

BINDING LETTER OF AGREEMENT

In the event that repairs (not including emergency repairs) are required to utilities that are owned and operated by FCSC, and located under roadways or other improvements of _____, or successors, FCSC will provide _____, or successors with no less than thirty (30) days prior written notice of such repairs, describing the scope of the repairs, in addition to the estimated length of time necessary for repair completion.

FCSC and _____, or successors will then cooperate to determine the best time to perform the necessary repairs. FCSC shall also be responsible for the saw cutting and the removal of pavement, in addition to making necessary repairs to FCSC utilities or other utilities damaged during excavation. Upon completion of repairs, (including emergency repairs), FCSC will be responsible for back filling with clean sand and wetting material during the placement process.

_____, or successors, will be responsible for the final compaction of the sub-grade to the required density and moisture content, in addition to replacing the basin material pavement and/or exfiltration trenches, and other related improvements removed by FCSC for repair purposes.

This agreement will be recorded against the property and included in the development owners' documents. Copies of these documents will be provided to Regional Utilities for their file.

(print)

Signature/ Date

Witness

Witness

Notary Public

(SEAL)