When recorded mail to:

Town of Paradise Valley Town Attorney 6401 E. Lincoln Paradise Valley, AZ 85253

VIEW FENCE/COMBINATION VIEW FENCE HEDGE MAINTENANCE AGREEMENT

This View Fence/Combination View Fence Hedge Maintenance Agreement ("Agreement") is made and entered into as of this _____ day of _____, 20___, by and between

[Insert Grantor/Owner name as appears in the title to the Property] ("Grantor), and the TOWN OF PARADISE VALLEY, an Arizona municipal corporation ("Grantee" or "Town") each a "Party" and collectively "Parties."

1. Grantor is the fee simple owner of subject property located in the Town of Paradise Valley, County of Maricopa, State of Arizona, and located at the following address:

(the "Property") and the

Assessor's Parcel Number - _____- - _____.

2. Grantee has accepted the View Fence/Combination View Fence Hedge Maintenance Agreement (as evidenced by the execution of this Agreement by the Mayor of the Town).

3. Grantor, for Grantor, its successors, and assigns (hereinafter "Owners") covenants with the Grantee and its successors and assigns, that Grantor and Owners, at all times after the effective date of this instrument, at its own cost and expense, will maintain any hedge in the front yard in compliance with all applicable Town ordinances, codes, rules and regulations (collectively "Town Regulations"). Grantor, and all future Owners, lessees, and residents of all or any part of the Property are bound by the provisions of this Agreement. This Agreement cannot be terminated, released, amended or modified without the express prior written consent of Grantee, or unless automatically terminated according to the provisions of Section 7 of this Agreement.

4. If for any reason the Grantor (or Owners) does not fulfill its duty to maintain the front yard hedge and the Town notifies Grantor via certified mail that the hedge is in violation of Town Regulations, the Grantee shall have the right of self-help, in addition to powers and enforcement authorized by the Town of Paradise Valley Town Code and Arizona state law, and in connection with such rights shall have the right to enter the Property as needed to bring the hedge into compliance with Town Regulations and to be compensated by Grantors (or Owners) for the full and actual amount of **the** maintenance **and any other work performed by Grantee as required by this Agreement and applicable Town Regulations.**

5. The Grantors (or Owners) shall be liable to the Town for reasonable maintenance and other costs incurred by the Town pursuant to Paragraph 4, together with interest at the legal rate and reasonable attorneys' fees. If those amounts are not paid within thirty (30) days after written demand to Grantors (or Owners) for maintenance and other costs incurred by the Town pursuant to Paragraph 4, the Town may record a Notice of Claim of Lien against the Property to secure the payment of such amounts, a copy of which will be forwarded to Grantor, or as appropriate, the Owners.

6. The failure by Grantors (or Owners) to maintain the front yard hedge in compliance with Town Regulations may be prosecuted by the Town as a violation of the Town Code in accordance with \$2404(d) of the town Zoning Ordinance and punishable as provided in Article XIV of the Zoning Ordinance and Article 1-9 of the Town Code, which may include civil penalties, monetary penalties, or imprisonment, depending on the severity of the offense and the discretion of the Town prosecutor. The Town also shall have the right, at its option, to enforce collection of any amounts owed to the Town under Paragraph 4 in any manner allowed by law, including, without limitation, bringing an action against Grantor (or Owners) to pay such amounts or bringing an action to foreclose its lien against the Property in the manner provided by law for the foreclosure of a realty mortgage. The Town shall have the power to bid at any foreclosure sale and to purchase the Property so sold.

7. This Agreement shall be in addition to any other agreements, or Town law, ordinances and regulations relating to maintaining hedges and the subject matter herein.

8. This Agreement is binding upon and inures to the benefit of the Parties hereto and their respective successors, assigns, affiliates, agents and tenants. This Agreement and other rights and obligations created, granted and conveyed shall run with the land as a burden upon the Property.

9. Grantor warrants that (i) it is the fee simple owner of the Property, (ii) it has full right, power and authority to execute this Agreement, and (iii) the execution hereof by Grantor does not conflict with or constitute a default under any agreement to which Grantor is a party or by which Grantor of the View Fence/Combination Fence Hedge Maintenance Agreement is bound.

10. This Agreement shall terminate only upon mutual written agreement between the Town and Property Owner or automatically in the event the view fence/combination view fence that triggered the requirement to execute this Agreement is removed or not constructed.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Agreement as of the date first above written:

GRANTOR: [insert Grantor/Owner name below as appears in the title to the Property]

By:			
Its:			
STATE OF ARIZONA)		
COUNTY OF MARICOPA) ss)		
The foregoing instrument was ack	nowledged before me this	_ day of	, 20,
by, the		on behalf thereof.	
	Notary Pu	blic	

My Commission Expires: _____

GRANTEE:

TOWN OF PARADISE VALLEY

ATTEST:

By: _

Michael Collins, Mayor

Duncan Miller, Town Clerk

APPROVED AS TO FORM:

Andrew Miller, Town Attorney