

**DEED OF CONVEYANCE AND GRANT OF EASEMENT**

This **DEED OF CONVEYANCE AND GRANT OF EASEMENT** is made and entered into this the 24 day of OCTOBER, 2016, by and between **NOLAN B. LANCASTER, single**, 3028 Neal Drive, Lexington, Kentucky 40503, which is the in-care of tax mailing address for the current year ("Grantor"), and **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, 200 East Main Street, Lexington, Kentucky 40507, ("Grantee").

**WITNESSETH:**

That for and in consideration of the sum of **ONE THOUSAND FIVE HUNDRED DOLLARS AND 00/100 (\$1,500.00)**, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, said Grantor has **BARGAINED** and **SOLD** and does hereby **GIVE, GRANT** and **CONVEY** unto the Grantee, its successors and assigns forever, the following tract of land located in Lexington, Fayette County, Kentucky, and more particularly described as follows, to wit:

**Fee Simple Right-of-Way**  
**(a portion of 3028 Neal Drive)**

**Clays Mill Road Improvement Project, Section 1**  
**(Harrodsburg Road to New Circle Road)**  
**Parcel No. 3A**

Beginning at a point 41.86 feet right of Clays Mill Road at Station 117+96.98 thence North 23 Degrees 36 Minutes 36 Seconds East a distance of 7.02 feet to a point 41.86 feet right of Clays Mill Road at Station 118+04.00 thence South 66 Degrees 34 Minutes 11 Seconds East a distance of 22.16 feet to a point 64.02 feet right of Clays Mill Road at Station

Return to:  
Charles E. Edwards III  
LFUCG, Dept. of Law, 11<sup>th</sup> Floor  
200 East Main Street  
Lexington, KY 40507

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118+04.06 thence North 84 Degrees 07 Minutes 05 Seconds West a distance of 23.27 feet to a point 41.86 feet right of Clays Mill Road at Station 117+96.98 and the POINT OF BEGINNING;

The above described parcel contains 0.002 acres (78 sq. ft.) in fee simple; and

Being a portion of the property conveyed to Nolan B. Lancaster by deed dated February 20, 2015, of record in Deed Book 3294, Page 255, in the Fayette County Clerk's Office.

**FURTHER**, for and in consideration of the aforementioned sum, the receipt and sufficiency of which is hereby acknowledged, Grantor has **BARGAINED** and **SOLD** and does hereby **GIVE, GRANT** and **CONVEY** unto the Grantee, its successors and assigns, the temporary right to excavate, grade, construct, alter, re-grade and perform related work for the purpose of roadway improvements and construction, installation and relocation through and across the following tract of land located in the confines of Lexington, Fayette County, Kentucky, and more particularly described as follows, to wit:

**Temporary Construction Easement**  
**(a portion of 3028 Neal Drive)**

**Clays Mill Road Improvement Project, Section 1**  
**(Harrodsburg Road to New Circle Road)**  
**Parcel No. 3B**

Being a tract of land lying in Fayette County on the east side of Clays Mill Road, point of beginning being approximately 144 feet south of the intersection of Neal Drive and Clays Mill Road, and more particularly described as follows:

Beginning at a point 41.81 feet right of Clays Mill Road at Station 116+84.23; thence North 23 Degrees 36 Minutes 36 Seconds East a distance of 112.75 feet to a point 41.86 feet right of Clays Mill Road at Station 117+96.98; thence South 84 Degrees 07 Minutes 05 Seconds East a distance of 23.27 feet to a point 64.02 feet right of Clays Mill Road at Station

118+04.06; thence South 72 Degrees 50 Minutes 45 Seconds West a distance of 19.65 feet to a point 49.13 feet right of Clays Mill Road at Station 117+91.24; thence South 23 Degrees 36 Minutes 36 Seconds West a distance of 107.00 feet to a point 49.09 feet right of Clays Mill Road at Station 116+84.23; thence North 66 Degrees 25 Minutes 03 Seconds West a distance of 7.28 feet to a point 41.81 feet right of Clays Mill Road at Station 116+84.23 and the POINT OF BEGINNING.

The above described parcel contains 0.020 acres (889 sq. ft.) of temporary construction easement; and

Being a portion of the property conveyed to Nolan B. Lancaster by deed dated February 20, 2015, of record in Deed Book 3294, Page 255, in the Fayette County Clerk's Office.

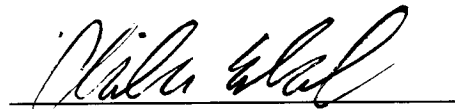
**TO HAVE AND TO HOLD** the above-described fee simple right-of-way and easement together with all rights, appurtenances, and improvements thereunto belonging unto said Grantee, its successors and assigns, for the purposes and uses herein designated.

The above-described temporary construction easement runs with the land for the duration of the improvement project and is binding upon the successors and assigns of the Grantor. The temporary construction easement shall take effect upon the commencement of construction of the project and will expire upon completion of the project.

Grantor does hereby release and relinquish unto the Grantee, its successors and assigns forever, all of his right, title, and interest in and to the property, including all exemptions allowed by law, and does hereby covenant to and with the Grantee, its successors and assigns forever, that he is lawfully seized in fee simple of said property



PREPARED BY:



CHARLES E. EDWARDS III

Attorney

Lexington-Fayette Urban County Government

Department of Law, 11th Floor

200 East Main Street

Lexington, Kentucky 40507

(859) 258-3500

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I, Donald W Blevins Jr, County Court Clerk  
of Fayette County, Kentucky, hereby  
certify that the foregoing instrument  
has been duly recorded in my office.



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By: SHEA BROWN ,dc

201610260203

October 26, 2016                      14:52:46    PM

Fees	\$23.00	Tax	\$ .00
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Total Paid	\$23.00
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6 Pages

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