

Recorded at the request of
When Recorded Return to:
Town Clerk, Town of Wickenburg
155 N. Tegner, Suite A
Wickenburg, AZ 85390

Exempt under A.R.S. § 11-1134(A)(2)

PUBLIC UTILITY EASEMENT

GRANTORS:

Maricopa County Historical Society
dba Desert Caballeros Western Museum
21 North Frontier Street
Wickenburg, Arizona 85390

GRANTEE:

Town of Wickenburg
155 N. Tegner, Suite A
Wickenburg, AZ 85390

For the consideration of One Dollar (\$1.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, GRANTOR does hereby grant and convey to GRANTEE, its successors and assigns, a perpetual easement described herein for utility purposes, including, but not limited to, the right to erect, construct, install, maintain, use, operate, inspect, repair, replace and remove delivery and/or distribution lines, and other utility facilities and telemetering and communications equipment in, on, over, under, across, above and through the following described real property situated within Maricopa County, Arizona:

SEE ATTACHED EXHIBIT A

The GRANTEE shall also have the right and privilege forever to patrol, inspect, alter, improve, add to, repair and remove such utility facilities, including the right to increase or decrease the size of the lines, and all other rights and privileges necessary or convenient for the full use and enjoyment of the easement, servitude and privileges herein granted for the purposes herein described, including the right of ingress and egress to and from said easement and pipeline over adjoining property of the GRANTOR, and the right to remove trees and fences and to use existing roads and as much of the surface of the land, herein above described as may be necessary for the purpose of constructing, inspecting, maintaining, operating, repairing, replacing, and/or removing the facilities, either in whole or in part, at the will of GRANTEE.

To have and to hold said easement, servitude and privileges unto the GRANTEE, its successors, and assigns, forever, subject to the conditions and limitations herein contained.

It is agreed that the GRANTOR shall have full use of said easement except for the purpose for which the same is herein conveyed to the GRANTEE, and except for uses which interfere with the enjoyment by GRANTEE of the rights and servitude herein conveyed to it, and provided always that no building or structure of any nature or kind whatsoever, including without limitation fences, nor any part of same, shall be constructed, installed or placed on or over said easement or any part thereof by GRANTOR or the successors or assigns of GRANTOR, and that the grade over any

buried facilities shall not be changed by GRANTOR or the successors or assigns of GRANTOR without the prior written consent of the GRANTEE. The rights and obligations of GRANTEE shall be construed broadly and consistent with the performance of its obligations to provide utility service to its customers.

GRANTEE shall be and remain responsible for the construction, operation, maintenance and repair of the utility facilities and GRANTOR shall have no responsibility or liability in such construction, operation, maintenance, or repair. GRANTEE shall indemnify and hold GRANTOR harmless from all injuries and damages arising from GRANTEE'S use of the easement area. GRANTEE shall return the property to its prior condition after completing the construction, maintenance or other uses permitted under the foregoing easement.

This Public Utility Easement constitutes a perpetual covenant running with the land for the benefit of the GRANTEE, its successors, and assigns.

CAUTION: The above-described easement may contain underground facilities the location of which must be verified as required by Arizona Revised Statutes, Section 40-360.21 *et seq.* (Arizona Blue Stake Law) *prior to* excavation.

IN WITNESS WHEREOF, this instrument is executed this 23rd day of December, 2024.

GRANTOR:

Maricopa County Historical Society
dba Desert Caballeros Western Museum

By: [Signature]
Name: Daniel Finley
Its: Executive Director

ACKNOWLEDGEMENT

STATE OF ARIZONA)
) ss.
County of Maricopa)

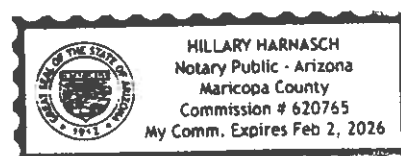
On this 23rd day of December, 2024, before me, the undersigned Notary Public, personally appeared Daniel Finley the _____, whose identity/ies was/were proven to me on the basis of satisfactory evidence to be the person who they claim to be, and acknowledged that they signed the Public Utility Easement.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

[Signature: Hillary Harnasch]
Notary Public

My Commission Expires: 02/02/2026

Utility Easement
Form No. 4.06
Revised July 1, 2023



ACCEPTED BY THE TOWN OF WICKENBURG

Town Manager

Date: _____