

SELLER'S TEMPORARY RESIDENTIAL LEASE

1. **PARTIES:** The parties to this Lease are COUNTY OF HIDALGO (Landlord) and CRUZ MORALES and wife, MARIA TERESA MORALES (Tenant).
2. **LEASE:** Landlord leases to Tenant the Property described on Exhibit "A" attached hereto and made a part hereof for all purposes, known as the Southwest corner of Rodgers Road and 10th Street, Hidalgo County, Texas, save and except that portion described on Exhibit "B" which is attached hereto and made a part hereof for all purposes.
3. **TERM:** The term of this Lease commences on the date the sale is closed and funded and terminates February 14, 2008, unless terminated earlier by reason of other provisions.
4. **RENTAL:** Tenant shall pay to Landlord as rental \$10.00 for the six-month term of the Lease to be paid at the time of funding of the sale. Tenant will not be entitled to a refund if this Lease terminates early due to Tenant's default or voluntary surrender of the Property.
5. **UTILITIES:** Tenant shall pay all utility charges.
6. **USE OF PROPERTY:** Tenant may use the Property only for residential purposes. Tenant may not assign this Lease or sublet any part of the Property.
7. **CONDITION OF PROPERTY:** Tenant accepts the Property in its present condition and state of repair at the commencement of the Lease. Upon termination, Tenant shall surrender the Property to Landlord in this same condition, except normal wear and tear and any casualty loss.
8. **ALTERATIONS:** Tenant may not alter the Property or install improvements or fixtures without the prior written consent of the Landlord. Any improvements or fixtures placed on the Property during the Lease become the property of Landlord.
9. **INSPECTIONS:** Landlord may enter at reasonable times to inspect the Property.
10. **LAWS:** Tenant shall comply with all applicable laws, restrictions, ordinances, rules and regulations with respect to the Property.
11. **REPAIRS AND MAINTENANCE:** Except as otherwise provided in this Lease, Tenant shall bear all expense of repairing and maintaining the Property. Tenant shall promptly repair at Tenant's expense any damage to the Property caused directly or indirectly by any act or omission of the Tenant or any person other than the Landlord, Landlord's agents or invitees.

12. **INDEMNITY:** Tenant indemnifies Landlord from the claims of all third parties for injury or damage to the person or property of such third party arising from the use or occupancy of the Property by Tenant. This indemnification includes attorney's fees, costs and expenses incurred by Landlord.
13. **INSURANCE:** Tenant shall maintain such insurance on the contents and Property during the term of this Lease as Landlord may deem appropriate. **NOTE: CONSULT YOUR INSURANCE AGENT; POSSESSION OF THE PROPERTY BY SELLER AS TENANT MAY CHANGE INSURANCE POLICY COVERAGE.**
14. **DEFAULT:** If Tenant fails to perform or observe any provision of this Lease and fails, within 24 hours after notice by Landlord, to commence and diligently pursue to remedy such failure, Tenant will be in default.
15. **TERMINATION:** This Lease terminates upon expiration of the term specified in Paragraph 3 or upon Tenant's default under this Lease.
16. **HOLDING OVER:** Tenant shall surrender possession of the Property upon termination of this Lease. Any possession by Tenant after termination creates a tenancy at sufferance and will not operate to renew or extend this Lease.
17. **ATTORNEY'S FEES:** The prevailing party in any legal proceeding brought under or with respect to this Lease is entitled to recover from the non-prevailing party all costs of such proceeding and reasonable attorney's fees.
18. **CONSULT YOUR ATTORNEY:** This Lease is intended to be legally binding. **READ IT CAREFULLY.** If you do not understand the effect of this Lease, consult your attorney **BEFORE** signing.
19. **NOTICES:** All notices from one party to the other must be in writing and are effective when mailed to or hand-delivered at, as follows:

To Landlord:

County of Hidalgo
509 E. Earling Road
San Juan, Texas 78589

To Tenant:

Cruz Morales and Maria Teresa Morales
RR 4, Box 781
Edinburg, Texas 78541

[SIGNATURE PAGE FOLLOWS]

COUNTY OF HIDALGO

CRUZ MORALES

By: _____
J. D. Salinas, III, County Judge

MARIA TERESA MORALES

ATTEST:

Arturo Guajardo, Jr., County Clerk

EXHIBIT "A"

All of Lot 5, RODGERS LAKE ESTATES, Hidalgo County, Texas, according to the map recorded in Volume 25, Page 186-B, Map Records in the Office of the County Clerk of Hidalgo County, Texas, reference to which is here made for all purposes.

EXHIBIT "B"

Being a 0.34 (14,832 square feet) of an acre tract of land, more or less, out of Lot 5, Rodgers Lake Estates Subdivision, a 0.50-acre tract of land, being a subdivision of 3.06 acres out of lots 10 & 11, Section 235, Texas-Mexican Railway Company's Survey Subdivision of lands in Hidalgo County, Texas, as recorded in Volume 25, Page 186B, Map Records, Hidalgo County, Texas. Said 0.50-acre tract of land is vested to Cruz Morales and wife Maria Teresa Morales by virtue of a Warranty Deed dated September 9, 1996, as recorded in the office of the County Clerk of Hidalgo County, Texas, Document No. 548901, Official Records, Hidalgo County, Texas. Said 0.34 (14,832 square feet) of an acre tract of land being more particularly described by metes and bounds as follows;

COMMENCING at the Northeast corner of Lot 11, Section 235, Texas-Mexican Railway Company's Survey, Hidalgo County, Texas, as recorded in Volume 1, Page 12, Map Records, Hidalgo County, Texas; **THENCE**, S 09°05'00" W, a distance of 35.00 feet and N 80°55'00" W, a distance of 30.00 feet to the Northeast corner and the **POINT OF BEGINNING** of said tract herein described; with grid coordinates of X=1,080,830.17 and Y=16,647,868.07. All bearings and coordinates are based on the State Plane Coordinate System of Texas, South Zone, North American Datum 1983 (1993 adjustment), English Units.

THENCE, S 09° 05' 00" W, along the East line of Lot 11, for a distance of 239.70 feet to a point for the Southeast corner of said tract herein described;

THENCE, N 80° 55' 00" W, parallel to the North line of Lot 11, for a distance of 60.00 feet to a No. 4 rebar with an orange plastic cap marked "TEDSI" set for the Southwest corner of said tract herein described;

THENCE, N 09° 05' 00" E, parallel to the East line of Lot 11, for a distance of 209.70 feet, to a No. 4 rebar with an orange plastic cap marked "TEDSI" set for an internal corner of said tract herein described;

THENCE, N 35° 55' 00" W, for a distance of 42.43 feet, to a No. 4 rebar with an orange plastic cap marked "TEDSI" set for an external corner of said tract herein described;

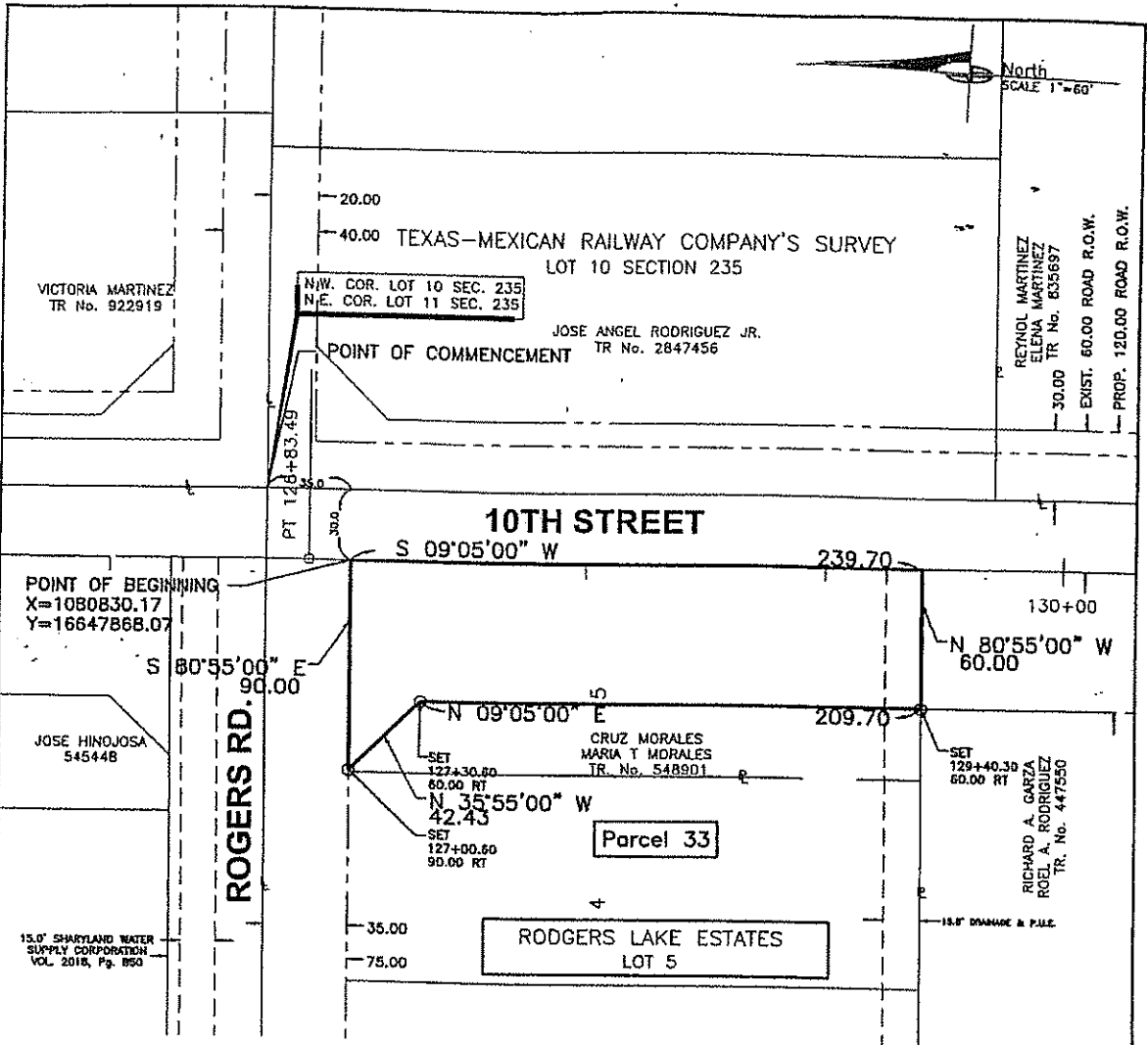
THENCE, S 80° 55' 00" E, along the North line of Lot 11, for a distance of 90.00 feet to the **POINT OF BEGINNING** and containing 0.34 (14,832 square feet) of an acre of land, of which 0.02 of an acre lies in an existing drainage and P.U.E. for a **PROPOSED NET TAKING** of 0.34 of an acre of land, more or less.

A plat of same date accompanies this Field Note Description



Mark W. Luper - R.P.L.S. # 4637

Date: 4.25.07



VICTORIA MARTINEZ
TR No. 922919

N.W. COR. LOT 10 SEC. 235
N.E. COR. LOT 11 SEC. 235

JOSE ANGEL RODRIGUEZ JR.
TR No. 2847456

REYNOL MARTINEZ
ELENA MARTINEZ
TR No. 835697
30.00
EXIST. 60.00 ROAD R.O.W.
PROP. 120.00 ROAD R.O.W.

POINT OF BEGINNING
X=1080830.17
Y=16647868.07

JOSE HINOJOSA
54544B

CRUZ MORALES
MARIA T MORALES
TR. No. 548901

RICHARD A. GARZA
ROEL A. RODRIGUEZ
TR. No. 447550

15.0" SHARYLAND WATER
SUPPLY CORPORATION
VOL. 2018, Pg. 850

RODGERS LAKE ESTATES
LOT 5

ROGERS RD.

Parcel 33

**SURVEY PLAT OF
PARCEL 33
BEING A 0.34-ACRE TRACT OF LAND
OUT OF LOT 5, RODGERS LAKE ESTATES,
OUT OF LOT 11, SECTION 235,
TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY,
HIDALGO COUNTY, TEXAS,
VOL. 25, PG. 186B, H.C.M.R.**

Parcel 33

Total Acreage: 0.50 ac.
To be Acquired: 0.34 ac.
Easement: Exist Drainage & P.U.E. 0.02 ac.
Proposed Net Taking: 0.34 ac.
Remainder Left: 0.16 ac.
Document:

OWNER: Cruz Morales and wife Maria Teresa Morales by virtue of a Warranty Deed dated September 9, 1996, as recorded in the Office of the County Clerk, Hidalgo County, Texas, Document No. 548901, Official Records, Hidalgo County, Texas.

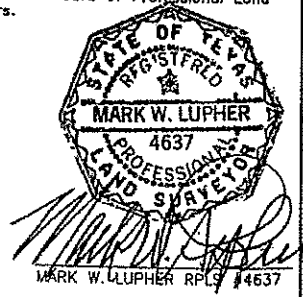
DESCRIPTION: Being a 0.34 acre tract of land, more or less, out of Lot 5, Rodgers Lake Estates, Hidalgo County, Texas, being a subdivision of 3.06 acres out of Lot 11, Section 235, Texas Mexican Railway Company's Survey Subdivision, Hidalgo County, Texas, according to the map thereof recorded in Volume 25, Page 186B, Map Records, Hidalgo County, Texas.

APPARENT LIENHOLDER: Retained in Deed of Trust dated November 5, 1996, as recorded in the Office of the County Clerk, Hidalgo County, Texas, Document No. 561552, Official Records, Hidalgo County, Texas, from Cruz Morales and wife Maria Teresa Morales, To: John F. Tierney, Trustee, for the benefit of McAllen National Bank and by extension of Real Estate Note and Lien dated December 31, 2002, as recorded in the office of the County Clerk, Hidalgo County, Texas, Document No. 1166977, Official Records, Hidalgo County, Texas.

- Notes:**
1. Set indicates (1/2 inch Iron Rod) No. 4 rebar with a plastic cap marked "TEDSI".
 2. Survey line locations are approximate and based on best available evidence.
 3. A field note description of same date accompanies this plat.

The undersigned hereby certifies that this survey was made on the ground, and that the only improvements are as shown, and that there are no visible encroachments, visible overlapping, visible easements or apparent conflicts except as shown hereon.

This survey substantially conforms to the Minimum Standards of Practice as approved by the Texas Board of Professional Land Surveyors.



DATE: 4.25.07