

Prepared by and Return to:
Nick Batty, Esq.
Director of Legal and Regulatory Services
Keys Energy Services
1001 James Street
Key West, FL 33040

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF KEY
WEST AND UTILITY BOARD OF
THE CITY OF KEY WEST FOR
USE OF CITY PROPERTY FOR
ELECTRICAL SERVICES**

THIS INTERLOCAL AGREEMENT (the "Agreement") is entered into this _____ day of _____, 2025 by and between THE CITY OF KEY WEST, FLORIDA a municipal corporation organized and existing pursuant to the laws of the State of Florida, having a mailing address of 1300 White Street, Key West, Florida 33040 (herein referred to as "CITY"), and THE UTILITY BOARD OF THE CITY OF KEY WEST, FLORIDA, d/b/a Keys Energy Services, a municipal utility, having a mailing address of 1001 James Street, Key West, FL 33040 ("KEYS").

WHEREAS, City is the owner of certain real property (the "Property") located at approximately 2901 S. Roosevelt Boulevard, on the island of Key West in Monroe County, Florida (Monroe County RE No. 00066020-000000); and

WHEREAS, KEYS owns, operates, and/or intends to own and/or operate certain electrical and communications facilities and appurtenances which are currently located or are to be located from time to time upon, over and/or under the Property (the "Infrastructure"); and

WHEREAS, the parties desire to enter into this Agreement in order to provide KEYS a non-exclusive right of use over, in, under, and across the portion of the Property depicted and legally described on Exhibit "A" attached hereto and incorporated herein (the "Use Area"), together with a reasonable right of ingress and egress sufficient for the purposes set forth herein; and

WHEREAS, this Agreement does not involve the payment of funds by either party, nor does it convey an easement as contemplated by City Code Sec. 2-938.

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and KEYS hereby agree as follows:

1. This Agreement shall become effective upon the date of execution.
2. The foregoing recitals are true and correct and are incorporated herein by reference.
3. City hereby grants to KEYS a non-exclusive right of use under, over, across and upon the Use Area for public utility and communications purposes.
4. KEYS shall have the right to construct, reconstruct, lay, install, operate, maintain, relocate, repair, replace, improve, remove, and inspect the Infrastructure and all appurtenances thereto within the Use Area and shall have full right of ingress and egress thereto and therefrom.
5. City shall furnish and maintain the Use Area free of and clear from any obstruction which would interfere with KEYS' rights hereunder, and shall not construct, place, or allow the placing or construction of any obstruction within the Use Area which would interfere with KEYS' safe or proper installation, operation, maintenance, inspection, or removal of the Infrastructure. KEYS may remove any obstruction to the safe or proper installation, operation, maintenance, inspection, or removal of such Infrastructure in the Use Area, provided that KEYS shall, except in the event of discovery of conditions which are reasonably likely to cause a dangerous condition or affect the continuous electrical service provided by KEYS, provide reasonable notice to City prior to such removal. City shall promptly reimburse any reasonable expenses incurred by KEYS in effecting such removal, and KEYS shall have no liability for and shall have no obligation to reconstruct any obstruction removed.
6. KEYS shall have the right as necessary or desirable for the safe and proper installation, operation, maintenance, inspection, or removal of the Infrastructure, or in order to provide reasonable access to the Infrastructure, to cut and trim trees, bushes, brush, and other natural obstructions existing upon the Use Area from time to time.
7. City shall have the right to make any other use of the Use Area which does not interfere with the rights of KEYS hereunder, including the assignment, conveyance, and/or transfer of less-than-fee interests in all or part of the Use Area. Any assignment, conveyance, and/or transfer of a less-than-fee interest in the Use Area shall be subject to and subordinate to this Agreement, and shall not release City from any of the obligations hereunder.

8. City shall bear the cost of any relocation, modification or repair to any Infrastructure in the Use Area, when the relocation, modification, or repair is necessitated by the actions of City or any less-than fee transferee.
9. The City transfer of a fee interest in all or any portion of the Use Area shall be subject to the precedent condition that City shall require the transferee to execute a valid perpetual easement, as a covenant running with the land, in favor of KEYS on terms reasonably acceptable to KEYS. City agrees that any such transfer shall be of no force or effect unless and until delivery of such easement to KEYS.
10. Within fifteen (15) days of execution of this Agreement, KEYS shall record this Agreement in the Official Records of Monroe County at KEYS' expense, and shall promptly provide proof of such recording to City.
11. The Parties warrant that they have full power and authority to enter into this Agreement, and that the signatories hereon have full power to bind their respective entities for the purposes set forth herein.
12. This Agreement shall be governed by and interpreted pursuant to the laws of the State of Florida, notwithstanding any choice of law principles. Any litigation brought on the basis of this Agreement shall be brought and held in the appropriate court of the Sixteenth Judicial Circuit in Key West, Monroe County, Florida.
13. In the event of litigation between the parties arising out of or relating to this Agreement, the prevailing party shall be entitled to recover all costs incurred and reasonable attorney's fees, including attorney's fees incurred in any appeals.
14. Nothing herein shall constitute a waiver of City's or KEYS' sovereign immunity pursuant to applicable law.
15. This Agreement sets forth all of the covenants and understandings between City and KEYS. No subsequent alteration, amendment, change or addition to this Agreement shall be binding upon either party unless reduced to writing and duly executed by both parties.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this ____ day of _____, 2025.

WITNESS

CITY OF KEY WEST, FLORIDA

A Florida Municipal Corporation

Print Name: _____

Address: _____

By: _____

Print Name: _____

Title: _____

Print Name: _____

Address: _____

STATE OF FLORIDA

COUNTY OF MONROE

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by _____, as _____ of CITY OF KEY WEST, FLORIDA, a Florida municipal corporation, who is personally known to me/has produced _____ as identification.

[Notary Seal]

Notary Public

Approved as to form:

By: _____

City Attorney's Office

WITNESS

UTILITY BOARD OF THE CITY OF KEY WEST, FLORIDA

A Florida Municipal Utility

Michelle Adam

Print Name: Michelle Adam

Address: 1001 James St., Key West, FL

By: Lynne Tejeda

Print Name: Lynne Tejeda

Title: General Manager & CEO

Malik Perloff

Print Name: Malik Perloff

Address: 1001 James St., Key West, FL

STATE OF FLORIDA

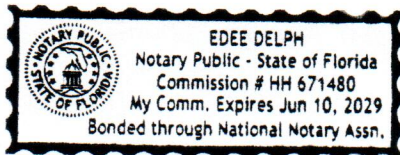
COUNTY OF MONROE

The foregoing instrument was acknowledged before me this 26 day of September, 2025, by Lynne Tejeda, as GM & CEO of UTILITY BOARD OF THE CITY OF KEY WEST, FLORIDA, a Florida municipal utility, who is personally known to me/has produced _____ as identification.

Edee Delph

[Notary Seal]

Notary Public



Approved as to form:

By: [Signature]

Director of Legal & Regulatory Services

EXHIBIT "A"

UTILITY USE AREA

A UTILITY USE AREA LOCATED ACROSS A PORTION OF TRACT 47, PLAT OF SURVEY OF LANDS ON ISLAND OF KEY WEST, MONROE COUNTY, FLORIDA, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 3, AT PAGE 35, OF THE PUBLIC RECORDS OF MONROE COUNTY, FLORIDA, LYING AND BEING IN SECTION 4, TOWNSHIP 68 SOUTH, RANGE 25 EAST, MONROE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID TRACT 47; THENCE N01°33'05"W ALONG THE WEST BOUNDARY LINE OF SAID TRACT 47 FOR A DISTANCE OF 39.79 FEET TO A POINT; THENCE N84°26'47"E FOR A DISTANCE OF 99.40 FEET TO A POINT; THENCE N83°14'08"E FOR A DISTANCE OF 250.57 FEET TO A POINT; THENCE S89°29'35"E FOR A DISTANCE OF 250.57 FEET TO A POINT; THENCE S87°23'35"E FOR A DISTANCE OF 203.19 FEET TO A POINT ON THE WEST BOUNDARY LINE OF THE PARCEL OF LAND BEING DESCRIBED IN BOOK 1978 AT PAGE 2320, OF THE OFFICIAL RECORDS OF MONROE COUNTY, FLORIDA, SAID POINT BEING THE POINT OF BEGINNING; THENCE S87°23'35"E FOR A DISTANCE OF 46.92 FEET TO A POINT; THENCE N89°32'33"E FOR A DISTANCE OF 250.00 FEET TO A POINT; THENCE S88°46'45"E FOR A DISTANCE OF 7.24 FEET TO A POINT ON THE EAST BOUNDARY LINE OF THE PARCEL OF LAND BEING DESCRIBED IN BOOK 1978 AT PAGE 2320, OF THE OFFICIAL RECORDS OF MONROE COUNTY, FLORIDA; THENCE S02°28'55"W ALONG SAID EAST BOUNDARY LINE OF THE PARCEL OF LAND BEING DESCRIBED IN BOOK 1978 AT PAGE 2320, OF THE OFFICIAL RECORDS OF MONROE COUNTY, FLORIDA FOR A DISTANCE OF 52.07 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF SOUTH ROOSEVELT BOULEVARD AS EXISTING ON AUGUST 29, 2025; THENCE N87°41'12"W ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF SOUTH ROOSEVELT BOULEVARD AS EXISTING ON AUGUST 29, 2025 FOR A DISTANCE OF 155.55 FEET TO A POINT; THENCE N02°18'48"E CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF SOUTH ROOSEVELT BOULEVARD AS EXISTING ON AUGUST 29, 2025 FOR A DISTANCE OF 18.00 FEET TO A POINT; THENCE N87°41'12"W CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF SOUTH ROOSEVELT BOULEVARD AS EXISTING ON AUGUST 29, 2025 FOR A DISTANCE OF 148.44 FEET TO A POINT ON THE WEST BOUNDARY LINE OF THE PARCEL OF LAND BEING DESCRIBED IN BOOK 1978 AT PAGE 2320, OF THE OFFICIAL RECORDS OF MONROE COUNTY, FLORIDA; THENCE N03°03'05"E ALONG SAID WEST BOUNDARY LINE OF THE PARCEL OF LAND BEING DESCRIBED IN BOOK 1978 AT PAGE 2320, OF THE OFFICIAL RECORDS OF MONROE COUNTY, FLORIDA FOR A DISTANCE OF 22.09 FEET BACK TO THE POINT OF BEGINNING. SAID UTILITY USE AREA CONTAINS 11,044.05 SQUARE FEET OR 0.25 ACRES, MORE OR LESS.