

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

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This View Fence/Combination View Fence Hedge Maintenance Agreement (“Agreement”) is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between

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*[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.**



TOWN OF PARADISE VALLEY

ATTEST:

By: \_\_\_\_\_  
Michael Collins, Mayor

\_\_\_\_\_  
Duncan Miller, Town Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Andrew Miller, Town Attorney

DRAFT