

CONSTRUCTION LEASE/EASEMENT AGREEMENT

This lease is made and executed in duplicate by and between **FLOYD MESSER, Trustee**, whose post office address is Post Office Box 180, McAlpin, Florida 32062, "lessor," and **SUWANNEE COUNTY, FLORIDA**, whose post office address is c/o Clerk of the Circuit Court, Suwannee County Courthouse, 200 South Ohio Avenue, Live Oak, Florida 32064, "lessee."

SECTION I DESCRIPTION OF PREMISES

Lessor leases to lessee, and lessee hires from lessor, the following described real property; to-wit:

Part of the W 1/2 of the SE 1/4 of the SE 1/4 of the NW 1/4 of Section 29, Township 3 South, Range 14 East, Suwannee County, Florida, being more particularly described as follows:

A strip of land being 30 feet in width lying West of 140th Street. *lying West of 93rd Drive. WJM*

SECTION II TERM

This lease shall terminate upon the completion of repairs to or replacement of 140th Street as presently located.

SECTION III RENT

The lessee agrees to pay lessor a monthly rental of **ONE and no/100 Dollar (\$1.00)** by check made payable to Floyd Messer, Trustee delivered to Post Office Box 180, McAlpin, Florida 32062. The first such installment shall be due upon execution of this agreement and each subsequent installment shall be due on the first day of each month thereafter during the term of the lease.

SECTION IV USE OF PREMISES

The premises are leased for use as a temporary road right-of-way for use during repairs to 140th Street.

SECTION V LIABILITY

For all purposes, during the term of this lease, the above-described premises shall be deemed and considered a part of the public road system of Suwannee County, Florida.


SECTION VI
BINDING EFFECT ON SUCCESSORS AND ASSIGNS

This lease and the covenants and conditions of this lease apply to and are binding on the heirs, successors, executors, administrators, and assigns of the parties to this lease.

SECTION VII
ENTIRE AGREEMENT; AMENDMENT

This lease contains all the agreements of the parties with respect to the subject matter and cannot be amended or modified except by written agreement.

SUWANNEE COUNTY, FLORIDA



WESLEY WAINWRIGHT,
Chairman



ATTEST



BARRY A. BAKER, Clerk 121712



FLOYD MESSER, Trustee

STATE OF FLORIDA
COUNTY OF SUWANNEE

THE FOREGOING INSTRUMENT was acknowledged before me this 17
day of December 2012, by

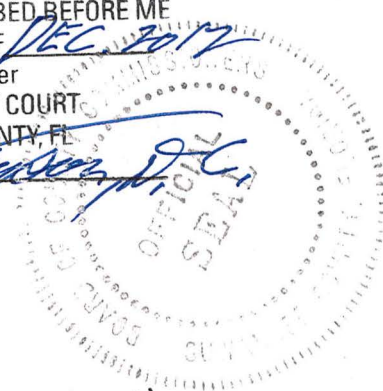
PAULA Pennington

WESLEY WAINWRIGHT and ~~BARRY A. BAKER~~
as Chairman of the Board of County Commissioners
and Clerk of the Courts, respectively, Lessee

who are personally known to me or who produced the identification shown above
and who took an oath.

SWORN TO AND SUBSCRIBED BEFORE ME
THIS 17th DAY OF DEC 2012
Barry A. Baker
CLERK OF CIRCUIT COURT
SUWANNEE COUNTY, FL

BY: *[Signature]*



Notary Public

My Commission Expires:

STATE OF FLORIDA
COUNTY OF SUWANNEE

THE FOREGOING INSTRUMENT was acknowledged before me this 5th
day of December 2012, by

FLOYD MESSER, Trustee, Lessor

who are personally known to me or who produced the identification shown above
and who took an oath.

Debbie Vickers

Notary Public

Prepared by:
HAL A. AIRTH
Attorney at Law
P.O. Box 448
Live Oak, Florida 32064

My Commission Expires:



Debbie Vickers
COMMISSION #EE 212568
EXPIRES: JUN. 26, 2016
WWW.AARONNOTARY.com