Prepared by and return to:
Theresa J. Fontana
Guynn, Memmer, & Dillon, P.C.
415 S. College Avenue
Salem, VA 24153
(540)387-2320

Tax Map and Parcel Number: 466-(27)-A

This Deed is exempt from taxation pursuant to Virginia Code § 58.1-811(A)(3).

DEED OF TRAIL EASEMENT

This DEED OF TRAIL EASEMENT (this "Easement") is made this ___ day of _____, 2013, by and between KENSON, INC., ("Grantor") and the TOWN OF CHRISTIANSBURG, VIRGINIA, a political subdivision of the Commonwealth of Virginia, 100 East Main Street, Christiansburg, VA 24073 ("Grantee").

(Wherever used herein, the terms "Grantor" and "Grantee" include all the parties to this instrument and their respective heirs, legal representatives, successors, and assigns. Grantor and Grantee are used for the singular or plural as the context requires.)

THIS DEED OF EASEMENT WAS PREPARED WITHOUT A TITLE SEARCH REPORT

WITNESSETH:

WHEREAS, Grantor is the owner in fee simple of real property located in the Town of Christiansburg, Riner Magisterial District, of Montgomery County, Virginia, as more fully described in Exhibit A attached hereto and incorporated herein ("Grantor's Property"); and

WHEREAS, Grantee desires to acquire an public access trail easement across Grantor's Property in furtherance of its program to extend the Huckleberry Trail (the "Trail") as generally depicted on Grantor's property in Exhibit B attached hereto, which is a public multi-use non-motorized recreation trail located in Montgomery County, Virginia, providing pedestrian and bicycle access to the historic, scenic, and natural beauty of the area, and promoting the public health by creating recreational opportunities; and

WHEREAS, Grantor is willing to grant a permanent and perpetual public access trail easement to the Grantee as depicted in Exhibit B attached hereto, which will run with and be a burden upon Grantor's Property, without any charge or other remuneration, for the installation of a public access trail for recreational purposes;

NOW THEREFORE, in consideration of the mutual covenants by and between the parties hereto and of the public benefit to be derived by the grant of the hereinafter described easement, Grantor hereby grants and conveys unto the Grantee, its successors, lessees, and assigns, a

perpetual, non-exclusive and assignable multi-use public trail easement along with covenants of right to convey, quiet possession, and further assurances, and the right, power, and privilege to maintain said multi-use public trail easement and all appurtenances thereto, together with a temporary ten (10) foot construction/grading easement adjacent to the trail easement, the trail easement being further described as:

> **All that part of the Grantor's Property depicted as the "Proposed Permanent Easement for a Multi-Use Trail" on the Plat dated September 18, 2012, prepared by Ralph O. Clements, Land Surveyor, of Gay and Neel, Inc., and attached hereto and incorporated herein as Exhibit B;**
>
> **Being a part of the same property conveyed to the Grantor by RWW34, LLC, a Virginia limited liability company, by deed dated December 20, 2010 and recorded as Instrument Number 2010010777 and identified as "Tract A" on a map entitled "Plat of Survey Showing the Subdivision of Lion's Gate Phase II," prepared by Douglas R. Meredith, L.S., of LMW, P.C., dated June 6, 2005, of record in Plat Book 27, Pages 41-43 in the Clerk's Office of the Circuit Court of Montgomery County, Virginia ("Easement Premises").**

1. The Grantee shall have the right but not the obligation, at Grantee's expense, to construct, maintain, use, repair and maintain the Trail within the Easement Premises, including the right to install, maintain, repair, and replace steps, trail surfacing, bridges, culverts, and other structures and improvements installed by the Grantee, if any, as permitted herein. If Grantee constructs and uses the Trail within the Easement Premises, Grantee shall, at its expense, maintain and repair the Trail and utility facilities including the replacement of broken or deteriorating structures and improvements. Any activity on the Easement Premises by the Grantee shall be conducted in accordance with all laws.

2. Members of the general public shall have free access to and use of the Trail within the Easement Premises subject to the laws and ordinances of the Town of Christiansburg or its assigns, for recreational purposes only, including, but not limited to, walking, jogging, hiking, bicycle riding, and nature study. Grantee shall have the right, in its sole discretion, to restrict or limit public use of and access to Easement Premises.

3. Use of any motorized vehicle or similar mechanical means of locomotion, including automobiles, motorcycles, snowmobiles, or other all-terrain vehicles shall be prohibited, except that Grantee may utilize reasonable motorized vehicles and equipment in the Easement Premises for emergencies and for construction or maintenance purposes as appropriate. Grantee may also permit motor-driven wheelchairs or all-terrain vehicles for the use of handicapped persons within the Easement Premises if consistent with the purposes of this Easement.

4. Any structures or improvements of any kind located within the Easement Premises shall be conducive to a trail facility and installed as necessary for the safety of trail users. Such structures may include, but not be limited to, signage, stairways, steps, bridges, paving, or

surfacing material, culverts, benches, trash receptacles, or utility facilities. Grantee, or Grantor with Grantee's prior written consent, may erect and maintain such fencing and barriers within the Trail Easement Area as may be reasonably necessary to prevent access to the Trail by motor vehicles. Grantee shall have the right to erect reasonable signs or other markings within the Easement Premises to inform the public of the Trail location or other Trail features. Grantor shall not erect fences, barriers or signs that impede access to or use of the Trail.

5. Grantee and its agents shall have the right to inspect the Easement Premises and Grantee may clear brush as required to maintain the Easement Premises, and may remove dead, dying or diseased vegetation within the Easement Premises which poses a safety risk to Trail users; otherwise, Grantee may cut or remove vegetation only with the prior written consent of Grantor. Grantor shall not harvest any trees, if any, in the Easement Premises without the prior written consent of Grantee, except that Grantor may remove dead, diseased, or dying trees without prior permission of Grantee, provided that Grantor has given Grantee notice of the proposed activity so that Grantee can divert public use of the Trail if necessary.

6. Except as specifically permitted under this Easement and excluding those easements that exist within the Easement Premises prior to the grant of this Easement, no rights-of-way, easements of ingress or egress, driveways, roads, utility lines or easements or other servitudes shall be granted, constructed, developed or maintained into, on, over, under, or across the Trail Easement Area without the prior written permission of the Grantee. Notwithstanding the foregoing, Grantee shall not interfere with Grantor’s current ingress or egress to its property nor unreasonably withhold or condition permission for future rights-of-way, easements of ingress or egress, driveways, roads, utility lines or easements or other servitudes, provided that granting such permission for future servitudes would not materially impair recreational use of the Easement Premises and is not otherwise inconsistent with the purpose of this Easement.

7. During construction of the trail, Grantor agrees that Grantee may grade the land immediately adjacent to the Easement Premises and fill, apply topsoil, and seed for the purposes of trail construction and stabilization of the soil, preventing erosion, and restoring the property to similar condition as existed. After construction of the Trail, there shall be no change in the topography of the Easement Premises, or removal of loam, rock, sand, gravel, or other materials, except as required by Grantor in the maintenance of its facilities or by the Grantee for maintenance of the Trail or its utility facilities, control of erosion, vegetative screening, and flood control.

8. Grantee agrees to use due care in its use of the Easement Premises and in the construction, installation, repair, replacement and maintenance of Grantee’s improvements as provided for herein so as not to unreasonably disturb Grantor’s use of its property. Grantee agrees to return the area surrounding the Easement Premises to the condition in which it existed prior to the installation of Grantee’s improvements to the

Easement Premises, including but not limited to, the replacement of any sod, landscaping, paving, or other improvements.

9. There shall be no dumping of garbage, waste, ashes, junk, dead vegetation, or other unsightly or offensive material on or within the Easement Premises. If there is, Grantee shall be responsible for the removal of such material, unless such material was dumped by the Grantor or its employees, contractors, or agents.

10. Grantee shall be responsible for maintaining the Trail and without waiving any defenses against third parties that Grantee may have pursuant to the laws of the Commonwealth of Virginia, Grantee agrees to hold Grantor harmless from liability for personal injury or property damage arising out of the use of the property for trail purposes; provided however, that Grantor shall not be held harmless from liability caused by the negligent or intentional conduct or acts of the Grantor, its agents, invitees, or contractors. If Grantee fails to maintain the Easement Premises after reasonable written notice is provided to the Grantee in light of the circumstances, Grantor shall be permitted, but not obligated to, repair and maintain the premises and require Grantee to reimburse Grantor for such reasonable expenses incurred by the Grantee for the repair and maintenance of the Easement Premises.

11. Grantor shall have the right at its expense to relocate said easement upon Grantor's property so long as such relocation does not unreasonably interfere with the use of the Easement Premises as a part of the Trail. In exercising any rights and privileges under this easement, Grantee agrees to comply with all applicable laws.

12. This Easement conveyed herein shall be binding upon the successors and assigns of the parties hereto.

13. This Easement is subject to all covenants, conditions, restrictions, and other easements of record insofar as they may affect this Easement.

TO HAVE AND TO HOLD said Easement, together with all rights, privileges, and appurtenances thereunto belonging to the Grantee, its successors, lessees, and assigns.

(The remainder of this page is intentionally blank.)

IN WITNESS WHEREOF, the Grantor and Grantee have hereunto set their hands the day and year first above written.

GRANTOR:
KENSON, INC.

By: _____
Randall E. Kendall
President

COMMONWEALTH/STATE OF _____
CITY/COUNTY OF _____; to wit:

The foregoing instrument was acknowledged before me this ____ day of _____, 2013, by Randall E. Kendall, President, on behalf of Kenson, Inc.

_____
Notary Public
(Seal) My commission expires: _____
Notary Registration #: _____

The foregoing Trail Easement is hereby accepted pursuant to Virginia Code § 15.2-1803.

TOWN COUNCIL OF THE
TOWN OF CHRISTIANSBURG, VIRGINIA

By: _____

Name: _____
Title: _____

APPROVED AS TO LEGAL FORM:

_____
Town Attorney

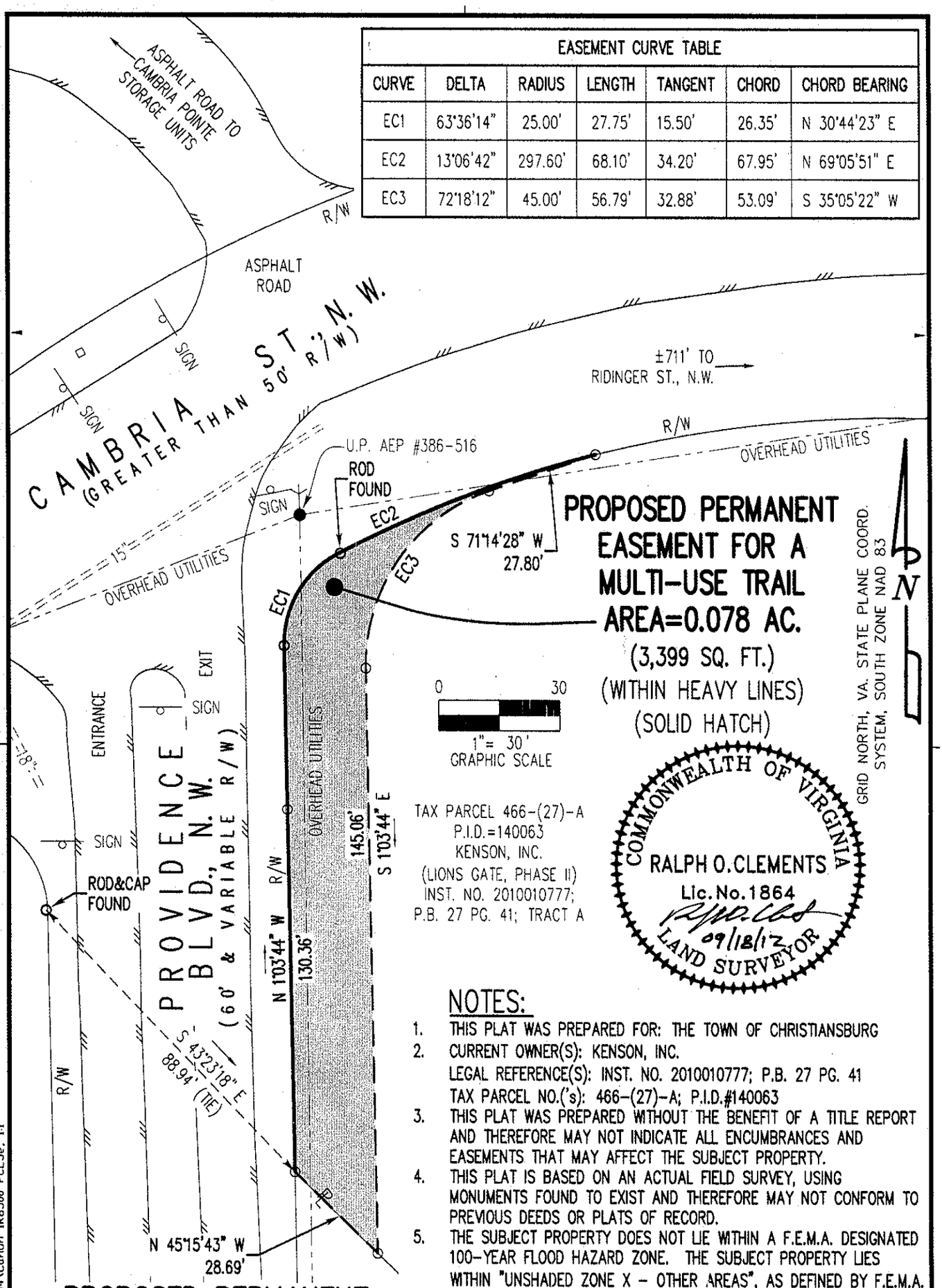
EXHIBIT "A"
(Legal description of Grantor's Property)

Tax Map Parcel No. 466-(27)-A

ALL of "Tract A" as shown on a map entitled "Plat of Survey Showing the Subdivision of Lion's Gate Phase II," prepared by Douglas R. Meredith, L.S., of LMW, P.C., dated June 6, 2005, which map is of record in the Office of the Clerk of the Circuit Court of Montgomery County, Virginia, in Book 27, Pages 41-43 in the Clerk's Office of the Circuit Court of Montgomery County, Virginia;

AND BEING the same property conveyed to Kenson, Inc., by deed dated December 20, 2010 from RWW34, LLC, of record in said Clerk's Office as Instrument Number 2010010777.

EASEMENT CURVE TABLE						
CURVE	DELTA	RADIUS	LENGTH	TANGENT	CHORD	CHORD BEARING
EC1	63°36'14"	25.00'	27.75'	15.50'	26.35'	N 30°44'23" E
EC2	13°06'42"	297.60'	68.10'	34.20'	67.95'	N 69°05'51" E
EC3	72°18'12"	45.00'	56.79'	32.88'	53.09'	S 35°05'22" W



PROPOSED PERMANENT EASEMENT

FOR A MULTI-USE TRAIL ACROSS

TAX PARCEL 466-(27)-A

TOWN OF CHRISTIANSBURG

RINER MAGISTERIAL DISTRICT MONTGOMERY COUNTY, VA.

NOTES:

1. THIS PLAT WAS PREPARED FOR: THE TOWN OF CHRISTIANSBURG
2. CURRENT OWNER(S): KENSON, INC.
   LEGAL REFERENCE(S): INST. NO. 2010010777; P.B. 27 PG. 41
   TAX PARCEL NO.('s): 466-(27)-A; P.I.D.#140063
3. THIS PLAT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT AND THEREFORE MAY NOT INDICATE ALL ENCUMBRANCES AND EASEMENTS THAT MAY AFFECT THE SUBJECT PROPERTY.
4. THIS PLAT IS BASED ON AN ACTUAL FIELD SURVEY, USING MONUMENTS FOUND TO EXIST AND THEREFORE MAY NOT CONFORM TO PREVIOUS DEEDS OR PLATS OF RECORD.
5. THE SUBJECT PROPERTY DOES NOT LIE WITHIN A F.E.M.A. DESIGNATED 100-YEAR FLOOD HAZARD ZONE. THE SUBJECT PROPERTY LIES WITHIN "UNSHADED ZONE X - OTHER AREAS", AS DEFINED BY F.E.M.A. & AS SHOWN ON F.I.R.M. MAP NO. 51121C0143C, EFFECTIVE DATE OF SEPTEMBER 25, 2009. THIS DETERMINATION HAS BEEN MADE BY GRAPHIC METHODS ONLY. NO ELEVATION STUDY HAS BEEN PERFORMED AS A PART OF THIS PROJECT.
6. THERE WERE NO KNOWN IDENTIFICATIONS OF GRAVES, OBJECTS, OR STRUCTURES MARKING A PLACE OF HUMAN BURIAL OBSERVED ON THE SUBJECT PROPERTY DURING THE COURSE OF THIS SURVEY.

REVISED: 09/18/12

20 YEARS GAY AND NEEL, INC.
ENGINEERING ◆ LANDSCAPE ARCHITECTURE ◆ SURVEYING
1260 Radford Street
Christiansburg, Virginia 24073
Phone: (540) 381-6011 Email: info@gayandneel.com
Fax: (540) 381-2773 Web: www.gayandneel.com

EXHIBIT "B"

PROJECT TEAM	
PM	ROC
TECH	KJD
CREW	DWS

DATE	GNI JN	SHEET
03/30/12	1853.4	1

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