

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

[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”).

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. Grantor 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 ordinances, codes, rules and 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.
4. This Agreement shall be in addition to any other agreements, law, ordinances or regulations relating to maintaining hedges and the subject matter herein.
5. 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.
6. 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 Drainage Easement is bound.
7. This Agreement shall terminate only upon mutual written agreement between the parties or if the view fence/combination view fence is removed.

