

#7

**PARKING LOT LEASE AGREEMENT**

**Between Westminster Presbyterian Church and Navarro County  
Commissioners Court**

This Parking Lot Lease Agreement ("Agreement") is made and entered into by and between:

**Lessor:** Westminster Presbyterian Church, a Texas nonprofit religious organization, located at **312 N. 13th Street, Corsicana, Texas 75110**, acting by and through **Ken Cavanaugh**, and **Pastor Jen Mitchell**;

and

**Lessee:** Navarro County Commissioners Court, located at **300 W. 3rd Avenue, Corsicana, Texas 75110**, acting by and through **The Honorable H.M. Davenport, Jr.**

The parties hereby agree as follows:

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**1. Premises**

The Lessor hereby leases to the Lessee the parking lot **located on the southeast corner of N. 13th Street and W. 3rd Avenue in Corsicana, Texas**, together with all improvements located thereon ("Premises").

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**2. Term**

The term of this Agreement shall be **twenty (20) years**, beginning **on the date the Lessee completes the repairs described in Section 3 ("Commencement Date")** and ending twenty (20) years thereafter, unless earlier terminated as provided herein.

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**3. Consideration and Required Repairs**

As consideration for this lease, the Lessee shall:

1. Perform a **2-inch asphalt overlay** on the parking lot surface;
2. **Repair the two driveway entrances** to the parking lot; and
3. **Repair any damaged sidewalk sections** adjacent to the Premises.

There is **no monetary rent**, and satisfaction of the above work constitutes the full payment for the lease.

There is **no deadline** required for the completion of repairs; however, the lease term does not begin until the repairs are fully completed.

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#### **4. Use of Premises**

##### **4.1 Lessee's Exclusive Use**

Upon commencement of the lease term, the Lessee shall have **exclusive use of the Parking Lot only from 8:00 a.m. to 5:00 p.m., Monday through Friday.**

##### **4.2 Lessor's Use Outside Business Hours**

Outside of these hours (evenings, weekends, holidays), the Premises shall revert to the **full control and use of the Lessor**, who may use or restrict access at its discretion.

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#### **5. Maintenance Responsibilities After Completion of Repairs**

After the initial repairs have been completed:

- **Future pavement repairs:** Lessee
  - **Striping or repainting of parking lines:** Lessee
  - **Snow/ice removal (if applicable):** Lessee (during its weekday operational hours)
  - **General upkeep:** Not required under this Agreement
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#### **6. Signage**

The Lessee may install **reasonable, permanent signage** directing the public to the parking lot.

No additional approval from the Lessor is required, provided signage is:

- Not hazardous
- Not materially damaging to any structure
- Of reasonable size and location relative to the parking lot's purpose

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## **7. Liability, Insurance, and Indemnification**

### **7.1 Liability**

The parties agree that:

- The **Lessee shall not be liable** for injury, damage, or loss occurring on the Premises.
- The **Lessor shall not be liable** for injury, damage, or loss occurring on the Premises during the Lessee's operational hours.

### **7.2 Non-waiver**

Nothing in this Agreement shall be construed as a waiver of any governmental immunity or church nonprofit protections under Texas law.

### **7.3 Insurance**

No specific insurance requirements are imposed by this Agreement.

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## **8. Improvements**

If the Lessee desires to add lighting or make additional improvements not specified in Section 3, such improvements may be made **only with the written consent of the Lessor**. (You indicated lighting does not apply, so this clause simply anticipates future possibilities.)

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## **9. Renewal**

This Agreement may be renewed **only upon mutual written agreement** of both parties. There is no automatic renewal.

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## **10. Governing Law and Venue**

This Agreement shall be governed by the laws of the **State of Texas**, and venue for any dispute shall lie exclusively in **Navarro County, Texas**.

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**11. Entire Agreement**

This Agreement contains the entire understanding of the parties concerning the subject matter and supersedes all prior agreements or discussions. Any amendments must be in writing and signed by both parties.

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**12. Signatures**

**LESSOR:**


Westminster Presbyterian Church

By: 

Ken Cavanaugh

Date: March 15, 2026

Westminster Presbyterian Church

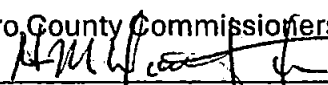
By: 

Pastor Jen Mitchell

Date: March 15, 2026

**LESSEE:**

Navarro County Commissioners Court

By: 

The Honorable H.M. Davenport, Jr.

Date: MARCH 26, 2026