

EASEMENT AGREEMENT

THIS AGREEMENT made as of the _____ day of _____, 2001, by and between THE WATERFRONT PARTNERS, LLC, an Ohio limited liability company ("Waterfront Partners"), and STEEL INDUSTRY HERITAGE CORPORATION, a Pennsylvania nonprofit corporation ("SIHC").

W I T N E S S E T H:

WHEREAS, Waterfront Partners is the owner of property (hereinafter called the "Land") located along the Monongahela River in West Homestead, Homestead and Munhall boroughs, Allegheny County, Pennsylvania; and

WHEREAS, Waterfront Partners is developing on the Land a mixed use project consisting of housing, commercial and office space to be known as The Waterfront ("Project"); and

WHEREAS, the Project includes an access and recreation trail to be known as Steel Valley Trail ("Trail") located at the edge of the Monongahela River the portion of which is the subject of this Agreement is more particularly depicted in Exhibit "A" attached hereto; and

WHEREAS, Waterfront Partners and SIHC wish to set forth herein their respective, mutual rights, privileges, obligations, responsibilities, liabilities, easements and rights-of-way, burdens and benefits for the purposes hereinabove recited; and

NOW THEREFORE, in consideration of the sum of One Dollar (\$1.00), the mutual promises contained herein and other good and valuable consideration, and intending to be legally bound, the parties hereto hereby mutually promise, covenant and agree as follows:

ARTICLE I
INCORPORATION BY REFERENCE

Section 1.1 Recitals. The matters hereinabove recited are incorporated herein by reference and made a part hereof.

ARTICLE II
EASEMENTS

Section 2.1 Operation Maintenance and Security Easements. Waterfront Partners for itself and its successors and assigns, hereby gives, grants and conveys to SIHC, and its successors and assigns, a perpetual non-exclusive easement, right and privilege of use in, to, upon and over those portions of the Land identified as the "Riverfront Trail" shaded or cross-hatched on Exhibit "A" hereto and more particularly described in Exhibit "B" attached hereto (the "Easement Area") which shall include:

- (a) The right to construct, operate and maintain the Trail in the Easement Area and to make the Trail available to the general public as a part of the interstate trail system from the City of Pittsburgh to Washington, D.C.
- (b) Such rights of ingress, egress, passage within, on and over the Easement Area as may from time to time be deemed necessary by SIHC, its successors and assigns, for the purpose of operating the Trail.



- (c) Such rights for ingress, egress, passage within, on and over the Easement Area as may from time to time be deemed necessary by SIHC, its successors and assigns, for the purpose of maintaining and repairing, or facilitating the maintenance and repair of, the Trail and providing security for the protection of the persons using the Trail and the property contained within and adjacent to the Trail.
- (d) The right to enter upon, over and through the Easement Area with personnel, materials and equipment to the extent and for the periods deemed necessary by SIHC, its successors and assigns, in connection with the exercise of its rights hereunder.

Section 2.2 Easement Limitations.

- (a) The Easement Area and Trail may be used only for pedestrian and bicycle traffic. All motorized vehicles of any type will be prohibited from the Easement Area and Trail except wheelchairs and carts required by handicapped persons.
- (b) All easements granted or reserved herein, and the use thereof, shall be limited to the extent reasonably necessary and desirable to accomplish the purposes for which such easements are granted. The easements granted in this Agreement shall be non-exclusive to the end and purpose that, whenever reasonably practicable, the use of such easements shall be in common with other parties having similar easements or possessory interests in the Easement Area.
- (c) Nothing contained in this Agreement shall be deemed to be a gift or dedication of any portion of the Easement Area to the general public.

Section 2.3 Burden on Easement Area. The terms, covenants and conditions hereof shall run with the Easement Area; provided, however, that upon any assignment of this Agreement by Waterfront Partners to The Waterfront Owners Association, a Pennsylvania non-profit corporation (the "Association"), in accordance with Section 10.3 hereof, all obligations of Waterfront Partners hereunder shall be assumed, and any rights of Waterfront Partners hereunder shall be enforced, solely by the Association. No breach of the provisions hereof shall defeat or render invalid the lien of any mortgage now or hereafter encumbering any portion of the Easement Area, and any improvements thereon, nor shall any such lienholder be obligated to perform hereunder on account of such lien, but the provisions of this Agreement shall be binding upon and effective against any owner of the Easement Area or any portion thereof, whose title or right to possession is acquired in any manner, including by foreclosure, tax sale, or deed in lieu of foreclosure.

Section 2.4 No Expense to Waterfront Partners. All of the above activities of SIHC and all rights granted hereby shall be carried out and exercised at the risk, expense and liability of SIHC and its contractors, agents, employees, subcontractors, materialmen and authorized personnel and without any cost, expense, risk or liability to Waterfront Partners of any nature whatsoever.

Section 2.5 Reservation of Rights. The easements granted herein are non-exclusive. Subject to the rights herein granted to SIHC, Waterfront Partners, for itself and its successors and assigns, reserves the right to grant easements to other owners of portions of the Project and to utility providers over and under the Easement Area (provided such easements do not interfere with the use of the Trail for trail purposes) and to enter upon the Easement

Area to the extent it deems necessary to maintain, or facilitate the maintenance of, the grading and landscaping of areas of the Land adjacent to the Trail and such rights of passage over the Easement Area deemed necessary for itself, its successors and assigns (including any successors in title) and its tenants, invitees, employees and guests, for the purpose of crossing over the Trail for ingress and egress to and from the remaining Land owned by Waterfront Partners and the Monongahela River.

ARTICLE III
IMPROVEMENTS, TITLE, OWNERSHIP

- Section 3.1 Improvements. Waterfront Partners has constructed a portion of the Trail in accordance with certain plans and specifications reviewed and approved by SIHC (the "Plans") and will complete the Trail in accordance with the Plans.
- Section 3.2 Title and Ownership. Title and all rights and incidents of ownership, use or enjoyment, in and to the Easement Area and in and to any and all improvements to the Trail existing or hereafter made in or on or within the Trail shall vest solely and absolutely in Waterfront Partners, and its successors and assigns, subject to the easements and rights herein granted to SIHC, and its successors and assigns.

ARTICLE IV
OPERATION, MAINTENANCE, SECURITY

- Section 4.1 Base Trail Elements. SIHC shall be responsible for the routine operation and maintenance activities associated with the Trail similar to the community responsibilities associated with other trails in the region including, but not limited to surface repairs, grading, drainage, seeding and ground cover, security, the installation and maintenance of identification signs and mile markers within the Easement Area and the coordination of volunteers along the Trail, all in accordance with the Plans (collectively, "Base Trail Elements").
- Section 4.2 Extraordinary Trail Elements. Waterfront Partners shall be responsible for providing on-going general maintenance of all other elements of the Trail that may be required by the Plans (collectively, "Extraordinary Trail Elements") including the following:
- (a) Clean up in high traffic areas.
 - (b) Major landscaping such as trees, shrubs, lighting, fencing and utilities on the main portions of the Trail (excluding any extensions thereof by SIHC) and maintenance thereof, including all seeding, flowers, trees and shrubs that are planted as part of the general landscaping program for the Project.
 - (c) Payment of the operating, maintenance and utility costs in connection with all lighting fixtures along the Trail.
- Section 4.3 Security. SIHC shall be responsible for providing security on the Trail during daylight hours similar to the security provided at other regional trails. The Trail shall be closed between sundown and sun-up each day. Waterfront Partners shall have the right to extend the evening operating hours of the Trail in conjunction with commercial activities of the Project. Waterfront Partners shall have the right to provide such additional security during daylight hours and evening hours as it deems necessary in its sole

discretion, in which event Waterfront Partners will be responsible for security during such extended hours. In the event that a security problem exists that may endanger persons or property adjacent to the Trail, Waterfront Partners reserves the right to restrict and/or terminate access to the Trail on a temporary basis until the Trail has been secured, in such manner as Waterfront Partners deems appropriate. Under such circumstances, SIHC and Waterfront Partners shall work together to provide a plan to secure the Trail.

ARTICLE V
CAPITAL REPAIRS AND REPLACEMENTS

Section 5.1 Base Trail Elements. SIHC shall be responsible for routine repairs to the Base Trail Elements, including minor grading and drainage and repair of the Trail necessary as a result of normal wear and tear.

Section 5.2 Extraordinary Trail Elements. Waterfront Partners shall be responsible for capital repairs and replacements of the Extraordinary Trail Elements, including, major landscaping, major grading and fencing.

ARTICLE VI
ALTERATIONS

Section 6.1 Changes and Alterations. SIHC shall not have any right to alter or change any portion or element of the Trail without the prior written consent of Waterfront Partners, which may be withheld in its sole discretion. All alterations and changes approved by Waterfront Partners will be made by Waterfront Partners or its nominees or agents. Waterfront Partners and SIHC each shall have the right to pave all or any portion of the Trail with a bituminous surface. The party that so paves the Trail shall have the duty, at its sole cost and expense, to thereafter maintain the paving of the Trail, including replacement, in good condition and repair.

Section 6.2

ARTICLE VII
EMINENT DOMAIN, AND TAXES

Section 7.1 Eminent Domain. If during the term of this Agreement any portion of the Easement Area shall be taken as a result of the exercise of the power of eminent domain, the total award made in such proceeding shall be the property of Waterfront Partners.

Section 7.2 Real Estate Taxes. Waterfront Partners shall be responsible for the payment of all real estate taxes and assessments and similar charges in connection with the Easement Area. SIHC and Waterfront Partners agree to cooperate and to join in any proceedings deemed necessary by Waterfront Partners to contest or appeal any such real estate taxes, assessments or charges, and to execute such documents as may be required thereby; provided however, SIHC shall not be subject to any liability for the payment of any costs or expenses in connection with such proceedings.

ARTICLE VIII
DEFAULT AND REMEDIES

- Section 8.1 Default. If during the term of this Agreement SIHC or Waterfront Partners shall default in fulfilling any of the covenants contained in this Agreement, then the non-defaulting party shall give the party in default written notice of such default. If at the expiration of forty-five (45) days after the service of such notice the default or the happening upon which said notice was based shall continue to exist, or in the case of a default or contingency which cannot with due diligence be cured within a period of forty-five (45) days, if the defaulting party fails to proceed promptly after the service of such notice with all due diligence to cure the same and thereafter to prosecute the curing of such default with all due diligence, the non-defaulting party may thereafter cure any such default and any and all costs related thereto from the date of such default shall be immediately due and payable by the defaulting party to the non-defaulting party.
- Section 8.2 Remedies. in the event of any default by either party which is not cured within the grace period set forth in Section 8.1, the non-defaulting party shall have the contractual right to specific performance and shall have all other rights against the defaulting party available at law or in equity.

ARTICLE IX
NOTICES

- Section 9.1 Notices. All notices, demands and requests which may or are required to be given by either party to the other shall be in writing and shall be deemed to be given three (3) days after being sent by registered or certified mail, return receipt requested, address as follows:

If to Waterfront Partners:

The Waterfront Partners, LLC
285 East Waterfront Drive, Suite 150
Homestead, Pa. 15120
Attention: Barry Ford

With a copy to:

Mark Damante, Esquire
Continental Real Estate Companies
150 East Broad Street
Columbus, Ohio 43215

If to SIHC:

Steel Industry Heritage Corporation
338 East Ninth Street
First Floor
Homestead, Pa. 15120

ARTICLE X
ASSIGNMENT

- Section 10.1 Assignment Generally. Neither party shall assign this Agreement except as permitted by this Article X.
- Section 10.2 Assignment by SIHC. SIHC shall have the right to assign this Agreement, at any time, to (a) the Steel Valley Trail Council, an organization responsible for the rails-to-trails program in Allegheny County, Pennsylvania (the "Trail Council"), (b) any organization organized and operated exclusively for charitable, educational, religious or scientific purposes and described in section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), or the corresponding provisions of any successor United States internal revenue law, succeeding to the interest of SIHC or the Trail Council in the Trail (a "Successor Exempt Organization"), (c) any title holding company described in section 501(c)(2) of the Code (or the corresponding provision of any such successor law) formed for the exclusive benefit of SIHC, the Trail Council or any such Successor Exempt Organization (a "Title Holding Company"), (d) any other entity wholly owned or controlled by, or under common control with, SIHC, the Trail Council or any such Successor Exempt Organization or Title Holding Company, or (e) the U.S. Department of the Interior, National Park Service, Allegheny County or any other federal or state governmental body or agency succeeding to the interest of SIHC, the Trail Council or any such Successor Exempt Organization in the Trail (a "Governmental Body"); provided, however, that the Trail Council, or any such Successor Exempt Organization, Title Holding Company or Governmental Body, shall have executed and delivered to Waterfront Partners, or its successors and assigns, an instrument in writing assuming all of the obligations of SIHC under this Agreement.
- Section 10.3 Assignment by Waterfront Partners. Waterfront Partners shall have the right to assign this Agreement, at any time, to the Association; provided, however, that the Association shall have executed and delivered to SIHC, or its successors and assigns, an instrument in writing assuming all of the obligations of Waterfront Partners under this Agreement.
- Section 10.4 Effect of Assignment on Liability. In the case of any assignment permitted hereby, the assignor shall automatically be released from any responsibility or liability for performance of any obligations on its part to be performed under this Agreement whether arising before or after the effective date of such assignment, without the need for execution of any further instrument.

ARTICLE XI
GENERAL

- Section 11.1 Non-Modification. This Agreement may not be modified, altered or amended without the written consent of all of the parties to this Agreement.
- Section 11.2 Headings. Any headings preceding the text of the Articles or Sections hereof are inserted solely for convenience of reference and do not affect or limit the meaning, construction or effect of any term, condition or provision hereof.
- Section 11.3 Rights to Assignees, Invitees and Guests. All of the rights, privileges, and easements granted hereunder shall inure to the benefit of any assignees, lessees, sub-lessees, tenants, guests, invitees, contractors and subcontractors of the parties hereto; provided this

paragraph is not intended to grant privities or rights for the purposes of bringing suit to any person or entity not a party to this Agreement.

Section 11.4 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

Section 11.5 Binding on Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.



IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

WITNESS/ATTEST:

THE WATERFRONT PARTNERS, LLC

Janette Apuel

By [Signature]
Title: President

WITNESS/ATTEST:

STEEL INDUSTRY HERITAGE CORPORATION

Larry L. Ridenour

By [Signature]
Title:

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STATE OF OHIO
~~COMMONWEALTH OF PENNSYLVANIA~~)
) ss:
COUNTY OF ~~ALLEGHENY~~ FRANKLIN)

On this 26th day of November, 2001, before me personally appeared Nathan E. Koss, to me known to be the President of **THE WATERFRONT PARTNERS, LLC**, an Ohio limited liability company and the company that executed the foregoing instrument, and [he/she], as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by [himself/herself] as such officer.

WITNESS my hand and seal hereto affixed the day and year first above written.

Nannette C. Buel
NOTARY PUBLIC in and for
~~the Commonwealth of Pennsylvania~~

My Commission expires:



NANNETTE C. BUEL
Notary Public, State of Ohio
My Commission Expires 10-04-04

COMMONWEALTH OF PENNSYLVANIA)
) ss:
COUNTY OF ALLEGHENY)

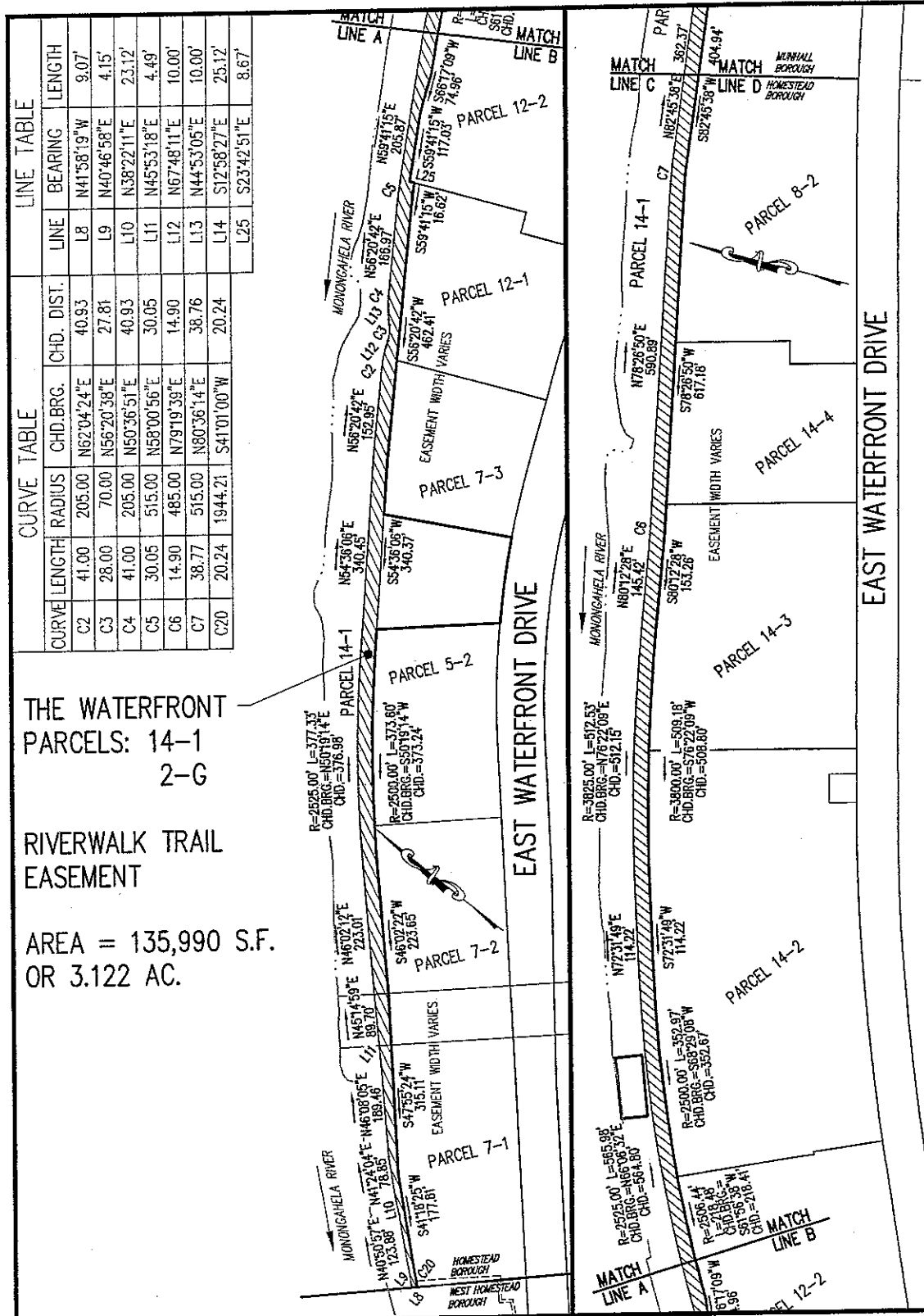
On this 10th day of December, 2001, before me personally appeared August R. Charlene, to me known to be the President and CEO of **STEEL INDUSTRY HERITAGE CORPORATION**, a Pennsylvania nonprofit corporation and the corporation that executed the foregoing instrument, and [he/she], as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by [himself/herself] as such officer.

WITNESS my hand and seal hereto affixed the day and year first above written.

Angela C. Morini
NOTARY PUBLIC in and for
the Commonwealth of Pennsylvania

My Commission expires:

Notarial Seal
Angela C. Morini, Notary Public
Homestead Boro, Allegheny County
My Commission Expires Nov. 22, 2004
Member, Pennsylvania Association of Notaries



CURVE TABLE			LINE TABLE			
CURVE	RADIUS	CHD. BRG.	CHD. DIST.	LINE	BEARING	LENGTH
C2	41.00	N62°04'24"E	40.93	L8	N41°58'19"W	9.07'
C3	28.00	N56°20'38"E	27.81	L9	N40°46'58"E	4.15'
C4	41.00	N50°36'51"E	40.93	L10	N38°22'11"E	23.12'
C5	30.05	N58°00'56"E	30.05	L11	N45°53'18"E	4.49'
C6	14.90	N79°19'38"E	14.90	L12	N67°48'11"E	10.00'
C7	38.77	N80°36'14"E	38.76	L13	N44°53'05"E	10.00'
C20	20.24	S41°01'00"W	20.24	L14	S12°58'27"E	25.12'
				L25	S23°42'51"E	8.67'

THE WATERFRONT PARCELS: 14-1
2-G

RIVERWALK TRAIL EASEMENT

AREA = 135,990 S.F.
OR 3.122 AC.

RIVERWALK TRAIL EASEMENT EXHIBIT

SITUATE IN:
BOROUGH OF HOMESTEAD AND BOROUGH OF MUNHALL
ALLEGHENY COUNTY, PA

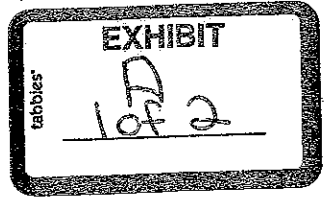
PREPARED FOR:
THE WATERFRONT PARTNERS, LLC

SENATE ENGINEERING COMPANY

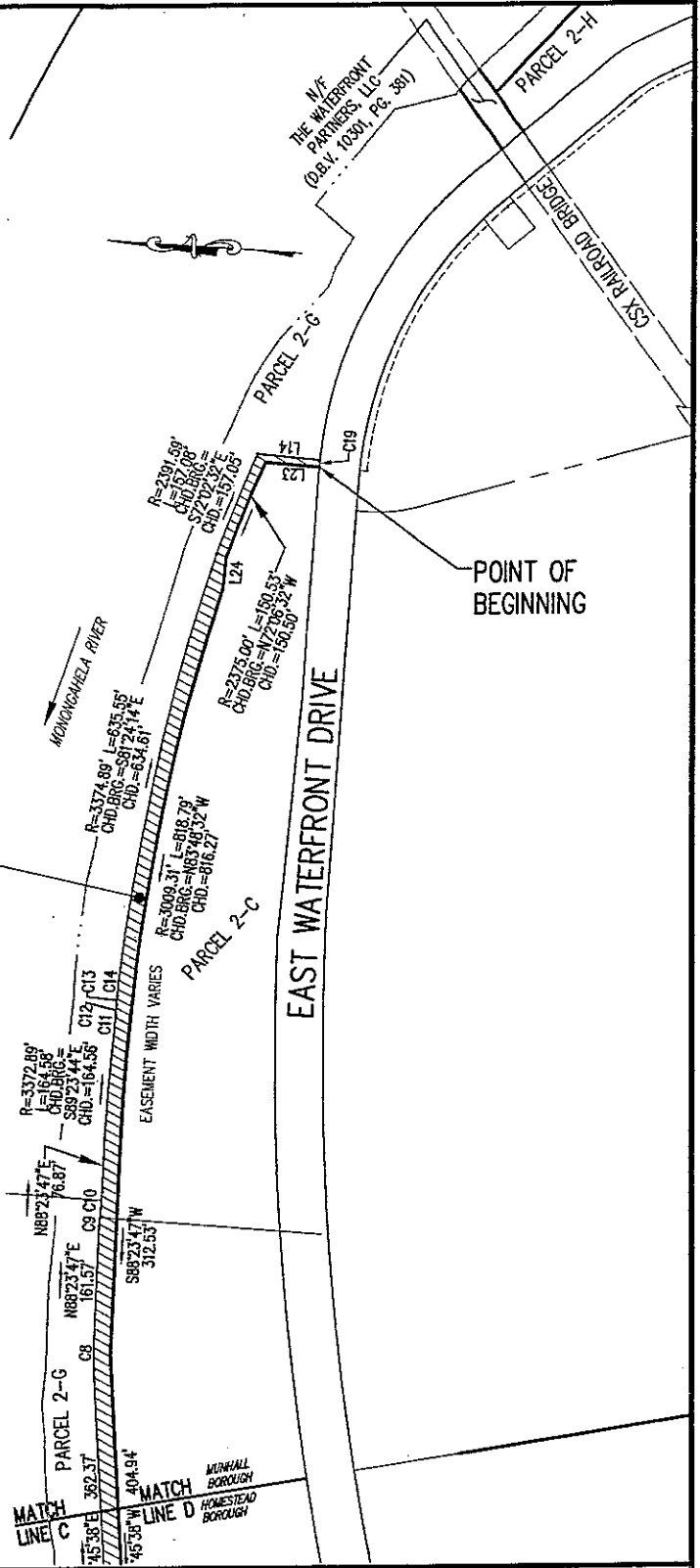
ENGINEERS - PLANNERS - SURVEYORS

UNIVERSITY OF PITTSBURGH
APPLIED RESEARCH CENTER
420 WILLIAM PITT WAY, PITTSBURGH, PA. 15238
PHONE (412) 826-5454
FAX (412) 826-5458

DRAWN BY: S.J.M.	CHECKED BY: S.J.M.	DATE: 10/25/01	SCALE: 1" = 200'
JOB NUMBER 5476	DRAWING NUMBER LS 4130		2 of 2



CURVE TABLE			LINE TABLE				
CURVE	LENGTH	RADIUS	CHD. BRC.	CHD. DIST.	LINE	BEARING	LENGTH
C8	50.66	515.00	N85°34'42"E	50.63	L14	S01°07'47"W	92.12'
C9	25.83	323.00	S89°18'47"E	25.82	L15	N46°00'11"W	79.04'
C10	24.23	303.00	S89°18'47"E	24.22	L16	S43°33'49"E	34.86'
C11	17.09	490.00	S88°59'49"E	17.09	L17	N36°31'20"W	132.37'
C12	16.30	3370.70	S89°51'27"E	16.30	L18	N43°26'47"W	82.95'
C13	13.26	3371.89	S89°36'22"E	13.26	L19	N36°31'20"W	49.41'
C14	23.99	510.00	S88°08'46"E	23.98	L20	N43°33'49"W	34.03'
C15	192.98	645.74	S77°50'30"E	192.26	L21	N46°00'11"W	78.85'
C16	279.06	643.00	S58°26'10"E	276.88	L22	S01°07'47"W	5.87'
C17	274.86	633.00	N58°26'33"W	272.71	L23	N01°07'47"E	79.59'
C18	189.69	635.74	N77°48'58"W	188.99	L24	N88°30'10"W	46.47'
C19	10.00	630.00	N88°24'55"W	10.00			



THE WATERFRONT PARCELS: 14-1
2-G

RIVERWALK TRAIL EASEMENT

AREA = 135,990 S.F.
OR 3.122 AC.

RIVERWALK TRAIL EASEMENT EXHIBIT

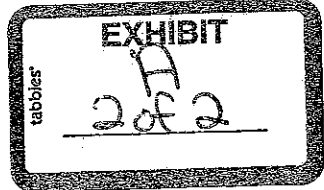
SITUATE IN:
BOROUGH OF HOMESTEAD AND BOROUGH OF MUNHALL
ALLEGHENY COUNTY, PA

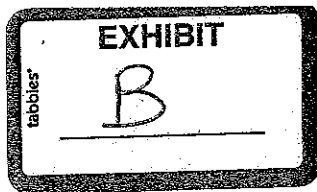
PREPARED FOR:
THE WATERFRONT PARTNERS, LLC

SENATE ENGINEERING COMPANY
ENGINEERS - PLANNERS - SURVEYORS

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FAX (412) 826-5458

DRAWN BY: S.J.M.	CHECKED BY: S.J.M.	DATE: 10/25/01	SCALE: 1 = 200'
JOB NUMBER 5476	DRAWING NUMBER LS 4130		1 of 2





October 25, 2001

RIVERWALK TRAIL EASEMENT
PARCEL 14-1, PARCEL 2-G

All that certain piece or tract of land situate in The Borough of Homestead and The Borough of Munhall, County of Allegheny and Commonwealth of Pennsylvania, being more particularly bounded and described as follows:

Beginning at a point on the northerly right of way line of East Waterfront Drive, at the line dividing Parcel 2-C from Parcel 2-G in The Waterfront Plan No. 2 as recorded in the Allegheny County Recorders Office in Plan Book Volume 212, pages 76-85 thence by the line dividing Parcel 2-C from Parcel 2-G in said Waterfront Plan No. 2 the following five (5) courses and distances:

- (1) N 01° 07' 47" E 79.59 feet to a point;
- (2) By the arc of a circle curving to the left having a radius of 2375.00 feet an arc distance of 150.53 feet, subtended by a chord N 72° 06' 32" W 150.50 feet to a point;
- (3) N 88° 30' 10" W 46.47 feet to a point;
- (4) By the arc of a circle curving to the left having a radius of 3009.31 feet an arc distance of 818.79 feet, subtended by a chord N 83° 48' 32" W 816.27 feet to a point;
- (5) S 88° 23' 47" W 312.53 feet to a point; thence continuing by the line dividing Parcel 2-C from Parcel 2-G in said Waterfront Plan No. 2 and the line dividing Parcel 8-2 in The Waterfront Plan No. 8 as recorded in the Allegheny County Recorders Office in Plan Book Volume 220, pages 51-52 from Parcel 14-1 in said Waterfront Plan No. 14, S 82° 45' 38" W 404.94 feet to a point; thence by the line dividing Parcel 8-2 in said Waterfront Plan No. 8, Parcels 14-4, 14-3, 14-2 in said Waterfront Plan No. 14, Parcels 12-2, 12-1 in The Waterfront Plan No. 12 as recorded in the Allegheny County Recorders Office in Plan Book Volume 221, pages 156-159 and Parcel 7-3 in said Waterfront Plan No. 7 from Parcel 14-1 in said Waterfront Plan No. 14 the following eleven (11) courses and distances:

- (1) S 78° 26' 50" W 617.18 feet to a point
- (2) S 80° 12' 28" W 153.26 feet to a point
- (3) By the arc of a circle curving to the left having a radius of 3800.00 feet an arc distance of 509.18 feet, subtended by a chord S 76° 22' 09" W 508.80 feet to a point;
- (4) S 72° 31' 49" W 114.22 feet to a point
- (5) By the arc of a circle curving to the left having a radius of 2500.00 feet an arc distance of 352.97 feet, subtended by a chord S 68° 29' 08" W 352.67 feet to a point;

- (6) By the arc of a circle curving to the left having a radius of 2506.44 feet an arc distance of 218.48 feet, subtended by a chord S 61° 56' 38" W 218.41 feet to a point;
- (7) S 66° 17' 09" W 74.96 feet to a point
- (8) S 59° 41' 15" W 117.03 feet to a point
- (9) S 23° 42' 51" E 8.67 feet to a point
- (10) S 59° 41' 15" W 16.62 feet to a point
- (11) S 56° 20' 42" W 462.41 feet to a point

thence by the line dividing Parcel 7-3 in said Waterfront Plan No. 7 from Parcel 14-1 in said Waterfront Plan No. 14 and passing through Parcel 14-1 in said Waterfront Plan No. 14 and by the line dividing Parcel 5-2 in The Waterfront Plan No. 5 as recorded in the Allegheny County Recorders Office in Plan Book Volume 215, pages 25-30 from Parcel 14-1 in said Waterfront Plan No. 14, S 54° 36' 06" W 340.37 feet to a point thence by the line dividing Parcel 5-2 in said Waterfront Plan No. 5, Parcels 7-2 and 7-1 in said Waterfront Plan No. 7 from Parcel 14-1 in said Waterfront Plan No. 14 the following five (5) courses and distances:

- (1) By the arc of a circle curving to the left having a radius of 2500.00 feet an arc distance of 373.60 feet, subtended by a chord S 50° 19' 14" W 373.24 feet to a point;
- (2) S 46° 02' 22" W 223.65 feet to a point
- (3) S 47° 55' 24" W 315.11 feet to a point
- (4) S 41° 18' 25" W 177.81 feet to a point
- (5) By the arc of a circle curving to the left having a radius of 1944.21 feet an arc distance of

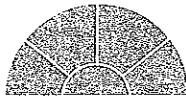
20.24 feet, subtended by a chord S 41° 01' 00" W 20.24 feet to a point; thence through Parcel 14-1 in said Waterfront Plan No. 14 the following twenty seven (27) courses and distances:

- (1) N 41° 58' 19" E 9.07 feet to a point
- (2) N 40° 46' 58" E 4.15 feet to a point
- (3) N 40° 50' 57" E 123.88 feet to a point
- (4) N 38° 22' 11" E 23.12 feet to a point
- (5) N 41° 24' 04" E 78.85 feet to a point
- (6) N 46° 08' 05" E 189.46 feet to a point
- (7) N 45° 53' 18" E 4.49 feet to a point
- (8) N 45° 14' 59" E 89.70 feet to a point
- (9) N 46° 02' 12" E 223.01 feet to a point
- (10) By the arc of a circle curving to the right having a radius of 2525.00 feet an arc distance of 377.33 feet, subtended by a chord N 50° 19' 14" E 376.98 feet to a point;
- (11) N 54° 36' 06" E 340.45 feet to a point

- (12) N 56° 20' 42" E 152.95 feet to a point
- (13) By the arc of a circle curving to the right having a radius of 205.00 feet an arc distance of 41.00 feet, subtended by a chord N 62° 04' 24" E 40.93 feet to a point;
- (14) N 67° 48' 11" E 10.00 feet to a point
- (15) By the arc of a circle curving to the left having a radius of 70.00 feet an arc distance of 28.00 feet, subtended by a chord N 56° 20' 38" E 27.81 feet to a point;
- (16) N 44° 53' 05" E 10.00 feet to a point
- (17) By the arc of a circle curving to the right having a radius of 205.00 feet an arc distance of 41.00 feet, subtended by a chord N 50° 36' 51" E 40.93 feet to a point;
- (18) N 56° 20' 42" E 166.97 feet to a point
- (19) By the arc of a circle curving to the right having a radius of 515.00 feet an arc distance of 30.05 feet, subtended by a chord N 58° 00' 56" E 30.05 feet to a point;
- (20) N 59° 41' 15" E 205.87 feet to a point
- (21) By the arc of a circle curving to the right having a radius of 2525.00 feet an arc distance of 565.98 feet, subtended by a chord N 66° 06' 32" E 564.80 feet to a point;
- (22) N 72° 31' 49" E 114.22 feet to a point
- (23) By the arc of a circle curving to the right having a radius of 3825.00 feet an arc distance of 512.53 feet, subtended by a chord N 76° 22' 09" E 512.15 feet to a point;
- (24) N 80° 12' 28" E 145.42 feet to a point
- (25) By the arc of a circle curving to the left having a radius of 485.00 feet an arc distance of 14.90 feet, subtended by a chord N 79° 19' 39" E 14.90 feet to a point;
- (26) N 78° 26' 50" E 590.89 feet to a point
- (27) By the arc of a circle curving to the right having a radius of 515.00 feet an arc distance of 38.77 feet, subtended by a chord N 80° 36' 14" E 38.76 feet to a point; thence continuing through Parcel 14-1 in said Waterfront Plan No. 14 and through Parcel 2-G in said Waterfront Plan No. 2, N 82° 45' 38" E 362.37 feet to a point; thence through Parcel 2-G in said Waterfront Plan No. 2, the following thirteen (13) courses and distances:

- (1) By the arc of a circle curving to the right having a radius of 515.00 feet an arc distance of 50.66 feet, subtended by a chord N 85° 34' 42" E 50.63 feet to a point;
- (2) N 88° 23' 47" E 161.57 feet to a point
- (3) By the arc of a circle curving to the right having a radius of 323.00 feet an arc distance of 25.83 feet, subtended by a chord S 89° 18' 47" E 25.82 feet to a point;
- (4) By the arc of a circle curving to the left having a radius of 303.00 feet an arc distance of 24.23 feet, subtended by a chord S 89° 18' 47" E 24.22 feet to a point;

- (5) N 88° 23' 47" E 76.87 feet to a point
- (6) By the arc of a circle curving to the right having a radius of 3372.89 feet an arc distance of 164.58 feet, subtended by a chord S 89° 23' 44" E 164.56 feet to a point;
- (7) By the arc of a circle curving to the left having a radius of 490.00 feet an arc distance of 17.09 feet, subtended by a chord S 88° 59' 49" E 17.09 feet to a point;
- (8) By the arc of a circle curving to the right having a radius of 3370.70 feet an arc distance of 16.30 feet, subtended by a chord S 89° 51' 27" E 16.30 feet to a point;
- (9) By the arc of a circle curving to the right having a radius of 3371.89 feet an arc distance of 13.26 feet, subtended by a chord S 89° 36' 22" E 13.26 feet to a point;
- (10) By the arc of a circle curving to the right having a radius of 510.00 feet an arc distance of 23.99 feet, subtended by a chord S 88° 08' 46" E 23.98 feet to a point;
- (11) By the arc of a circle curving to the right having a radius of 3374.89 feet an arc distance of 635.55 feet, subtended by a chord S 81° 24' 14" E 634.61 feet to a point;
- (12) By the arc of a circle curving to the right having a radius of 2391.59 feet an arc distance of 157.08 feet, subtended by a chord S 72° 02' 32" E 157.05 feet to a point;
- (13) S 1° 07' 47" W 92.12 feet to a point on the northerly right of way line of said East Waterfront Drive, thence by the northerly right of way line of said East Waterfront Drive, by the arc of a circle curving to the left having a radius of 630.00 feet and an arc distance of 10.00 feet, subtended by a chord N 88° 24' 55" W 10.00 feet to a point to the line dividing Parcel 2-C from Parcel 2-G in said Waterfront Plan No. 2 being at the point of beginning.

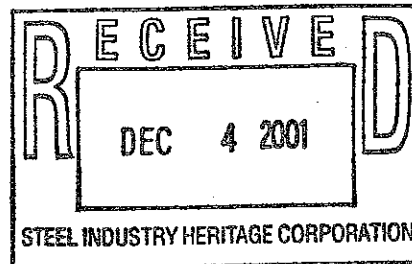


CONTINENTAL REAL ESTATE COMPANIES

HAND DELIVERED

December 4, 2001

Augie R. Carlino
Executive Director
Steel Industry Heritage Corporation
338 East 9th Avenue, 1st Floor
Homestead, PA 15120



Re: The Waterfront Partners, LLC
Easement Agreement

Dear Augie:

Enclosed please find the Easement Agreement for the main portion of The Riverfront Trail. Please note that the agreement has been signed by Jonathan Kass, President of The Waterfront Partners, LLC. Please sign, witness and return to me at which time I will record the document.

As we have discussed recently, I will continue to work diligently to finalize the trail easements at either end of the property. I will forward these easements to you as soon as they are finalized.

Thanks for your cooperation, and on behalf of Continental Real Estate Companies thanks for your assistance with this property.

Sincerely,

Barry Ford

Enclosures

cc: Larry Ridenour