

TOWN

of

PARADISE VALLEY



View Fence/Combination View Fence Hedge
Maintenance Agreement
Community Development Department
6401 E Lincoln Drive
Paradise Valley, AZ 85253
(480) 348-3692

VIEW FENCE/COMBINATION VIEW FENCE HEDGE MAINTENANCE AGREEMENT

INSTRUCTIONS

This View Fence/Combination View Fence Hedge Maintenance Agreement is provided in Word format so that it can be completed by computer. These agreements are transmitted to the Maricopa County Recorder's Office for recording. The agreements will be rejected if any portion is illegible or unreproducible.

- Please complete all blank sections This owner's name (Grantor), and property address, Additionally, delete the underscore ("_____") text.
- Do not use abbreviations in the property address, that is, "PV" instead of Paradise Valley
- Include Exhibit A, legal description of the property.
- **The owner information must match exactly as it appears on the deed to the property** – no nicknames or abbreviated names. If there is more than one name on the deed, all owners must sign. If the property is owned by Trust or an LLC, the person authorized to sign for the Trust or the LLC must sign the form. You may be required to produce the Trust or LLC documents to verify that the person signing as the "Grantor" is legally authorized to sign.

When recorded mail to:

Town of Paradise Valley
Town Attorney
6401 E. Lincoln Drive
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 _____

_____("Grantor"), and the
TOWN OF PARADISE VALLEY, an Arizona municipal corporation (Grantee" or "Town").

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

_____(the "property").

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 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 related to maintaining hedges and the subject matter herein.

5. This Agreement is binding upon the 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 Hedge Maintained Agreement 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(S) *[Insert Owner name as it appears on the title to the Property]*

Owner Signature

Co-Owner Signature (if applicable)

Printed Name (and title if applicable)

Printed Name (& title if applicable)

LLC or Trust Name (if applicable)

STATE OF ARIZONA)

)

COUNTY OF _____)

On this _____ day of _____, 20____, before me personally

appeared _____,

(name of signer or signers) whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be, and acknowledged that he or she signed the above document.

Notary Public

My Commission Expires [Stamp]

GRANTEE:
TOWN OF PARADISE VALLEY

By: _____
Mark Stanton, Mayor

ATTEST:

Duncan Miller, Town Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, Town Attorney

Exhibit A
Legal Description