

WHEN RECORDED MAIL TO:
Wasatch County Fire Protection Special Service District
251 East 1200 South
Heber City, Utah 84032

CORRECTION AGREEMENT

THIS CORRECTION AGREEMENT (“**Agreement**”) is entered into between the Wasatch County Fire Protection Special Service District, a special service district organized pursuant to Utah Code Ann. § 17D-1-101 et seq. (“**District**”), and _____ (“**Owner**”). This Agreement shall become effective on the date upon which it is fully executed by the District and Owner (the “**Effective Date**”).

1. Owner and Property Information.

a. Owner Information.

Name: _____

Phone Number: _____

Email: _____

Mailing Address: _____

b. Property Information.¹

Address: _____

Parcel No.: _____

Lot No.²: _____

Fire District Permit No.: ____ - ____ - ____

2. Purpose of Agreement. Owner’s property, located at the address identified in Section 1(b) above (the “**Property**”), is ready for occupancy, except for the installation of landscaping compliant with the Wildland-Urban Interface Code (“**WUIC**”). If landscaping is installed that violates WUIC, the structure is at an elevated risk of damage and/or loss and increases the fire risk to occupants and the surrounding area. The Property’s lack of WUIC-compliant landscaping renders the Property in violation of the WUIC (the “**Violation**”). However, Owner cannot currently install WUIC-compliant landscaping because the current time of year or weather

¹ If the landscaping is to be installed in the common area of a multi-unit development, the “Property” subject to this Agreement is only the common area; the individual lots do not need to be included in this section.

² For example: “Lot X of the Y subdivision.” If the Property is not part of a platted subdivision, in this blank write “See Exhibit A,” and attach a metes and bounds legal description as Exhibit A, after the signature pages.

conditions make planting such landscape impractical. At the Owner's request, the District is willing to approve occupancy of the Property on a provisional basis, subject to Owner's promise to correct the Violation by installing WUIC-compliant landscaping as soon as weather conditions allow, as more specifically set forth below.

3. Corrective Action Required.

a. By entering into this Agreement, Owner acknowledges and agrees that the Violation exists and the Property's landscaping is not in compliance with the UWIC.

b. Owner shall correct the Violation and ensure the Property is compliant with all landscaping requirements and restrictions of the WUIC no later than September 1st ("**Correction Deadline**").

c. Upon correcting the Violation, Owner may request that the District perform a final inspection of the Property to ensure the Violation has been satisfactorily corrected and the Property is compliant with the WUIC ("**Final Inspection**").

4. Violation Penalties. Beginning on the Effective Date of this Agreement, Owner will incur a penalty of \$ 50 per day for each calendar day that Owner has failed to satisfactorily correct the Violation ("**Violation Penalties**").

5. Satisfactory Correction. If the District, after completing a Final Inspection, determines that Owner has satisfactorily corrected the Violation such that the Property is compliant with the WUIC on or before the Correction Deadline, the District shall (i) waive any and all accrued Violation Penalties and (ii) record a notice stating that the Violation has been corrected.

6. Failure to Correct. If Owner fails to correct the Violation to the satisfaction of the District on or before the Correction Deadline, all accrued Violation Penalties shall become immediately due and owed to the District. In addition, Violation Penalties will increase pursuant to the then-current District fee schedule, and will continue to accrue after the Correction Deadline and until the Violation is corrected to the satisfaction of the District.

7. Remedies. All unpaid Violation Penalties will constitute a valid lien on the Property on a parity with and collected at the same time and in the same manner as general county taxes that are a lien on the Property. Alternatively, the District may (i) bring a civil action against Owner to seek damages and/or enforce compliance through specific performance, (ii) bring a civil enforcement action against the Owner, or (iii) refer the matter for criminal prosecution pursuant to Wasatch County Code 14.01.08.

8. Recordation. Owner understands, acknowledges, and agrees that the District may record this Agreement in the Wasatch County Recorder's office for the purpose of providing notice to any subsequent purchasers or interest holders in the Property. Upon termination of this Agreement, the District shall take action necessary to cause the release of the recorded Agreement.

9. Notice to Prospective Purchasers. Owner shall notify any prospective purchaser of the Property, or portion thereof, that: (i) the Violation exists; (ii) Owner is obligated to correct the Violation; and (iii) the Property is otherwise subject to the terms of this Agreement. Owner shall

defend and indemnify the District for claims arising from the Owner's failure to provide such notice. If the Property consists of a multi-unit development (or a portion of a multi-unit development), the Owner shall provide such notice to each prospective purchaser of individual units within the multi-unit development.

10. Obligations Run with the Land. The terms, covenants, conditions and agreements contained in this Agreement shall run with the Property and shall bind future owners of the Property. Notwithstanding the foregoing, the Owner may not assign or delegate its obligations under this Agreement without the written consent of the District, and the Owner shall remain jointly and severally responsible to correct the Violation; *provided* that if the Property consists of common area in a multi-unit development, the Owner may assign or transfer its obligations under this Agreement to a Homeowners Association established by Owner without the prior written consent of the District. Owner shall provide the District written notice within ten (10) days of any assignment or transfer of their obligations to a Homeowners Association.

11. No Waiver. Any party's failure to enforce any provision of this Agreement shall not constitute a waiver of any right to enforce such provision. The provisions may be waived only in writing by the party intended to benefit from the provision, and waiver by a party of a breach hereunder by the other party shall not be construed as a waiver of any succeeding breach of the same or other provisions.

12. Entire Agreement. This Agreement is the entire agreement between the parties, and supersedes any prior agreements, representations, negotiations or correspondence between the parties except as expressed herein. Except as otherwise provided herein, no subsequent change or addition to the Agreement shall be binding unless in writing and signed by the parties hereto.

13. Counterparts. The parties may execute this Amendment in any number of counterparts, each of which when executed and delivered will constitute a duplicate original, but all counterparts together, and together with the Agreement, will constitute a single agreement.

[Signatures on following pages]

Owner Information

Name: _____

Address: _____

Parcel No.: _____

Fire District Permit No.: ____ - ____ - ____ - ____

IN WITNESS WHEREOF,

OWNER:

Signed: _____

Printed Name: _____

Date: _____

STATE OF UTAH)
) ss.
COUNTY OF _____)

On the ____ day of _____ 20__, _____ personally appeared before me, proved on the basis of satisfactory evidence to be the person(s) whose name(s) (is/are) subscribed to this instrument, and acknowledged (he/she/they) executed the foregoing Correction Agreement.

Notary Public

Owner Information

Name: _____

Address: _____

Parcel No.: _____

Fire District Permit No.: ____ - ____ - ____ - ____

AGREED TO AND APPROVED:

Wasatch County Fire Protection Special Service District
Printed Name: _____
Date: _____

STATE OF UTAH)
) ss.
COUNTY OF _____)

On the ____ day of _____, 20__, _____ personally appeared before me in his/her capacity as _____ of the Wasatch County Fire Protection Special Service District and acknowledged (he/she/they) executed the foregoing Correction Agreement.

Notary Public