

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 this maintenance. If the Grantor (or Owners) does not pay the Town the amount of its actual maintenance after written demand by certified mail, the Town may file a lien on the Property in the amount of the Town’s actual maintenance expense after 30 days’ notice to Grantor (or Owners).

5. The Town 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.

Andrew Miller, Town Attorney