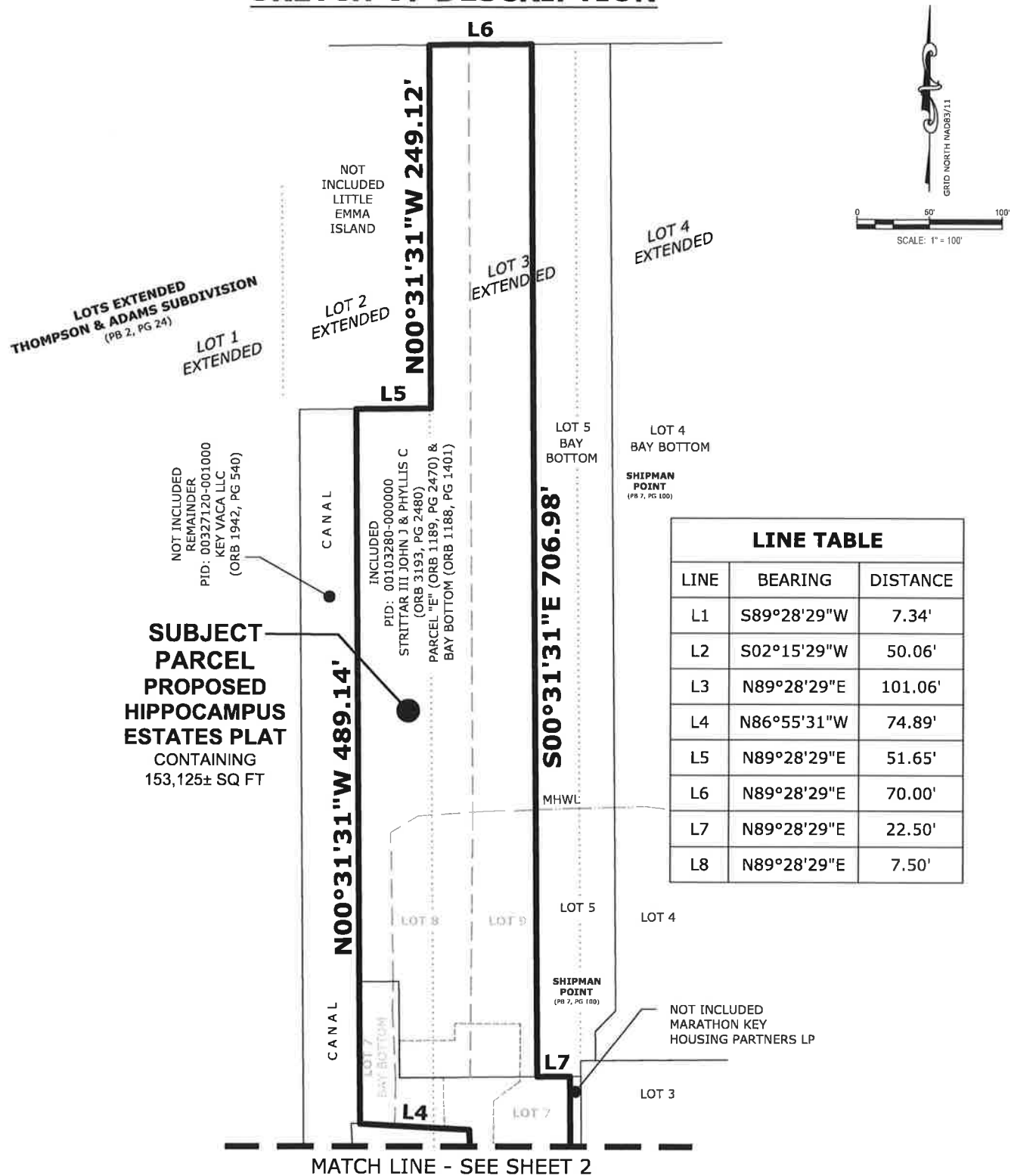
PROFESSIONAL SURVEYOR AND MAPPER, LB 7846

31193 AVENUE A, BIG PINE KEY, FL 33043

OFFICE (305) 872 - 1348

EMAIL INFO@REECESURVEYING.COM

SKETCH OF DESCRIPTION



REVISIONS:		
SCALE: 1" = 100'	PROJECT NO: 23100601	SHEET NO: 3 OF 3
DATE: 10/04/2025	OFFICE: CAD: CADaMS CHECKED: KMB	NOT WHOLE OR COMPLETE WITHOUT ALL SHEETS ATTACHED

DESCRIPTION AND SKETCH  
HIPPOCAMPUS ESTATES BOUNDARY  
KEY VACA, MARATHON, FLORIDA

THIS IS NOT A BOUNDARY SURVEY



**REECE & ASSOCIATES**  
PROFESSIONAL SURVEYOR AND MAPPER, LB 7846  
31193 AVENUE A, BIG PINE KEY, FL 33043  
OFFICE (305) 872 - 1348  
EMAIL INFO@REECESURVEYING.COM

This instrument prepared by  
and return to:  
Anthony J. Barrows, Esquire  
WRIGHT BARROWS PLLC  
9711 Overseas Highway  
Marathon, FL 33050

## **EXCLUSIVE EASEMENT AGREEMENT**

**THIS EXCLUSIVE EASEMENT AGREEMENT** is made and entered into this \_\_\_\_ day of November, 2025, by and between SEAVIEW COMMONS LLC, a Florida limited liability company, (the "Grantor"), whose mailing address is 11100 Overseas Highway Marathon, FL 33050, and KEY VACA LLC, a Florida limited liability company and JOHN J. STRITTAR, III AND PHYLLIS C. STRITTAR, husband and wife (the "Grantee"), whose mailing address is 11100 Overseas Highway Marathon, FL 33050.

### **RECITALS**

**WHEREAS**, Grantor is the fee simple owner of the property as described in the Official Records, Book 3310, Page 676, of the Public Records of Monroe County, Florida. A portion of Parcel C ("C" Easement) is described in the DESCRIPTION AND SKETCH attached hereto and incorporated by reference as EXHIBIT "A" (the "Servient Property").

**WHEREAS**, Grantee is the fee simple owner of the LAND DESCRIBED IN THAT CERTAIN OWNER'S CERTIFICATE AND ACKNOWLEDGEMENT recorded in the Official Records Book \_\_\_\_\_, Page \_\_\_\_\_, of the Public Records of Monroe County, Florida (the "Dominant Property"). Upon recording of the Plat, the aforementioned will be identified as the Hippocampus Estates.

**WHEREAS**, pursuant to City of Marathon Resolution 2024-96 and Conditional Use Development Order #2024-04, certain easements shall be dedicated on the Plat for the benefit of the owners of Lots 1 through 9 of HIPPOCAMPUS ESTATES and the owner of the out Parcel "C".

### **GRANT OF EXCLUSIVE EASEMENT**

The Grantor, its successors, and assigns, hereby dedicate, grant, and convey the Easement depicted in EXHIBIT "A" to the Grantee their successors and assigns.

The Exclusive Easement Agreement shall be used solely for: ingress and egress including vehicular and pedestrian access to and from all platted lots, the out Parcel "C", pursuant to the rights and privileges granted in that common road access easement recorded in the Official Records Book 2968, Page 1327 of the Public Records of Monroe County, Florida. Installation, operation, maintenance, repair, and replacement of utilities, including water, sewer, electricity, telecommunications, and cable television, drainage and stormwater management and landscaping, emergency vehicle access, turnaround, temporary construction access during development of the platted lots and out Parcel C and 3 parking spaces which shall be exclusive to the out Parcel "C".

Pursuant to Florida Statute 177.081, the Association shall have the exclusive right and obligation to maintain, repair, and improve the Exclusive Easement Agreement at the expense of the owners of Lots 1 through 9 and the out Parcel "C" owner, as described in the Association's governing documents. No fences, structures, improvements, or obstructions shall be placed within the Easement that interfere with their intended purposes, except as approved by KEY VACA LLC, a Florida limited liability company (and their successors), the Association, and if required and/or mandated by statute or regulation any applicable

governmental authorities, including the City of Marathon upon providing proof of statutory authority and mandatory regulations that shall be provided in writing to KEY VACA LLC, a Florida limited liability company (and their successors), and the Association. Any governmental authority shall provide sixty (60) days written notice to KEY VACA LLC, a Florida limited liability company (and their successors), and the Association of their intent to access the easement for the purposes provided for in this paragraph.

This dedication is perpetual, shall run with the land, and bind all owners, heirs, successors, and assigns. The Easement is private and not dedicated to the public or any governmental agency.

**WHEREAS**, the City of Marathon, Florida, is intended to be a third-party beneficiary of this Agreement to ensure compliance with Resolution 2024-96 and Development Order #2024-04.

**NOW THEREFORE**, in consideration of the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

#### **USE AND LIMITATIONS**

No structures, fences, barriers, or obstructions shall be placed within the Easement by Grantor or any third party without Grantee's consent. Grantee shall comply with all applicable laws, regulations, and the Association's governing documents in its use of the exclusive parking spots.

#### **DURATION**

This Exclusive Easement Agreement shall be perpetual and run with the land and be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, and assigns. It shall be recorded in the Public Records of Monroe County, Florida.

#### **GOVERNING LAW**

This Exclusive Easement Agreement shall be governed by the laws of the State of Florida. Venue for any disputes shall be in Monroe County, Florida.

#### **MAINTENANCE AND REPAIR**

The Hippocampus Estates Homeowners Association, Inc., shall be responsible for the maintenance, repair, and upkeep of the Exclusive Easement. Any damage caused by Grantee's use shall be repaired by Grantee promptly.

#### **ATTORNEYS' FEES**

In any action to enforce this Exclusive Easement Agreement the prevailing party shall be entitled to recover reasonable attorneys' fees and costs.



**ENTIRE AGREEMENT**

This Exclusive Easement Agreement constitutes the entire understanding between the parties and supersedes all prior agreements. It may be amended only in writing signed by both parties and recorded or as described on the Plat of Hippocampus Estates any amendments thereto.

**IN WITNESS WHEREOF**, the parties have executed this Exclusive Easement Agreement as of the date first above written.

**SIGNATURE PAGES TO FOLLOW**

IN WITNESS WHEREOF, the undersigned have executed this dedication this \_\_\_\_ day of November, 2025.

Signed, sealed, and delivered in our presence:

\_\_\_\_\_  
Witness Name: \_\_\_\_\_  
Address \_\_\_\_\_

\_\_\_\_\_  
Witness Name: \_\_\_\_\_  
Address \_\_\_\_\_

By: \_\_\_\_\_  
John J. Strittar, III

By: \_\_\_\_\_  
Phyllis C. Strittar

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, on this \_\_ day of November, 2025, by JOHN J. STRITTAR, III AND PHYLLIS C. STRITTAR, husband and wife, who are ☒ personally known to me ☐ or having produced a Driver's license(s) as identification.

[Notary Seal]

\_\_\_\_\_  
Notary Public

Printed Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

IN WITNESS WHEREOF, the undersigned have executed this dedication this \_\_\_\_ day of November, 2025.

Signed, sealed and delivered in our presence:

KEY VACA LLC, a Florida limited liability company

By: \_\_\_\_\_  
Denise H. Holland, Manager

Witness Name: \_\_\_\_\_  
Address \_\_\_\_\_

SEAVIEW COMMONS LLC, A Florida limited liability company

Witness Name: \_\_\_\_\_  
Address \_\_\_\_\_

By: \_\_\_\_\_  
Denise H. Holland, Manager

STATE OF FLORIDA

COUNTY OF MONROE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, on this \_\_\_\_ day of November, 2025, by **Denise H. Holland**, manager of KEY VACA LLC, a Florida limited liability company, and SEAVIEW COMMONS LLC, A Florida limited liability company, who is ☒ personally known to me ☐ or having produced a Driver's license(s) as identification.

[Notary Seal]

\_\_\_\_\_  
Notary Public

Printed Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

#### ASSOCIATION'S ACCEPTANCE OF MAINTENANCE OBLIGATIONS

HIPPOCAMPUS ESTATES HOMEOWNERS' ASSOCIATION, INC., a Florida not for profit corporation, hereby accepts the maintenance, repair, and improvement obligations for the Easements as provided herein and in its governing documents, without acquiring ownership of any Easement areas, which remain vested in KEY VACA LLC.

IN WITNESS WHEREOF, the undersigned have executed this dedication this \_\_\_\_ day of November, 2025.

Signed, sealed and delivered in our presence:

HIPPOCAMPUS ESTATES HOMEOWNERS’  
ASSOCIATION, INC., a Florida not for profit corporation

\_\_\_\_\_

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

Witness Name: \_\_\_\_\_

Denise H. Holland, President

Address \_\_\_\_\_

\_\_\_\_\_

Witness Name: \_\_\_\_\_

Address \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF MONROE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, on this \_\_ day of November, 2025, by **Denise H. Holland**, President of HIPPOCAMPUS ESTATES HOMEOWNERS’ ASSOCIATION, INC., a Florida not for profit corporation, who is ☒ personally known to me [ ] or having produced a Driver's license(s) as identification.

[Notary Seal]

\_\_\_\_\_

Notary Public

Printed Name: \_\_\_\_\_

My Commission Expires:

\_\_\_\_\_

# EXHIBIT "A"

## DESCRIPTION AND SKETCH

SECTION 10, TOWNSHIP 66 SOUTH, RANGE 32 EAST

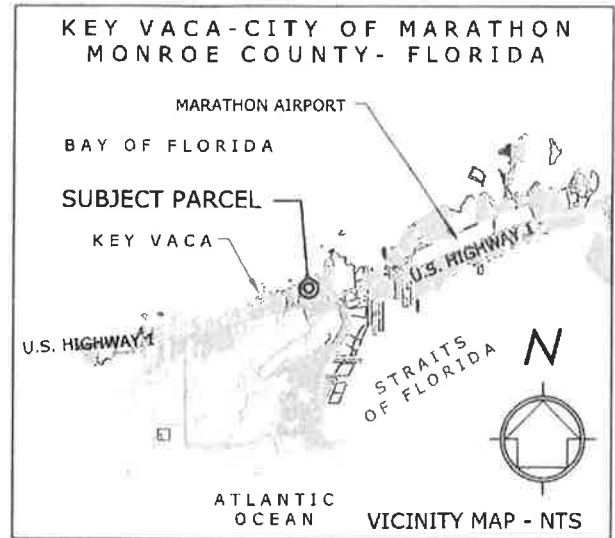
### EASEMENT LEGAL DESCRIPTION -

(Newly written by The Undersigned)

A portion of land described in Official Records Book 3310, Page 676 of the Public Records of Monroe County, Florida, same being a portion of LOTS 2 AND 3 of THOMPSON-ADAMS SUBDIVISION, as recorded in Plat Book 2, Page 24 of said Public Records, Section 10, Township 66 South, Range 32 East, Key Vaca, City of Marathon, Monroe County, Florida and being more particularly described by metes and bounds as follows:

Commence at the Southeast corner of LOT 3 of THOMPSON-ADAMS SUBDIVISION, as recorded in Plat Book 2, Page 24 of the Public Records of Monroe County, Florida; Thence along the East line of said LOT 3, N00°31'31"W 725.97 feet; Thence leaving said East line, S89°28'29"W 69.27 feet, to the Southeast corner of the Tract of Land and Water described in Official Records Book 3310, Page 676 of said Public Records and the **POINT OF BEGINNING**; Thence along the South line of said Tract, continue S89°28'29"W 36.24 feet; Thence leaving said South line, N29°41'12"E 28.59 feet; Thence N01°35'36"W 132.46 feet, to a point on the North line of said Tract; Thence along the North line of said Tract, S86°55'31"E 16.72 feet, to the Northeast corner of said Tract; Thence along the East line of said Tract, S03°19'31"E 156.28 feet, to the POINT OF BEGINNING.

containing 3,163 square feet, more or less.



### SURVEYOR'S NOTES -

1. This Certification is only for the lands as described. It is not a certification of Title, Zoning, Easements, or Freedom of Encumbrances. ABSTRACT NOT REVIEWED.
2. Accuracy: The expected use of the land, as classified in the Standards of Practice (51-17 FAC), is "Residential High Risk". The minimum relative distance accuracy for this type of boundary survey is 1 foot in 10,000 feet. The accuracy obtained by measurement and calculation of a closed geometric figure was found to exceed this requirement.
3. Not valid without the original signature and raised seal of a Florida Licensed Surveyor and Mapper. Additions or deletions to survey maps or reports by other than the signing party or parties are prohibited without written consent of the signing party or parties.
4. Ownership subject to OPINION OF TITLE.
5. This is NOT a Boundary Survey.
6. The North arrow and bearings shown hereon are based on Grid North and are referenced to the Florida State Plane Coordinate System, East Zone, North American Datum of 1983, 2011 Adjustment (NAD83/11). Established by a real-time network (RTN) which is certified to a 2-centimeter local accuracy, with the East line of LOT 3, THOMPSON-ADAMS SUBDIVISION, having a measured bearing of N00°31'31"W.

### CERTIFICATION:

I hereby certify that this SKETCH TO ACCOMPANY LEGAL DESCRIPTION is in compliance with the Standards of Practice as set forth by the Florida Board of Professional Land Surveyors and Mapper as referenced in Rule 5J-17 Florida Administrative Code pursuant to Section 472-027 Florida Statutes.

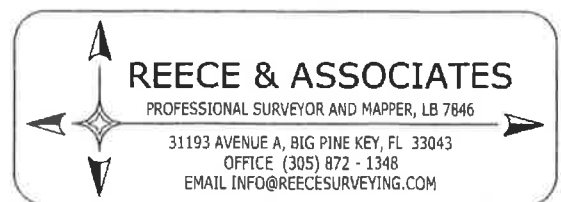
Gino Furlano  
Professional Surveyor and Mapper  
Florida License 5044

### ABBREVIATIONS:

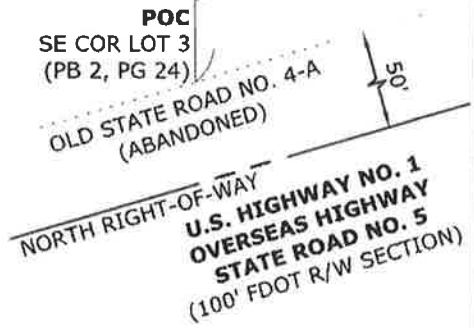
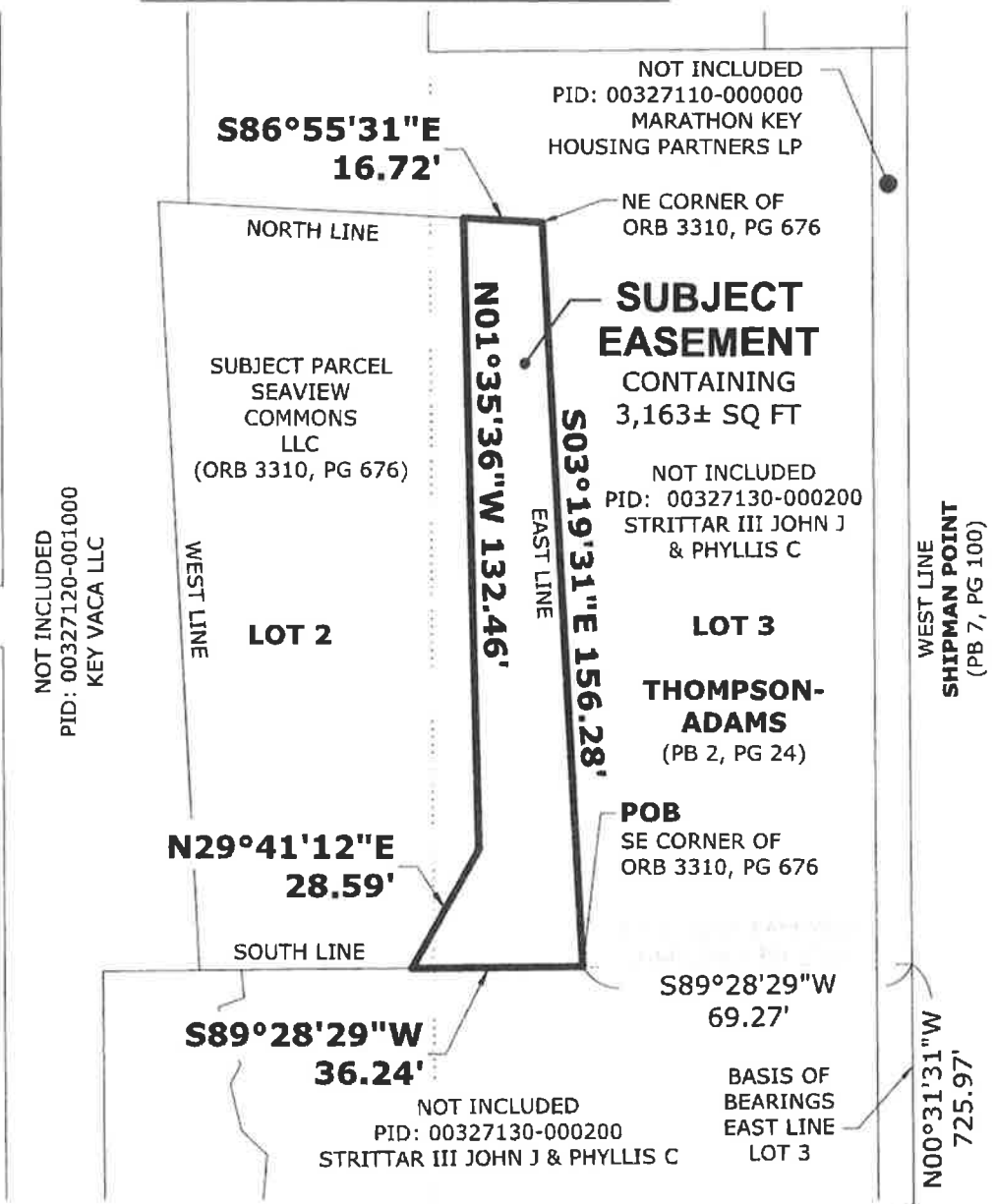
ORB = OFFICIAL RECORDS BOOK  
PB = PLAT BOOK  
PG = PAGE  
POB = POINT OF BEGINNING  
POC = POINT OF COMMENCEMENT  
SQ FT = SQUARE FEET

REVISIONS:

SCALE: N/A	PROJECT NO: 23100601	SHEET NO: 1 OF 2	DESCRIPTION AND SKETCH SEAVIEW COMMONS LLC HIPPOCAMPUS EASEMENT KEY VACA, MARATHON, FLORIDA
DATE: 10/04/2025	OFFICE: CAD: CADAms CHECKED: KMB	NOT WHOLE OR COMPLETE WITHOUT ALL SHEETS ATTACHED	



SKETCH OF DESCRIPTION



THIS IS NOT A BOUNDARY SURVEY

REVISIONS:			
SCALE: 1" = 40'	PROJECT NO: 23100601	SHEET NO: 2 OF 2	DESCRIPTION AND SKETCH SEAVIEW COMMONS LLC HIPPOCAMPUS EASEMENT KEY VACA, MARATHON, FLORIDA
DATE: 10/04/2025	OFFICE: CAD: CADaMS CHECKED: KMB	NOT WHOLE OR COMPLETE WITHOUT ALL SHEETS ATTACHED	

**REECE & ASSOCIATES**  
PROFESSIONAL SURVEYOR AND MAPPER, LB 7846  
31193 AVENUE A, BIG PINE KEY, FL 33043  
OFFICE (305) 872 - 1348  
EMAIL INFO@REECESURVEYING.COM



## **OWNER'S DEDICATION AND GRANT OF EASEMENTS**

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, KEY VACA LLC, a Florida limited liability company (KEY VACA) and JOHN J. STRITTAR III AND PHYLLIS C STRITTAR, husband and wife (STRITTAR), being the fee simple owners of the lands platted hereon as HIPPOCAMPUS ESTATES, located in a portion of land as described in that certain Owners Certificate recorded in the Official Records Book \_\_\_\_\_, Page \_\_\_\_\_, of the Public Records of Monroe County, do hereby state that said lands have been surveyed and platted as shown hereon.

Pursuant to Chapter 177, Florida Statutes, the undersigned hereby dedicate, grant, and convey the easements depicted on this plat to KEY VACA (the "DEVELOPER"), its successors and assigns. Upon approval and recording of this plat, KEY VACA shall acquire and retain fee simple ownership of all land constituting the plat, including the areas subject to the easements described herein (the "HIPPOCAMPUS ESTATES EASEMENTS") less and except all lands constituting Lot 7 of the plat, which STRITTAR shall retain fee simple ownership, including the areas subject to the easements described therein. The Hippocampus Estates Homeowners Association, Inc., a Florida not for profit corporation (the "ASSOCIATION") shall not acquire ownership of any Easement areas, as such ownership is retained by KEY VACA LLC to comply with density and development regulations pursuant to the City of Marathon Land Development Regulations and the Conditional Use Development Order #2024-04.

The areas designated on this plat as the HIPPOCAMPUS ESTATES EASEMENTS, pursuant to City of Marathon, Florida Resolution 2024-96 including the Conditional Use Development Order #2024-04, which is incorporated into this Dedication by reference shall serve multiple purposes including but not limited to providing the designation of an area known as "Seashore Lane", which is intended to serve as a way to assign potential addresses for the lots created herein. The HIPPOCAMPUS ESTATES EASEMENTS shall primarily provide all of the required criteria as mandated by the resolution and shall serve as a "Drainage Easement," "Utility Easement", "Emergency Vehicle Turnaround Easement Area," "Construction Entrance Easement Area," and a "Parking Easement" where appropriate (collectively, the "HIPPOCAMPUS ESTATES EASEMENTS" are hereby dedicated, granted and conveyed for the perpetual, non-exclusive use and benefit of:

The owners of Lots 1 through 9 as shown on this plat; and the owner of the adjacent out Parcel "C" together with their respective heirs, successors, assigns, invitees, and licensees.

The HIPPOCAMPUS ESTATES EASEMENTS shall be used exclusively used for:

Ingress and egress, including vehicular and pedestrian access to and from all platted lots, and the out Parcel "C". Installation, operation, maintenance, repair, and replacement of utilities, including water, sewer, electricity, telecommunications, cable television, drainage, stormwater management, landscaping and emergency vehicle access and turnaround. Additional uses include temporary construction access during development of the platted lots and to the out Parcel "C" and parking as described in the SPECIFIC PARKING EASEMENT which shall be recorded subsequent to the recording of this plat in the Official Records of Monroe County, Florida.

Pursuant to Florida Statute 177.081, the Association shall have the exclusive right and obligation to maintain, repair, and improve the **HIPPOCAMPUS ESTATES EASEMENTS AND THE SPECIFIC PARKING EASEMENT** as described in Plat Book, \_\_\_\_\_, Page \_\_\_\_\_, of the Official Records of Monroe County, Florida and **THE EXCLUSIVE EASEMENT AGREEMENT** as described in the OR Book \_\_\_\_\_, Page, \_\_\_\_\_, of the of the Official Records of Monroe Florida at the expense of the owners of Lots 1 through 9 and the out Parcel "C" owner, as specifically described in the Association's governing documents. No fences, structures, improvements, or obstructions shall be placed within the HIPPOCAMPUS ESTATES EASEMENTS that interfere with their intended purposes, except as approved by KEY VACA (and their successors and assigns), the Association, and if required and/or mandated by statute or regulation any applicable governmental authorities, including the City of Marathon upon providing proof of statutory authority and mandatory regulations that shall be provided in writing to KEY VACA (and their successors), and the Association. Any governmental authority shall provide sixty (60) days written notice to KEY VACA LLC, a Florida limited liability company (and their successors), and the Association of their intent to access the easement for the purposes provided for in this paragraph.

This OWNER'S DEDICATION AND GRANT OF EASEMENTS is perpetual, shall run with the land, and bind all owners, heirs, successors, and assigns. The Easements are private and not dedicated to the public or any governmental entity.

**SIGNATURE PAGES TO FOLLOW**

IN WITNESS WHEREOF, the undersigned have executed this dedication this \_\_\_\_ day of November, 2025.

Signed, sealed and delivered in our presence:

KEY VACA LLC, a Florida limited liability company

\_\_\_\_\_

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

Denise H. Holland, Manager

Witness Name: \_\_\_\_\_

Address \_\_\_\_\_

SEAVIEW COMMONS LLC, A Florida limited liability company

\_\_\_\_\_

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

Denise H. Holland, Manager

Witness Name: \_\_\_\_\_

Address \_\_\_\_\_

STATE OF FLORIDA

COUNTY OF MONROE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, on this \_\_\_\_ day of November, 2025, by **Denise H. Holland**, manager of KEY VACA LLC, a Florida limited liability company, and SEAVIEW COMMONS LLC, A Florida limited liability company, who is ☒ personally known to me ☐ or having produced a Driver's license(s) as identification.

[Notary Seal]

\_\_\_\_\_  
Notary Public

Printed Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

IN WITNESS WHEREOF, the undersigned have executed this dedication this \_\_\_\_ day of November, 2025.

Signed, sealed, and delivered in our presence:

\_\_\_\_\_

By: \_\_\_\_\_  
John Strittar

Witness Name: \_\_\_\_\_  
Address \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_  
Phyllis Strittar

Witness Name: \_\_\_\_\_  
Address \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, on this \_\_\_\_ day of November, 2025, by JOHN STRITTAR AND PHYLLIS STRITTAR, husband and wife, who are ☒ personally known to me ☐ or having produced a Driver's license(s) as identification.

[Notary Seal]

\_\_\_\_\_  
Notary Public

Printed Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

## **SURVEYOR'S CERTIFICATE**

I hereby certify that this plat was prepared under my direction and supervision, correctly represents the lands surveyed and platted, complies with Chapter 177, Florida Statutes, and that the Easements are accurately depicted hereon.

\_\_\_\_\_  
Professional Surveyor and Mapper

Florida License No. \_\_\_\_\_

Date: \_\_\_\_\_

**ASSOCIATION'S ACCEPTANCE ASSOCIATION'S ACCEPTANCE OF  
MAINTENANCE OBLIGATIONS**

HIPPOCAMPUS ESTATES HOMEOWNERS' ASSOCIATION, INC., a Florida not for profit corporation, hereby accepts the maintenance, repair, and improvement obligations for the Easements as provided herein and in its governing documents, without acquiring ownership of any Easement areas, which remain vested in KEY VACA LLC.

IN WITNESS WHEREOF, the undersigned have executed this dedication this \_\_\_\_ day of \_\_\_\_\_, 2025.

Signed, sealed and delivered in our presence:

\_\_\_\_\_

Witness Name: \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Witness Name: \_\_\_\_\_

Address \_\_\_\_\_

HIPPOCAMPUS ESTATES HOMEOWNERS'  
ASSOCIATION, INC., a Florida not for profit  
corporation

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

Denise H. Holland, President

STATE OF FLORIDA

COUNTY OF MONROE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, on this \_\_\_\_ day of November, 2025, by **Denise H. Holland**, President of HIPPOCAMPUS ESTATES HOMEOWNERS' ASSOCIATION, INC., a Florida not for profit corporation, who is ☒ personally known to me ☐ or having produced a Driver's license(s) as identification.

[Notary Seal]

\_\_\_\_\_  
Notary Public

Printed Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_



## CITY APPROVAL

Approved by the City of Marathon, Florida, pursuant to Resolution 2024-96.

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

Name: \_\_\_\_\_

Title: Director of Planning

Date: \_\_\_\_\_

This instrument prepared by  
and return to:  
Anthony J. Barrows, Esquire  
WRIGHT BARROWS PLLC  
9711 Overseas Highway  
Marathon, FL 33050

## **SPECIFIC PARKING EASEMENT**

**THIS SPECIFIC PARKING EASEMENT** is made and entered into this \_\_\_\_ day of November, 2025, by and between KEY VACA LLC, a Florida limited liability company (the "Grantor"), whose mailing address is 11100 Overseas Highway Marathon, FL 33050, and SEAVIEW COMMONS LLC, a Florida limited liability company (the "Grantee"), whose mailing address is 11100 Overseas Highway Marathon, FL 33050.

### **RECITALS**

**WHEREAS**, Grantor is the fee simple owner of certain easements dedicated pursuant to the plat of HIPPOCAMPUS ESTATES (the "Plat"), recorded in Plat Book \_\_\_\_, Page \_\_\_\_, of the Public Records of Monroe County, Florida

**WHEREAS**, Grantee is the fee simple owner of the adjacent out Parcel C described in Official Records Book 3310, Page 676, of the Public Records of Monroe County, Florida (the "Dominant Property" or "Out Parcel").

**WHEREAS**, pursuant to City of Marathon Resolution 2024-96 and Conditional Use Development Order #2024-04, certain easements, including a "Parking Easement," were dedicated on the Plat for the benefit of the owner of out Parcel "C".

**WHEREAS**, the Exclusive Easement Agreement depicted on the Plat includes areas designated for parking, and the parties desire to grant Grantee an exclusive easement over two (2) specific parking spots within such Parking Easement for the exclusive use and benefit of the out Parcel "C", its owners, successors, assigns, tenants, invitees, and licensees.

**WHEREAS**, this Specific Parking Easement is intended to implement the exclusive parking rights for the out Parcel "C" as described in the Plat dedication and the Association's governing documents, to be recorded subsequent to the Plat in the Official Records of Monroe County, Florida.

**WHEREAS**, the parties agree that this Specific Parking Easement shall be perpetual, run with the land, and bind and benefit the Servient Property and Dominant Property; and

**WHEREAS**, the City of Marathon, Florida, is intended to be a third-party beneficiary of this Specific Parking Easement to ensure compliance with Resolution 2024-96 and Development Order #2024-04.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

## **INCORPORATION OF RECITALS**

The foregoing recitals are true and correct and are incorporated herein by reference as if fully set forth.

## **GRANT OF EXCLUSIVE EASEMENT**

Grantor hereby grants, conveys, and dedicates to Grantee, its successors and assigns, a perpetual, exclusive easement (the "Specific Parking Easement") over, upon, and across the Exclusive Parking Spots for the sole and exclusive purpose of parking vehicles by the owners, tenants, employees, agents, invitees, and licensees of the Dominant Property. This Specific Parking Easement is appurtenant to and for the benefit of the Dominant Property and shall run with the title thereto. The Specific Parking Easement is exclusive to Grantee and shall not be used by Grantor, the owners of Lots 1 through 9, or any other parties without Grantee's prior written consent. This grant shall become effective upon the recording of the Plat in the Public Records of Monroe County, Florida.

## **USE AND LIMITATIONS**

- A. The Specific Parking Easement shall be used solely for parking of passenger vehicles and shall not be used for storage, commercial activities, or any other purpose that interferes with its intended use.
- B. No structures, fences, barriers, or obstructions shall be placed within the Specific Parking Easement by Grantor or any third party without Grantee's consent.
- C. Grantee shall comply with all applicable laws, regulations, and the Association's governing documents in its use of the Specific Parking Easement.

## **MAINTENANCE AND REPAIR**

The Hippocampus Estates Homeowners Association, Inc., shall be responsible for the maintenance, repair, and upkeep of the Specific Parking Easement. Any damage caused by Grantee's use shall be repaired by Grantee promptly.

## **INSURANCE AND INDEMNIFICATION**

Grantee shall maintain adequate liability insurance covering the Specific Parking and shall indemnify, defend, and hold harmless Grantor from any claims, damages, or liabilities arising from Grantee's use of the easement, except to the extent caused by Grantor's gross negligence or willful misconduct.

## **RUNNING WITH THE LAND**

This Specific Parking Easement shall run with the land and be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, and assigns. It shall be recorded in the Public Records of Monroe County, Florida.

## **GOVERNING LAW**

This Specific Parking Easement shall be governed by the laws of the State of Florida. Venue for any disputes shall be in Monroe County, Florida.

## **ATTORNEYS' FEES**

In any action to enforce this Specific Parking Easement the prevailing party shall be entitled to recover reasonable attorneys' fees and costs.

**ENTIRE AGREEMENT**

This Specific Parking Easement constitutes the entire understanding between the parties and supersedes all prior agreements. It may be amended only in writing signed by both parties and recorded.

**IN WITNESS WHEREOF**, the parties have executed this Specific Parking Easement as of the date first above written.

**SIGNATURE PAGES TO FOLLOW**

IN WITNESS WHEREOF, the undersigned have executed this dedication this \_\_\_\_ day of November, 2025.

Signed, sealed and delivered in our presence:

KEY VACA LLC, a Florida limited liability company

By: \_\_\_\_\_  
Denise H. Holland, Manager

\_\_\_\_\_  
Witness Name: \_\_\_\_\_  
Address \_\_\_\_\_

\_\_\_\_\_  
Witness Name: \_\_\_\_\_  
Address \_\_\_\_\_

STATE OF FLORIDA

COUNTY OF MONROE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, on this \_\_\_\_ day of November, 2025, by **Denise H. Holland**, manager of KEY VACA LLC, a Florida limited liability company who is ☒ personally known to me ☐ or having produced a Driver's license(s) as identification.

[Notary Seal]

\_\_\_\_\_  
Notary Public

Printed Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

IN WITNESS WHEREOF, the undersigned have executed this dedication this \_\_\_\_ day of November, 2025.

Signed, sealed and delivered in our presence:

SEAVIEW COMMONS LLC, a Florida limited liability company

\_\_\_\_\_  
Witness Name: \_\_\_\_\_  
Address \_\_\_\_\_

By: \_\_\_\_\_  
Denise H. Holland, Manager

\_\_\_\_\_  
Witness Name: \_\_\_\_\_  
Address \_\_\_\_\_

STATE OF FLORIDA

COUNTY OF MONROE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, on this \_\_\_\_ day of November, 2025, by **Denise H. Holland**, manager of SEAVIEW COMMONS LLC, a Florida limited liability company, who is ☒ personally known to me ☐ or having produced a Driver's license(s) as identification. \_\_\_\_\_

[Notary Seal]

Notary Public

Printed Name \_\_\_\_\_

My Commission Expires \_\_\_\_\_

**ASSOCIATION'S ACCEPTANCE OF MAINTENANCE OBLIGATIONS**

HIPPOCAMPUS ESTATES HOMEOWNERS' ASSOCIATION, INC., a Florida not for profit corporation, hereby accepts the maintenance, repair, and improvement obligations for the Easements as provided herein and in its governing documents, without acquiring ownership of any Easement areas, which remain vested in KEY VACA LLC.

IN WITNESS WHEREOF, the undersigned have executed this dedication this \_\_\_\_ day of November, 2025.

Signed, sealed and delivered in our presence:

HIPPOCAMPUS ESTATES HOMEOWNERS'  
ASSOCIATION, INC., a Florida not for profit corporation

\_\_\_\_\_

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

Witness Name: \_\_\_\_\_

Denise H. Holland, President

Address \_\_\_\_\_

\_\_\_\_\_

Witness Name: \_\_\_\_\_

Address \_\_\_\_\_

STATE OF FLORIDA

COUNTY OF MONROE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, on this \_\_ day of November, 2025, by **Denise H. Holland**, President of HIPPOCAMPUS ESTATES HOMEOWNERS' ASSOCIATION, INC., a Florida not for profit corporation, who is ☒ personally known to me [ ] or having produced a Driver's license(s) as identification.

[Notary Seal]

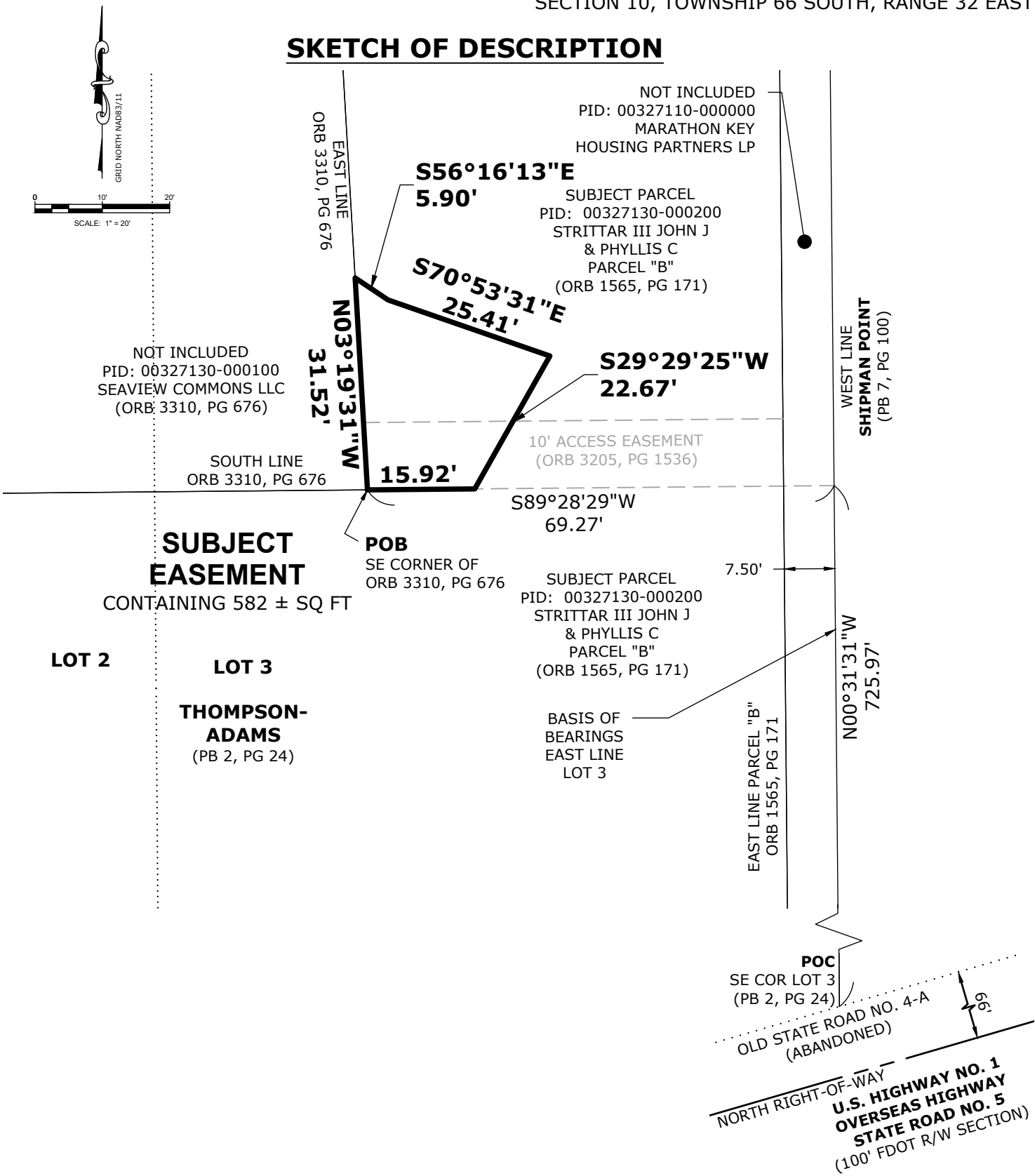
\_\_\_\_\_  
Notary Public

Printed Name: \_\_\_\_\_

My Commission Expires:

\_\_\_\_\_

SKETCH OF DESCRIPTION



REVISIONS:			
SCALE: 1" = 20'	PROJECT NO: 23100601	SHEET NO: 2 OF 2	DESCRIPTION AND SKETCH JOHN & PHYLLIS STRITTAR HIPPOCAMPUS EASEMENT KEY VACA, MARATHON, FLORIDA
DATE: 11/05/2025	OFFICE: CAD: KMB CHECKED: GF	NOT WHOLE OR COMPLETE WITHOUT ALL SHEETS ATTACHED	

THIS IS NOT A BOUNDARY SURVEY

REECE & ASSOCIATES  
PROFESSIONAL SURVEYOR AND MAPPER, LB 7846  
31193 AVENUE A, BIG PINE KEY, FL 33043  
OFFICE (305) 872 - 1348  
EMAIL INFO@REECESURVEYING.COM