



Allegheny County  
Valerie McDonald Roberts  
Department of Real Estate  
Pittsburgh, PA 15219

26

Instrument Number: 2009-23387

Recorded On: September 14, 2009 As-Deed Agreement

Parties: R I D C SOUTHWESTERN PA GROWTH FD

To REGIONAL TRAIL CORP

# of Pages: 14

Comment: TRAIL EASEMENT AGRMT

\*\*\*\*\* THIS IS NOT A BILL \*\*\*\*\*

Deed Agreement	83.00
Pages > 4	9
Names > 4	0
<b>Total:</b>	<b>83.00</b>

Valerie McDonald Roberts, Manager - BLOCK AND LOT NUMBER

	<b>EASEMENT</b>
Date: 9-15-2009	Print: By: SE

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

**\*\*DO NOT REMOVE-THIS PAGE IS PART OF THE RECORDED DOCUMENT\*\***

File Information:

Record and Return To:

Document Number: 2009-23387  
 Receipt Number: 1426276  
 Recorded Date/Time: September 14, 2009 10:07:36A  
 Book-Vol/Pg: BK-DE VL-14040 PG-150  
 User / Station: M Ward - Cash Station 25

ALLEGHENY COUNTY PUBLIC WORKS DEPT  
 501 COUNTY OFFICE BLDG  
 542 FORBES AVE  
 PITTSBURGH PA 15219



Valerie McDonald Roberts, Manager  
Dan Onorato, County Executive

13

## TRAIL EASEMENT AGREEMENT

THIS TRAIL EASEMENT AGREEMENT ("this Agreement") dated as of January 28, 2009, (the "Agreement Date") is by and between RIDC SOUTHWESTERN PENNSYLVANIA GROWTH FUND, a Pennsylvania domestic not for profit corporation having the mailing address of 425 Sixth Avenue, Suite 500, Pittsburgh, PA 15219-1822 ("the undersigned "Owner") and REGIONAL TRAIL CORPORATION, a Pennsylvania domestic not for profit corporation, having the mailing address of P.O. Box 95, West Newton, PA 15089 (the "Holder").

### Article I. Background; Grant of Easement

#### 1.01 Property

The undersigned Owner is the sole owner in fee simple of the property described below (the "Property"):

Street Address:	Second and Third Wards	State:	Pennsylvania
Municipality:	City of Duquesne		
County:	Allegheny	Acreage:	Combined 1.36 acres
Parcels Identifiers:	Block & Lot 379-K-25 DBV 9169, page 508 Block & Lot 379-F-207 DBV 9169, page 508 Block & Lot 378-F-325 DBV 8237, page 59 Block & Lot 378-B-165 DBV 8237, page 59		

#### 1.02 Trail Area; Trail Plan

A certain portion of the Property (the "Trail Area") is the subject of this Agreement. The Trail Area is thirty (30) foot wide during construction (Temporary Construction Easement) and twelve (12) feet wide after construction ("Permanent Easement") and is located on the Property as shown on a survey or other graphic depiction as Exhibit "A" and the description is more specifically set forth on Exhibit "B" which are both attached hereto.

#### 1.03 Trail

A trail for use by the general public may be established in the Trail Area (the "Trail").

#### 1.04 Grant of Easement and Right-of-Way

By signing this Agreement and delivering it to Holder, the undersigned Owner, intending to be legally bound, grants and conveys to Holder an exclusive easement and right-of-way over, under, and across the Trail Area in perpetuity, for the purpose and subject to the limitations set forth in Article II and the reserved rights of Owner set forth in Article III. If the Trail ever ceases to be used for recreational purposes, the Trail shall revert back to the Owner, its successors and/or assigns.

#### 1.05 Purchase Price

The undersigned Owner acknowledge receipt of the sum of One and 00/100 (\$1.00) Dollar in consideration of the grant of easement to Holder under this Agreement.

#### 1.06 Liens and Subordination

The undersigned Owner represents to Holder that the Trail Area as of the Agreement date may or may not be free and clear of all Liens. If there are Liens, the Holder will have to obtain subordination of those liens as set forth and attached as Exhibit "C" if necessary if those liens would interfere with the use and enjoyment of the Trail by the Holder.

#### 1.07 Existing Agreements

The undersigned Owner represents to Holder that there are no easements or other servitudes affecting the Trail Area prior to the Agreement Date that would interfere with the use and enjoyment of the Trail by the Holder, other than those associated with the remediation referenced in Section 1.09, below.

**1.08 Limited Conditional Waiver**

Only in the event the Holder applies for certain grant funds from the Commonwealth of Pennsylvania, Department of Transportation for construction of the Trail Area, the Owner hereby remises, releases, quitclaims and forever discharges the Holder or any agency or political subdivision thereof or its or their employees or representative of and from all suits, damages, claims and demands which the Owner might otherwise have been entitled to assert under the provisions of the Eminent Domain Code since this conveyance of the easement is a donation so that the Trail Area may be used by the public for a public purpose.

**1.09 Environmental Remediation**

Owner is remediating the Property pursuant to the Pennsylvania Land Recycling and Environmental Remediation Standards Act, 35 P.S. §§ 6026.101 et seq. ("Act 2"). Among other things, the Property is subject to a Consent Order and Agreement between Owner and the Pennsylvania Department of Environmental Protection (the "Department"), a true and correct copy of which is attached hereto as Exhibit "D" (the "CO&A").

**Article II. Limitations**

The grant of easement under this Agreement is subject to the limitations set forth in this Article.

**2.01 Limitation on Activities and Uses**

**(a) Purpose**

The Trail Area may be used only for non-commercial recreational and open-space purposes.

**(b) Use**

Access to the Trail Area by the general public is subject to the following limitations:

- (i) The Trail may be used only for walking, bicycling and the like.
- (ii) Motorized vehicles are prohibited except in the case of emergency or in connection with the construction, maintenance, or patrol of the Trail Area or by persons confined to motor-driven wheelchairs.
- (iii) Use is limited to the hours between dawn and dusk.
- (iv) Smoking or lighting of fires is prohibited.
- (v) Consumption of alcoholic beverages is prohibited.
- (vi) Trapping or hunting is prohibited.
- (vii) Holder may impose additional reasonable limitations upon the time, place and manner of use.
- (viii) No fee may be charged for use of the Trail Area.

**(c) Disturbance**

Soil, rock, and vegetative resources may be removed, cut or otherwise disturbed only to the extent reasonably necessary to accommodate construction, maintenance and patrol of the Trail and maintenance of access to the Trail Area. When vegetative cover is removed, it must be restored as soon as reasonably feasible by replanting with grasses or native species of trees, shrubs, and plant materials.

**(d) Construction**

Prior to commencing initial construction of the Trail or relocation of more than 200 linear feet of the Trail within the Trail Area, Holder must:

- (i) Provide Owner with at least 30 days notice.
- (ii) Obtain legally binding waivers of mechanics liens from all Persons furnishing labor or materials in connection with construction.
- (iii) Obtain certificates evidencing liability insurance coverage with respect to Holder and all Persons entering the Property for the purpose of construction and naming the Owner as an additional insured.
- (iv) Obtain, at Holder's cost and expense, all permits and approvals required for the construction.

**(e) Maintenance**

- (i) Upon the completion of the construction of the Trail Area by the Holder, at the Holder's sole cost and expense, the Holder shall have the obligation to maintain the Trail Right of Way by preparing, replacing, reconstructing, improving, updating, preserving, sustaining, restoring, physically protecting and undertaking such actions as may be required from time to time to insure the safety and serviceability of the trendway surface, facilities and structures necessary for the utilization of the trail surface within the Trail Right of Way.
- (ii) Owner shall continue to be responsible for daily maintenance of the area and necessary landscaping outside of the Trail Area and to address obstructions that may arise from vehicular use of its property in conjunction with the Trail Right of Way.
- (iii) In the event that the Holder does not so maintain the surface within the Trail Right of Way, Owner shall have the right, but not the obligation, to maintain the trail as it deems appropriate and to submit an invoice to the Holder for such costs, which the Holder shall promptly pay to the Owner.

**2.02 Limitation on Improvements**

Improvements within the Trail Area are limited to the following:

**(a) Trail**

- (i) The Trail, including railings and other trail surface structures as well as bridges and culverts for traversing wet areas within the Trail Area.
- (ii) The Trail may not exceed 12 feet in width.
- (iii) The Trail may be covered, if at all, by wood chips, gravel, or other porous surface, or paved or covered with other material as may be required by Applicable Law.

**(b) Accessory Facilities**

- (i) A reasonable number of benches, picnic tables, wastebaskets and bicycle racks.
- (ii) Signs to mark the Trail and provide information regarding applicable time, place, and manner restrictions.
- (iii) Signs for interpretive purposes and to indicate the interest of Holder in the Trail Area.
- (iv) Fencing, gates and barriers:
  - 1. Holder will fill in the gap in the wall along the trail in Duquesne.
  - 2. This entire trail segment will be separated by fencing from adjacent property of the Owner.
  - 3. The fencing will be at least 6 feet tall.
  - 4. Fencing will be installed by June 30, 2009 on sections of trail completed by this date. Fencing will be installed before opening any other trail sections for use, subject to extension by mutual agreement of the parties.
  - 5. In the event Owner needs to remove all or any portion of the wall in Duquesne for development of their property, or due to deterioration of the wall, Holder will replace the removed wall with fencing.

**2.03 No Expense to Owner**

Owner is not responsible for costs associated with construction and maintenance of improvements in the Trail Area except for improvements resulting from Owner's exercising a reserved right. Holder must promptly pay as and when due all costs and expenses incurred in connection with construction and maintenance.

**2.04 Environmental**

Holder shall ensure that all activities on the Trail Area, including without limitation any disturbance, construction, maintenance, and/or improvements, are conducted in accordance with Act 2, the CO&A, and any documents approved by the Department pursuant thereto and applicable to the Trail Area. Among other things, Holder shall ensure that the Trail Area is in compliance with any "Control" approved by the Department pursuant to Owner's remediation of the Property and applicable to the Trail Area, as that term is defined in Act 2, and any Department-approved Trail Construction Plan.

### **Article III. Reserved Rights of Owners**

The easement granted to Holder under this Agreement is exclusive. This means that Owner has no rights to enter or use the Trail Area except to exercise rights accorded to the general public and except as provided in this Article.

Owner reserves the following rights:

#### **3.01 Owner Access**

Owner may enter the Trail Area by foot at any time except when construction and maintenance activities could present a danger.

#### **3.02 Mitigating Risk**

Owner may cut trees or otherwise disturb resources only to the extent reasonably prudent to remove or mitigate against an unreasonable risk of harm to Persons on or about the Trail Area; however, Owner does not assume any responsibility or liability to the general public for failing to do so.

#### **3.03 Environmental Reservation**

Owner reserves and retains for itself, its successors and assigns, the right to enter, occupy or use the Trail Area for purposes of conducting remediation pursuant to Act 2 and/or to ensure compliance with the CO&A and/or any Department-approved document regarding the remediation, including without limitation the right of access by the Department to the Trail Area.

### **Article IV. Miscellaneous**

#### **4.01 Indemnity**

Holder must indemnify and defend Owner against all Losses and Litigation Expenses resulting from property damage and/or personal injuries that occur or are alleged to occur as a result of Holder's installation or maintenance of the Trail or Trail Area, except to the extent caused by the negligent or wrongful acts or omissions of Owner. The word "Losses" means any liability, loss, claim, settlement payment, cost and expense, interest, award, judgment, damages (including punitive damages), diminution in value, fines, fees, and penalties or other charge other than a Litigation Expense. The term "Litigation Expenses" means any court filing fee, court cost, arbitration fee or cost, witness fee, and each other fee and cost of investigating and defending or asserting any claim of violation or for indemnification under this Agreement including in each case, attorneys' fees, other professionals' fees, and disbursements.

#### **4.02 Recreation Use of Land and Water Act**

This Agreement is intended to be interpreted so as to convey to Owner and Holder all of the protections from liability provided by the Pennsylvania Recreation Use of Land and Water Act, 68 P.S. §477-1 et seq., as amended through the applicable date of reference, or any other Applicable Law that provides immunity or limitation of liability for owners or possessors who make property available to the public for recreational purposes.

#### **4.03 Amendment**

Any amendment of this Agreement must be in writing, signed by Owner and Holder, and recorded in the Public Records.

#### **4.04 Governing Law**

The laws of the Commonwealth of Pennsylvania govern this Agreement.

#### **4.05 Assignment and Transfer**

Owner or Holder may assign or otherwise transfer any of their respective rights or duties under this Agreement voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of law or any other manner with all assignees being obligated to the terms hereof.

#### **4.06 Severability**

If any provision of this Agreement is determined to be invalid, illegal or unenforceable, the remaining provisions of this Agreement remain valid, binding, and enforceable. To the extent permitted by Applicable Law, the parties waive any provision of Applicable Law that renders any provision of this Agreement invalid, illegal, or unenforceable in any respect. Provided, however, that this Agreement shall not remain valid,

binding, and enforceable if any provision relating to remediation of the Property pursuant to Act 2 is determined to be invalid, illegal or unenforceable.

**4.07 Entire Agreement**

This is the entire agreement of Owner and Holder pertaining to the subject matter of this Agreement. The terms of this Agreement supersede in full all prior statements and writings between Owner and Holder.

**4.08 Definitions of Capitalized Terms**

This section contains definitions of capitalized terms used but not defined elsewhere in the Agreement.

- (i) "Applicable Law" means any federal, state, or local laws, statutes, codes, ordinances, standards, and regulations applicable to the Trail, the Trail Area, or this Agreement, as amended through the applicable date of reference.
- (ii) "Owner" means the undersigned Owner and all Persons after them who hold any interest in all or any part of the Trail Area.
- (iii) "Person" means an individual, organization, trust, or other entity.
- (iv) "Public Records" means the public records of the Office for the Recording of Deeds in and for the county in which the Trail Area is located.
- (v) "Qualified Organization" means a governmental or non-profit entity that (a) has a perpetual existence; (b) is established as a public charity for the purpose of preserving and conserving natural resources, natural habitats, environmentally sensitive areas and other charitable, scientific and educational purposes; (c) meets the criteria of a qualified organization under C.F.R. §1.170A-14(c)(1) as amended through the applicable date of reference; and (d) is duly authorized to acquire and hold trail easements under Applicable Law.

**4.09 Incorporation by Reference**

The following items are incorporated into this Agreement by means of this reference:

- The legal description of the Trail Area attached as Exhibit "A"
- The Trail survey attached as Exhibit "B"
- The Mortgage Subordination Agreement attached as Exhibit "C", if applicable
- Consent Order and Agreement attached as Exhibit "D"

**4.10 Effective Date**

- This Agreement shall be effective upon the later of: (1) the Agreement Date; or (2) execution by the Department and Owner of an amendment to the CO&A authorizing the construction of a hiking/biking trail on the Property and the Department approval of a Trail Construction Plan for the Trail.

INTENDING TO BE LEGALLY BOUND, the undersigned Owner and Holder, by their respective duly authorized representatives, have signed and delivered this Agreement as of the Agreement Date.

Witness/Attest:  
Colleen B. Proulx

RIDC SOUTHWESTERN PENNSYLVANIA GROWTH FUND

By: Donald F. Smith, Jr.  
Name of signatory: Donald F. Smith, Jr.  
Title of signatory: President

Witness/Attest:  
\_\_\_\_\_

REGIONAL TRAIL CORPORATION

By: Henriette Hazley  
Name of signatory: Henriette Hazley  
Title of signatory: President

COMMONWEALTH OF PENNSYLVANIA :  
: SS  
COUNTY OF Allegheny :

ON THIS 28<sup>th</sup> DAY of JANUARY, 2009, before me, the undersigned officer, personally appeared Donald F. Smith, who acknowledged himself/herself to be the President of RIDC SOUTHWESTERN PENNSYLVANIA GROWTH FUND, a Pennsylvania domestic not for profit corporation, and that 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 her/him as such officer.

COMMONWEALTH OF PENNSYLVANIA  
IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notarial Seal  
Heather H. Tillman, Notary Public  
City Of Pittsburgh, Allegheny County  
My Commission Expires May 19, 2010  
Member, Pennsylvania Association of Notaries

Heather H. Tillman, Notary Public  
Print Name: Heather H. Tillman

COMMONWEALTH OF PENNSYLVANIA :  
: SS  
COUNTY OF ALLEGHENY :

ON THIS 9 DAY of SEPTEMBER, 2009, before me, the undersigned officer, personally appeared HANNAH HANCOCK, who acknowledged himself/herself to be the PRESIDENT of REGIONAL TRAIL CORPORATION, a Pennsylvania domestic not for profit corporation, and that 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 her/him as such officer.

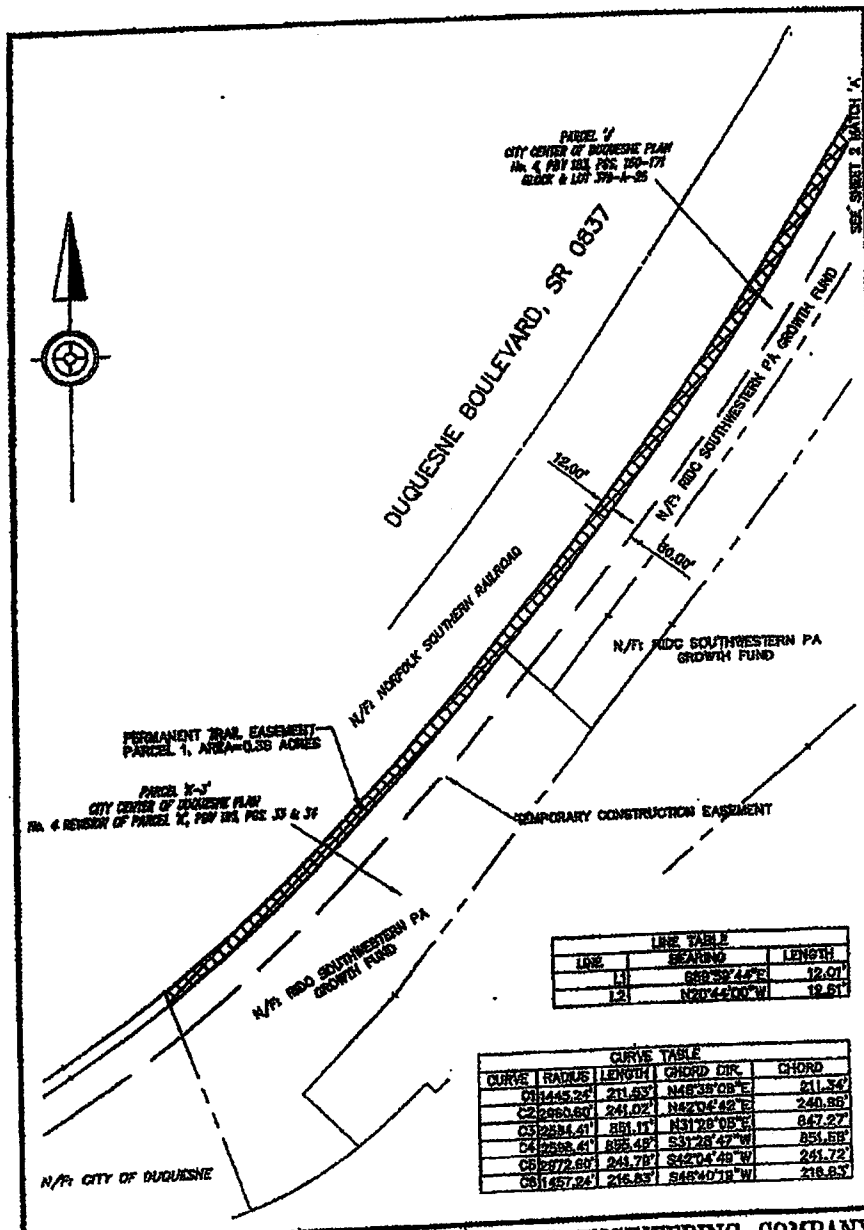
IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Thomas J. Lennon, Notary Public  
Print Name: THOMAS J. LENNON

RealEstate\RTCTrailEasementAgreement\Revised1-14-09doc

COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Thomas J. Lennon, Notary Public  
Moon Twp., Allegheny County  
My Commission Expires May 4, 2010  
Member, Pennsylvania Association of Notaries

Return to Dave Wright  
Allegheny County Public Works Dept  
501 County Office Bldg  
542 Forbes Ave  
Pittsburgh, PA 15219



LINE TABLE

LINE	BEARING	LENGTH
1.1	S89°28'43"E	12.01'
1.2	N20°44'00"W	18.61'

CURVE TABLE

CURVE	RADIUS	LENGTH	CHORD DIR.	CHORD
C1	1445.24'	211.63'	N45°38'08"E	211.34'
C2	2660.80'	241.02'	N42°04'42"E	240.88'
C3	2284.41'	881.11'	N31°28'05"E	847.27'
C4	2268.41'	885.42'	S31°28'47"W	851.58'
C5	2372.80'	241.78'	S42°04'48"W	241.72'
C6	1457.24'	216.83'	S45°40'18"W	216.83'

RIDG SOUTHWESTERN PENNSYLVANIA  
GROWTH FUND  
TRAIL EASEMENT  
SITUATE IN SECOND & THIRD WARDS,  
CITY OF DUQUESNE,  
ALLEGHENY COUNTY, PA.

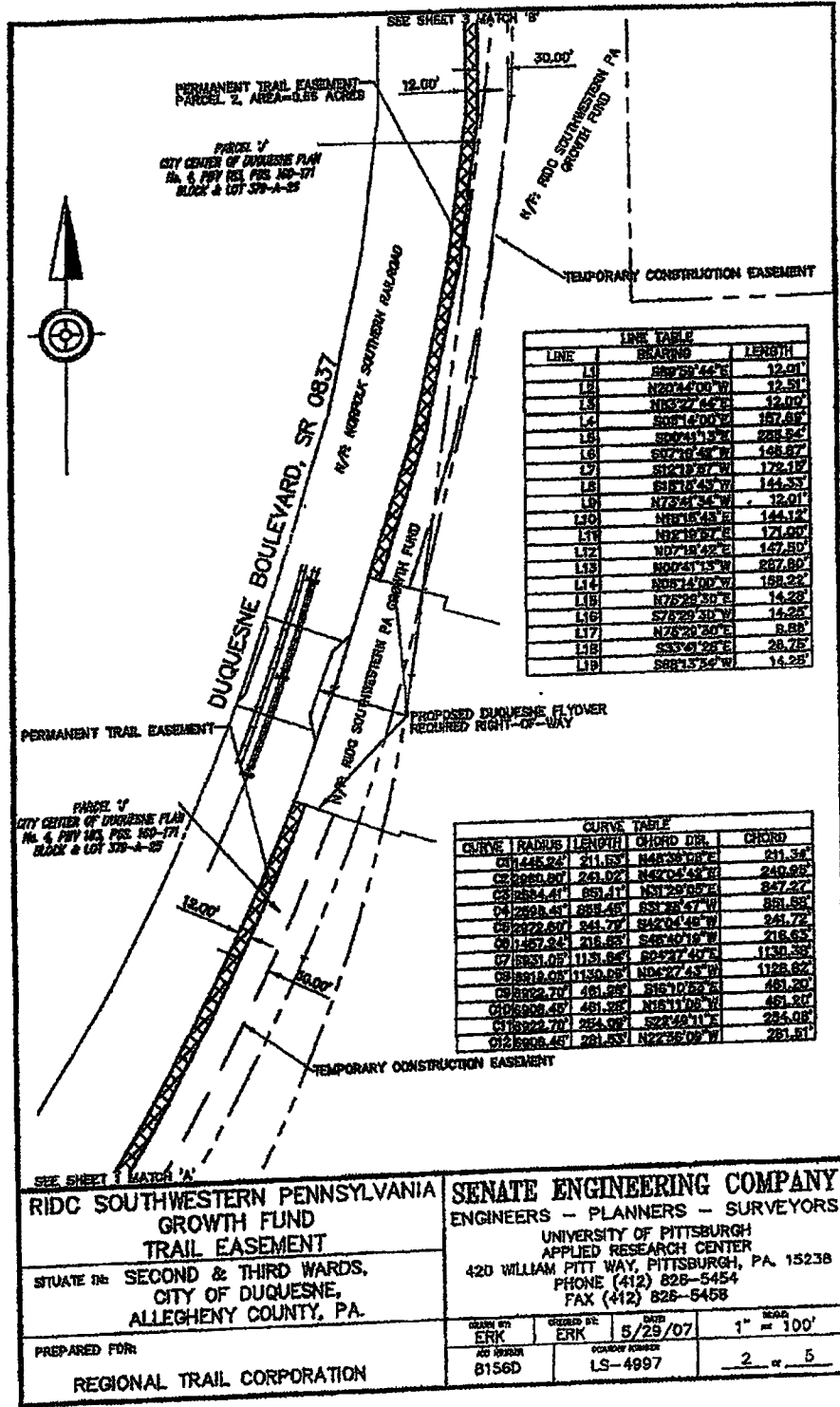
PREPARED FOR:  
REGIONAL TRAIL CORPORATION

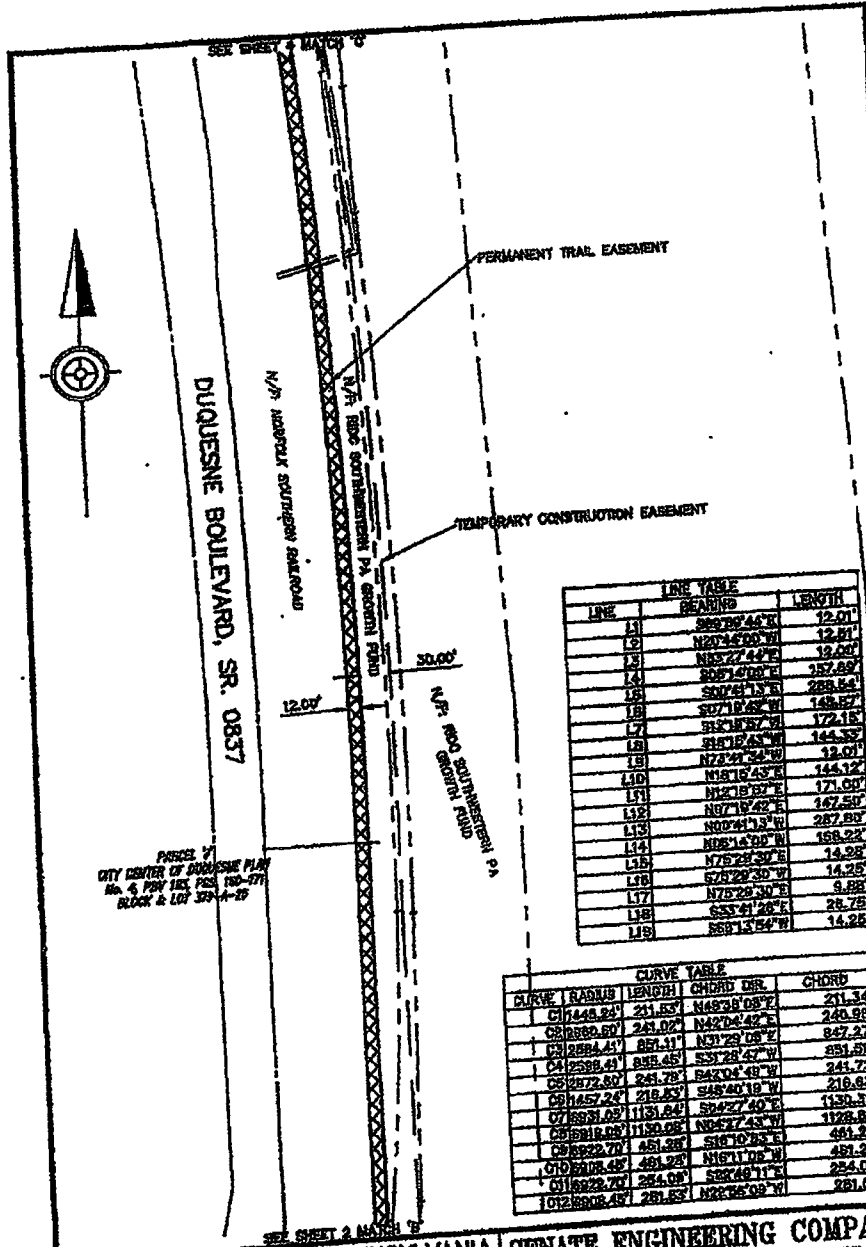
SENATE ENGINEERING COMPANY  
ENGINEERS - PLANNERS - SURVEYORS  
UNIVERSITY OF PITTSBURGH  
APPLIED RESEARCH CENTER  
420 WILLIAM PITT WAY, PITTSBURGH, PA. 15238  
PHONE (412) 828-5454  
FAX (412) 828-5458

DATE ON ERK	REVISION ERK	DATE 5/29/07	SCALE 1" = 100'
JOB NUMBER 8156D	DRAWING NUMBER LS-4897	SHEET NUMBER 1 of 5	

EXHIBIT  
"A"







**LINE TABLE**

LINE	BEARING	LENGTH
11	S88°28'44\" E	12.01'
12	N23°14'00\" W	12.81'
13	N82°22'44\" E	13.00'
14	S05°14'00\" W	157.88'
15	S00°24'18\" N	288.84'
16	S07°18'42\" W	148.87'
17	S87°18'42\" W	172.18'
18	S87°18'42\" W	144.38'
19	N72°21'34\" W	144.12'
20	N18°16'43\" E	171.60'
21	N12°18'32\" E	147.50'
22	N07°18'42\" E	287.80'
23	N00°04'18\" W	168.22'
24	N88°14'30\" N	14.28'
25	N76°28'30\" E	14.28'
26	S75°28'30\" W	9.88'
27	N75°28'30\" E	28.75'
28	S53°41'28\" E	14.28'
29	S89°13'54\" W	14.28'

**CURVE TABLE**

CURVE	RADIUS	LENGTH	CHORD DIR.	CHORD
C1	1448.84'	211.83'	N48°38'08\" E	211.34'
C2	1880.60'	241.82'	N42°04'42\" E	240.88'
C3	2884.41'	351.11'	N31°28'08\" E	347.27'
C4	2888.41'	388.45'	S31°28'42\" W	381.88'
C5	2872.50'	348.78'	S45°04'18\" W	341.72'
C6	1457.24'	216.83'	S45°04'18\" W	216.83'
C7	8831.02'	1131.84'	S94°27'40\" E	1128.82'
C8	8816.02'	1130.08'	N04°27'40\" W	1128.82'
C9	8822.70'	481.88'	S18°10'38\" E	481.20'
C10	8822.70'	481.28'	N18°10'38\" W	481.20'
C11	8822.70'	284.00'	S22°48'11\" E	284.00'
C12	8822.70'	281.83'	N22°48'09\" W	281.61'

**SENATE ENGINEERING COMPANY**  
ENGINEERS - PLANNERS - SURVEYORS  
UNIVERSITY OF PITTSBURGH  
APPLIED RESEARCH CENTER  
420 WILLIAM PITT WAY, PITTSBURGH, PA. 15238  
PHONE (412) 828-5454  
FAX (412) 828-5458

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**TRAIL EASEMENT**

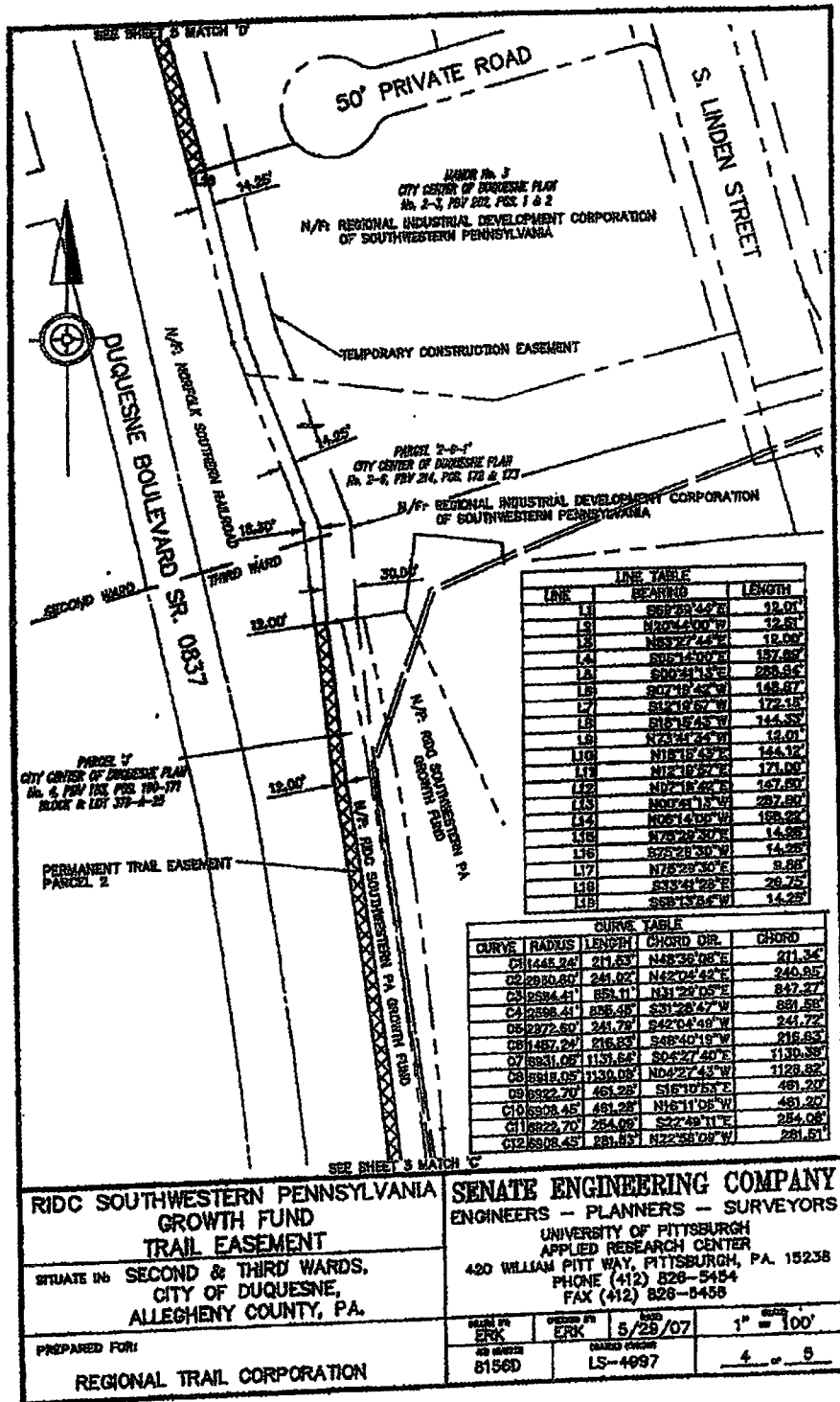
SITUATE IN: SECOND & THIRD WARDS,  
CITY OF DUQUESNE,  
ALLEGHENY COUNTY, PA.

PREPARED FOR:  
**REGIONAL TRAIL CORPORATION**

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DESIGNED BY: ERK  
CHECKED BY: ERK  
DATE: 6/28/07  
SCALE: 1" = 100'

NO. 6156D  
PROJECT NO.: 1S-4897  
SHEET NO.: 3 OF 5



LINE TABLE

LINE	BEARING	LENGTH
L1	S87°29'42"E	12.00'
L2	N82°04'00"W	12.63'
L3	N83°27'44"E	12.00'
L4	S85°45'00"E	187.66'
L5	S00°24'15"E	288.94'
L6	S07°18'42"W	148.87'
L7	S12°18'57"W	172.18'
L8	S15°18'42"W	144.33'
L9	N23°34'24"W	12.00'
L10	N18°18'42"E	144.12'
L11	N12°18'57"E	171.00'
L12	N07°18'42"E	167.80'
L13	N00°24'15"W	287.80'
L14	N05°14'00"W	188.82'
L15	N75°29'30"E	14.88'
L16	S25°29'30"W	14.88'
L17	N78°28'30"E	9.88'
L18	S33°24'28"E	26.75'
L19	S88°13'45"W	14.28'

CURVE TABLE

CURVE	RADIUS	LENGTH	CHORD DIR.	CHORD
C1	1448.24'	211.63'	N48°38'06"E	211.34'
C2	2990.50'	241.62'	N42°04'42"E	243.85'
C3	2584.41'	353.11'	N31°28'05"E	347.37'
C4	2588.41'	355.48'	S31°28'47"W	351.58'
C5	2972.50'	241.70'	S42°04'48"W	241.72'
C6	1487.24'	216.83'	S48°40'19"W	218.65'
C7	8831.05'	1131.62'	S0°27'40"E	1130.38'
C8	8818.05'	1130.08'	ND4°27'42"E	1129.82'
C9	8822.70'	461.28'	S16°10'54"E	461.20'
C10	8808.45'	461.28'	N16°11'05"W	461.20'
C11	8822.70'	284.08'	S22°49'11"E	284.08'
C12	8808.45'	281.63'	N22°58'08"W	281.61'

**RIDC SOUTHWESTERN PENNSYLVANIA GROWTH FUND TRAIL EASEMENT**

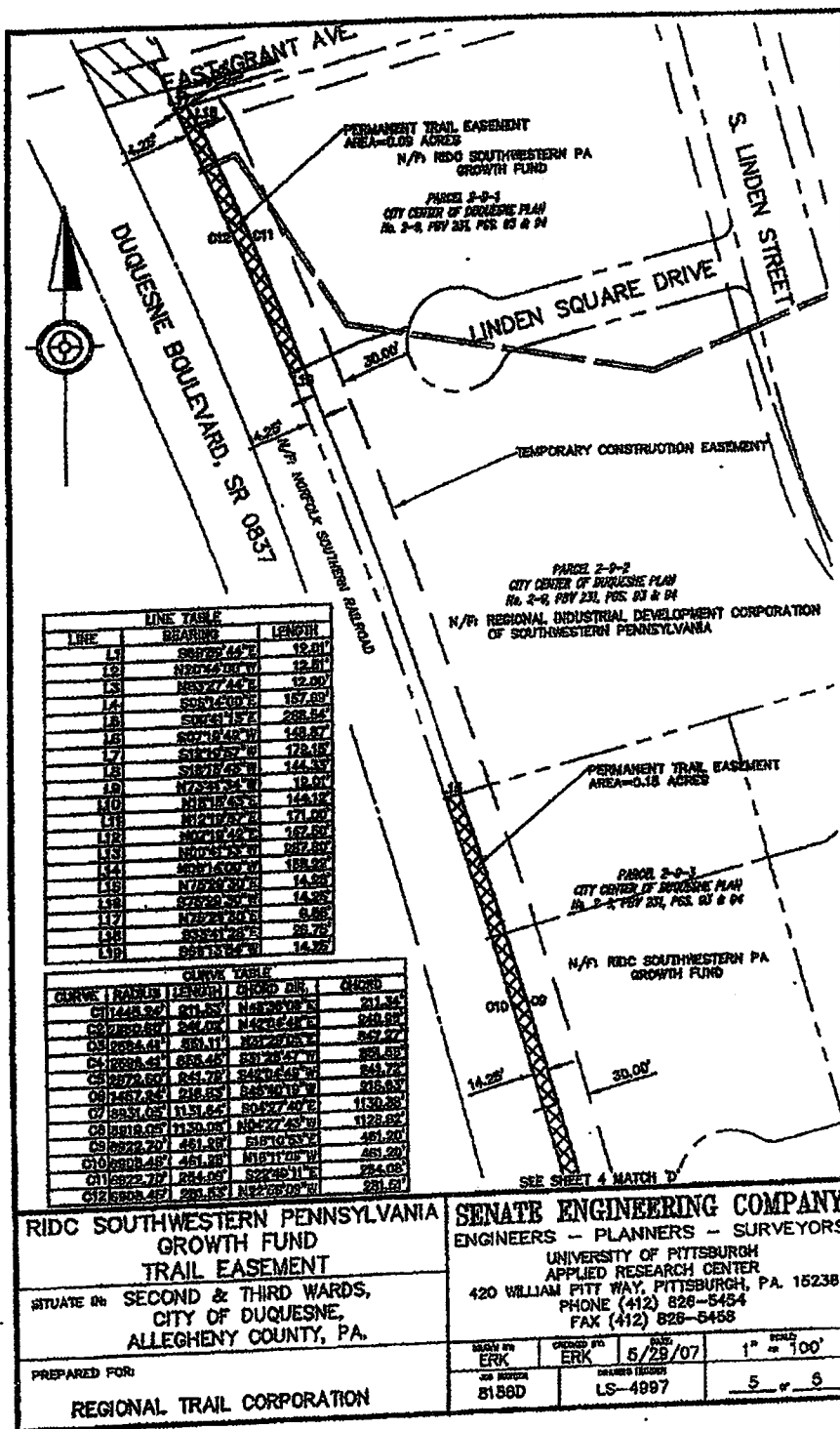
SITUATE IN SECOND & THIRD WARDS, CITY OF DUQUESNE, ALLEGHENY COUNTY, PA.

PREPARED FOR: REGIONAL TRAIL CORPORATION

**SENATE ENGINEERING COMPANY**  
 ENGINEERS - PLANNERS - SURVEYORS

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 PHONE (412) 828-5454  
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DATE: 5/29/07  
 SCALE: 1" = 100'  
 SHEET NO: 8156D  
 DRAWING NO: LS-4997  
 OF: 4 OF 9



RIDC SOUTHWESTERN PENNSYLVANIA  
GROWTH FUND  
TRAIL EASEMENT

SITUATE IN SECOND & THIRD WARDS,  
CITY OF DUQUESNE,  
ALLEGHENY COUNTY, PA.

PREPARED FOR:  
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PHONE (412) 828-5454  
FAX (412) 828-5458

DRAWN BY: ERK  
CHECKED BY: ERK  
DATE: 5/28/07  
SCALE: 1" = 100'

JOB NUMBER: 8186D  
DRAWING NUMBER: LS-4997  
SHEET: 5 OF 6

## EXHIBIT "B"

Regional Trail Corporation  
 Permanent Trail Easement through Parcel 'J' & Parcel 'K-3', from:  
 RIDC SOUTHWESTERN PENNSYLVANIA Growth Fund

December 1, 2008

## Parcel No. 1

Beginning at a point, said point being at the intersection of the easterly right-of-way line of N/F: Norfolk Southern Railroad with the southerly line of Parcel 'K-3'; thence by the following 3 lines along the easterly right-of-way line of N/F: Norfolk Southern Railroad: (1) By an arc of a circle curving to the left having a radius of 1445.24' an arc distance of 211.53' subtended by a chord N48°36'08"E 211.34' to a point, (2) By an arc of a circle curving to the left having a radius of 2960.60' an arc distance of 241.02' subtended by a chord N42°04'42"E 240.95' to a point, (3) by an arc of a circle curving to the left having a radius of 2584.41' an arc distance of 851.11' subtended by a chord N31°29'05"E 847.27' to a point; thence along the southerly line of the required right-of-way line of the Proposed Duquesne Flyover S69°59'44"E a distance of 12.01' to a point; thence by the following 3 lines through Parcel 'J' in the City Center of Duquesne Plan No. 4 recorded in Plan Book Volume 183, pages 160-171 and Parcel 'K-3' in the City Center of Duquesne Plan No. 4 Revision of Parcel 'K' recorded in Plan Book Volume 193, pages 33 & 34: (1) by an arc of a circle curving to the right having a radius of 2596.41' an arc distance of 855.45' subtended by a chord S31°28'47"W 851.58' to a point, (2) by an arc curving to the right having a radius of 2972.60' an arc distance of 241.79' subtended by a chord S42°04'49"W 241.72' to a point, (3) by an arc of a circle curving to the right having a radius 1457.24' an arc distance of 216.83' subtended by a chord S48°40'19"W 216.63' to a point on the southerly line of lands of Parcel 'K-3' and the northerly line of lands of N/F: City of Duquesne; thence along the southerly line of lands of Parcel 'K-3' and the northerly line of lands of N/F: City of Duquesne N20°44'00"W a distance of 12.51' to a point on the easterly right-of-way line of N/F: Norfolk Southern Railroad, being at the point of beginning.

Containing: 0.56 Acres

Also, including a 30' Temporary Construction Easement east of the Permanent Trail Easement. Said Temporary Construction Easement only to be in effect for the initial construction of the Trail.

Block & Lot 379-K-25, 379-F-207, DBV 9169 page 508

Regional Trail Corporation  
 Permanent Trail Easement through Parcel 'J', from:  
 RIDC Southwestern PA Growth Fund

## Parcel No. 2

Beginning at a point, said point being at the intersection of the easterly right-of-way line of N/F: Norfolk Southern Railroad with the northerly line of lands of Parcel 'J' in the City Center of Duquesne Plan No. 4 recorded in Plan Book Volume 183, pages 160-171; thence along the northerly line of lands of Parcel 'J' N83°27'44"E a distance of 12.00' to a point; thence by the following 6 lines through Parcel 'J': (1) S06°14'00"E a distance of 157.69' to a point, (2) by an arc of a circle curving to the right having a radius of 6931.05' an arc distance of 1131.64' subtended by a chord S04°27'43"E 1130.38' to a point, (3) S00°41'13"E a distance of 288.54' to a point, (4) S07°19'42"W a distance of 148.87' to a point, (5) S12°19'57"W a distance of 172.15' to a point, (6) S18°15'43"W a distance of 144.33' to a point on the northerly line of the required right-of-way line of the Proposed Duquesne Flyover; thence along the northerly line of the required right-of-way line of the Proposed Duquesne Flyover N73°41'34"W a distance of 12.01' to a point on the easterly right-of-way line of N/F: Norfolk Southern Railroad; thence by the following 6 lines along the easterly right-of-way line of N/F: Norfolk Southern Railroad: (1) N18°15'43"E a distance of 144.12' to a point, (2) N12°19'57"E a distance of 171.00' to a point, (3) N07°19'42"E a distance of 147.50' to a point, (4) N00°41'13"W a distance of 287.80' to a point, (5) by an arc of a circle curving to the left having a radius of 6919.05' an arc distance of 1130.08' subtended by a chord N04°27'43"W 1128.82' to a point, (6) N06°14'00"W a distance of 158.22' to a point, being at the point of beginning.

Containing: 0.56 Acres

Also, including a 30' Temporary Construction Easement east of the Permanent Trail Easement. Said Temporary Construction Easement only to be in effect for the initial construction of the Trail.

Block & Lot 379-F-207, DBV 9169 page 508

Regional Trail Corporation  
Permanent Trail Easement through Parcel '2-9-3', from:  
RIDC Southwestern PA Growth Fund

**Parcel No. 3**

Beginning at a point, said point being at the intersection of the easterly right-of-way line of N/F: Norfolk Southern Railroad with the northerly line of lands of Parcel '2-9-3' in the City Center of Duquesne Plan No. 2-9 recorded in Plan Book Volume 231, pages 93 & 94; thence along the northerly line of lands of Parcel '2-9-3' N75°29'30"E a distance of 14.28' to a point; thence through Parcel 2-9-3 by an arc of a circle curving to the right having a radius of 6922.70' an arc distance of 461.28' subtended by a chord S16°10'53"E 461.20' to a point on the southerly line of lands of Parcel 2-9-3; thence along the southerly line of lands of Parcel 2-9-3 S75°29'30"W a distance of 14.25' to a point on the easterly right-of-way line of N/F: Norfolk Southern Railroad; thence along the easterly right-of-way line of N/F: Norfolk Southern Railroad by an arc of a circle curving to the right having a radius of 6908.45' an arc distance of 461.28' subtended by a chord N16°11'06"W 461.20' to a point, being at the point of beginning.

Containing: 0.15 Acres

Also, including a 30' Temporary Construction Easement east of the Permanent Trail Easement. Said Temporary Construction Easement only to be in effect for the initial construction of the Trail.

Block & Lot 378-F-325, DBV 8237 page 59

Regional Trail Corporation  
Permanent Trail Easement through Parcel '2-9-1', from:  
RIDC Southwestern PA Growth Fund

**Parcel No. 4**

Beginning at a point said point being located at the intersection of the easterly right-of-way line of N/F: Norfolk Southern Railroad with the southerly right-of-way line of East Grant Avenue 100' R/W; thence along the southerly right-of-way line of East Grant Avenue 100' R/W N75°29'30"E a distance of 9.88' to a point; thence by the by the following 2 line through Parcel 2-9-1 in the City Center of Duquesne Plan No. 2-9 recorded in Plan Book Volume 231, pages 93 & 94: (1) S33°41'28"E a distance of 26.75' to a point, (2) by an arc of a circle curving to the right having a radius of 6922.70' an arc distance of 254.09' subtended by a chord S22°49'11"E 254.08' to a point on the southerly line of lands of Parcel 2-9-1; thence along the southerly line of lands of Parcel 2-9-1 S68°13'54"W a distance of 14.25' to a point on the easterly right-of-way line of N/F: Norfolk Southern Railroad; thence along the easterly right-of-way line of N/F: Norfolk Southern Railroad by an arc of a circle curving to the left having a radius of 6908.45' an arc distance of 281.53' subtended by a chord N22°56'09"W 281.51' to a point, being at the point of beginning.

Containing: 0.09 Acres

Also, including a 30' Temporary Construction Easement east of the Permanent Trail Easement. Said Temporary Construction Easement only to be in effect for the initial construction of the Trail.

Block & Lot 378-B-165, DBV 8237 page 59

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