

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

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Ronald Ramsingh, Esq.
City Attorney
City of Key West, Florida
1300 White Street
Key West, FL 33040

Filed and Recorded in Official Records of
MONROE COUNTY KEVIN MADOK, CPA

**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 26th day of March, 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, 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 2725 S. Roosevelt Boulevard, on the island of Key West in Monroe County, Florida (Monroe County RE No. 0066240-000000); 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 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, 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 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 24th day of March, 2025.

WITNESS

CITY OF KEY WEST, FLORIDA

A Florida Municipal Corporation

Martha C. Arenillas By: Brian L. Barroso
Print Name: Martha C. Arenillas Print Name: BRIAN L. BARROSO
Address: 1300 White St. Title: CITY MANAGER

Carolyn Sheldon
Print Name: Carolyn Sheldon
Address: 1300 White St.

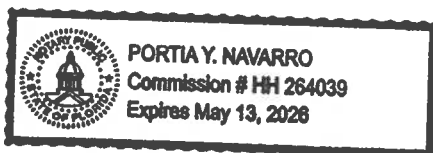
STATE OF FLORIDA

COUNTY OF MONROE

The foregoing instrument was acknowledged before me this 24th day of March, 2025, by Brian Barroso, as CITY MANAGER of CITY OF KEY WEST, FLORIDA, a Florida municipal corporation, who is personally known to me/has produced _____ as identification.

[Notary Seal]

Portia Y. Navarro
Notary Public



Approved as to form

By: [Signature]
City Attorney's Office

WITNESS

**Utility Board of the City of Key West, Florida
A Florida Municipal Utility**

[Signature]
Print Name: JUAN LLERA

Address: 1001 JAMES STREET
KEY WEST, FL 33040

[Signature]
Print Name: EDDE DELPH

Address: 1001 James Street
Key West, FL 33040

STATE OF FLORIDA

COUNTY OF MONROE

By: [Signature]

Print Name: Lynne Tejeda

Title: General Manager + CEO

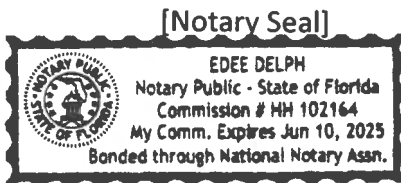
Witness: [Signature]
Print Name: NATHAN CHEW

Address: 1001 JAMES ST. KEY WEST, FL

The foregoing instrument was acknowledged before me this 26 day of March, 2025,
by Lynne Tejeda, as General Manager + 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.

[Signature]

Notary Public



Approved as to form:

By: [Signature]
Director of Legal & Regulatory Services

EXHIBIT "A"

A portion of Tract 46, Part of Lands Formerly owned by Key West Improvement, Inc. according to the plat thereof, as recorded in Plat Book 4, at page 69, 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:

Commence at the SW corner of said Tract 46; Thence N13°57'05"W along the westerly line of said Tract 46 for a distance of 18.00 feet to the point of intersection with the northerly Right of Way line State Road A-1-A / South Roosevelt Boulevard as recorded on ORB 2873, PG. 1062, said point also being the POINT OF BEGINNING of the hereinafter described parcel; Thence continue N13°57'05"W for a distance of 52.00 feet; Thence N76°02'55"E for a distance of 18.83 feet; Thence S13°57'05"E for a distance of 14.00 feet; Thence N76°02'55"E for a distance of 83.73 feet to a point of curvature of a circular curve concave to the South; Thence northeasterly and easterly along the arc of said curve to the Right, having a radius of 1,800.12 feet and a central angle of 05°13'04" for a distance of 163.93 feet to the point of tangency; Thence N81°15'59"E for a distance of 579.04 feet to a point of intersection with the East line of said Tract 46; Thence S01°33'05"E along the previously described East line of said Tract 46 for a distance of 38.30 feet to a point of intersection with the northerly Right of Way line State Road A-1-A / South Roosevelt Boulevard as recorded on ORB 2873, PG. 1062; Thence along the previously described northerly Right of Way line State Road A-1-A / South Roosevelt Boulevard for the following three courses; (1) Thence S81°15'59"W for a distance of 574.25 feet to a point of curvature of a circular curve concave to the South; (2) Thence Southwesterly 05°13'04" for a distance of 160.48 feet; (3) Thence S76°02'55"W for a distance of 102.57 feet to the POINT OF BEGINNING.

Containing 0.740 acres, more or less.

