

RESOLUTION

No. 2024 / 12 / 01
Out Of Order

To the HONORABLE Mark DeWitte, Chairman, and Members of the Hawkins County Board of Commissioners in Regular Session, met this 16 day of December 2024.

**RESOLUTION IN REF: LEASE OF FIRST COMMUNITY BANK DRIVE THROUGH
FOR USE BY THE HAWKINS COUNTY CLERK STAFF**

WHEREAS, the Hawkins County Clerk’s Office has maintained a branch at the drive through at First Community Bank on West Main Street in Rogersville for three years; and

WHEREAS, the Hawkins County Commission appreciates the willingness of First community to have allowed the use of the building for a nominal cost; and

WHEREAS, the County Clerk’s office has determined that the convenience of using the drive through has been very welcomed by Hawkins County citizens; and

WHEREAS, the First Community Bank Board of Directors is offering continued use of the building For a charge of \$300 per month, which covers the bank’s insurance and tax expenses.

NOW, THEREFORE, BE IT RESOLVED THAT the Hawkins County Commission gives permission to the attached annual lease for the facility for \$300 per month through 2025. This lease has been approved by the County Attorney for appropriateness.

Introduced By Esq. John Gibson

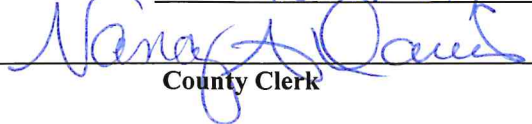
ACTION: AYE NAY ABSTAIN

Seconded By Esq. _____

Roll Call _____ _____ _____

Date Submitted 12-9-24

Voice Vote _____ _____ _____



County Clerk

Absent _____ _____ _____

COMMITTEE ACTION

By: _____

Chairman _____

Mayor _____

MAYOR’S ACTION: Approved _____ Veto _____

LEASE AGREEMENT

THIS LEASE, by and between FIRST COMMUNITY BANK, hereinafter referred to as Lessor, and HAWKINS COUNTY, TENNESSEE, hereinafter referred to as Lessee, is as follows:

WHEREAS, in and for the consideration as hereinafter set, Lessor hereby leases the exclusive use and possession unto Lessee the following described premises located in Rogersville, Tennessee, to-wit: 809 West Main Street — Drive-Thru Location. Lessor may also have reasonable access to and use of the parking areas located at said address.

Lessee shall pay the sum of three hundred dollars (\$300.00) unto Lessor as rent per month with the first of said payments being due on January 3, 2025 and an additional amount due on the first day of each month thereafter for the term of this lease.

This Lease shall be effective from January 1, 2025 and shall terminate on December 31, 2025. During the term of this Lease, Lessee agrees to name Lessor as an additional insured on its General Liability Certificate with respect to said premises. Lessor or Lessee shall have the option to cancel this Lease Agreement at any time during this period by the giving of at least thirty (30) days written notice.

Lessee shall be responsible for any and all minor repairs including utilities, if the amount can be ascertained as to the leased premises. Lessor shall be solely responsible for all major repairs as well as payment of taxes and insurance.

Lessee agrees to hold Lessor harmless and/or fully indemnify same as to any cause of action which might arise as a result of Lessee's possession of the leased premises during the term of said Lease. Lessor warrants free and clear title to the leased premises and that Lessee will thus have superior and exclusive use and possession of said premises pursuant to this Lease.

This _____ day of _____, 2024.

FIRST COMMUNITY BANK

By: Name: _____

HAWKINS COUNTY, TENNESSEE

By: _____
Mark Dewitte
County Mayor

STATE OF TENNESSEE
COUNTY OF HAWKINS

Before me, a Notary Public in and for the state and county aforesaid, personally appeared _____ with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be _____ of FIRST COMMUNITY BANK, the within named bargainor, and that he/she, as such _____, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of First Community Bank, by himself/herself as _____.

WITNESS my hand official seal at office, this _____ day _____, of 20____.

NOTARY PUBLIC

My Commission Expires:

STATE OF TENNESSEE
COUNTY OF HAWKINS

Before me, a Notary Public in and for the state and county aforesaid, personally appeared MARK DEWITTE, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be County Mayor of HAWKINS COUNTY, TENNESSEE, the within named bargainor, and that he, as such County Mayor, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of Hawkins County, Tennessee, by himself as County Mayor.

WITNESS my hand official seal at office, this day _____,
of 20 _____.

NOTARY PUBLIC

My Commission Expires:
