

The following plan notes are to be added to a separate title sheet. The notes should be in a minimum of 0.12 font size or equivalent CAD.

LOWER POTTS GROVE TOWNSHIP PLAN NOTES

GENERAL PLAN INFORMATION

1. The Township of Lower Pottsgrove's (Township) approval of this plan, as a Final _____ Plan (Final Plan), pursuant to the Lower Pottsgrove Township Subdivision and Land Development Ordinance 140 of 1974, as amended, was made by Township Resolution # _____ (hereinafter, "Resolution"), which was adopted on _____. The Resolution states conditions of Final Plan approval, which conditions bind all Owners, Applicants, and Users of the Property and their heirs, successors and assigns. The conditions may create on-going obligations, limitations and/or requirements affecting the use of the Property. The Resolution is kept by the Township Secretary at the Township Building and may be inspected there by the public. Copies of the Resolution are available at a cost that does not exceed the Township's cost of making the copy.
2. All offers of dedication and conditions of plan approval, as imposed by the Resolution or shown on this Final Plan, shall run with the land forever and shall be enforceable by the Township.
3. The Applicant represents to the Township that the Applicant has all the property rights necessary to make the Application and at the time any permits for the implementation of the Final Plan are issued and/or work commenced, will have all the rights necessary to implement the Plan completely in compliance with all applicable regulations and without violating the property rights of others. If the Applicant does not have or loses any such property rights this approval shall be voidable by the Township. If any other party takes any legal action against the Township for any reason involving and/or alleging the Applicant's or property owner's lack of any such property right, the Applicant and property owner shall hold the Township harmless and indemnify it from any and all liability, loss, claim, cost and/or expense, including but not limited to attorney's fees resulting from such legal action.
4. At the Township's request, the property owner will execute, acknowledge, and deliver to the Township all documents, deeds and instruments necessary or appropriate, in the opinion of the Township Solicitor, to implement this Final Plan as approved and to record all instruments, deeds, covenants, easements and rights-of-way, which are required by the terms of final plan approval and notes on this Final Plan to be conveyed to the Township. This requirement includes deeds of dedication to be offered upon completion, if applicable. The property owner shall pay the Township's costs for the above activities.
5. The Township may withhold building or occupancy permits, refuse to accept dedication of improvements, and/or release improvement security if the Final Plan is not implemented in full compliance with any other governmental unit's regulations which apply to the building, structure, occupancy, work and/or improvement for which Township action is requested. However, the Township does not hereby assume any duty to inspect for or approve any work or condition pursuant to any other governmental entity's regulation. It is the property owner's obligation to achieve compliance with all regulations of other governmental entities by working directly with such entity. To the extent that such approvals of other governmental entities are required, for the improvements, work and/or proposed use, the property owner represents that these approvals have been applied for and all are granted and in effect or will be so prior to the issuance of any Township Building Permit to construct new improvements pursuant to this Plan. By requiring compliance with the regulations of other governmental entities and/or by approving the Development Plan or any plan amendments, neither the Township nor any Township Official represents that or intends to represent that the subject matter of the Township's approval complies with such other entity's regulations or has been approved by or is entitled to be approved by such other entity or that the subject of the approval has been designed correctly or will function safely.
6. If the Township accepts from the Applicant, the Applicant's successor or assign or any other grantor, a deed or other instrument of dedication for any Improvement, the Applicant and its successors and assigns shall hold the Township harmless and defend the Township and all Township Officials, from and against any and all claims, demands, suits, judgments and liabilities whatsoever resulting from the construction, design and/or inspection of the Improvements and/or any condition of or on such property.
7. Each assignee of any parcel on this Plan shall be responsible for all the terms and conditions of this Plan as applicable to such parcel. As used in these Plan notes, "Applicant," "Property Owner" and "Developer" include such party's heirs, successors and assigns.
8. Except for the waivers specifically granted by the Resolution nothing shown hereon shall be construed to

vary, waive or reduce any requirements of the Zoning Ordinance or any other Township Ordinance or regulation.

9. The Township and Township Engineer have reviewed the Final Plan and all information supplied with it only for Township purposes and only for compliance with Township regulations, such as those relating to stormwater management and erosion and sedimentation control. The Township does not warrant, in any way, the improvements or work shown on the Plan. In reviewing the Final Plan and any future plans, plan changes and/or specifications and designs concerning the proposed use, improvements and/or work, the Township Engineer and all Township officials have relied and may rely on the information supplied by the Applicant. The Applicant is responsible for the accuracy and completeness of all information (e.g., property ownership, encumbrances, measurements, calculations, plans, locations, surveys and site data) supplied to the Township at all times. It is the Applicant's and Applicant's Engineer's duty to identify all relevant conditions both on and off the Property. The Applicant must determine and the Applicant's Engineer must certify to the Township that all plans, improvements and work, when implemented in the field, will comply with all applicable regulations, will in all ways reflect good engineering and construction practices and will not result in damage to any persons or property. In making these determinations, neither the Applicant nor the Applicant's Engineer has relied or shall rely upon any approval, permit, determination of or information or recommendations from or specifications established by the Township, the Township Engineer or any other Township Official. No Township Official is responsible for designing, choosing specifications for or proper construction and/or suitability of any improvement or work or for determining title issues concerning the Tract and/or any encumbrance or for field checking anything shown on the Plan as part of the plan review and/or inspection process. The Township has assumed and may assume that the Applicant warrants to the Township, and the Applicant does so warrant, that any plan, application and/or request for Township approval, submitted to the Township, complies with all applicable regulations and shows all relevant information completely and accurately and that the Applicant's Engineer has so certified. The issuance of any permit or approval by any Township official does not relieve the Applicant of the responsibility to determine independently and insure that the improvements and/or work are designed and constructed properly, comply with all applicable regulations and will be fit and safe for their intended purposes. If the improvements and/or work are not so designed and constructed, the Township may require redesign and reconstruction to achieve such compliance.

INFRASTRUCTURE IMPROVEMENTS

10. A highway occupancy permit is required pursuant to Section 420 of the Act of June 1, 1945 (P.L. 1242, No. 428), known as the "State Highway Law," before driveway access to a State highway is permitted. Access to a State highway shall be only as authorized by a highway occupancy permit. Neither the Pennsylvania Department of Transportation ("PennDOT") nor the Township shall be liable for any damage or claim whatsoever for any injury to person or property arising out of the issuance or denial of a highway occupancy permit or for failure to regulate any driveway. Furthermore, the Township shall not be liable for any damage and/or claim whatsoever arising out of the issuance or denial of a highway occupancy permit by PennDOT.
11. All proposed improvements (roads, grading, paving, curbing, storm sewer pipe, inlets, manholes, etc.) shall be constructed in accordance with applicable portions of the PennDOT Publication 408 Standards and Specifications and with all Township standards and specifications.
12. Each lot shown on this plan shall have private implied access easements and rights-of-way over the roads shown hereon only to the extent necessary to provide the most direct reasonable access from the lot to the public road system.
13. The streets, street rights-of-way and street drainage rights, public water supply facilities and the fee title and easements therefore, as applicable, and the public sanitary sewer system and the easements therefore, as shown on this Plan, are offered hereby for dedication to the Township, Township Municipal Authority or Borough of Pottstown Municipal Authority perpetually and irrevocably. The street drainage rights include the right to use, repair and replace any stormwater management facility which drains runoff from a dedicated road (this right does not include any duty to repair or maintain any such facility. Also offered hereby for dedication to the Township, perpetually and irrevocably, are an exclusive easement, right-of-way and rights (all called "Utility Easement Rights") for the purposes ("Utility Purposes") of any utility and all utilities, with free and uninterrupted right of entry upon the Property for access to the Easement Area. "Utility" includes, but is not limited to, any and all water, sanitary sewer, stormwater management, electric, telephone, cable TV and information transmission lines, facilities, systems, structures and/or operations no matter who the operator(s) and owner(s) are. The Utility Purposes include, but are not limited to, the free right to lay out, place, construct, operate, inspect, test, maintain, repair, replace, relocate, reconstruct, enlarge, change and/or use the area subject to the Utility Easement Rights ("Easement Area") and/or any part thereof (e.g., over, under, upon and through

it) for all Utility Purposes, including but not limited to all lines, structures, facilities and systems and all appurtenance(s) thereto. The Easement Area shall include and is limited to all of the area of the Property, which area is within all water supply and sanitary sewer easements and/or all street rights-of-way. All the offered rights include a negative easement which prohibits, in the offered right-of-way and/or easement area, any activity, use, condition, plant, improvement, structure and/or building which, in the sole judgment of the Township, is inconsistent in any way with and/or may in any way interfere with, endanger and/or obstruct the safe or efficient use of and/or any purpose of the offered rights. The negative easement shall also provide that no structure shall be permitted on, over and/or under any part of the right-of-way and/or easement area, without the Township's prior approval, by written Resolution, specifically authorizing such use.

If requested by the Township, the Applicant and its heirs, successors and assigns shall transfer title to any and/or all of the offered rights and improvements to the Township. Such transfer shall be by deed(s) or agreement(s) of dedication which shall be in such form as the Township may require and title to all such rights and improvements shall be good and marketable and free from any encumbrance. When transferring to [its/his/her/their] assigns the Applicant shall and hereby does reserve and except for itself all interests and rights necessary for either to make, fully and completely, all the dedications required hereby. However, these reserved rights to dedicate shall not be exclusive and the lot owners / Applicant's and property owner's(s') successors and assigns may also make such dedications. In any event, the Applicant's and property owner's(s') successors and assigns shall be obligated to make such transfer to the Township, at the Township's request.

Neither the Township's approval of this Plan, the Plan's recording nor any note hereon is intended to or does obligate the Township to maintain and accept any street, stormwater management, water supply and/or sanitary sewer facility, easement or right-of-way and/or any other improvements shown hereon and/or any Utility. If the Township, in its discretion, takes dedication of a street or street right-of-way, unless the deed of dedication expressly and clearly provides otherwise, the Township will not be responsible for any curbing, street tree, sidewalks, trails (either existing, required or provided hereafter whether or not shown on this plan) or unimproved areas within such right-of-way. The Township shall only be responsible for maintenance of the paved roadway and any utilities or other improvements offered for dedicated to the Township and accepted by it. The owner of any property adjacent to any street or road shall be responsible for maintenance of all areas beyond the edge of the paved roadway, whether such area is owned by the Township and whether such area is improved or unimproved including but not limited to curbing, street trees, sidewalks, trails, or other unimproved areas. All rights dedicated to and accepted by the Township, unless the Township shall require otherwise, shall be perpetual, run with the land and be assignable by the Township.

14. Irrevocable licenses and rights of entry upon any of the property subject to this Plan are hereby granted to the Lower Pottsgrove Township, its officers and agents, for the purpose of correcting or abating a public nuisance and/or to add to, repair, modify and/or replace any drains, stormwater management facilities, sewers, water lines and/or other utilities which are connected to a public facility or utility and to inspect and enforce the Township's regulations and/or compliance with this Plan. These rights do not create a Township duty to do any such work or inspections.
15. Any improvement shown on this Plan which does not function safely, as intended and/or in complete compliance with all applicable regulations shall be redesigned and reconstructed promptly, by the Applicant and/or the property owner, at such party's expense, to be safe, function as intended and to comply with all applicable regulations. All such new designs and specifications shall be subject to the Township Engineer's prior written approval and inspection, during and after construction, all at the Applicant's cost.
16. The stormwater management facilities (individually "Stormwater Facility," and collectively "Stormwater Facilities"), located on the Property and shown on this Plan are permanent and shall not be removed or altered, without the written permission of the Township. Stormwater Facilities include, but are not limited to, swales, pipes, basins, BMPs, headwalls/endwalls, riprap aprons used to convey, detain, retain, or control stormwater runoff. The property owner of each parcel, and any heir, successor or assign (the "Owner") where any Stormwater Facility is located and shall be responsible for the perpetual maintenance of the Stormwater Facilities located on that parcel. The Owner shall maintain the Stormwater Facilities, for which the property owner is responsible, in a condition which is structurally sound and functional and in compliance with all regulations and shall not cause or allow any such facility to be altered, removed, silted up, overgrown and/or to fail to function as designed and/or as required by applicable regulations. If the Owner does not do so, upon notification by the Township, the Owner, as promptly as possible, shall correct, repair, reconstruct and/or replace such facility to achieve and maintain the facility's design specifications, functions and its compliance with all applicable regulations. If the Owner fails to so restore and/or correct the Stormwater Facility, within the time specified by the Township, the condition of the Stormwater Facility shall be a public nuisance and the Township shall

have the free right to enter upon the Property and to do such repairs, maintenance, replacement and/or reconstruction as the Township determines necessary with respect to such Stormwater Facility. All such correction, repairs, reconstruction and/or replacement and the design costs thereof shall be at the expense of the Owner jointly and severally. The Township may lien and execute on the Property (as a municipal claim and lien and/or in any other manner provided by law) for the cost of all such work, including any engineering and design cost, and for attorneys' fees for enforcement and collection.

17. Grassed areas in and adjacent to any stormwater management basin shall be mowed every two to three weeks during the growing seasons by the property owner. Grass clippings must be removed from the basin and properly disposed of by the property owner.
18. Any trash or debris accumulation in the stormwater management basins shall be removed and disposed of, particularly in the areas of the outlet control structures. Accumulated sediment in excess of three inches should be removed and disposed of by the property owner.
19. The outlet control structures shall be inspected periodically to ensure integrity.
20. The Pennsylvania Department of Environmental Protection, by mandate of the United States Environmental Protection Agency, has proposed a model stormwater management ordinance with stricter stormwater management requirements that all municipalities throughout the Commonwealth of Pennsylvania will be required to adopt. If adopted, the ordinance may not grandfather unstarted projects approved under previously active stormwater management ordinances. Applicants may be required to add or re-engineer stormwater management facilities to meet the new regulations before being granted a building and/or grading permit.

OPEN SPACE/Common Areas

21. All areas designated open space or common areas shall be used only as open undeveloped areas and shall not be further subdivided or alienated so as to create any rights that could infringe on this open space use limitation.

LANDSCAPING

22. All trees existing in and/or planted in the public street right-of-way shall be owned and maintained in good, healthy and safe condition, at all times, by the fee owner of the part of the Property where the tree is located. The Township shall have the right, but not the duty, to inspect any such tree and to require its owner, at the owner's expense, to prune, maintain and, if the tree is dead, diseased, damaged or malformed, to remove the tree and replace it with a tree of at least a two and one-half (2 1/2") inch caliper and of the same species or a species approved by the Township. All liability for any tree on the Property shall be on the fee owner of the part of the Property where the tree is located. Without limitation, such owner shall have the duty to ensure that the tree does not create any nuisance.
23. Standards for type, spread, height, root ball, and quality of new plant material shall be in accordance with guidelines set forth in the *American Standard for Nursery Stock* published by the American Association of Nurserymen. Each plant shall be mulched with three inches of triple shredded wood chips or other mulch approved by the Township. Trees and shrubs, which grow to heights of five feet or taller, shall be placed so that their branches will not grow into the house, obstruct driveway and/or street sight triangles or interfere with overhead public utilities.
24. The Contractor shall not make substitutions. If the specified landscape material is not obtainable, the contractor shall submit proof of non-availability to the landscape architect and owner, together with a written proposal for use of an equivalent material.
25. New plant material shall be guaranteed to be alive and in vigorous growing condition for a period of 18 months following acceptance by the owner. Plant material found to be unhealthy, dying or dead during this period, shall be removed and replaced in kind by the Contractor at no expense to the owner.
26. The owners of private property containing a traffic sight triangle are prohibited from erecting or growing any obstructions over three feet in height above the elevation of the lowest point on the crown of the adjacent roadway within said triangle.

WETLANDS

27. As part of Final Plan Approval, the Township did not determine whether there are any wetlands on the Property. If the U.S. Army Corps of Engineers ("Corps") or Pennsylvania Department of Environmental Protection ("DEP") determines that there are such wetlands on the Tract and the applicable wetland

regulations result in a relocation and/or redesign of any improvement or affect compliance with any applicable regulation, this Plan shall be voidable by the Township, by written Resolution, and the Township may require the Property Owner to amend the Final Plan. In such case, the Township may require its prior written approval of the amendment which approval may be granted subject to such conditions as Township Board of Commissioners determines appropriate.

TOPSOIL

28. In accordance with the Zoning Ordinance Section 414, the removal of topsoil within the Township shall be prohibited.

ELECTRONIC FORMAT

29. The applicant shall provide the Township copies of project plans at the point of recording and as-built. These plans shall be provided to the Township in both the required quantities of paper copies and in digital vector information on CD in *.dwg, *.dwf, or *.dxf format.

HOMEOWNERS' ASSOCIATION (include only *if applicable*)

30. All owners of any dwelling unit lot, shown on the Plan, shall be compulsory members of a Homeowners' Association existing and governed pursuant to Homeowners' Association documents which shall have been approved by the Township. No Township right, created in any such Homeowners' Association documents, shall be changed or limited in any way without the Township's prior written approval.