

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”).

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 Town and Property Owner or if the view fence/combination view fence 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)
) ss
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____,
by _____, the _____ on behalf thereof.

Notary Public

My Commission Expires: _____

GRANTEE:

TOWN OF PARADISE VALLEY

By: _____

Michael Collins, Mayor

ATTEST:

Duncan Miller, Town Clerk

APPROVED AS TO FORM:

Andrew Miller, Town Attorney