



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

Instrument Number: 2012-20099

BK-DE VL-14969 PG-484

Recorded On: August 03, 2012

As-Deed Agreement

Parties: FESTIVAL FUN PARKS L L C

To ALLEGHENY COUNTY PA

of Pages: 26

Comment:

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

Deed Agreement 120.50
Pages > 4 21
Names > 4 0
Total: 120.50

Realty Transfer Stamp

Department of Real Estate Stamp

<p>Affidavit Attached-No NOT A DEED OF TRANSFER</p> <p style="text-align: right;">EXEMPT</p> <p style="text-align: right;">Value 0.00</p>	<p>Certified On/By-> 08-03-2012 / S B</p> <p>NOT A DEED OF TRANSFER</p>
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2012 AUG 10 AM 10:30
ALLEGHENY COUNTY
DEPARTMENT OF
PUBLIC WORKS

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: 2012-20099
Receipt Number: 2151111
Recorded Date/Time: August 03, 2012 02:22:10P
Book-Vol/Pg: BK-DE VL-14969 PG-484
User / Station: J Clark - Cash Station 22

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



Valerie McDonald Roberts, Manager
Rich Fitzgerald, County Executive

140702

Tax Parcel(s): PARCEL 24-1
THE WATERFRONT PLAN No. 24
P.B.V 251 PG. 188-190

NOW OR FORMERLY
SANDCASTLE OF
PENNSYLVANIA, L.P.
BLOCK 90-N LOT 50

Return to David Wright
Allegheny County Public Works Dept
501 County Office Bldg.
542 Forbes Avenue
Pittsburgh, PA 15219

CORRECTIVE TRAIL EASEMENT AGREEMENT

THIS TRAIL EASEMENT AGREEMENT ("this Agreement") dated as of March 30th, 2012 (the "Agreement Date") is by and between Festival Fun Parks, LLC (the "Owner" and Allegheny County, PA (the "Holder").

WHEREAS, the Pennsylvania Recreational Use of Land and Water Act, 68 P.S. §477-4 and §477-6, provides for certain immunities for property owners who permit the public to utilize their property for recreational purposes.

WHEREAS, the Owner and Holder agree to nullify and void their previous Trail Easement Agreement dated July 13, 2010 and recorded October 13, 2010 in Allegheny County Department of Real Estate in Deed Book Volume 14403, Page 571 upon recording of this Agreement in the Allegheny County Department of Real Estate.

WHEREAS, the Corrective Trail Easement Agreement includes an additional length traversing the full length of the Park and corrective width to accommodate the vehicular barrier area as shown in Exhibit "B," the "Easement Plan."

WHEREAS, the Corrective Trail Easement Agreement area containing (.9983 AC) more or less replaces the previously recorded Easement Agreement area of (.5143 AC) more or less.

NOW, THEREFORE, the parties hereto in consideration of mutual covenants contained herein and intending to be legally bound hereby, do covenant and agree as follows:

Article I. Background

1.01 Property

The undersigned Owner are the sole owners in fee simple of the property identified below and more fully described in Exhibit "A" (the "Property"). SEE EXHIBIT A

FESTIVAL FUN PARKS, LLC (DBA SANDCASTLE)
1000 SANDCASTLE DRIVE
HOMESTEAD, PA 15120-1084
ALLEGHENY COUNTY, PENNSYLVANIA

1.02 Easement Area

The portion of the Property that is subject to this Agreement (the "Easement Area") is shown on the plan attached as Exhibit "B" (the "Easement Plan"). SEE EXHIBIT B. In addition, a geometric plan is attached as Exhibit "C" detailing the geometric widths of the easement. SEE EXHIBIT C AND SUMMARY.

1.03 Purposes

The purposes of this Agreement are to set forth the terms under which the Trail Facilities described in Article II can be established and maintained for activities and uses by the general public described in Article III.

1.04 Consideration

The undersigned Owner acknowledge receipt of the sum of \$1.00 in consideration of the grant of easement to Holder under this Agreement.

Article II. Grant of Easement for Trail Facilities

2.01 Grant

The undersigned Owner, intending to be legally bound, grant and convey to Holder the perpetual right to create the Trail identified below; to enter the Easement Area at any time to construct, install, maintain and repair any one or more of the items (collectively, with the Trail, the "Trail Facilities") described in paragraph (a) of this section; and, subject to the prior written consent of Owners, those described in paragraph (b) of this section.

(a) Trail Facilities

- (i) A trail, as dimensioned in Exhibit B (collectively, the "Trail"), the width of which shall not exceed 10 feet.
- (ii) Signs to mark the Trail, to provide information related to the Trail and for interpretive purposes.
- (iii) Fencing, gates, and barriers to control access (with the reasonable, good faith consultation and pre-approval of Owners, not to be unreasonably withheld, conditioned or delayed). Also includes areas for swinging gates.
- (iv) Holders will provide access from the trail into Sandcastle Park at mutually agreeable spots.
- (v.) Surface drainage and drainage facilities.

(b) Trail Facilities Requiring Prior Written Consent of Owners

Benches, picnic tables, wastebaskets, and bicycle racks.

(c) Temporary Construction Easements

Owner agree to grant to Holder temporary construction easements located at mutually agreed upon locations and areas, and at mutually agreeable times, in order to provide access across the Property required to construct the Trail and required to relocate certain Sandcastle Park facilities necessary for Trail construction. Holder will provide Owner construction plans for approval prior to the commencement of any work. Such facilities necessary for Trail construction may include, but are not limited to utility poles, pad mounted transformer, drainage, roads, fencing, gates, ticket booth, and parking areas and shall be designated as part of the Trail construction project. The parties shall cooperate in good faith regarding such construction, and Owner shall not unreasonably withhold, condition or delay permissions necessary for Holder to conduct its construction activities. Holder agrees to restore areas disturbed during construction to the conditions that existed immediately before construction, as soon as practical, before the completion of the project. Such temporary construction easement areas will fully revert to Owner upon completion of construction.

2.02 Exercise of Rights

Creation of the Trail and other construction, installation, maintenance and repair of the Trail Facilities themselves may include installation of signage; mowing, cutting or removal of soil, rock or vegetation; application of gravel, crushed stone, wood chips or paving; or other means of creating the Trail surface (if any) and/or identifying the Trail's path. These activities may include vehicular use. Areas outside of the specific Trail or Trail Facilities may not be altered except with the pre-approval of Owner in each instance, not to be unreasonably withheld, conditioned or delayed. All reasonable care will be taken by Holder at all times to minimize any disruption to Owner's land and park operations.

Article III. Grant of Easement for Public Access

3.01 Grant of Easement

The undersigned Owner, intending to be legally bound, grant to Holder the right to make available to the public a perpetual easement and right-of-way over the Trail and the right to use Trail Facilities for the purposes ("Permitted Trail Uses") described in paragraph (a) and, subject to the prior written consent of Owners, those described in paragraph (b) of this section:

(a) Permitted Trail Uses

Use of the Trail as a right-of-way for (i) walking, hiking, jogging, bicycling, horseback riding, bird watching, nature study; (ii) wheelchair use by persons who need to use wheelchairs; and (iii) emergency vehicles in the case of emergency within the Easement Area.

(b) Uses Requiring Prior Written Consent of Owners

Recreational vehicular use such as snowmobiling; events such as "runs" or competitive races; programmatic use by schools, clubs or other groups; or any use of Trail for purposes other than as a right-of-way for passage over the Property such as picnicking or other stationary activities.

3.02 No Charge for Access to Trail or Trail Facilities

No Person is permitted to charge a fee for access to the Trail or use of the Trail Facilities.

Article IV. Rights of Owners

4.01 Owner Improvements

Owner must not construct, install or maintain any facility or improvement within the Easement Area except the following (collectively, "Owner Improvements"): (i) items existing within the Easement Area as of the Easement Date, including those listed in the schedule (if any) attached to this document entitled "Existing Owner Improvements"; (ii) items listed in the schedule (if any) attached to this document entitled "Permitted Owner Improvements"; (iii) fencing along the boundary of the Easement Area, provided it does not impede access to the Easement Area for the purposes described in Articles II and III; and (iv) items to which Holder, without any obligation to do so, gives its consent in writing.

4.02 Owner Uses and Activities

Owner has the rights accorded to the general public to use the Trail and Trail Facilities as well to exercise any one or more of the following rights with such notice to Holder as is reasonable under the circumstances:

(a) Mitigating Risk

Cut trees or otherwise disturb resources to the extent reasonably prudent to remove or mitigate against an unreasonable risk of harm to Persons on or about the Easement Area, from time to time in Owner's reasonable discretion.

Q: Hunting needed for deer population control?

(b) Resource Management

Mow, cut or remove vegetation, or plant vegetation, within the Easement Area but only in accordance with guidelines set forth in the schedule (if any) attached to this document entitled "Permitted Resource Management" and any additions to or modifications of that schedule requested by Owner and approved by Holder in writing, or in the absence of a schedule, in accordance with guidelines approved by Holder in writing (not to be unreasonably withheld, conditioned or delayed).

(c) Grants to Others

Grant leases, licenses, easements and rights-of-way affecting the Easement Area to Persons other than Holder but only for (i) permitted Owner Improvements; (ii) activities and uses that Owner is permitted to engage in under this Agreement; or (iii) other items that Holder, without any obligation to do so, approves after review (not to be unreasonably withheld, conditioned or delayed).

(d) Enforcement Rights

Remove or exclude from the Property any Persons who are (i) in locations other than the Trail or other Trail Facilities or (ii) not engaged in Permitted Trail Uses.

Article V. Enforcement; Liability Issues

5.01 Enforcement

Holder may, in addition to other remedies available at law or in equity, compel Owner to make the Easement Area available for the purposes set forth in Article II and Article III by exercising any one or more of the following remedies:

(a) **Injunctive Relief**

Seek injunctive relief to specifically enforce the terms of this Agreement; to restrain present or future violations of this Agreement; and/or to compel restoration of Trail Facilities or other resources destroyed or altered as a result of the violation.

(b) **Self Help**

Enter the Property to remove any barrier to the access provided under this Agreement and do such other things as are reasonably necessary to protect and preserve the rights of Holder under this Agreement.

5.02 Warranty

The undersigned Owner warrant to Holder that:

(a) **Liens and Subordination**

The Easement Area is, as of the Agreement Date, free and clear of all Liens or, if it is not, that Owner have obtained and attached to this Agreement as an exhibit the legally binding subordination of any mortgage, lien, or other encumbrance affecting the Easement Area as of the Agreement Date.

(b) **Existing Agreements**

No one has the legally enforceable right (for example, under a lease, easement or right-of-way agreement in existence as of the Agreement Date) to prevent the installation of Trail Facilities or the use of Trail Facilities for Permitted Trail Uses.

(c) **Hazardous Materials**

To the best of Owner's knowledge, the Easement Area is not contaminated with materials identified as hazardous or toxic under applicable law (collectively, "Hazardous Materials") and no Hazardous Materials have been stored or generated within the Easement Area.

5.03 Immunity under Applicable Law

Nothing in this Agreement limits or shall limit the ability of Owner and Holder to avail themselves of the protections offered by any applicable law affording immunity to Owner and Holder including, to the extent applicable, the Recreational Use of Land and Water Act, Act of February 2, 1966, P.L. (1965) 1860, No. 586, as amended, 68 P.S. §477-1 *et seq.* (as may be amended from time to time).

5.04 Public Enters at Own Risk

Use of any portion of the Easement Area by members of the general public is at their own risk. Neither Holder nor Owners by entering into this Agreement assume any duty to or for the benefit of the general public for defects in the location, design, installation, maintenance or repair of the Trail and Trail Facilities; for any unsafe conditions within the Easement Area; or for the failure to inspect for or warn against possibly unsafe conditions; or to close the Trail Facilities to public access when unsafe conditions may be present, and in no event shall Owners be held liable for any of the same. Holder will endeavor to repair damaged Trail Facilities but has no duty to do so unless and until Holder receives actual notice given in accordance with Article VI of this Agreement of the need to repair an unreasonably dangerous condition.

5.05 Costs and Expenses

All costs and expenses associated with Trail Facilities are to be borne by Holder except for items included in Owner Responsibility Claims (defined below in this Article).

5.06 Responsibility for Losses and Litigation Expenses

(a) **Public Access Claims; Owner Responsibility Claims**

If a claim for any Loss for personal injury or death or property damage, howsoever occurring within the Easement Area after the Agreement Date (a "Public Access Claim") is asserted against either Owner or Holder, or both, it is anticipated that they will assert such defenses (including immunity under the Recreational Use of Land and Water Act) as are available to them under applicable law. The phrase "Public Access Claim" includes any and all claims whatsoever related to the Easement Area.

(b) Indemnity

If immunity from any Public Access Claim is for any reason unavailable to Owner, Holder agrees to indemnify, defend and hold Owner harmless from any claim, Loss, or Litigation Expense if and to the extent related to a Public Access Claim or for any claim related to injury or death or property damage on the Trail or Trail Facilities (except to the extent the same was proximately caused by the willful misconduct of Owner). Owner agree to indemnify, defend and hold the Holder harmless from any Loss or Litigation Expense if and to the extent arising from Owner's negligence or willful misconduct in relation to the Trail or Trail Facilities.

(c) Loss; Litigation Expense

- (i) The term "Loss" 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.
- (ii) The term "Litigation Expense" 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.

Article VI. Miscellaneous

6.01 Beneficiaries and Agents

The rights of Holder under this Agreement may be exercised by Holder, any Person identified by Holder as a beneficiary of this Agreement and who accepts this designation by recordation in the Public Records of a joinder to this Agreement (a "Beneficiary"), or any of the contractors, agents, and employees of Holder or Beneficiary.

6.02 Binding Agreement

This Agreement is a servitude running with the land binding upon the undersigned Owner and, upon recordation in the Public Records, all subsequent owners of the Easement Area or any portion of the Easement Area are bound by its terms whether or not a new owner had actual notice of this Agreement and whether or not the deed of transfer specifically referred to the transfer being under and subject to this Agreement. Subject to such limitations (if any) on Holder's right to assign as may be set forth in this Agreement, this Agreement binds and benefits Owner and Holder and their respective personal representatives, successors and assigns.

6.03 Governing Law

The laws of the Commonwealth of Pennsylvania govern this Agreement.

6.04 Definition and Interpretation of Capitalized and Other Terms

The following terms, whenever used in this Agreement, are to be interpreted as follows:

- (i) "Owner" means the undersigned Owner and all Persons after them who hold any interest in the Easement Area.
- (ii) "Person" means an individual, organization, trust, or other entity.
- (iii) "Public Records" means the public records of the office for the recording of deeds in and for the county in which the Easement Area is located.
- (iv) "Including" means "including, without limitation."
- (v) "May" is permissive and implies no obligation; "must" is obligatory.

6.05 Incorporation by Reference

Each exhibit or schedule referred to in this Agreement is incorporated into this Agreement by this reference.

6.06 Amendments; Waivers

No amendment or waiver of any provision of this Agreement or consent to any departure by Owner from the terms of this Agreement is effective unless the amendment, waiver or consent is in writing and signed by an authorized signatory for Holder. A waiver or consent is effective only in the specific instance and for the specific purpose given. An amendment must be recorded in the Public Records.

6.07 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.

6.08 Counterparts

This Agreement may be signed in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement.

6.09 Entire Agreement

This is the entire agreement of Owner, Holder and any Beneficiary pertaining to the subject matter of this Agreement. The terms of this Agreement supersede in full all statements and writings between Owner, Holder, and others pertaining to the transaction set forth in this Agreement.

6.10 Notices

Notice to Holder under this Agreement must be in writing and given by one of the following methods: (i) personal delivery; (ii) certified mail, return receipt requested and postage prepaid; or (iii) nationally recognized overnight courier, with all fees prepaid. In an emergency, notice may be given by phone (412) 462-6666 ext 6301 or electronic communication DDondero@PalaceEntertainment.com followed by one of the methods in the preceding sentence. Notice to Sandcastle General Manager is mandatory and a copy to General Counsel at Palace Entertainment at 4590 MacArthur Boulevard, 4th Floor, New Port Beach, CA 92880.

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:

Festival Fun Parks, LLC dba Sandcastle

Print Name & Title

[NAME OF HOLDER]

By: _____

Name of signatory:

Title of signatory:


This document is based on the model Trail Easement Agreement (9/11/2008 edition) provided by the Pennsylvania Land Trust Association.

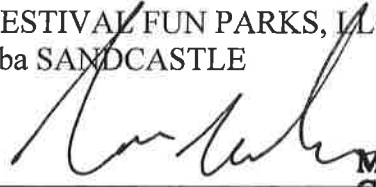
The model on which this document is based should not be construed or relied upon as legal advice or legal opinion on any specific facts or circumstances. It should be revised to reflect specific circumstances under the guidance of legal counsel.

IN WITNESS WHEREOF, this Agreement is executed by the parties hereto on the day and year first written above.

WITNESS:


FESTIVAL FUN PARKS, LLC
dba SANDCASTLE



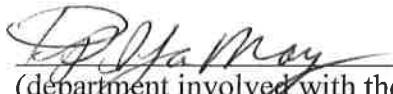

_____ **Michael L. Baroni**
General Counsel & Secretary

ATTEST:

COUNTY OF ALLEGHENY

By: 
_____ **James M. Flynn** *Jennifer M. Lipale*
County Manager

APPROVED:


_____ (department involved with the contract)

APPROVED AS TO FORM:


_____ County Solicitor


_____ Assistant County Solicitor

State of California:

COUNTY OF Orange

ON THIS DAY JULY 25, 2012, before me, the undersigned officer, personally appeared MICHAEL BARONI, known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged that he/~~she~~/they executed the same for the purposes therein contained.

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

Linda Fittinger, Notary Public

Print Name: LINDA FITTINGER



DISTRICT	COUNTY	DATE	SECTION	SHEET
11-0	ALLEGHENY	WEST HOMESTEAD BOROUGH		1 OF 1
REVISION NUMBER	REVISORS			DATE
				BY

LEGEND

- Proposed
- Existing
- Water
- Highway
- Street
- Lot
- Block
- City
- Township
- County
- State

WEST HOMESTEAD BOROUGH
ALLEGHENY COUNTY
 POPULATION, 2010: 1,234
 AREA: 1.23 SQ. MILES
 OFFICE: 1234 MAIN ST., PITTSBURGH, PA 15201
 PHONE: (412) 123-4567
 FAX: (412) 123-4568
 WEBSITE: www.westhomestead.org

PARCEL 24-1
 THE WATERFRONT PLAN NO. 24
 SANDCASTLE OF PENNSYLVANIA, LP

PARCEL 24-1
 THE WATERFRONT PLAN NO. 24
 SANDCASTLE OF PENNSYLVANIA, LP

EXHIBIT "A"
 PROPERTY

SCALE IN FEET
 0 150 300

EXHIBIT "B"
Allegheny County
West Homestead Borough

Easement Summary
LANDS OF FESTIVAL FUN PARKS, LLC.

BEGINNING AT A POINT on the southern side of Sandcastle Drive, common to a line dividing lands of Festival Run Parks, LLC from CSX Transportation, Inc. and the eastern Legal Right of Way Line for Haysglen Street, labeled as Point of Beginning on the plan prepared by L.R. Kimball, Pittsburgh, Pennsylvania dated December 13, 2011 said point being 24.00 feet left of railroad centerline station 197+50.33,

THENCE a line dividing lands of Festival Fun Parks, LLC from CSX Transportation, Inc., N 89°25'00" E a distance of 135.76 feet to a point,

THENCE along a curve to the LEFT having a radius of 522.00 feet, an arc distance of 66.76 feet, and a chord bearing of N 85°45'10" E and a chord distance of 66.72 feet to a point,

THENCE along a curve to the RIGHT having a radius of 478.00 feet, an arc distance of 122.27 feet, a chord bearing of N 89°25'00" E and a chord distance of 121.93 feet to a point,

THENCE along a curve to the LEFT having a radius of 522.00 feet, an arc distance of 66.76 feet, a chord bearing of S 86°55'10" E and a chord distance of 66.72 feet to a point,

THENCE a line dividing lands of Festival Fun Parks, LLC from CSX Transportation, Inc., N 89°25'00 E a distance of 293.05 feet to a point,

THENCE along a curve to the LEFT having a radius of 1613.28 feet, an arc distance of 558.56 feet, a chord bearing of N 79°29'53" E and a chord distance of 555.78 feet to a point, dividing lands of Festival Fun Parks, LLC from CSX Transportation, Inc.

THENCE along a curve to the LEFT having a radius of 520.00 feet, an arc distance of 109.47 feet, a chord bearing of N 63°32'55" E and a chord distance of 109.27 feet to a point,

THENCE along a curve to the RIGHT having a radius of 980.00 feet, an arc distance of 173.83 feet, a chord bearing of N 62°35'57" E and a chord distance of 173.60 feet to a point,

THENCE along a curve to the LEFT having a radius of 520.00 feet, an arc distance of 109.47 feet, a chord bearing of N 61°38'60" E and a chord distance of 109.27 feet to a point,

THENCE along a curve to the LEFT having a radius of 1613.28 feet, an arc distance of 195.81 feet, a chord bearing of N 52°8'31" E and a chord distance of 195.69 feet to a point, dividing lands of Festival Fun Parks, LLC from CSX Transportation, Inc.

THENCE a line dividing lands of Festival Fun Parks, LLC from CSX Transportation, Inc., N 48°39'54" E a distance of 511.30 feet to a point,

THENCE a line dividing lands of Festival Fun Parks, LLC from CSX Transportation, Inc., N 41°20'06" W a distance of 15.50 feet to a point,

THENCE a line dividing lands of Festival Fun Parks, LLC from CSX Transportation, Inc., N 48°39'54" E a distance of 2143.35 feet to a point,

THENCE along a line N 34°10'56" W a distance of 11.58 feet to a point,

THENCE along a line S 48°39'55" W a distance of 276.79 feet to a point,

THENCE along a line S 48°25'46" W a distance of 202.78 feet to a point,

THENCE along a line S 48°21'52" W a distance of 713.25 feet to a point,

THENCE along a line S 39°16'54" W a distance of 25.34 feet to a point,

THENCE along a line S 48°21'52" W a distance of 31.09 feet to a point,

THENCE along a line S 57°27'44" W a distance of 25.30 feet to a point,

THENCE along a line S 48°21'52" W a distance of 255.17 feet to a point,

THENCE along a line S 48°11'50" W a distance of 385.34 feet to a point,

THENCE along a line S 48°39'55" W a distance of 230.34 feet to a point,

THENCE along a line S 41°49'20" W a distance of 50.39 feet to a point,

THENCE along a line S 48°39'54" W a distance of 461.33 feet to a point,

THENCE along a curve to the RIGHT having a radius of 1601.78 feet, an arc distance of 194.41 feet, a chord bearing of S 52°08'32" W and a chord distance of 194.29 feet to a point,

THENCE along a curve to the RIGHT having a radius of 508.50 feet, an arc distance of 107.05 feet, a chord bearing of S 61°38'60" W and a chord distance of 106.85 feet to a point,

THENCE along a curve to the LEFT having a radius of 991.50 feet, an arc distance of 175.87 feet, a chord bearing of S 62°35'57" W and a chord distance of 175.64 feet to a point,

THENCE along a curve to the RIGHT having a radius of 508.50 feet, an arc distance of 107.05 feet, a chord bearing of S 63°32'56" W and a chord distance of 106.85 feet to a point,

THENCE along a curve to the RIGHT having a radius of 1601.78 feet, an arc distance of 554.58 feet, a chord bearing of S 79°29'53" W and a chord distance of 551.82 feet to a point,

THENCE along a line S 89°25'00" W a distance of 293.05 feet to a point,

THENCE along a curve to the RIGHT having a radius of 510.50 feet, an arc distance of 65.29 feet, a chord bearing of N 86°55'10" W and a chord distance of 65.25 feet to a point,

THENCE along a curve to the LEFT having a radius of 489.50 feet, an arc distance of 125.21 feet, a chord bearing of S 89°25'00" W and a chord distance of 124.87 feet to a point,

THENCE along a curve to the RIGHT having a radius of 510.50 feet, an arc distance of 65.29 feet, a chord bearing of S 85°45'10" W and a chord distance of 65.25 feet to a point,

THENCE along a line S 89°25'00" W a distance of 95.64 feet to a point,

THENCE along a curve to the RIGHT having a radius of 28.50 feet, an arc distance of 42.98 feet, a chord bearing of N 47°22'50" W and a chord distance of 39.02 feet to a point,

THENCE along a line N 4°10'29" W a distance of 45.38 feet to a point,

THENCE along a line S 85°58'28.99" W a distance of 13.02 feet to a point, on the eastern Legal Right of Way Line for Haysglen Street.

THENCE along the eastern Legal Right of Way Line for Haysglen Street, S 03°31'00.00" E a distance of 82.85 feet to the point of beginning.

Containing 43,486.56 square feet (0.9983 AC) more or less.

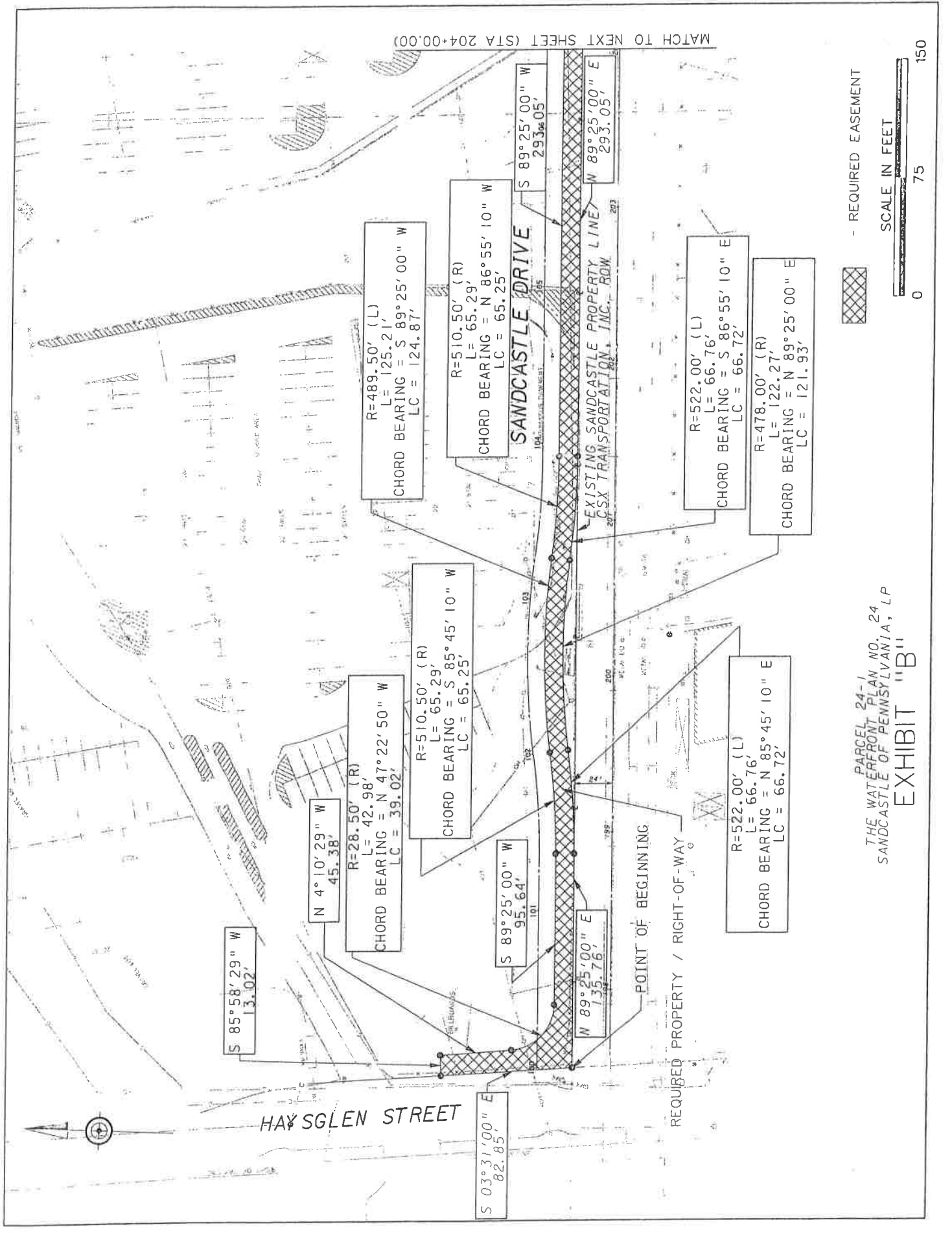
MATCH TO NEXT SHEET (STA 204+00.00)

- REQUIRED EASEMENT

SCALE IN FEET



0 75 150



S 85° 58' 29" W
13.02'

N 4° 10' 29" W
45.38'

R=28.50' (R)
L= 42.98'
CHORD BEARING = N 47° 22' 50" W
LC = 39.02'

R=510.50' (R)
L= 65.29'
CHORD BEARING = S 85° 45' 10" W
LC = 65.25'

S 89° 25' 00" W
95.64'

W 89° 25' 00" E
135.76'

R=522.00' (L)
L= 66.76'
CHORD BEARING = N 85° 45' 10" E
LC = 66.72'

R=478.00' (R)
L= 122.27'
CHORD BEARING = N 89° 25' 00" E
LC = 121.93'

R=522.00' (L)
L= 66.76'
CHORD BEARING = S 86° 55' 10" E
LC = 66.72'

R=510.50' (R)
L= 65.29'
CHORD BEARING = N 86° 55' 10" W
LC = 65.25'

R=489.50' (L)
L= 125.21'
CHORD BEARING = S 89° 25' 00" W
LC = 124.87'

S 89° 25' 00" W
293.05'

W 89° 25' 00" E
293.05'

HAYSGLEN STREET

S 03° 31' 00" E
82.85'

SANDCASTLE DRIVE

EXISTING SANDCASTLE PROPERTY LINE /
CSX TRANSPORTATION, INC. ROW

POINT OF BEGINNING

REQUIRED PROPERTY / RIGHT-OF-WAY

PARCEL 24-1
THE WATERFRONT PLAN NO. 24
SANDCASTLE OF PENNSYLVANIA, LP
EXHIBIT "B"

MATCH TO NEXT SHEET (STA 211+00.00)

R=508.50' (R)
L=107.05'
CHORD BEARING = S 63° 32' 56" W
LC = 106.85'

R=1601.78' (R)
L=554.58'
CHORD BEARING = S 79° 29' 53" W
LC = 551.82'

R=520.00' (L)
L=109.47'
CHORD BEARING = N 63° 32' 55" E
LC = 109.27'

R=1613.28' (L)
L=558.56'
CHORD BEARING = N 79° 29' 53" E
LC = 555.78'

N 89° 25' 00" E
293.05'

SANDCASTLE DRIVE

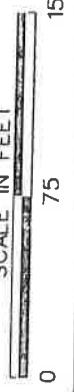
REQUIRED PROPERTY / RIGHT-OF-WAY

EXISTING SANDCASTLE PROPERTY LINE/
CSX TRANSPORTATION, INC. ROW



- REQUIRED EASEMENT

SCALE IN FEET



PARCEL 24-1
THE WATERFRONT PLAN NO. 24
SANDCASTLE OF PENNSYLVANIA, LP
EXHIBIT "B"

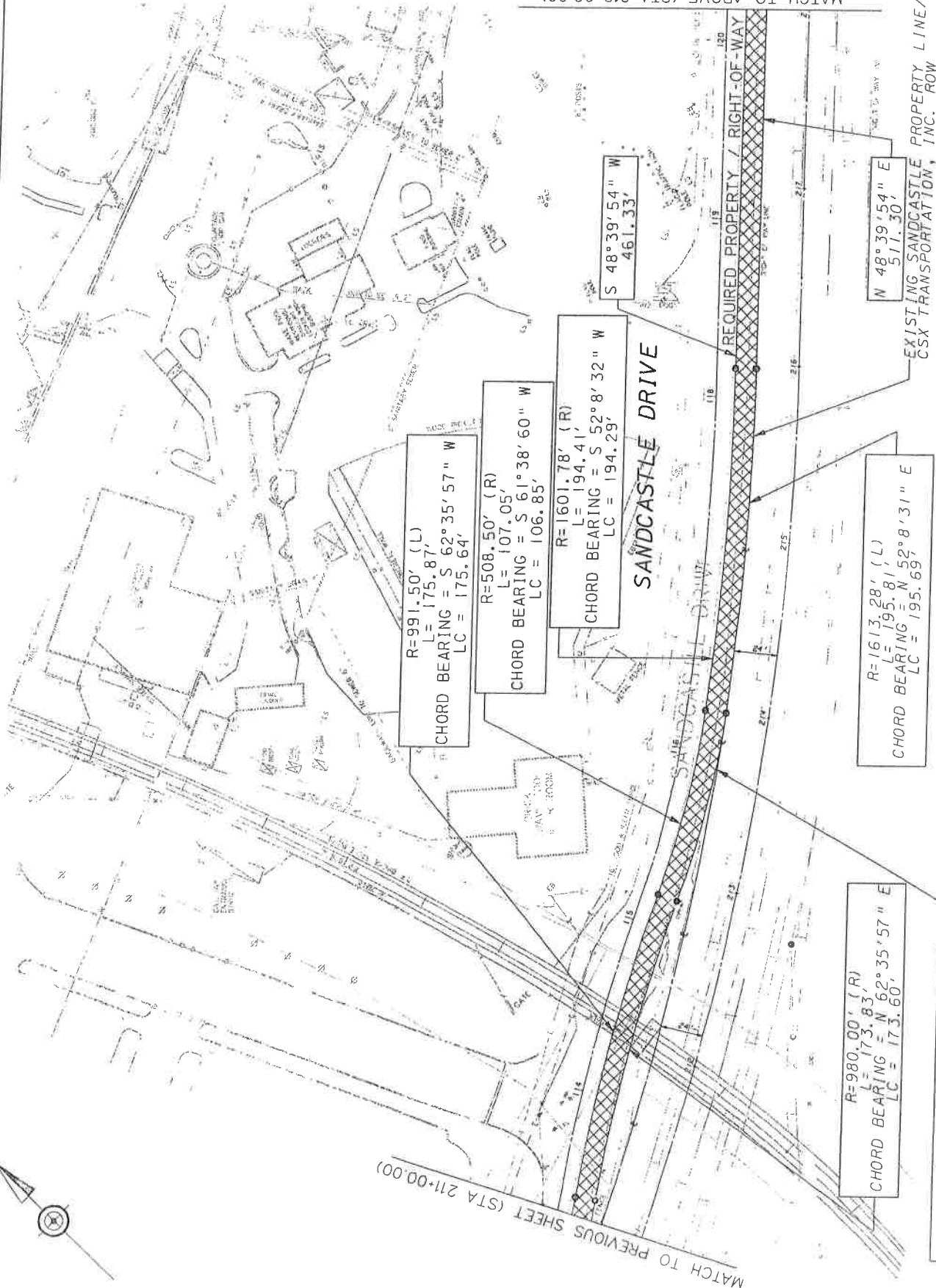
MATCH TO PREVIOUS SHEET (STA 204+00.00)





MATCH TO PREVIOUS SHEET (STA 211+00.00)

MATCH TO ABOVE (STA 218+00.00)



R=991.50' (L)
L=175.87'
CHORD BEARING = S 62°35'57" W
LC = 175.64'

R=508.50' (R)
L=107.05'
CHORD BEARING = S 61°38'60" W
LC = 106.85'

R=1601.78' (R)
L=194.41'
CHORD BEARING = S 52°8'32" W
LC = 194.29'

S 48°39'54" W
461.33'

R=1613.28' (L)
L=195.81'
CHORD BEARING = N 52°8'31" E
LC = 195.69'

R=980.00' (R)
L=173.83'
CHORD BEARING = N 62°35'57" E
LC = 173.60'

R=520.00' (L)
L=109.47'
CHORD BEARING = N 61°38'60" E
LC = 109.27'

SANDCASTLE DRIVE

REQUIRED PROPERTY / RIGHT-OF-WAY

EXISTING SANDCASTLE PROPERTY LINE / CSX TRANSPORTATION, INC. ROW

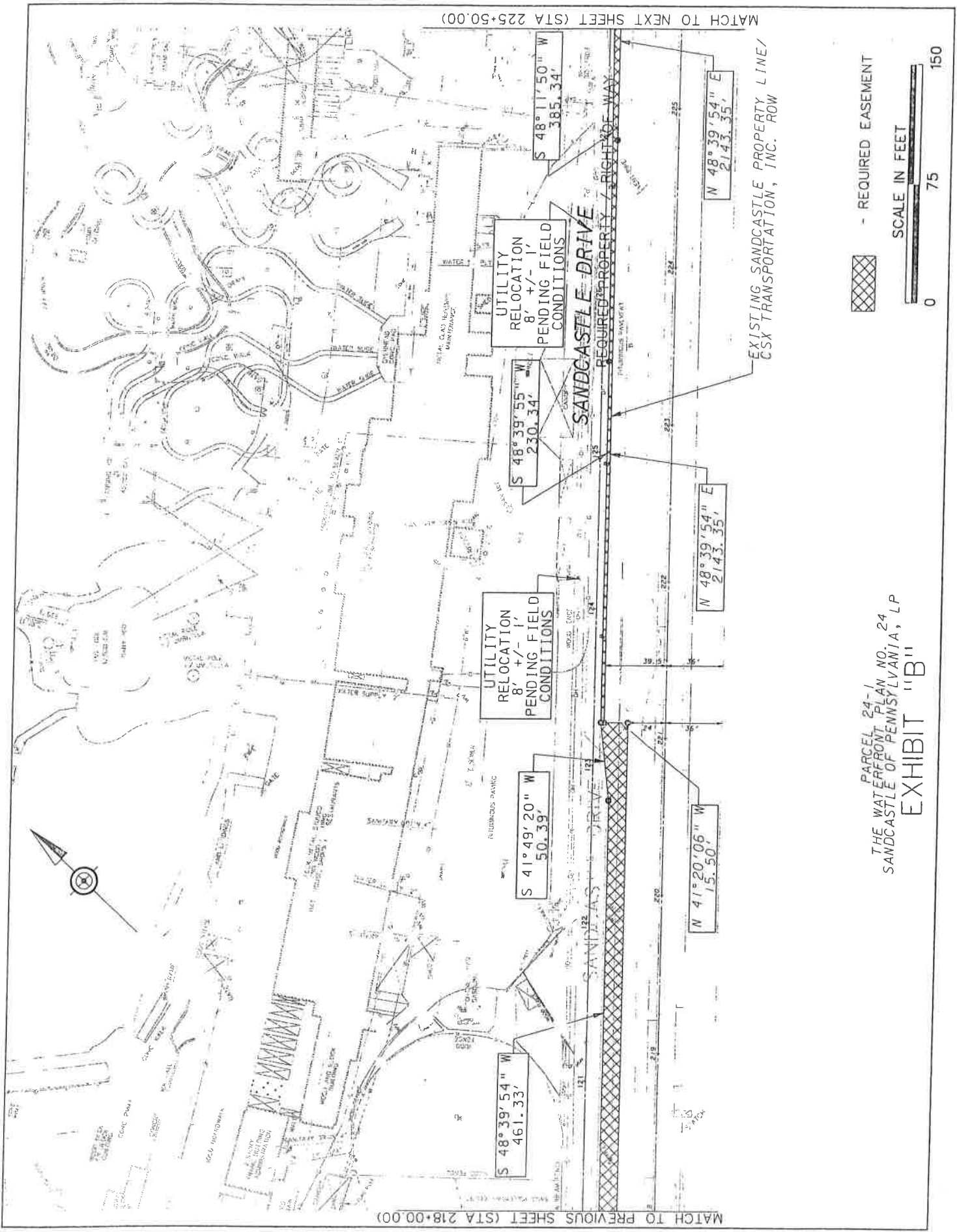


- REQUIRED EASEMENT

SCALE IN FEET

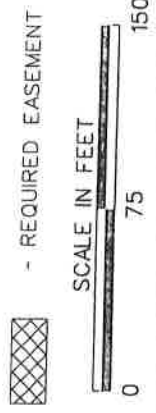


PARCEL 24-1
THE WATERFRONT PLAN NO. 24
SANDCASTLE OF PENNSYLVANIA, LP
EXHIBIT "B"



MATCH TO NEXT SHEET (STA 225+50.00)

MATCH TO PREVIOUS SHEET (STA 218+00.00)



PARCEL 24-1
 THE WATERFRONT PLAN NO. 24
 SANDCASTLE OF PENNSYLVANIA, LP
 EXHIBIT "B"

EXISTING SANDCASTLE PROPERTY LINE /
 CSX TRANSPORTATION, INC. ROW

UTILITY
 RELOCATION
 8' +/- 1'
 PENDING FIELD
 CONDITIONS

UTILITY
 RELOCATION
 8' +/- 1'
 PENDING FIELD
 CONDITIONS

SANDCASTLE DRIVE
 REQUIRED PROPERTY / RIGHT OF WAY

S 41°49'20" W
 50.39'

S 48°39'54" W
 461.33'

S 48°39'55" W
 230.34'

S 48°11'50" W
 385.34'

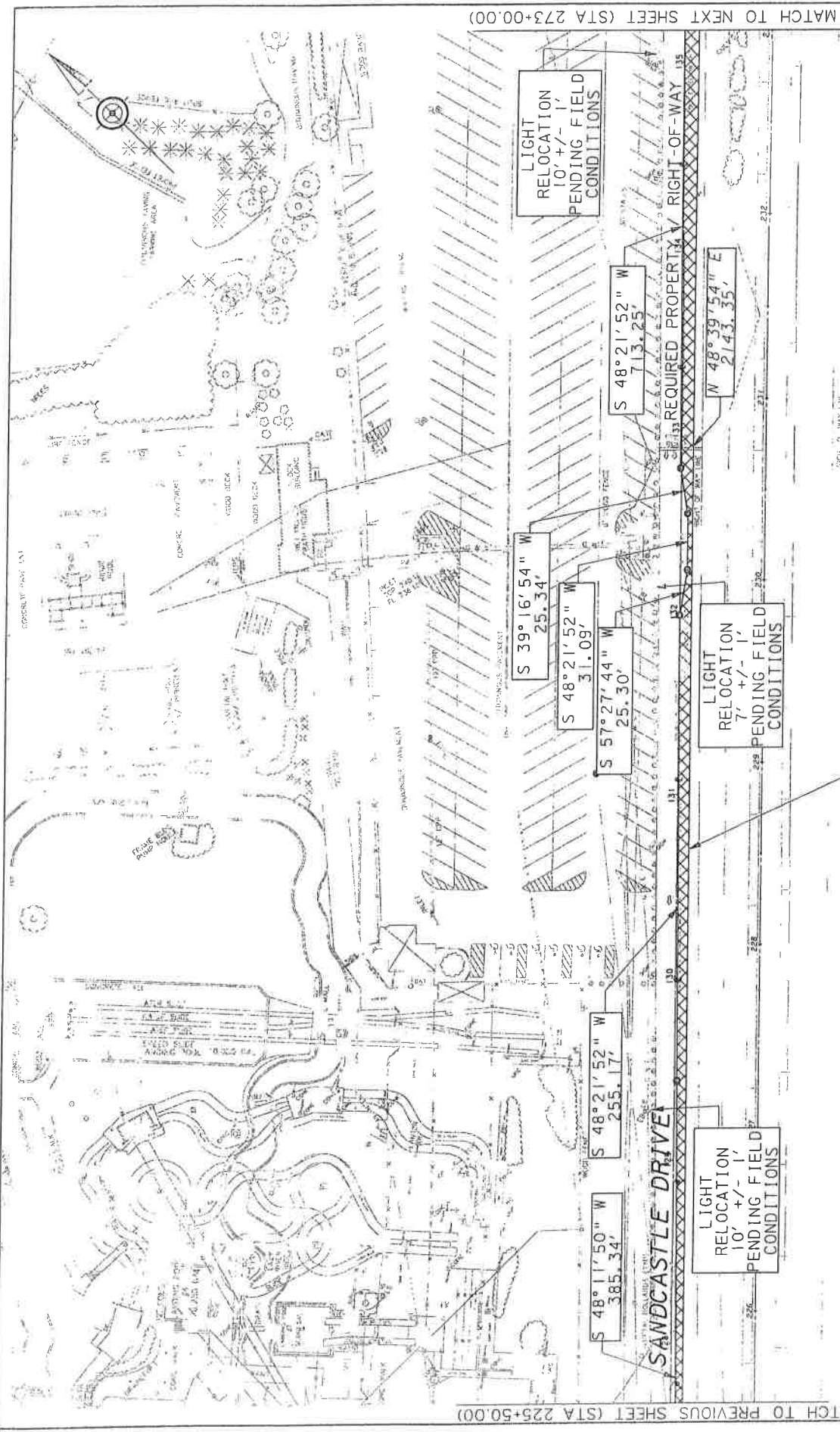
N 41°20'06" W
 15.50'

N 48°39'54" E
 2143.35'

N 48°39'54" E
 2143.35'

MATCH TO NEXT SHEET (STA 273+00.00)

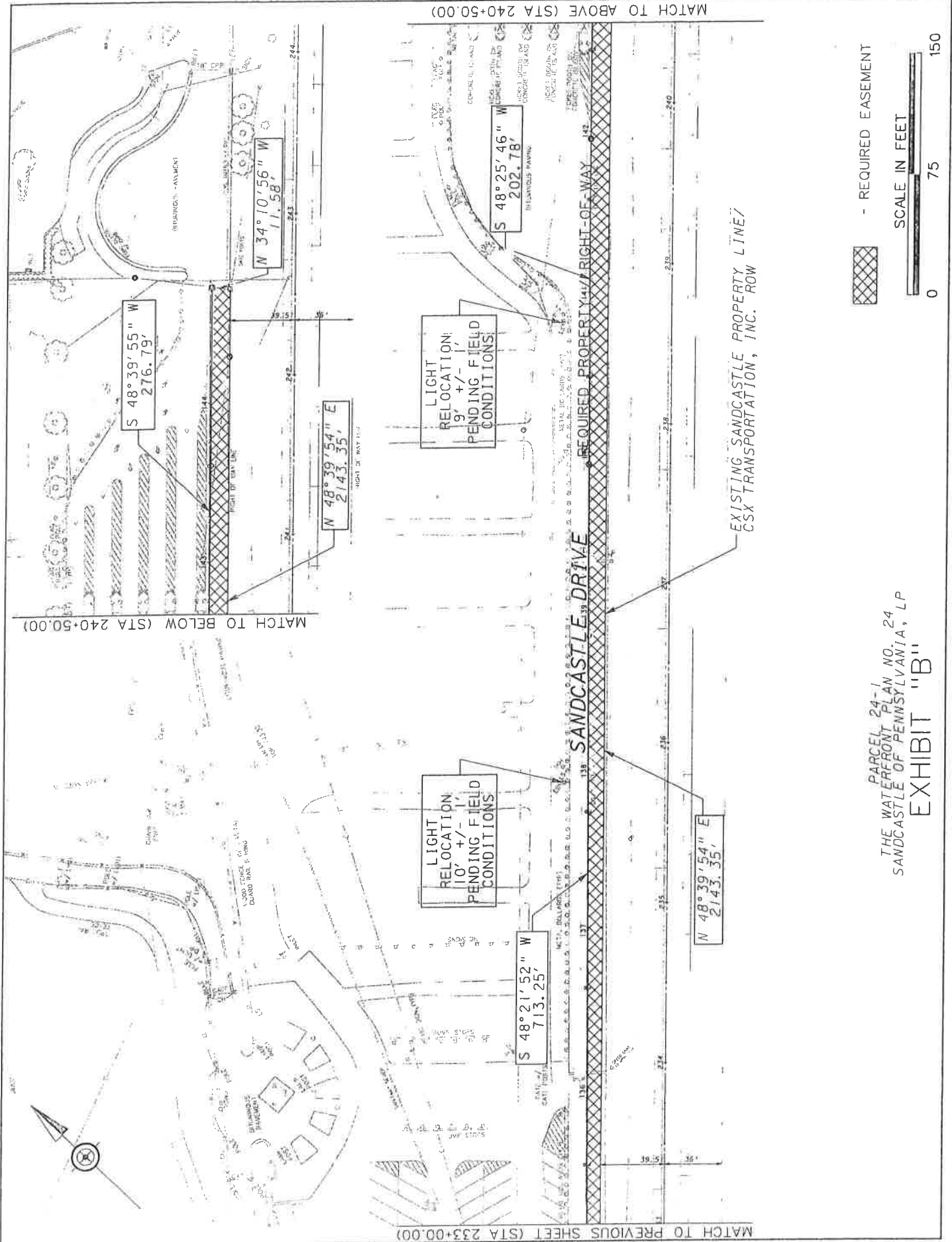
MATCH TO PREVIOUS SHEET (STA 225+50.00)



PARCEL 24-1
 THE WATERFRONT PLAN NO. 24
 SANDCASTLE OF PENNSYLVANIA, LP
 EXHIBIT "B"

MATCH TO PREVIOUS SHEET (STA 233+00.00)

MATCH TO ABOVE (STA 240+50.00)



SCALE IN FEET



PARCEL 24-1
 THE WATERFRONT PLAN NO. 24
 SANDCASTLE OF PENNSYLVANIA, LP
 EXHIBIT "B"

EXHIBIT "C"
Allegheny County
West Homestead Borough

Easement Agreement - Geometric Summary
LANDS OF FESTIVAL FUN PARKS, LLC.

The easement is approximately 11.5 feet wide for nearly 2,277 feet (Station 100+00.00 to Station 122+77.40). This 11.5-foot wide easement consists of a 10-foot wide trail and a 1.5-foot wide barrier. For approximately 50 feet, the width of the easement ranges from 11.5 feet to 17.5 feet (Station 122+77.40 to Station 123+27.38). The width of the easement gradually increases from 2 feet to 11.5 feet for the next 2,145 feet, (Station 123+27.38 to Station 144+72.08) except for approximately 81 feet is reduces to approximately 2 feet again. (Station 131+98.22 to Station 132+79.31) This reduction in width is due to an existing utility located on Sandcastle property.

Containing 43,486.56 square feet (0.9983 AC) more or less.

MATCH TO NEXT SHEET (STA 106+50.36)

SANDCASTLE DRIVE

SANDCASTLE DRIVE

WAYSLEN STREET

EXISTING SANDCASTLE PROPERTY LINE/
CSX TRANSPORTATION, INC. ROW

EXISTING SANDCASTLE
METAL BOX

POINT OF BEGINNING

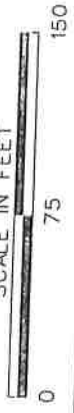
REQUIRED EASEMENT

PROPOSED TRAIL

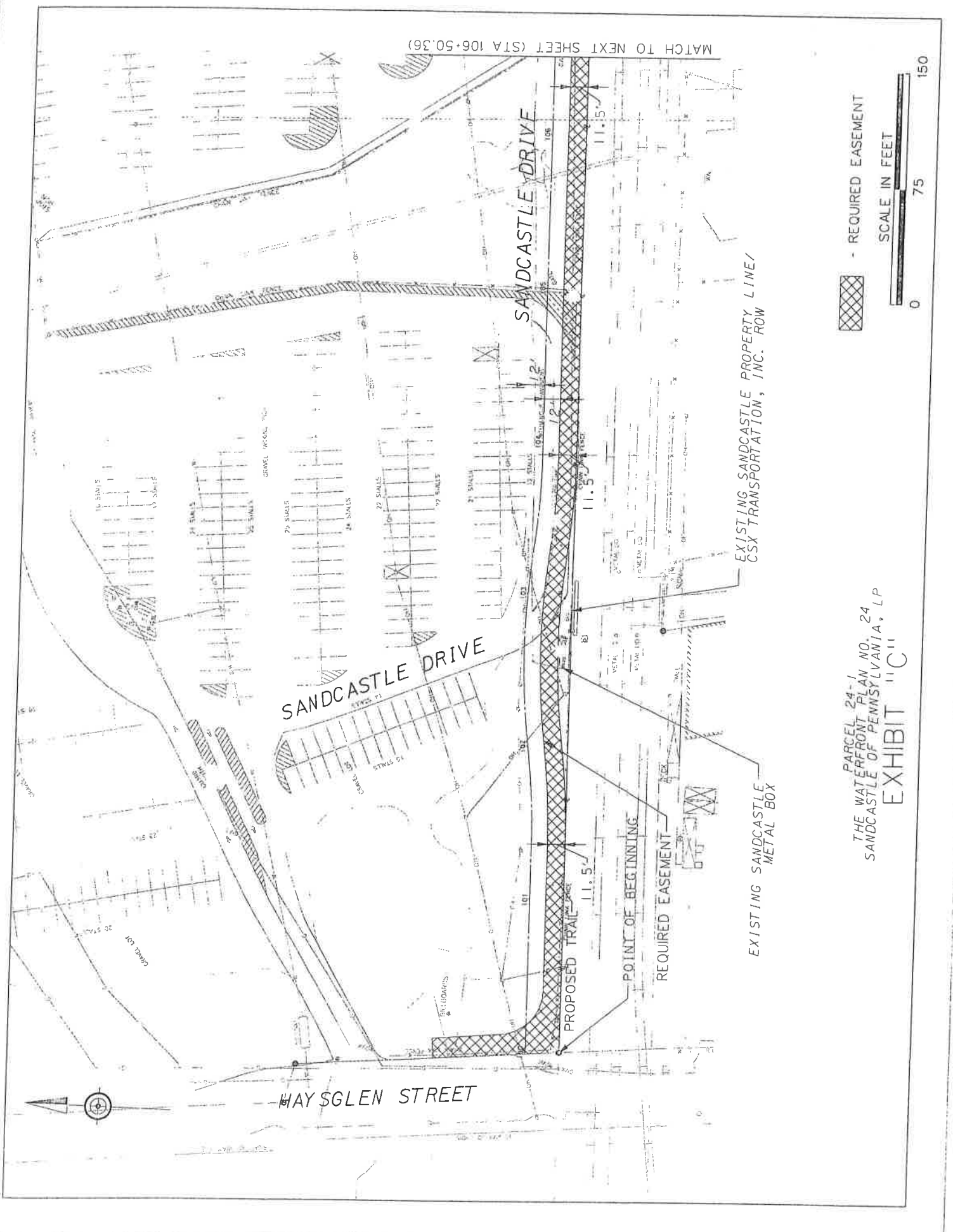
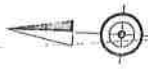


- REQUIRED EASEMENT

SCALE IN FEET



PARCEL 24-1
THE WATERFRONT PLAN NO. 24
SANDCASTLE OF PENNSYLVANIA, LP
EXHIBIT "C"





MATCH TO PREVIOUS SHEET (STA 106+50.36)

REQUIRED EASEMENT

SANDCASTLE DRIVE

PROPOSED TRAIL

EXISTING SANDCASTLE PROPERTY LINE/
CSX TRANSPORTATION, INC. ROW

MATCH TO NEXT SHEET (STA 113+31.74)

PARCEL 24-1
THE WATERFRONT PLAN NO. 24
SANDCASTLE OF PENNSYLVANIA, LP
EXHIBIT "C"



- REQUIRED EASEMENT

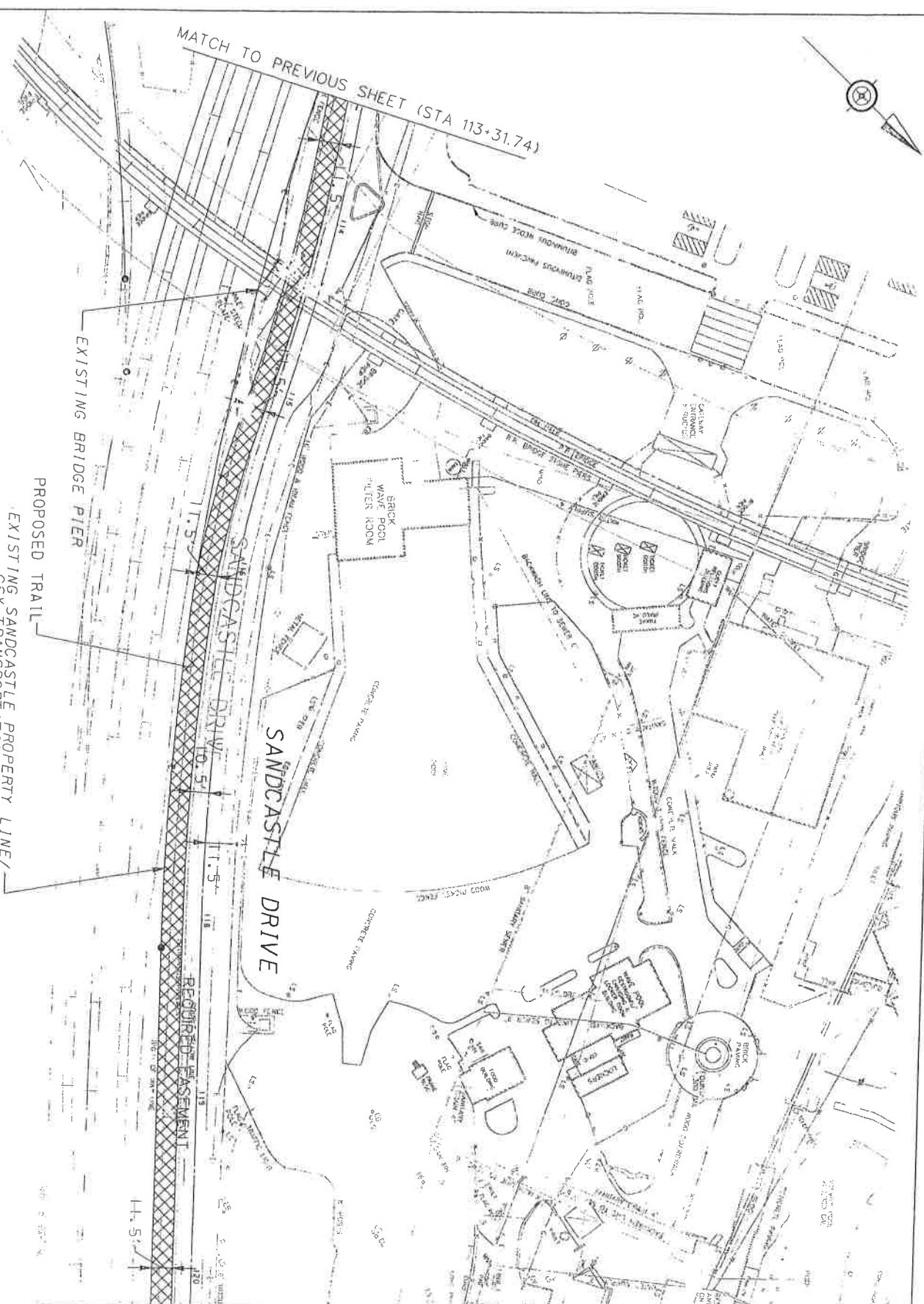
SCALE IN FEET



150



MATCH TO PREVIOUS SHEET (STA 113+31.74)



MATCH TO NEXT SHEET (STA 120+17.39)

PARCEL 24-1
THE WATERFRONT PLAN NO. 24
SANDCASTLE OF PENNSYLVANIA, LP
EXHIBIT "C"

EXISTING BRIDGE PIER
PROPOSED TRAIL
EXISTING SANDCASTLE PROPERTY LINE/
CSX TRANSPORTATION, INC. ROW



REQUIRED EASEMENT



150

MATCH TO PREVIOUS SHEET (STA 218+00.00)

PROPOSED TRAIL

EXISTING SANDCASTLE PROPERTY LINE/
CSX TRANSPORTATION, INC. ROW

SANDCASTLE DRIVE
REQUIRED EASEMENT

PARCEL 24-1
THE WATERFRONT PLAN NO. 24
SANDCASTLE OF PENNSYLVANIA, LP
EXHIBIT "C"

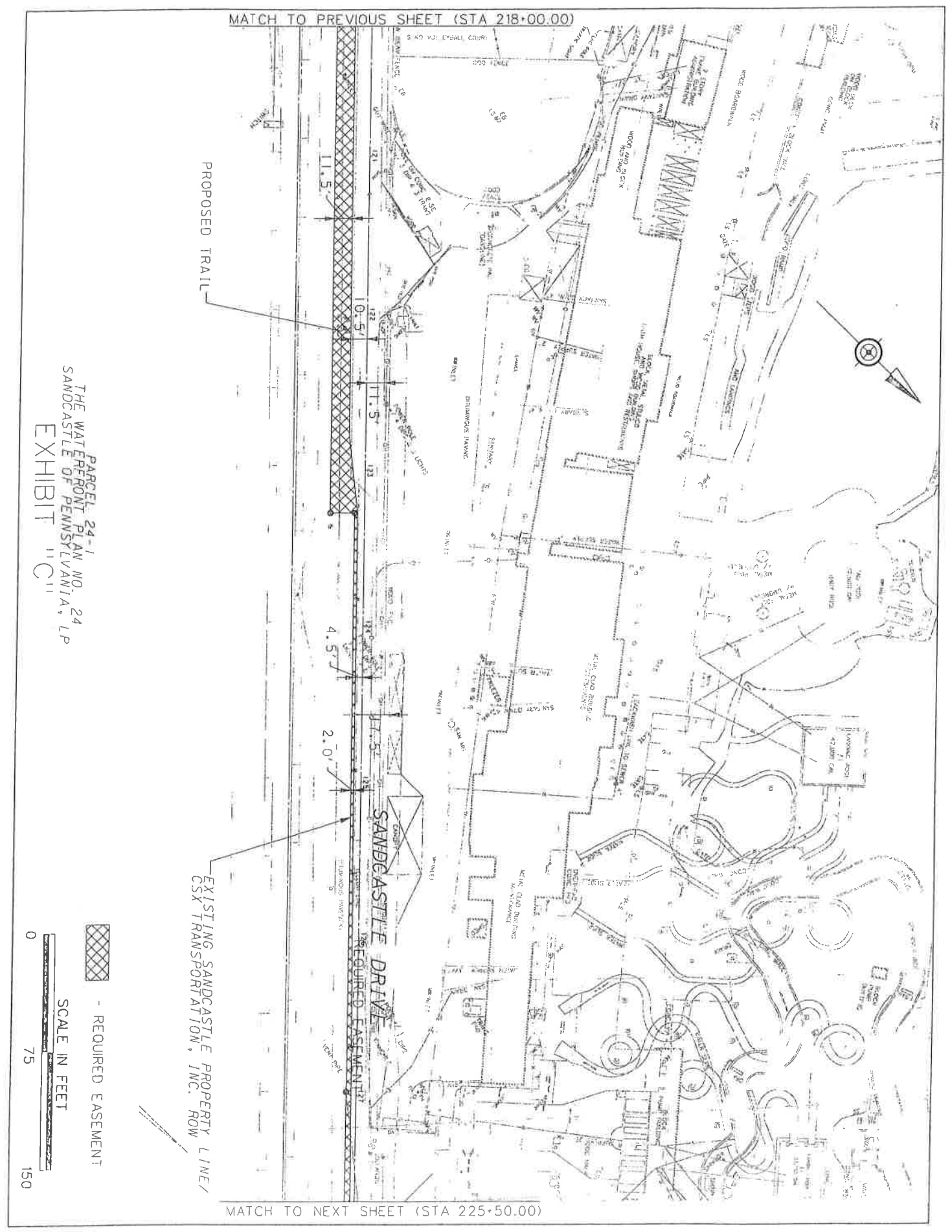


- REQUIRED EASEMENT

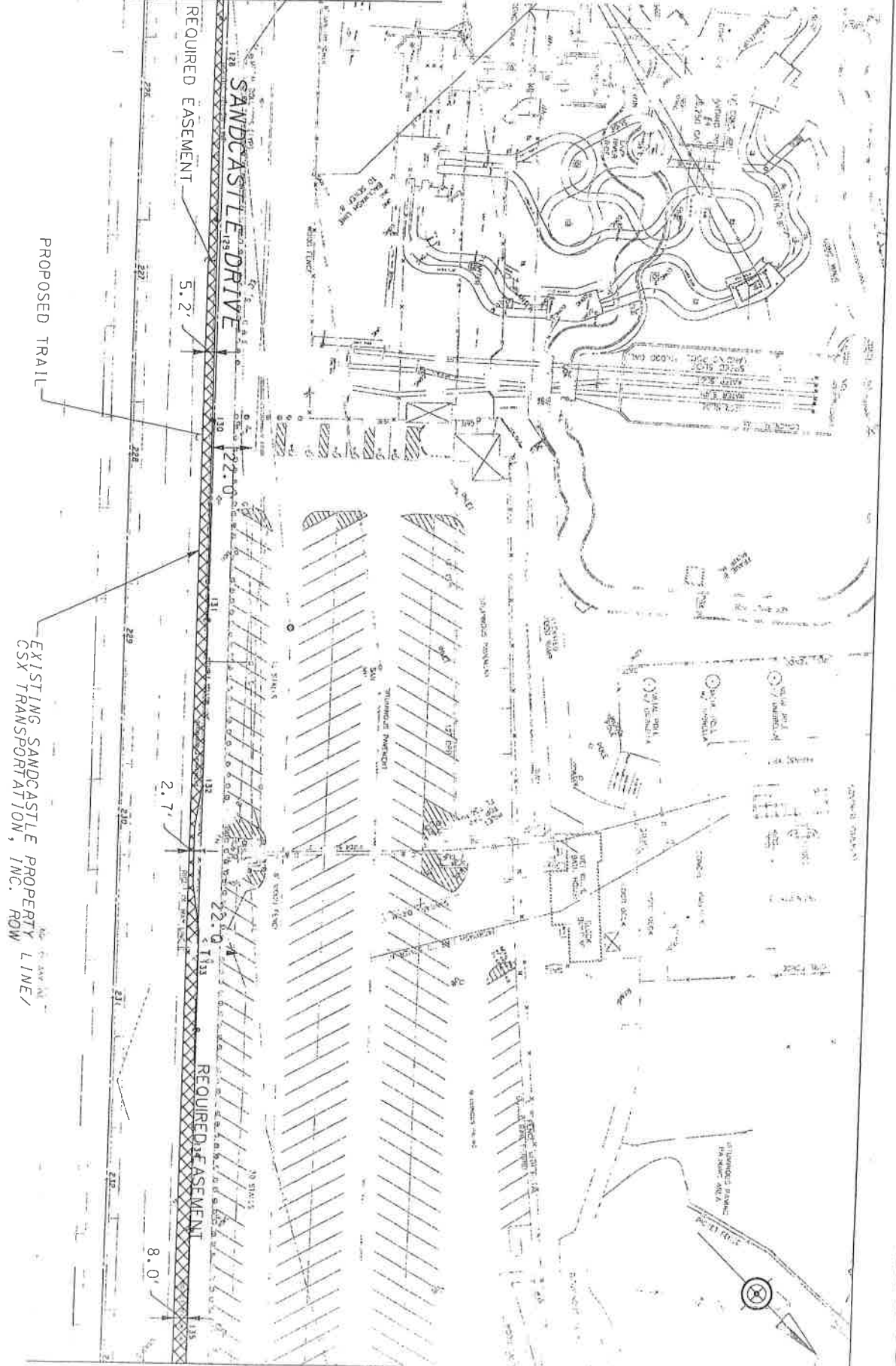
SCALE IN FEET



MATCH TO NEXT SHEET (STA 225+50.00)



MATCH TO PREVIOUS SHEET (STA 225+50.00)



EXISTING SANDCASTLE PROPERTY LINE/
CSX TRANSPORTATION, INC. ROW

REQUIRED EASEMENT
5.2'

2.7'

REQUIRED EASEMENT
8.0'

PROPOSED TRAIL

SANDCASTLE DRIVE

PARCEL 24-1
THE WATERFORD PLAN NO. 24
SANDCASTLE OF PENNSYLVANIA, LP
EXHIBIT "C"



REQUIRED EASEMENT

SCALE IN FEET



MATCH TO NEXT SHEET (STA 273+00.00)

MATCH TO PREVIOUS SHEET (STA 233+00.00)



PROPOSED TRAIL

8.0'

SANDCASTLE DRIVE

REQUIRED EASEMENT 11.5'

EXISTING SANDCASTLE PROPERTY LINE/
CSX TRANSPORTATION, INC. ROW

MATCH TO BELOW (STA 240+50.00)

REQUIRED EASEMENT

EXISTING SANDCASTLE PROPERTY LINE/
CSX TRANSPORTATION, INC. ROW

MATCH TO ABOVE (STA 240+50.00)

PARCEL 24-1
THE WATERFRONT PLAN NO. 24
SANDCASTLE OF PENNSYLVANIA, LP
EXHIBIT "C"



- REQUIRED EASEMENT

SCALE IN FEET

