

Kristin Culberson

From: Luana Howell <Lhowell@countyofupshur.com>
Sent: Wednesday, March 10, 2021 1:19 PM
To: 'Todd Tefteller'
Cc: 'Kristin Culberson'
Subject: Ore City office

Please put on the agenda for the March 15, 2021 meeting:


Discuss and take action to approve a new contract with First National Bank of East Texas to move the Tax Office, previously located in the Security State Bank branch in Diana, to the First National Bank of East Texas branch location in Ore City.

My plan is to open this office on Thursdays and Fridays only, and hours will be determined based on banking hours.

I put the original contract, already signed by Danny Weems, in your box downstairs in the hallway.

Thank you,

Luana Howell, PCC
Upshur County Tax A-C
903-843-3085
903-680-8309 direct

FILED
TERRI ROSS
COUNTY CLERK
2021 MAR 15 AM 11:06
UPSHUR COUNTY, TX.
BY 
DEPUTY

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OFFICE SPACE USE AGREEMENT

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF UPSHUR §

That the herein parties are First National Bank of East Texas, NA, formerly known as Security State Bank, NA, which is owned by First Gilmer Bankshares, (hereinafter referred to as the Bank) and the County of Upshur, State of Texas, (hereinafter called the County). Each party knowingly and willingly enters into this Agreement regarding primarily the Upshur County Tax Office’s use of certain office space owned by the Bank in Ore City, Texas, currently known as First National Bank of East Texas.

The Bank hereby agrees to provide “rent free” certain office and waiting area space inside said bank’s building known as First National Bank of East Texas for use by the Upshur County Tax Office. The Bank will provide a desk, electricity during predetermined business hours, and other common and necessary common facilities normally found in or used by a business office. The County may and

hereby is granted permission and authority to upgrade and install at its expense any necessary electronic or wireless internet equipment communication connection that would allow the County and its Tax Office to function independently from the Bank and its systems in any way normally done in a County owned building. Building damage caused by such installation and related maintenance shall be repaired to the Bank's satisfaction but at the County's expense. Any such costs would be incurred by the County and the County will maintain at its cost any telephone phone lines, and computers, including the line or wireless connection, computer equipment and software that will make the intended use function. In addition, the County will at its expense be responsible for any facsimile machines and photo copiers necessary to perform its intended duties, services, and business contemplated at the Bank's 220 E Main St, Ore City, Texas location.

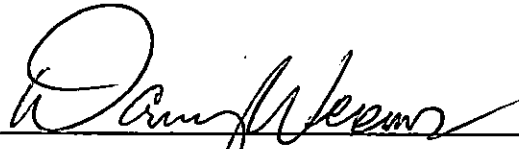
Except for intentional torts or acts of gross negligence, there is no personal injury indemnity agreement between the parties. Each party, independent of one another, is responsible for their own person and property damage liability. As to the premises used by the County owned by the Bank, the County has the duty to

repair and not damage same, reasonable wear and tear excepted. Neither party is responsible to the other for damages caused by the acts and omissions of non-employee third parties.

The Bank shall have the sole discretion of dates and time of opening and closing of business.

This agreement allows the exclusive rights of possession, use and enjoyment of the designated office premises, plus shared common entrance and access use, and common lobby and restroom shared facilities authorized by the Bank for County purposes without interruption until one or both parties decide to dissolve this Agreement and its terms with 45 days advance notice.


Witness our signatures effective this the 15 day of MARCH, 2021.



Danny Weems
First National Bank President & CEO

3/10/21

Date



Todd Tefteller, Upshur County Judge

Date



Gene Dolle, Commissioner Pct #1

Date



Dustin Nicholson, Commissioner Pct #2

3/15/21

Date



Michael Ashley, Commissioner Pct #3

3.15.21

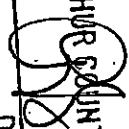
Date



Jay Miller, Commissioner Pct #4

3-15-21

Date

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COUNTY CLERK
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