

Consideration: Exempt  
Actual Value: Exempt

Tax Map No: 107-(A)-136

**This deed is exempt from recordation taxes pursuant to § 58.1-811(A)(3) of the Code of Virginia, 1950, as amended**

### **DEED OF EASEMENT**

THIS DEED OF EASEMENT is made this \_\_\_ day of April, 2024, by and between the **CITY OF HARRISONBURG, VIRGINIA**, a Virginia municipal corporation, **Grantor**, and the **TOWN OF DAYTON, VIRGINIA** (the “Town”), a Virginia municipal corporation, **Grantee**.

**WHEREAS**, Grantor owns all that certain property situate in the southwest portion of Ashby District, Rockingham County, Virginia, near the Town of Dayton, known as Tax Map Number 107-(A)-136 as identified in the Rockingham County Tax Records, such property being the same real estate acquired by the Grantor by deed dated September 13, 1945, and recorded in the Clerk’s Office of the Circuit Court of Rockingham County, Virginia, in Deed Book 199, at page 176 (“the Property”).

**WHEREAS**, in connection with the Town’s construction, maintenance, and operation of a Nature Trail (the “Project”) to be located on a portion of the Property, Grantor wishes to convey to the Town an easement of the portion of the Property.

**NOW THEREFORE**, in consideration of the mutual covenants and promises set forth herein and other good and valuable consideration, receipt acknowledged, the Grantor grants to the **Town of Dayton, Virginia**, a Virginia municipal corporation, its successors and assigns, an easement (the “Nature Trail Easement”) in the location shown and described as the “**VARIABLE WIDTH NATURE TRAIL**” on sheets two through four of a plat entitled “**VARIABLE WIDTH NATURE TRAIL SILVER LAKE ASHBY DISTRICT, ROCKINGHAM COUNTY, VIRGINIA**” made by Hal T. Benner, L.S., dated November 10, 2023, which plat is attached hereto and recorded herewith as Exhibit A (the “Plat”).

The Town shall have the right to use the Nature Trail Easement, and any and all improvements currently thereon, for the construction, maintenance, and operation of a nature trail and for public park purposes, provided that such uses do not unreasonably interfere with Grantor’s use of the Property as a water source. The Town’s use, construction, maintenance, and operation of the Property shall be at the Town’s sole discretion, provided however that the Town shall maintain the Nature Trail Easement in a good and safe condition. The Nature Trail Easement shall include, and the Town and designated/approved partners shall have, all rights and privileges reasonably necessary for the exercise of the rights granted herein, including without limitation the

rights to landscape the Nature Trail Easement, install lighting and similar utilities, interpretive signage, trash receptacles, and otherwise use and improve the Nature Trail Easement. Notwithstanding the above, the Town shall not place or maintain any trees or other vegetation in a location where the roots or canopy, as anticipated at full growth, will extend within ten feet of the City's utility pipeline on the Property.

Grantor, on behalf of itself and its successors and assigns, hereby covenants and agrees that the Town's use of the easements granted herein shall be free from any interference, obstruction, or disturbance, provided that Grantor may temporarily suspend Grantee's use of the easement if necessary to perform work associated with Grantor's use of the Property as part of its water system, including but not limited to repair, maintenance, construction, and emergency pump setup. Grantor shall give Grantee adequate notice of such temporary suspension and, in the case of emergencies, reasonable notice under the circumstances. Grantor shall minimize the number and duration of any temporary suspensions to the extent possible. Grantor reserves the right to use the portion of the Properties subject to the easements granted herein in any way that does not interfere with the rights herein granted. All improvements to the Nature Trail Easement by the Town shall be owned by the Town and may be removed by the Town at the Town's sole discretion.

The easements granted herein shall terminate and be of no effect if the Town provides written notice to the Grantor, or its successors-in-title, that the Town no longer chooses to use the Properties as a nature trail or public park, or if the Town abandons the use of the nature trail. The Town will restore the portion of the Property used for the nature trail to its original condition upon its termination of this easement. In the event the easement interferes with the Grantor's future plans for the expansion of its water system facilities on the Property, the parties will attempt to establish a mutually acceptable alternate location for the easement granted herein, with the costs of the relocation born by Grantee. If the parties are unable to agree to an alternate location, or an alternate location is not possible due to the Grantor's planned use of the Property as part of its water system, Grantor may terminate this easement by written notice delivered to the Grantee at least one year in advance of the termination date.

WITNESS, the following signatures.

**GRANTOR**

**City of Harrisonburg, Virginia,**  
a Virginia corporation

By: \_\_\_\_\_  
Ande Banks, City Manager

**COMMONWEALTH OF VIRGINIA**

**CITY/COUNTY OF** \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2023, by \_\_\_\_\_ its \_\_\_\_\_ of the City of Harrisonburg, Virginia, a Virginia corporation, on behalf of the corporation.

My commission expires: \_\_\_\_\_

Notary Registration No.: \_\_\_\_\_

\_\_\_\_\_  
*Notary Public*

*[Additional Signature Page Follows]*

Pursuant to § 15.2-1803 of the Code of Virginia, as amended, the interest in real estate conveyed by this deed is accepted on behalf of the Town of Dayton, Virginia, by the Town Manager, as authorized by the Town Council.

ACCEPTING on behalf of the Town of Dayton, Virginia:

\_\_\_\_\_  
Brian J. Borne, Town Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
Jordan K. Bowman, Town Attorney