

WARRANTY DEED

Date: February 19, 1997

Grantor: FLOR CORTINAS, a single person as her sole and separate property and JUAN DE DIOS CORTINAS, a single person as his sole and separate property.

Mailing Address (including county):

RT 8, Box 3980
Mission, Texas 78572
Hidalgo County

Rt 8, Box 3953,
Mission, Texas 78572
Hidalgo County

Grantee: PARAISO EBANOS, INC., a Texas nonprofit corporation

Grantee's Mailing Address (including county):

Route 20, Box 2348-C, Lot 20,
Mission, Hidalgo County, Texas 78572

Consideration:

Ten and NO/100THS Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Grantors.

Property (including any improvements):

The South 5.0 acres of the North 20.0 acres of Lot 45-2, WEST ADDITION TO SHARYLAND, Hidalgo County, Texas, according to map thereof recorded in Volume 1, Page 56, Map Records of Hidalgo County, Texas.

Reservations from and Exceptions to Conveyance and Warranty:

- 1. Water Contract dated May 11, 1921, from United Irrigation Company, et al., to Baker Trust recorded in Volume 177, Page 231, Deed Records of Hidalgo County, Texas.
2. A Road Easement along the East side of said property as shown on plat recorded in Volume 1, Page 56, Map Records of Hidalgo County, Texas.

3. Easements, rights, rules, and regulations in favor of Hidalgo County Water Control and Improvement District No. 7.
4. Oil and Gas Lease dated October 18, 1984, from Four S. Minerals, Ltd., to Shell Western E & P, Inc., recorded in Volume 2095, Page 948, Official Records of Hidalgo county, Texas. Title to said Lease not checked subsequent to date of aforesaid instrument.
5. Oil and Gas Lease dated December 29, 1958, from Mary O'Brien Shary, et al., to Pam American Petroleum Corporation recorded in Volume 236, Page 94, Oil and Gas Lease Records of Hidalgo County, Texas. Title to said Lease not checked subsequent to date of aforesaid instrument.
6. All oil, gas, and other minerals reserved in Deed dated July 15, 1955, recorded in Volume 177, Page 21, Oil and Gas Lease Records of Hidalgo county, Texas. Title to said interest not checked subsequent to the date of aforesaid instrument.

7.

The Property, or any part thereof, shall only be used by Grantee for the construction and operation of a community center and related activities. Upon completion of construction by Grantee of its community center facility, the property shall be dedicated by Grantee, in perpetuity, for community center and related purposes in accordance with the grant agreement of even date herewith between Grantee and the County of Hidalgo, Texas. Should Grantee fail, at any time in the future, to own, operate and maintain the Property for a community center and related uses, the estate granted herein shall, without entry or suit, immediately transfer to and vest in the County of Hidalgo, Texas and its successors, and the County of Hidalgo, Texas shall be entitled to immediate possession and ownership of the Property and any and all improvements constructed thereon; and, no act or omission upon the part of the County of Hidalgo, Texas and its successors shall be a waiver of the operation or enforcement of such condition, it being the intent of Grantor to convey an estate in fee simple to Grantee subject to an executory interest in favor of the County of Hidalgo, Texas.

~~Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person~~

whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty.

When the context requires, singular nouns and pronouns include the plural.

Flor Cortinas
Flor Cortinas

Juan De Dios Cortinas
Juan De Dios Cortinas

(Acknowledgment)

THE STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on the 19 day of Feb, 1997, by FLOR CORTINAS.



[Signature]
Notary Public, State of Texas

(Acknowledgment)

THE STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on the 19 day of Feb, 1997, by JUAN DE DIOS CORTINAS.



[Signature]
Notary Public, State of Texas

CHARGE: STEWART TITLE
AFTER RECORDING RETURN TO:

DAVID E. GIRAULT
ATLAS & HALL, L.L.P.
818 PECAN
McALLEN, TEXAS 78502-3725

Filed for Record in:
Hidalgo County, Texas
by Jose Eloy Pulido
County Clerk

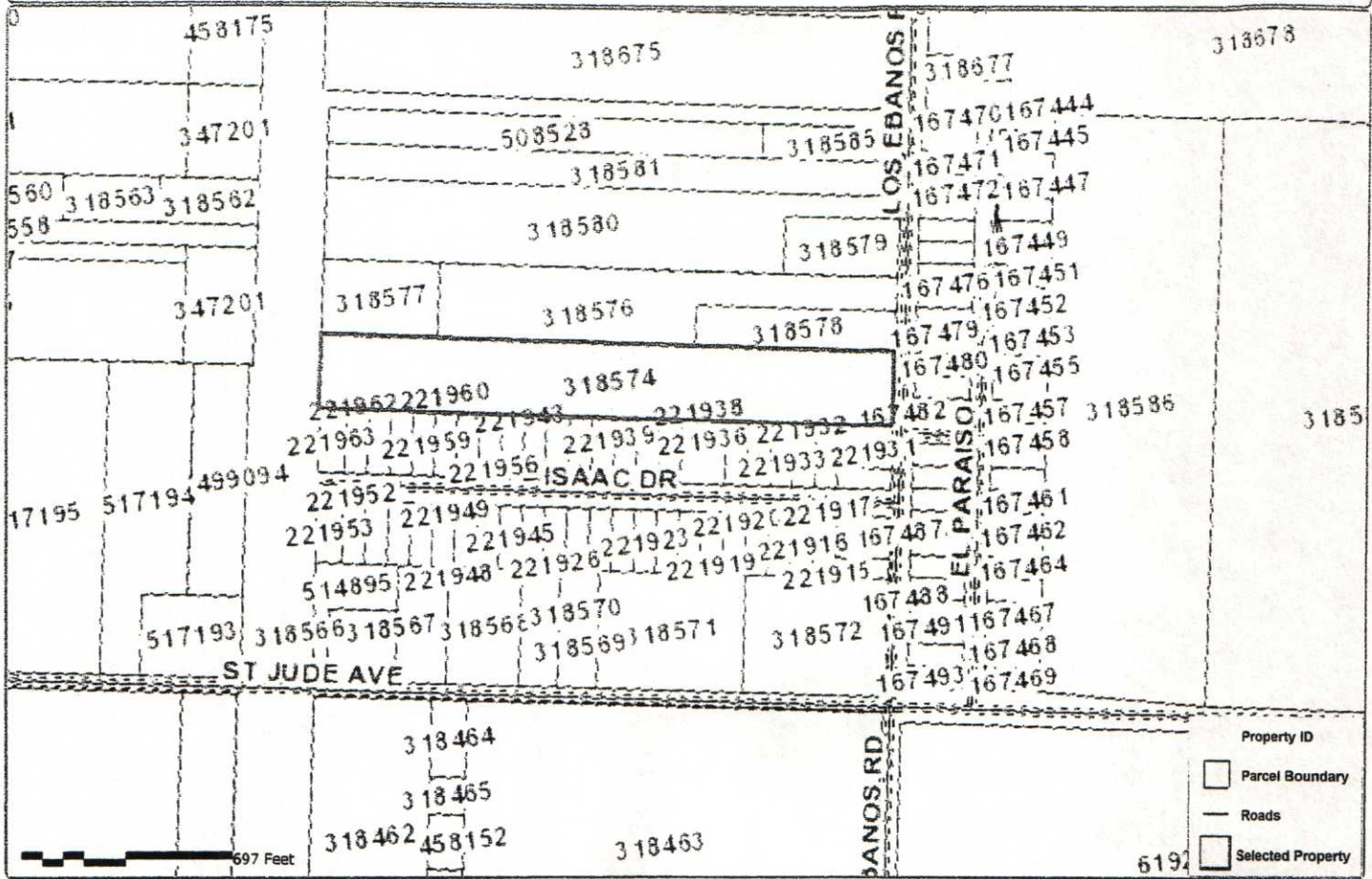
On: Feb 24, 1997 at 01:58P

As a
Recording

Document Number: 580688
Total Fees : 13.00

Receipt Number - 76430
By,
Bea Cruz

Hidalgo CAD - Map of Property ID 318574 for Year 2013



Property Details

Account

Property ID: 318574
 Geo ID: W0100-00-045-0002-17
 Type: Real

Legal Description: WEST ADDN TO SHARYLAND S166.56'-N666.21' LOT 45-2 5.05AC GR 4.97AC NET

Location

Situs Address: N LOS EBANOS RD TX
 Neighborhood:
 Mapsco:
 Jurisdictions: CAD, DR1, GHD, JCC, R05, SMS, SST, W14

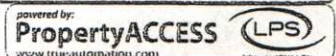
Owner

Owner Name: PARAISO EBANOS INC
 Mailing Address: , RR 20 BOX 2348, MISSION, TX 78574

Property

Appraised Value: \$227643

<http://propaccess.hidalgoad.org/Map/View/Map/1/318574/2013>



Map Disclaimer: This product is for informational purposes only and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. The Hidalgo County Appraisal District expressly disclaims any and all liability in connection herewith.

STATE OF TEXAS {
 {
COUNTY OF HIDALGO {

SUBRECIPIENT AGREEMENT

This Agreement, made and entered into on this the 10th day of February, 1997 by and between Hidalgo County, a political subdivision of the State of Texas, hereafter referred to as "Party" and **Paraiso Ebanos, Inc.**, (a neighborhood based non-profit organization, hereafter referred to as "Subrecipient").

WITNESSETH

WHEREAS, the Subrecipient desires to carry out special activities as described in Exhibit A and permitted by 24 CFR 570.204, and

WHEREAS, the Party wishes to contract with Subrecipient in order that the special activities described in Exhibit A can be carried out in the Party's jurisdiction.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That the Party and the Subrecipient do mutually agree as follows:

SECTION I

Rules and Regulations

The Subrecipient agrees to cooperate with the Party in respect to the implementation of C.D.B.G. activities to be carried out by Subrecipient as per 24 CFR 570 and other rules, regulations and decisions as may be made by the Department of Housing and Urban Development or any other federal or state agency that may legally exercise its jurisdiction over expenditures of C.D.B.G. funds.

SECTION II

Statement of Work

Subrecipient agrees to perform services as outlined in Exhibit A "Statement of Work" for and in consideration of payment enumerated in Exhibit B "Payment Schedule".

Subrecipient agrees to notify Party of any changes in it's "Statement of Work." Subrecipient shall obtain approval from party prior to commencing work on any changed "Statement of Work".

SECTION III

Records and Reports

Subrecipient agrees to maintain records and reports as outlined in Exhibit C "Records and Reports" and agrees to make those records and reports available to the Party, the Department of Housing and Urban Development, and any other federal agency that may exercise jurisdiction over C.D.B.G. funds.

SECTION IV
Schedule

Subrecipient agrees to follow the schedule outlined in Exhibit D "Schedule of Activity" and shall notify the Party of any changes, delays or departure from the schedule. If the Subrecipient demonstrates that delays or departure from the schedule is due to circumstances beyond its control, the Party and Subrecipient may amend such "Schedule of Activities".

SECTION V
Payment Requests and Program Income

Subrecipient agrees to follow administrative directions from the Party in the area of documenting and processing payment requests as defined in Exhibit C.

Subrecipient and Party agree that program income generated from the use of CDBG funds shall be retained by the Subrecipient. If the activity is partially assisted with CDBG funds, the Subrecipient agrees to pro-rate the gross income to reflect the percent of CDBG funds assisted in the activity. The Subrecipient is to provide to the Party by the fifteenth day of each month an accounting of program income through financial records outlined in Exhibit C. The Party is then required to report all CDBG program income earned, retained, and expended. The Subrecipient shall be allowed to use program income for the same or similar activities as generated program income. Failure of the Subrecipient to report program income as required, shall cause the Party to require all program income to be recovered by the Party.

SECTION VI
Religious Activities

The Subrecipient and Party both agree that none of the funds expended or activities undertaken shall be used in support of any sectarian or religious activity, nor should any building or structure funded under this program be used for sectarian or religious activities.

SECTION VII
Other Program Requirements

Subrecipient agrees to comply with "Other Program Requirements" as listed in Exhibit E (24 CFR 570.600 - 611) except for those environmental review requirements listed as 24 CFR 570.604.

SECTION VIII
Uniform Administrative Requirements

Subrecipient agrees to comply with the requirements and standards of OMB Circular No. A-122, "Cost Principles for Nonprofit Organizations" and the following attachments to OMB Circular No. A-110:

- (1) Attachment A, "Cash Depositories", except for paragraph 4 concerning deposit insurance;
- (2) Attachment B, "Bonding and Insurance";
- (3) Attachment C, "Retention and Custodial Requirements for Records", except that in lieu of the provisions in paragraph 4, the retention period for records pertaining to individual C.D.B.G. activities starts from the date of submission of the annual performance and evaluation report, as prescribed in 570.507, in which the specific activity is reported on for the final time;
- (4) Attachment F, "Standards for Financial Management Systems";
- (5) Attachment H, "Monitoring and Reporting Program Performance", paragraph 2;
- (6) Attachment N, "Property Management Standards," except for paragraph 3 concerning the standards for real property and except that paragraphs 6 and 7 are modified so that in all cases in which personal property is sold, the proceeds needed by the Subrecipient for C.D.B.G. activities shall be transferred to the recipient for the C.D.B.G. program or shall be retained after compensating the recipient; and
- (7) Attachment O, "Procurement Standards".

SECTION IX Suspension and Termination

Subrecipient understands that this agreement may be suspended or terminated, in accordance with 24 CFR 85.43 if the Subrecipient materially fails to comply with the provisions of this agreement or the provisions so listed on Exhibits A through E. Termination for convenience may be implemented in accordance to the provisions listed in 24 CFR 85.44.

SECTION X Assets

Subrecipient shall not purchase any asset unless so permitted by the Party and such procurement shall be done in the form and manner so prescribed by the Party.

Any asset acquired or improved in part or in whole with C.D.B.G. funds in excess of \$25,000 must be used in an activity that meets one of the national objectives listed in 24 CFR 570.208 for a period of five years after the expiration of this agreement or a longer period if so determined by the recipient.

~~The disposition of any asset improved or acquired in part or in whole with C.D.B.G. funds by the Subrecipient must be done with prior approval of the Party and the Party shall be reimbursed for the asset, if sold, in the full amount of the disposed value of the asset. The Party may, at its option, request that such asset be transferred to Party if the asset is no longer being used to meet one of the three national objectives or in any case where the Subrecipient no longer provides services shown on Exhibit A.~~

SECTION XI
Conflict of Interest

The Subrecipient covenants that neither member of its organization or staff member who exercises influence on the decision-making process presently has or will have any interest, direct or indirect, with any person, corporation, company or association that is hired to carry out any of the activities so listed on Exhibit A.

The Subrecipient agrees that no person who is an elected official, employee, consultant, or agent of the Subrecipient's organization or the Party's organization shall gain any interest in any corporation, company, or association that is hired to carry out any of the activities so listed in Exhibit A during their tenure or for a period of one year thereafter.

No Party employee, elected official, consultant and/or agent shall solicit nor accept gratuities, favors, or anything of monetary value from any person, corporation, company, or association that has been hired or expects to be hired to perform any of the activities so described on Exhibit A.

SECTION XII
Legal Action and Venue

The Subrecipient agrees to notify the Party when a problem arises that may lead to legal action or claim against the Subrecipient. The Subrecipient agrees to furnish to the Party any information with respect to such action or claim. The Subrecipient agrees not to take any action with respect to any legal action or claim sought against the Subrecipient without the advice and consent of the Party.

Venue and jurisdiction of any suit, right or cause of action arising under or in connection with this Contract shall lie exclusively in Hidalgo County.

SECTION XIII
Effective Date

The effective date of this contract shall be the 10th day of February, 1997 Such date being the date the County Commissioners' Court approved entering into contract with Subrecipient.

Approved and signed this 10th day of Feb., 1997.

Jose Luis Pena
Jose Luis Pena
President

Subrecipient Firm Name: PARAISO EBANOS, INC.

Address: RT. 27 BOX 2348-C

City/State/Zip: MISSION, TEXAS 78572

Fed. I.D. # or Soc. Sec. #: 74-2793376

STATE OF TEXAS {
{
COUNTY OF HIDALGO {

Jose Luis Pena, personally appeared before me and declared that he/she signed this application in the capacity designated, if any, and further states that, he/she has read the above application, and the statements therein contained are true.

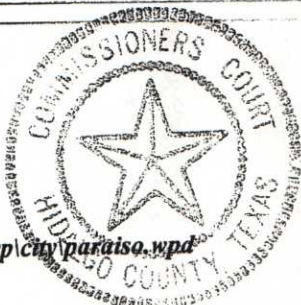
Subscribed and sworn to before me this 18 day of Feb, 1997.



Blanca Maldonado
Notary - Signature

ATTEST: COUNTY OF HIDALGO

Jose E Pulido
Jose Eloy Pulido
County Clerk



Anthony Covacevich
Anthony Covacevich
UCP Director