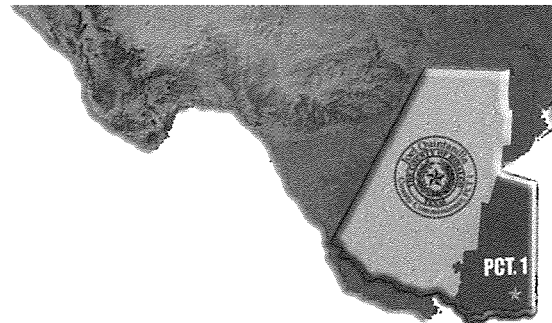


JOEL QUINTANILLA

County Commissioner

Hidalgo County PCT. 1



MEMORANDUM

**To: Hidalgo County Right of Way Department
Attn: Jose N. Pena, Director**

**From: Joel Quintanilla, Commissioner
Hidalgo County Precinct No. 1**

Date: April 02, 2012

**Re: Mile 17 North Road project – Parcel #5
(Waiver of Appraisal Report)**

Dear Mr. Pena,

Attached, please find a copy of a letter from Joel and Hilda Reyes requesting a “waiver of appraisal report” for the partial taking of land to there property. Mr. & Mrs. Reyes wish to donate there portion of land for the widening of the road but wish to receive \$8,700.00 (Eight Thousand Seven Hundred Dollars) for damages to improvements to there property.

Should you have any questions or need additional information, please do not hesitate to contact my Right of Way Agents, Roy Gonzales or Danny Guzman at (956) 968-8733.

Thank you

xc: file

March 23, 2012

Hon. Ramon Garcia, County Judge
Office of The County Judge
1615 S. Closner, Ste. J
Edinburg, Texas 78539

Re: Mile 17 North Road – Parcel #5 (Partial Taking of Land - Waiver of Appraisal Report)

Dear Judge Garcia:

We, Joel Reyes and Hilda Reyes, are aware that the County of Hidalgo plans to widen Mile 17 North Road to provide a safer road for the residents of Edcouch, Texas. The construction plans for this widening project require additional right of way, which will involve the acquisition of a portion of our property located at 7801 Mile 17 Road, Edcouch, Texas 78538, and being Covering 0.07 of an acre parcel of land out of and part of the Llano Grande Grant – Juan Jose Ynojosa De Balli. We understand that we are entitled to receive compensation for the County's acquisition of the necessary property.

The County is responsible for, 1) to obtain an independent appraisal report which will establish the compensation value associated with the acquisition, 2) for making payment to us for the acquisition of that portion of property.

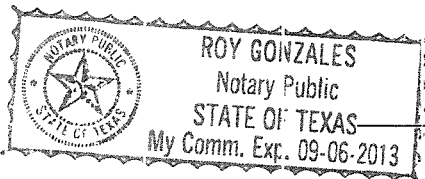
It is our desire, as indicated by our signature below, to donate but to receive \$8,700.00 (Eight Thousand Seven Hundred Dollars) for damages to improvements on said Right of Way and donate to the County the portion of our property needed for the new Mile 17 North Road right of way. So that the County does not have to incur the cost of preparing an appraisal report, We hereby relieve the County from its obligation to, 1) prepare or obtain an appraisal report, 2) pay us for the acquisition of the right of way.

Signed: *Joel Reyes* Date 3/26/12
Joel Reyes

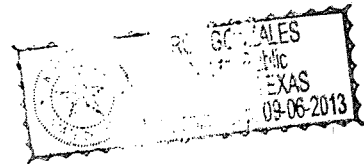
Signed: *Hilda Reyes* Date 3/26/12
Hilda Reyes

ACKNOWLEDGMENT

This instrument was acknowledged before me on the 30th day of MARCH, 2012, by Joel Reyes and Hilda Reyes.



Roy Gonzales
Notary Public, State of Texas



RAUL GONZALEZ
INDEPENDENT CONTRACTOR
P.O. BOX 1396
ELSA, TX. 78543
PHONE: (956) 624-0977

PROPOSAL SUBMITTED TO: Joel + Hilda Reyes
CITY: EDCOCHE STATE: TX ZIP CODE: 78543
PHONE: 289-6914 DATE: _____

We hereby submit specifications and estimates for:

Will Removed 7 Brick Columns + Footing
Will Removed All white Vinyl Fence on front of house
New Fence: Will make 2x2x2 concrete footing for
7 new Brick columns. Brick to match Existing
Fence: Will Replace All white Vinyl Fence to match
Existing Fence.
Driveway: Will Removed Approx. 12' of driveway.
HAUL AWAY All debris.

We Propose hereby to furnish material and labor – complete in accordance with above specifications, for the sum of:
Seven Thousand Five Hundred dollars (\$ 9500.00).

Payment to be made as follows:
\$5000.00 to start + bal. At Termination.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate.

Acceptance of Proposal – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance _____

Authorized Signature: Raul Gonzalez

Note: This proposal may be withdrawn by us if not accepted within 30 days. All work is guaranteed for 1 year.

Signature _____

Signature: _____

For Joel Reyes

7801 Mile 17 Rd Edcouch, TX.

Complete Removal of two large trees

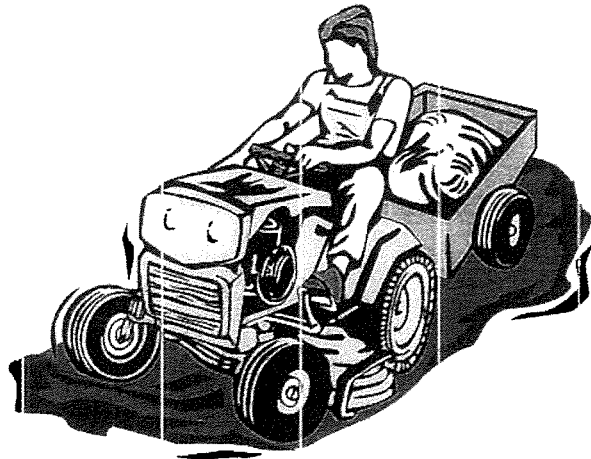
Replanting of two trees

Coverage and cleaning of area

Total price- 1200.00

Ramon Ramirez

219-5611



Section 24.102(c)(2) Appraisal, waiver thereof, and invitation to owner. The purpose of the appraisal waiver provision is to provide Agencies a technique to avoid the costs and time delay associated with appraisal requirements for low-value, non-complex acquisitions. The intent is that non-appraisers make the waiver valuations, freeing appraisers to do more sophisticated work.

The Agency employee making the determination to use the appraisal waiver process must have enough understanding of appraisal principles to be able to determine whether or not the proposed acquisition is low value and uncomplicated.

Waiver valuations are not appraisals as defined by the Uniform Act and these regulations; therefore, appraisal performance requirements or standards, regardless of their source, are not required for waiver valuations by this rule. Since waiver valuations are not appraisals, neither is there a requirement for an appraisal review. However, the Agency must have a reasonable basis for the waiver valuation and an Agency official must still establish an amount believed to be just compensation to offer the property owner(s).

The definition of "appraisal" in the Uniform Act and appraisal waiver provisions of the Uniform Act and these regulations are Federal law and public policy and should be considered as such when determining the impact of appraisal requirements levied by others.



