

Allegheny County
Jerry Tyskiewicz
Department of Real Estate
Pittsburgh, PA 15219

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FESTIVAL FUN PARKS L L C
REGIONAL TRAIL CORPORATION
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NOTE-

NOT A DEED OF TRANSFER

I hereby certify that the within and foregoing was recorded in the Department of Real Estate's Office in Allegheny County, PA

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Jerry Tyskiewicz, Director
Rich Fitzgerald, County Executive

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DECLARATION OF EASEMENTS

THIS DECLARATION OF EASEMENTS (this "**Declaration**"), dated as of April 23, 2019 (the "**Effective Date**"), is made by and between FESTIVAL FUN PARKS, LLC, a Delaware limited liability company ("**FFP**"), and REGIONAL TRAIL CORPORATION, a Pennsylvania corporation ("**RTC**") (FFP and RTC shall sometimes be designated individually as a "**Party**" and collectively as the "**Parties**").

WITNESSETH

WHEREAS, FFP is the owner of that certain real property located in the Borough of West Mifflin, County of Allegheny, Commonwealth of Pennsylvania, at as more particularly described on Exhibit "A" attached hereto and made a part hereof (for purposes of this Declaration, "**Parcel 1**"), and as more particularly depicted as "Parcel 1" on that certain Easement For Gas Line Plan, dated January 8, 2019, attached hereto as Exhibit "C" and made a part hereof (the "**Utility Easement Plan**");

WHEREAS, RTC is the owner of that certain real property located in the Borough of West Mifflin, County of Allegheny, Commonwealth of Pennsylvania, at as more particularly described on Exhibit "B" attached hereto and made a part hereof (for purposes of this Declaration, "**Parcel C**"), and as more particularly depicted as "Parcel C" on the Utility Easement Plan;

WHEREAS, FFP requires certain access to and use of Parcel C for purposes of connecting, into that certain Peoples Gas Company 16" Gas Line depicted on the Easement Plan (the "**Parcel C Existing Line**"), a gas line to be located on Parcel 1 (as designated on the Utility Easement Plan as the "Proposed Gas Line", the "**Gas Line**");

WHEREAS, RTC has requested that FFP install a seasonal .75" water line across Parcel 1, to be located within the same conduit structure as is located the Gas Line, for purposes of servicing Parcel C (the "**Water Line**"); it being understood that the Water Line, as defined in this Agreement and to which this Agreement is applicable, shall apply solely to the such water line as shall exist on Parcel 1, and not to any extension thereof located on Parcel C;

WHEREAS, RTC has requested that FFP install interpretive signage, describing a history of Kennywood Park, at a mutually-agreeable location upon Parcel C (such signage, upon the specifications as are hereinafter set forth in this Declaration, being the "**Kennywood Signage**");

WHEREAS, RTC requires certain access to and use of Parcel 1 for purposes of parking a vehicle thereupon;

WHEREAS, as of the Effective Date, RTC utilizes certain portions of Parcel 1 for purposes of a public bicycular and pedestrian trail operated in accordance with the Allegheny Trail Alliance (a "**Trail**"), and for ancillary storage use, currently through the placement of two

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RTC storage units (the property upon which storage areas are located, being approximately .20 acres, and having an area starting at the green gate at the intersection of the old Union RR road and the trail with one boundary line running 150 feet along the wooden fence toward Duquesne and a second boundary line running 150 feet measured alongside the Union RR access Road running toward Route 837, with the two end points being connected with an approximate 90 foot straight line forming a triangular area of land, being designated herein as the "**Storage Area**"; and desires to hereby establish a limited easement for purposes of such continued use (such portions of Parcel 1, on which the Trail and Storage Areas are situate as of the Effective Date, being collectively designated as the "**Trail Encroachments**"; as expressly depicted on that certain plan attached hereto as Exhibit "E" attached hereto and made a part hereof, the "**Trail Easement Plan**"; and

NOW, THEREFORE, in consideration of the mutual benefit inuring to all owners and occupants of Parcel 1 and Parcel C, respectively, and intending to be legally bound hereby, FFP and RTC declare, and the Parties hereby agree, as follows:

1. Recitals; Defined Terms. The recitals and defined terms set forth above are incorporated herein by reference and specifically made a part of this Declaration. As used in this Declaration, the following terms have the following meanings:

- (a) "**Parcel**" shall mean Parcel 1 and Parcel C, as the case may be.
- (b) "**Owner**" shall mean the owner(s) of record fee simple title to a Parcel.
- (c) "**Parcel 1 Owner**" shall mean the Owner, from time to time, of Parcel 1.
- (d) "**Parcel C Owner**" shall mean the Owner, from time to time, of Parcel C.
- (e) "**Occupant**" shall mean a person or legal entity entitled to use, occupy and operate upon all or any portion of a Parcel.
- (f) "**Permittee**" shall mean any employee, guest, customer, lessee, licensee or invitee of an Owner or its Occupant.
- (g) "**Easement Areas**" shall mean, collectively, the Gas Line Easement Area, Water Line Easement Area, Signage Easement Area, Parking Easement Area and Trail Encroachments (as respectively defined herein).

2. Creation and Grant of Easements.

(a) Gas Line Easement. RTC hereby grants to and declares, for the benefit of the Owner, Occupant and Permittee of Lot 1, a non-exclusive perpetual easement and right, on, over, upon and across that certain area located on Lot C (as shown and identified on the Utility Easement Plan as the "20' Easement for Gas Line", and as further described at Exhibit "D" attached hereto and made a part hereof, the "**Gas Line Easement Area**"), for purposes of the

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tapping and connection of the Gas Line into the Parcel C Existing Line, installation, operation, flow, passage, use, maintenance and repair (in accordance with Section 3(c)(i) hereof) of gas line utility equipment, including, without limitation, the Gas Line, shut-off valve, meters, (appx 10' x 10') concrete pad (located at least 7' feet from the trail located on Parcel C as of the Effective Date), barrier fencing, and all other structures, facilities, systems and other improvements necessary for or ancillary to the use and operation of such Gas Line and equipment (collectively, the "**Gas Line Equipment**"); together with the right to access the Gas Line Easement Area, to the extent reasonably necessary, for purposes of inspecting, maintaining, repairing, replacing, installing, removing and performing any other activities incidental to obtaining utility services in connection with such equipment (all of the foregoing being collectively designated as the "**Gas Line Easement**"). All costs and expenses associated with the Gas Line Equipment and the installation thereof shall be the sole responsibility of FFP.

(b) Water Line Easement. Subject to such terms and conditions as are set forth in this Declaration, FFP hereby grants to and declares, for the benefit of the Owner, Occupant and Permittee of Lot C, a non-exclusive perpetual easement and right, on, over, upon and across the Gas Line Easement Area (in this context, the "**Water Line Easement Area**"), for purposes of the operation of the Water Line, including the flow, passage and the right to utilize water utility services in connection therewith (all of the foregoing being collectively designated as the "**Water Line Easement**"). All costs and expenses associated with the Water Line and the installation thereof shall be the sole responsibility of FFP. Notwithstanding the foregoing, it is hereby acknowledged and agreed by RTC that the Water Line Easement shall not include, and that RTC shall be solely responsible, at RTC's sole costs and expense, for: (i) any and all extensions of the Water Line onto Parcel C (none of which extensions shall be deemed to be part of the Water Line defined in this Agreement and to which this Agreement is applicable); (ii) any and all tap-ins or connections of the Water Line, wherever located; and (iii) any and all other structures, facilities, systems and other improvements necessary for or ancillary to the use and operation of any extension of such Water Line upon Parcel C.

(c) Temporary Construction Easement.

(i) In connection with FFP's construction and installation of the Gas Line Equipment, RTC does hereby grant and convey to FFP non-exclusive, temporary easements (collectively, the "**Construction Easement**"), commencing on the Effective Date of this Agreement, and terminating on the date that is two (2) weeks following FFP's commencement of such construction and installation efforts hereunder (solely in the context of this subsection 2(c), the "**Termination Date**") (such period being the "**Temporary Construction Easement Period**"), over, upon, across and through Parcel C, for the purposes of constructing and installing the Gas Line Equipment, all in accordance with plans and specifications approved by RTC, which approval shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the Termination Dates established herein, FFP may provide RTC with written notice of completion of such work as is permitted hereby to be conducted upon the Temporary Construction Easement Area, whereupon this Agreement shall terminate, in accordance with its terms, without further action being required of the parties. RTC hereby acknowledges and agrees that the Construction Easement granted hereby may cause interference with RTC's and its

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Permitees' pedestrian and bicycular use and enjoyment of the trail constructed upon Parcel during the Temporary Construction Easement Period; provided, however, that FFP's use of the Construction Easement shall be carried out in such manner so as to cause the least amount of disruption of any business operations conducted thereon as reasonably practicable, and without creating unreasonable increase in the cost to FFP of performing the ongoing work on Parcel C; which efforts shall include FFP, at its cost and expense, retaining the services of "flagmen" during reasonable daylight hours for purposes of reasonably mitigating any inconvenience caused by such interference; which mitigation shall include commercially-reasonable efforts by said flagmen to allow reasonable pedestrian and bicycular passage upon or proximate to the trail at least once every thirty (30) minutes.

(ii) During the Temporary Construction Easement Period, FFP shall, at its own cost and expense, properly maintain the portion of Parcel C directly affected by the Construction Easement (the "**Temporary Construction Easement Area**") in good order, and remove all trash and other debris therefrom. On or prior to the Termination Date, FFP shall remove all materials, equipment and debris brought onto or deposited on the Temporary Construction Easement Area and, subject to construction and installation, the Gas Line Equipment, return the surface of the Temporary Construction Easement Area to substantially the condition in which such surface existed immediately prior to entry by FFP.

(d) Signage Easement. RTC hereby grants to and declares, for the benefit of the Owner, Occupant and Permittee of Parcel 1, a non-exclusive perpetual easement and right, on, over, upon and across such portion of Parcel C, in reasonably proximate location to the "Phantom's Revenge" roller coaster as exists on the Effective Date, as shall be agreed in writing by FFP and RTC within thirty (30) days following the Effective Date (such location as shall be agreed and appended by amendment to this Declaration, being the "**Signage Easement Area**"), for purposes of erecting the Kennywood Signage; together with the right to access the Signage Easement Area, to the extent reasonably necessary, for purposes of inspecting, maintaining, repairing, replacing, installing, removing and performing any other activities incidental to obtaining utility services in connection with the Kennywood Signage (all of the foregoing being collectively designated as the "**Signage Easement**"). All costs and expenses associated with the Kennywood Signage and the installation thereof shall be the sole responsibility of FFP. The Kennywood Signage shall be erected by FFP within one (1) year following the Effective Date, and shall contain and depict such content as shall be determined by FFP in its reasonable discretion; provided, however, that the specifications of thereof (including without limitation with regard to size and aesthetics) shall, upon installation, comply in all material respects with the then-current signage standards of, and be subject to the prior written approval of, the Allegheny Trail Alliance.

(e) Parking Easement. Subject to such terms and conditions as are set forth in this Declaration, FFP hereby grants to and declares, for the benefit of the Owner, Occupant and Permittee of Lot C, a non-exclusive perpetual easement and right, on, over, upon and across such portion of Parcel 1 as is depicted on the Easement Plan (in this context, the "**Parking Easement Area**"), solely for purposes of parking one (1) passenger (non-commercial) truck or similar vehicle thereupon (the "**Parking Easement**"). Without in any manner limiting the force and

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effect of Section 4 of this Declaration, the Parcel C Owner and its Permittees shall in all events be liable for any damage or other loss occurring with regard any vehicle parked within the Parking Easement Area, and the Parcel C Owner and its Permittees hereby waive any and all claims against the Parcel 1 Owner and its Permittees associated with any such damage or loss.

(f) Trail Easement.

(i) Subject to such terms and conditions as are set forth in this Declaration, FFP hereby grants to and declares, for the benefit of the Owner, Occupant and Permittee of Lot C, a non-exclusive temporary easement and right (in this context, the "**Temporary Trail Easement**"), commencing on the Effective Date of this Agreement, and terminating on the date that is the earlier to occur of: (A) one (1) year thereafter; or (B) the date of the fee conveyance pursuant to subsection 2(f)(iv) below (such earlier date, solely in the context of this subsection 2(f), being the "**Termination Date**") (such period being the "**Temporary Trail Easement Period**"), on, over, upon and across such portion of Parcel 1 as, on the Effective Date, is subject to the Trail Encroachments, solely for purposes of the use and maintenance of the Trail and Storage Area in such manner as is actually conducted by RTC and its Permittees as of the Effective Date of this Agreement.

(ii) Notwithstanding the foregoing, and for the sake of clarity hereunder, no Owner, Occupant or Permittee shall be entitled to in any manner expand or alter the location of the Trail Easement and/or Trail Encroachments to any portion of Parcel 1 not otherwise expressly subject to the Trail Encroachments as of the Effective Date, as expressly depicted on the Trail Easement Plan.

(iii) Without in any manner limiting the force and effect of Section 4 of this Declaration, the Parcel C Owner and its Permittees shall in all events be liable for any damage or other loss, however occurring, with regard any use of the Temporary Trail Easement by the Parcel C Owner and its Occupants and Permittees, and the Parcel C Owner and its Permittees hereby waive any and all claims against the Parcel 1 Owner and its Permittees associated with any such damage or loss. Further notwithstanding anything to the contrary set forth in this Declaration, the Trail Easement shall terminate, by effect of this Section 2(f)(iii) and without further action by any Owner, upon the earlier to occur of: (A) the Termination Date; or (B) such time as Parcel C is no longer utilized by the Parcel C Owner for purposes of the Trail and/or Storage Area.

(iv) Prior to the Termination Date, FFP shall, by virtue of subdivision and consolidation process under applicable law, sever the real property comprising the Trail Encroachments from Parcel 1 and convey fee title to such real property to RTC to be included as part of Parcel C, subject to the following terms and conditions: (A) the approximate location of the portion of Parcel 1 to be subdivided and consolidated with Parcel C, so as to enable the conveyance of the Trail Encroachments to RTC hereunder, is depicted at Exhibit "F" attached hereto and made a part hereof (subject to such further narrative description as is set forth in the definition of the Storage Areas in this Declaration, the "**Subdivision Location Plan**"); (B) the consideration for such conveyance shall be Ten Dollars (\$10.00), it being acknowledged and

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agreed by the parties that adequate consideration for such conveyance is set forth pursuant to this Declaration; (C) said real property including the Trail Encroachments shall be conveyed to RTC by quitclaim deed, in its absolute "as-is" condition, without any representations or warranties of any kind being made by FFP; (D) RTC shall be responsible for FFP's reasonable engineering costs in connection with the preparation and recordation of the subdivision and consolidation plan(s), including all labor, materials and governmental fees (provided, however, that all of such plans shall be reasonably approved by RTC in advance, and shall in no event exceed \$7,750.00 in the aggregate); all transfer taxes associated with such conveyance; all professional fees commissioned by RTC in connection with the conveyance, including without limitation all engineers' and attorneys' fees; all costs and expenses associated with RTC's procurement of title insurance for the Trail Encroachments; and one-half (50%) of any other settlement charges associated with the conveyance and customarily shared by buyer and seller; (E) except as otherwise set forth at Section (D) of this paragraph, FFP shall be responsible for all professional fees commissioned by FFP in connection with the conveyance, including without limitation all attorneys' fees and engineering fees not paid by RTC in accordance with Section (D) of this paragraph; and one-half (50%) of any other settlement charges associated with the conveyance and customarily shared by buyer and seller; and (F) RTC covenants and agrees that, with regard to any and all structures erected upon the property conveyed to RTC hereunder and thereafter included as part of Parcel C, all such structures shall be erected, as closely as reasonably possible, on the border of the Trail fencing that exists as of the Effective Date of the Declaration.

(g) Approvals. Notwithstanding the foregoing, all alterations, additions and improvements to be conducted upon the Easement Areas by any Owner or Occupant of the grantee Parcel, as applicable, shall be subject to the prior written approval of the grantor Parcel, as applicable; which approval: (i) shall not be unreasonably withheld, conditioned or delayed; and (ii) shall be rendered (or otherwise withheld or conditioned with reasonable rationale) within ten (10) business days of written request by the Owner or Occupant of the grantor Parcel; failing which response, the subject alterations, additions and improvements shall be conclusively deemed to have been approved.

3. Control, Operation and Maintenance of Easement Areas.

(a) Control of Easement Areas. Unless otherwise expressly set forth in this Declaration (including, without limitation, with regard to the Parcel C Owner's obligation to repair and maintain the Trail Encroachments in accordance with Section 3(c)(iv) below), each of Easement Areas shall be subject to the exclusive control and management of the Parcel 1 Owner, who reserves the right to establish, modify and equitably enforce reasonable rules and regulations with respect to the Easement Areas; provided, however that any such control shall be exercised in such a manner as shall minimize, to the extent possible within commercial reason, any resulting inconvenience or interruption the use of and access to Parcel C. Notwithstanding the foregoing, the Parcel 1 Owner shall, at all times during the term of this Declaration, and at its sole cost and expense (except as otherwise set forth in this Declaration), occupy, use and improve the Easement Areas in compliance with all laws applicable to the Parcels.

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(b) Operation of Water Line Easement. FFP shall, during a recurring annual period commencing as of April 15th and ending on November 15th (such period, as may be amended annually only upon a writing signed by bit FFP and RTC, being the “**Water Line Operations Period**”), commission the provision of water service to be provided through the Water Line to the point of connection to be installed by RTC upon Parcel 3; provided, however, that FFP maintains the right, in its sole discretion, to perform all winterization measures upon the Water Line to the extent that seasonal temperatures reasonably dictate, regardless of whether such measures occur during the Water Line Operations Period. FFP shall: (i) at its cost and expense, install a separate meter, to be located upon Parcel 1 in such location as FFP shall dictate in its sole discretion, calculating the amount of water service utilized through the Water Line; and (ii) on or before December 15th of each calendar year during the term of the Water Line Easement, provide RTC with an invoice for all such water usage during the applicable annual Water Line Operations Period (together with commercially-reasonable corroboration thereof); which invoice shall be paid by RTC within ten (10) days of its receipt of such invoice.

(c) Maintenance of Easement Areas.

(i) Maintenance of Gas Line Equipment. The Parcel 1 Owner shall, at its sole cost and expense, shall maintain, repair and replace all Gas Line Equipment.

(ii) Maintenance of Water Line. The Parcel 1 Owner shall, at its cost and expense, maintain, repair and replace the Water Line; provided, however, that the Parcel C Owner shall reimburse the Parcel 1 Owner, within thirty (30) days of receipt an invoice, for any and all such maintenance, repair and replacement costs and expenses caused by the negligence or willful misconduct of the Parcel C Owner and/or its Permittees, including with regard to any such negligence or misconduct relating or occurring to any extensions of the Water Line onto Parcel C.

(iii) Maintenance of Kennywood Signage. The Parcel 1 Owner shall, at its sole cost and expense, maintain, repair and replace the Kennywood Signage.

(iv) Maintenance of Trail Encroachment. The Parcel C Owner shall, at its sole cost and expense, maintain, repair and replace the Trail Encroachments.

4. Indemnification; Waiver.

(a) Indemnification. Each Party shall indemnify, defend, and hold the other Parties, and their respective officers, and directors, harmless of and from any and all losses, costs, damages, expenses (including reasonable attorneys’ fees) and any other liabilities (excluding lost profits and consequential damages) arising by reason of injury (including death) to any persons, damage to any property, and/or any claims of liens for work performed or materials or supplies furnished, arising out of or in connection with the use by the indemnifying Party, or its Occupants, Permittees, agents, representatives, employees and contractors of the easements or rights granted to such indemnifying Party pursuant to this Declaration, the exercise by such Party, its Occupants, Permittees, agents, representatives, employees and contractors of

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the rights granted to it herein, or the performance by such Party of its obligations hereunder (collectively, a "Loss"); provided, however, that no Party shall be indemnified for any Loss arising out of or in connection with its own negligence or willful misconduct, or that of its Occupants, Permittees, agents, representatives, employees, contractors, tenants, invitees, licensees or any other third party for which such party is legally liable.

(b) Release and Waiver. Each Party for itself, and, to the extent it is legally possible for it to do so, on behalf of its insurer, hereby releases and waives any right to recover against any other Party for any liability, damage or loss of or to property which is covered by any casualty insurance carried hereunder by such Party, irrespective of any negligence on the part of any other Party which may have contributed to such loss or damage except for willful acts. Any Party entering into a lease, license or concession agreement with regard to its Parcel or any portion thereof shall use reasonable efforts to include in such lease, license, concession or other agreement a provision pursuant to which the other party thereto releases and waives its rights of recovery against the Parties to the same extent as to the release and waiver contained in this Section. The provisions of this Section are intended to restrict each Owner and Occupant (as permitted by law) to recovery against insurance carriers for loss or damage caused by a risk against, and to waive fully, and for the benefit of each other Party and Occupant any rights and/or claims which might give rise to a right of subrogation in, any insurance carrier. Each Party shall, to the extent such insurance endorsement is available, obtain for the benefit of the other Parties, a waiver of any right of subrogation which the insurer of such Party may acquire against the other Parties by virtue of the payment of such property loss covered by such insurance.

5. Validity of Agreement Unaffected by Breach. The breach of this Declaration shall not entitle any Party or person to rescind or otherwise terminate its obligations hereunder or the rights and easements created hereunder. No breach of the provisions of this Declaration shall defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value covering any portion of or interest in a Parcel or any improvements thereon.

6. Other Relief Available Upon Breach.

(a) Each Party shall have the right to prosecute any proceedings at law or in equity against any other Party hereto, or any other person, in default of any of the provisions contained in this Declaration and to recover actual damages (excluding lost profits and consequential damages) for any such default. The remedies available under this Section shall include, by way of illustration but not limitation, *ex parte* applications for temporary restraining orders, preliminary injunctions and permanent injunctions enjoining any such default (or commanding compliance with the provisions hereof), and actions for specific performance of this Declaration, each upon the proof of default, and without the necessity of proving the inadequacy of legal remedies and without compliance with any requirements to post a bond or other security. If any Party is in default with respect to any monetary obligation hereunder, all amounts due with respect to such default shall bear interest from the date due until paid at the Default Rate. All remedies permitted or available hereunder shall be cumulative.

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(b) None of the persons or entities comprising a Party (whether partners, shareholders, officers, directors, trustees, employees, beneficiaries or otherwise) shall ever be personally liable for any judgment obtained against a Party. Each Party agrees to look solely to the interest in the property of the defaulting Party for recovery of damages for any breach of this Declaration; provided, however, the foregoing shall not in any way impair, limit, or prejudice the right of a Party to pursue equitable relief in connection with any term, covenant or condition of this Declaration, including a proceeding for temporary restraining order, preliminary injunction, permanent injunction or specific performance.

7. Benefit and Term of Easements and Rights. The Easements granted by FFP and RTC in this Declaration are for the benefit only of the Parcel(s) described in this Declaration, and are not for the benefit of any other real estate.

8. Costs and Expenses; Default Rate. All costs and expenses reasonably incurred by any non-defaulting Party to cure a Default of a defaulting Party, together with interest thereon at eight percent (8%) (the "Default Rate"), and all costs and expenses of any proceedings at law or in equity, including reasonable attorneys' fees awarded to any prevailing Party by an order of court shall be assessed against and paid by the Defaulting Party.

9. Covenants Run With the Land. All of the provisions hereof shall be binding upon and inure to the benefit of the Parties hereto, their heirs, successors in interest, assigns and personal representatives. All of the provisions hereof shall be equitable servitudes and covenants running with the land, including Parcel 1 and Parcel C, as applicable. Subject to the term of this Declaration as set forth at Section 7 hereof, it is expressly agreed that each covenant to do or refrain from doing some act on a Lot or any portion thereof hereunder: (a) is for the benefit and burden of the Parcel in question; (b) runs with each portion of the Parcel so affected; and (c) shall benefit or be binding upon each successive Owner during its ownership of each Parcel, or any portion thereof, and each person having any interest therein derived in any manner through any Owner of a Parcel or any portion thereof. Every person or entity which now has or hereafter acquires any right, title, estate or interest in or to Parcel 1 or Parcel 3 is and shall conclusively be deemed to have consented and agreed to be bound by the covenants and agreements contained herein applicable to such property whether or not any reference to this Declaration is contained in the instrument by which such person or entity acquires its interest in said property.

10. No Partnership or Joint Venture. None of the provisions hereof shall be deemed to have created a partnership or joint venture among the Parties.

11. Cancellation or Modification. This Declaration may be modified or cancelled in whole or in part only by a written instrument executed by all of the Owners and Occupants of the Parcels, and, to the extent required under any applicable loan documents, the then holders of any mortgage lien affecting all or any portion of or interest in each Lot.

12. Severability. If any provision hereof is found to be invalid, the remaining provisions of this Declaration shall be construed insofar as possible to be valid.

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13. Notices. All notices required or permitted to be given under this Declaration: (a) shall be in writing, (b) shall be deemed given when sent by a party or its attorney: (i) on the date when personally delivered, (ii) the next business day if sent by recognized overnight courier service, or (iii) the earlier of actual receipt or the third business day after being deposited in the United States Mail, certified mail, return receipt requested, postage prepaid, and in the case of delivery pursuant to clauses (ii) and (iii) above, regardless of whether refused, and (c) shall be properly addressed as follows:

To FFP:

Festival Fun Parks, LLC
4800 Kennywood Boulevard
West Mifflin, Pennsylvania 15122
Attn: Jerome P. Gibas, General Manager

and with a copy to:

Clark Hill, PLC
301 Grant Street, 14th Floor
Pittsburgh, Pennsylvania 15219
Attn: John D. Scozio, Esq.

To RTC:

Regional Trail Corporation
P.O. Box 95
West Newton, Pennsylvania 15089

Each entity or person entitled to receive notice or a copy thereof pursuant to this Declaration (“Addressee”) at any time and from time to time may change its address for notice purposes by giving notice of such change to all other Addressees in any manner specified above; provided, however, that no change of address notice shall be effective with respect to an Addressee until actually received by such Addressee.

14. Consent. Unless provision is made in this Declaration for a different time period, each response to a request by notice for an approval or consent required to be considered pursuant to this Declaration shall be given by notice by the Party to whom it is directed within ten (10) business days after its receipt thereof, provided such request clearly states that a response must be given within the aforesaid time limit. Each disapproval shall be in writing and the reasons for such disapproval shall be clearly stated. If a response is not given within the required time period, the requested Party shall be deemed to have given its approval if the original notice stated in capitalized letters that failure to respond within the applicable time period will be deemed an approval, but not otherwise.

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15. No Public Dedication. Nothing herein contained shall be deemed to be a gift or dedication of any portion of a Parcel to the general public, for the general public or for any public use or purpose whatsoever, it being the intention and understanding of the Parties hereto, and nothing contained herein shall confer upon any person, other than the Parties hereto and their successors and assigns any rights or remedies under or by reason of this Declaration.

16. Captions. The captions preceding the text of each section and subsection hereof are included only for convenience or reference and shall be disregarded in the construction and interpretation of this Declaration.

17. Entire Agreement. This Declaration represents the entire agreement between the Parties relating to the subject matter herein contained.

18. Mortgagee Protection. This Declaration, and the rights, privileges, covenants, agreements, rights and easements hereunder with respect to each Party and the Parcels shall be superior and senior to any lien placed upon the Parcels, including the lien of any mortgage or deed of trust. Notwithstanding the foregoing, no breach of this Declaration or exercise of any remedy provided in this Agreement shall defeat, render invalid, diminish or impair the lien of any mortgage or deed of trust made in good faith and for value, but the covenants and restrictions, easements and conditions herein contained shall be binding upon and effective against any owner (including any mortgagee or beneficiary under a deed of trust) of the Parcels, or any portion thereof, who acquires title thereto by foreclosure, trustee's sale, deed in lieu of foreclosure or otherwise.

19. Estoppel. Each Party agrees, within ten (10) business days following written request from any other Party, to deliver to the requesting Party an estoppel certificate which states: (a) whether this Declaration has been amended, modified or otherwise supplemented and, if so, attaching a copy of any such amendment, modification or supplement; (b) that such Party agrees to provide any person or entity that shall become an Owner, Occupant or mortgagee of an Owner or Occupant at the address actually disclosed to such Party in writing a copy of any notice given by it with respect to this Declaration; and (c) such other matters as may be reasonably acceptable to the Party executing any such certificate.

20. Governing Law. This Declaration has been executed and made in accordance with and shall be governed by the laws of the Commonwealth of Pennsylvania, and legal venue with respect to any claim hereunder for all purposes shall lie in the County where the Parcels are situate.

21. Counterparts. This Declaration may be bindingly executed in counterparts.

*[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK; SIGNATURE AND
ACKNOWLEDGEMENT PAGES ON SUCCEEDING PAGES]*

IN WITNESS WHEREOF, the Parties have executed and delivered this Declaration of Easements as of the Effective Date.

WITNESS:

FESTIVAL FUN PARKS, LLC, a Delaware limited liability company

Rebecca Jernan

By: Jerome P. Gibbs

Name: Jerome P. Gibbs

Title: General Manager

REGIONAL TRAIL CORPORATION, a Pennsylvania corporation

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the Parties have executed and delivered this Declaration of Easements as of the Effective Date.

WITNESS:

FESTIVAL FUN PARKS, LLC, a Delaware limited liability company

By: _____

Name: _____

Title: _____

REGIONAL TRAIL CORPORATION, a Pennsylvania corporation

Mary Reid

By: Andrew Baechle

Name: ANDREW BAECHE

Title: PRESIDENT RTC

221226390.8

EXHIBIT "A"

Legal Description of Parcel 1

ALL that certain parcel of land, situate in the Borough of West Mifflin, County of Allegheny and Commonwealth of Pennsylvania, being known as Parcel 1 in the Kennywood Park Consolidation Plan as recorded in the Department of Real Estate Office of Allegheny County, Pennsylvania in Plan Book Volume 288, pages 63 and 64.

BEING designated as Block and Lot No. 238-M-200 in the Tax Assessment Office of Allegheny County, Pennsylvania.

EXHIBIT "B"

Legal Description of Parcel C

ALL that certain parcel of land, situate partly in the Borough of West Mifflin and partly in the First Ward of the City of Duquesne, County of Allegheny and Commonwealth of Pennsylvania, being known as Parcel C in the Regional Trail and Union Railroad Plan, 1st Revision as recorded in the Department of Real Estate Office of Allegheny County, Pennsylvania in Plan Book Volume 263, page 125.

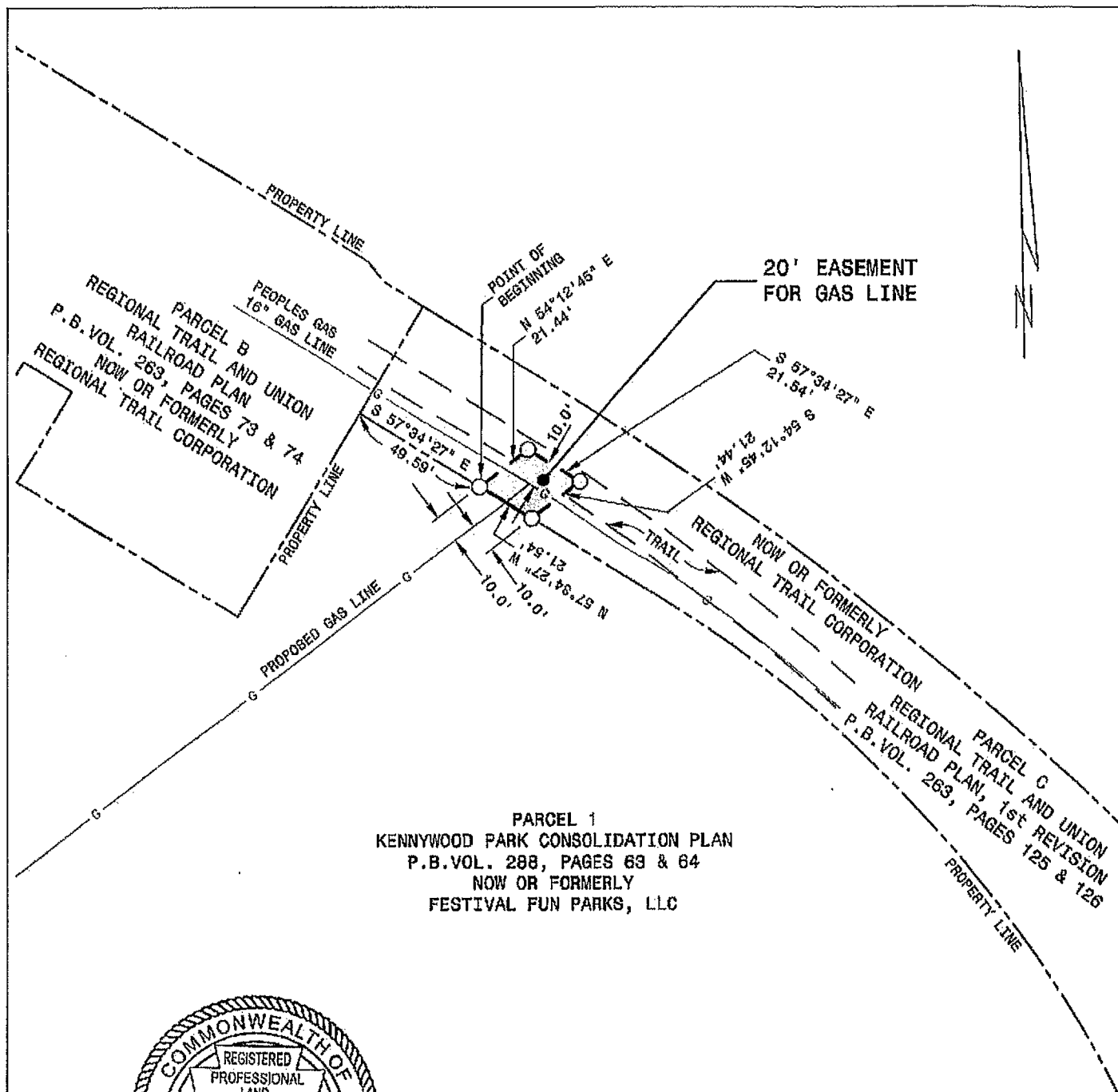
BEING designated as Block and Lot No. 303-P-99 in the Tax Assessment Office of Allegheny County, Pennsylvania.

Execution Version

EXHIBIT "C"

Easement Plan

[See attached]



PARCEL 1
KENNYWOOD PARK CONSOLIDATION PLAN
P.B.VOL. 288, PAGES 63 & 64
NOW OR FORMERLY
FESTIVAL FUN PARKS, LLC



Kevin P. Hannegan

0 25' 50' 100'

PM: K.P.H. DB: J.A.G. CB: K.P.H.



GATEWAY®

The Gateway Engineers, Inc.
Full-Service Civil Engineering & Surveying
100 McMonis Road, Pittsburgh, PA 15205
gatewayengineers.com 955-834-8284

EASEMENT FOR GAS LINE PLAN

SITUATE IN
WEST MIFFLIN BOROUGH
ALLEGHENY COUNTY, PA

MADE FOR
FESTIVAL FUN PARKS, LLC

C-1015D-0085

DATE: JAN. 8, 2019

SCALE: 1" = 50'

DWG. NO.: 102,054

Path & Filename: G:\Projects\1000010150 - Kennywood 0000 Gas Line Easement\01-Basic\Worksheet\Plan\01-
Title Date: 11/07/2018 11:56 AM Thomas J. Davis, P.L.S. Save Date: 1/8/2019 11:59 AM

Execution Version

EXHIBIT "D"

Description of Gas Line Easement Area

[See attached]

C-10150-0085

Jan. 8, 2019

EASEMENT FOR GAS LINE

All that certain easement for a gas line, 20.00 feet wide, through Parcel C in the Regional Trail and Union Railroad Plan, 1st Revision, as recorded in the Allegheny County Department of Real Estate in Plan Book Volume 263, Pages 125 and 126, situate in the Borough of West Mifflin, Allegheny County, Pennsylvania, being more particularly bound and described as follow:

Beginning at a point on the line dividing Parcel C in the Regional Trail and Union Railroad Plan, 1st Revision, as recorded in the Allegheny County Department of Real Estate in Plan Book Volume 263, Pages 125 and 126 and Parcel 1 in the Kennywood Park Consolidation Plan as recorded in the Allegheny County Department of Real Estate in Plan Book Volume 288, Pages 63 and 64, said point being S 57° 34' 27" E a distance of 49.59 feet from a point common to Parcel C in said Regional Trail and Union Railroad Plan, 1st Revision, Parcel 1 in said Kennywood Park Consolidation Plan, and Parcel B in the Regional Trail and Union Railroad Plan as recorded in the Allegheny County Department of Real Estate in Plan Book Volume 263, Pages 73 and 74; thence from said point of beginning through Parcel C in said Regional Trail and Union Railroad Plan, 1st Revision, the following three (3) courses and distances:

N 54° 12' 45" E a distance of 21.44 feet;

S 57° 34' 27" E a distance of 21.54 feet;

S 54° 12' 45" W a distance of 21.44 feet to a point on the line dividing Parcel C in said Regional Trail and Union Railroad Plan, 1st Revision, and Parcel 1 in said Kennywood Park Consolidation Plan;

thence by the line dividing Parcel C in said Regional Trail and Union Railroad Plan, 1st Revision, and Parcel 1 in said Kennywood Park Consolidation Plan N 57° 34' 27" W a distance of 21.54 feet to the point of beginning.

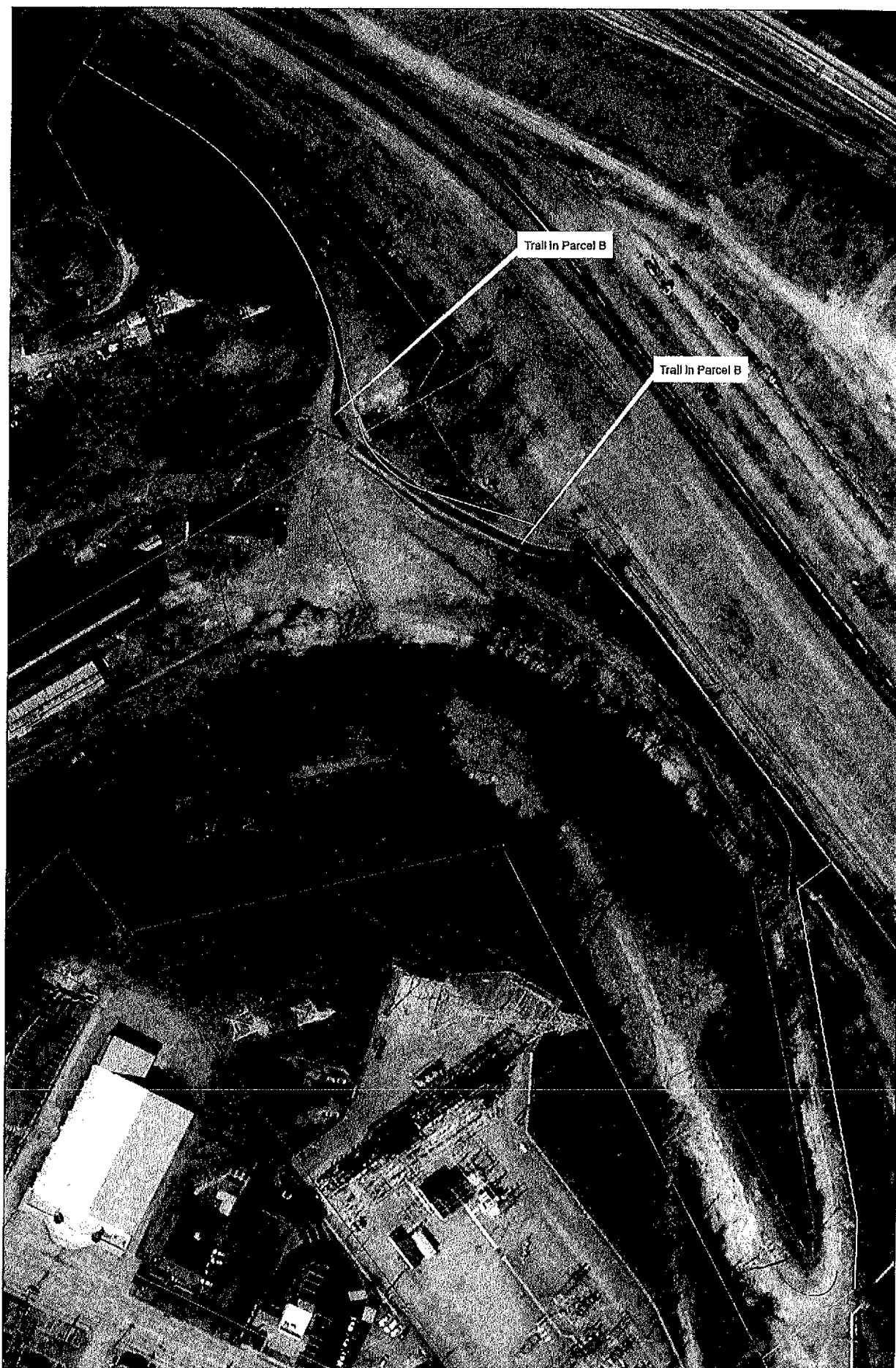
G:\Projects\10000\10150 - Kennywood\0085 Gas Line Easement\Docs\Survey\ Easement for Gas Line description.docx

Execution Version

EXHIBIT "E"

Trail Easement Plan

[See attached]



1 inch = 100 feet

Kennywood Park



Execution Version

EXHIBIT "F"

Subdivision Location Plan

[See attached]

