

# L & G Engineering

Transportation Consultants

May 4, 2017

The Honorable Joseph Palacios  
Commissioner, Pct. 4  
1051 N Doolittle Rd.  
Edinburg, Texas 78541

RECEIVED  
MAY 05 2017

BY: *Fick P J*

**RE: Parcel No. 1 – Request for Check**  
County: Hidalgo  
TxDOT CSJ No. 0921-02-330  
Highway: Alamo Rd North Limits: from FM 1925 to 0.5 Miles north

Dear Commissioner Palacios:

In compliance with “**Advanced Funding Agreement**” approved by Commissioner’s Court on 07/22/14 between the County of Hidalgo (Pct. #4) and the State of Texas (TxDOT); L & G Engineering (ROW Acquisition Provider for and behalf of the County of Hidalgo) cordially requests that a check in the amount of **\$257,380.13**, as evidenced in the attached conveyance deed and settlement statement, be made payable to **Sierra Title of Hidalgo County, Inc.; 3401 N. 10<sup>th</sup> Street, McAllen, TX 78501**. Payment through this process will expedite the acquisition of the above captioned parcel of land for the expansion of this highway project.

Once the parcel of land (tract) is acquired and transaction is consummated, the title company will provide L & G Engineering with the original recorded deed, copy of closing statement, and an original title insurance policy in the amount of the parcel purchase price. L & G Engineering will copy and then provide the County Auditor’s office with these original documents for further submission to the State (TxDOT) when requesting reimbursement for the partial cost of the parcel.

L & G Engineering will be available to assist the County in the processing of any payment or reimbursement requests to TxDOT.

We thank you for your excellent cooperation and coordination towards the acquisition and payment process of this highway project. Please feel free to call me or Alicia Rodriguez 956/585-1909 with any concerns or questions regarding this payment process.

Sincerely,

*Fernando Herrera Jr.*  
Fernando Herrera Jr.  
Right of Way Administrator

7-1315-431-00-124-150-0-721  
7-1315-431-00-124-150-0-710

cc: File

Attachments

Received:  
County Pct. #4 Office

By: *Fick P J*

05/05/2017  
Date

INVOICE RECEIVED BY:

*Fick P J* on 5/5/17  
GOODS/SERVICES RECEIVED BY:  
*Fick P J* on 05/05/17

**EXHIBIT 'A'**

**Parcel 1**

**Alamo Rd North**

**Reimbursement Items**

|       |   |
|-------|---|
| \$    | 160,000.00 - LAND COST 80.0% REIMBURSEMENT OF BUDGETED LAND COST<br>(\$200,000.00)* |
| \$    | 1,386.40 – TITLE INSURANCE (1733.00, 80% REIMBURSABLE)                              |
| \$    | 400.00 – ESCROW FEE (500.00, 80% REIMBURSABLE)                                      |
| \$    | 36.00 – DOCUMENT REVIEW FEE (45.00, 80% REIMBURSABLE)                               |
| \$    | 43.30 – TAX SERVICE FEE (54.13, 80% REIMBURSABLE)                                   |
| \$    | 140.00 – RECORDING FEES (175.00, 80% REIMBURSABLE)                                  |
| \$    | 2.40 – State of Texas Fee (GARC) (3.00, 80% REIMBURSABLE)                           |
| <hr/> |   |
| \$    | 162,008.10 – TOTAL REIMBURSEMENT  |

\* The total land cost was \$254,870.00, the budgeted/reimbursable amount was \$200,000.00.

\$54,870.00 of the \$254,870.00 is County responsibility.



|   |   | File Number: 3155094                              |   |
|---|---|---|---|
| 700. Total Real Estate Broker Fees                  |   | Paid From<br>Borrower's<br>Funds at<br>Settlement | Paid From<br>Seller's<br>Funds at<br>Settlement |
| Division of commission (line 700) as follows:       |   |   |   |
| 701.  | S   |   |   |
| 702.  | S   |   |   |
| 703.  | Commission paid at settlement   |   |   |
| 704.  |   | 0.00  |   |
| 705.  |   |   |   |
| 800. Items Payable in Connection with Loan          |   |   |   |
| 801.  | Our origination charge (from GFE#1)   |   |   |
| 802.  | Your credit or charge (points) for specific interest rate chosen (from GFE#2) |   |   |
| 803.  | Your adjusted origination charges (from GFE A)                                | 0.00  |   |
| 804.  | Appraisal fee (from GFE#3)  |   |   |
| 805.  | Credit report (from GFE#3)  |   |   |
| 806.  | Tax service (from GFE#3)  |   |   |
| 807.  | Flood certification (from GFE#3)  |   |   |
| 808.  |   |   |   |
| 809.  |   |   |   |
| 810.  |   |   |   |
| 811.  |   |   |   |
| 812.  |   |   |   |
| 900. Items Required by Lender to Be Paid in Advance |   |   |   |
| 901.  | Daily interest charges (from GFE#10)  |   |   |
| 902.  | Mortgage insurance premium (from GFE#3)                                       |   |   |
| 903.  | Homeowner's insurance (from GFE#11)   |   |   |
| 904.  |   |   |   |
| 905.  |   |   |   |
| 1000. Reserves Deposited with Lender                |   |   |   |
| 1001.   | Initial deposit for your escrow account (from GFE#9)                          | 0.00  |   |
| 1002.   | Homeowner's insurance   |   |   |
| 1003.   | Mortgage insurance  |   |   |
| 1004.   | City property taxes   |   |   |
| 1005.   | County property taxes   |   |   |
| 1006.   | Annual Assessments (maint.)   |   |   |
| 1007.   |   |   |   |
| 1008.   |   |   |   |
| 1009.   | Aggregate Adjustment  |   |   |
| 1100. Title Charges                                 |   |   |   |
| 1101.   | Title services and lender's title insurance (from GFE#4)                      | 0.00  |   |
| 1102.   | Settlement or closing fee to Sierra Title of                                  | 500.00  |   |
| 1103.   | Owner's title insurance to Sierra Title of Hidalgo Coun (from GFE#5)          | 1,733.00  |   |
| 1104.   | Lender's title insurance  |   |   |
| 1105.   | Lender's title policy limit   |   |   |
| 1106.   | Owner's title policy limit \$254,870.00                                       |   |   |
| 1107.   | Agent's portion of the total title insurance premium \$1,473.05               |   |   |
| 1108.   | Underwriter's portion of the total title insurance premium \$259.95           |   |   |
| 1109.   | Agent Name: Sierra Title of Hidalgo County, Inc.                              |   |   |
| 1110.   | Underwriter Name: Fidelity National Title Insurance Company                   |   |   |
| 1111.   | GARC Fee - Owner Policy to TTIGA  | 3.00  |   |
| 1112.   | GARC Fee - Loan Policy  |   |   |
| 1113.   | Document Review Fee to King Law Firm  | 45.00   |   |
| 1114.   | E Filing Fee to Sierra Title of Hidalgo County, Inc                           | 7.00  |   |
| 1115.   | Tax Service Fee to Tax Service of Hidalgo County, Inc                         | 54.13   |   |
| 1200. Government Recording and Transfer Charges     |   |   |   |
| 1201.   | Government recording charges (from GFE#7)                                     | 0.00  |   |
| 1202.   | Deed/Mortgage/Release Deed \$88.00 Release \$80.00                            | 168.00  |   |
| 1203.   | Transfer taxes (from GFE#8)   | 0.00  |   |
| 1204.   | City/County tax/stamps  |   |   |
| 1205.   | State tax/stamps  |   |   |
| 1206.   |   |   |   |
| 1207.   |   |   |   |
| 1300. Additional Settlement Charges                 |   |   |   |
| 1301.   | Required services that you can shop for (from GFE#6)                          | 0.00  |   |
| 1302.   |   |   |   |
| 1303.   |   |   |   |
| 1304.   |   |   |   |
| 1305.   |   |   |   |
| 1400.   | Total settlement charges (entered on lines 103, section J and 502, section K) | 2,510.13  | 0.00  |

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of HUD-1 Settlement Statement.

[Signature]  
Hidalgo County, Texas

By: Fernando Herrera Right of Way  
Administrator for L&G Engineering

Anna R Fike  
Anna R Fike

[Signature]  
Michael R Fike

[Signature]  
George A Fike

Frank Samuel Fike  
Frank Samuel Fike

To the best of my knowledge, the HUD-1 Settlement Statement which I have prepared is a true and accurate account of the funds which were received and have been or will be disbursed by the undersigned as part of the settlement of this transaction.

[Signature]

Date

Sierra Title of Hidalgo County, Inc.

**SELLER'S AND/OR BORROWER'S STATEMENT** Seller's and Borrower's signature hereon acknowledges his/her approval of tax prorations and signifies their understanding that prorations were based on taxes for the preceding year, or estimates for the current year, and in the event of any change for the current year, all necessary adjustments must be made between Seller and Borrower; likewise any default in delinquent taxes will be reimbursed to Title Company by the Seller.

Title Company, in its capacity as Escrow Agent, is and has been authorized to deposit all funds it receives in this transaction in any financial institution, whether affiliated or not. Such financial institution may provide Title Company computer accounting and audit services directly or through a separate entity which, if affiliated with Title Company, may charge the financial institution reasonable and proper compensation therefore and retain any profits therefrom. Any escrow fees paid by any party involved in this transaction shall only be for checkwriting and input to the computers, but not for aforesaid accounting and audit services. Title Company shall not be liable for any interest or other charges on the earnest money and shall be under no duty to invest or reinvest funds held by it at any time. Sellers and Borrowers hereby acknowledge and consent to the deposit of the escrow money in financial institutions with which Title Company has or may have other banking relationships and further consent to the retention by Title Company and/or its affiliates of any and all benefits (including advantageous interest rates on loans) Title Company and/or its affiliates may receive from such financial institutions by reason of their maintenance of said escrow accounts.

The Settlement Agent does not warrant or represent the accuracy of information provided by third parties, including that information provided on the last page of this HUD form or POC items, and the parties hold harmless the settlement agent as to any inaccuracy of such matter.

The parties have read the above sentences, recognize that the recitations herein are material, agree to same, and recognize Title Company is relying on the same.

[Signature]  
Hidalgo County, Texas

By: Fernando Herrera Right of  
Way Administrator for L&G Engineering

Anna R Fike  
Anna R Fike


[Signature]  
Michael R Fike

[Signature]  
George A Fike

Frank Samuel Fike  
Frank Samuel Fike

**WARNING:** It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18: U.S. Code Section 1001 and Section 1010.  
POC(B) represents paid outside of closing by borrower, POC(S) represents paid outside of closing by the seller, POC(L) represents paid outside of closing by lender, and POC(M) represents paid outside of closing by mortgage broker.

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

We Hereby Certify that this is a true and correct copy of the original instrument.  
SIERRA TITLE OF HIDALGO COUNTY, INC.  
by 

**GENERAL WARRANTY DEED**

Date: \_\_\_\_\_

Grantor: Anna R. Fike a widow, 1601 N Sharp Rd, Edinburg, TX 78542  
Michael R. Fike, 1800 N. Sharp Rd., Edinburg, TX 78542,  
George A. Fike, 7461 E Mile 17 ½ Rd, Edinburg, TX 78542  
Frank Samuel Fike aka Frank Sam Fike, 1601 N Sharp Rd., Edinburg, TX 78542

Grantee: Hidalgo County, Texas

Grantee's Mailing Address: 100 N. Closner  
Edinburg, Hidalgo County, Texas 78539

Consideration: Two hundred fifty-four thousand eight hundred seventy and 00/100 dollars (\$254,870.00) (The consideration recited herein represents a settlement and compromise by all parties as to the value of the property herein conveyed in order to avoid formal condemnation proceedings and the added expense of litigation) in hand paid by Grantee to Grantor, the receipt and sufficiency of which are hereby acknowledged.

Property (including any improvements): See description in Exhibit "A" attached hereto and made a part hereof for all purposes.

SAVE and EXCEPT, HOWEVER, it is expressly understood and agreed that Grantors are retaining title to the following improvements located on the property described in said Exhibit "A" to wit: N/A

In connection therewith, Grantor covenants and agrees to remove said improvements from the Property by the N/A, without notice to or any further consideration paid to Grantor, the title to all or any part of such improvements not so removed shall automatically pass to and vest in Grantee, its successors and assigns, forever.

**Reservations from and Exceptions to Conveyance and Warranty:**

The following matters and all terms of the documents creating or offering evidence of the matters. (We must insert matters or delete this exception.):

- a. Subdivision regulations of the County of Hidalgo and/or ordinances or regulations of the city in which the subdivision resides or in any city holding extra-territorial jurisdiction of said property.
- b. Statutory rights, rules and regulations in favor of Hidalgo County Irrigation District No. 1, pursuant to applicable sections of the Texas Water Code.
- c. Rights or claims by Hidalgo County Irrigation District No. 1 to any portion of property lying within canal and/or drain ditch easements and/or rights of way located on the property.

d. Easements and reservation as shown according to the map or plat thereof recorded in Volume Z, Page 161, Map Records, Hidalgo County, Texas.

e. Right of Way easement to Hidalgo County document dated 1/13/1953, in Vol. 775, P 313, HCDR

f. Conveyance of water rights dated 1/8/1937 in Vol 829 P 417 and date 8/12/1954 Vol. 829, P. 423 in Hidalgo County Deed Records

Taxes assessed against the Property, if any, after date hereof. Grantor shall be liable for all taxes assessed against the Property through date hereof.

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 way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, 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.

IN WITNESS WHEREOF, this instrument is executed on this the 2nd day of May, 2017.

GRANTOR:

~~Michael R. Fike, Michael Willard Fike aka Michael W. Fike aka Michael Fike~~ *MW*

~~George A. Fike~~

*Frank Sam Fike*  
Frank Samuel Fike aka Frank Sam Fike

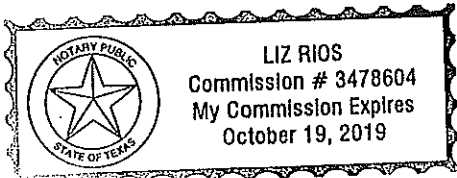
*Anna R Fike*  
Anna R. Fike

Acknowledgement

State of Texas  
County of Hidalgo

This instrument was acknowledged before me on May 2nd, 2017  
by ~~Michael R. Fike, George A. Fike, Frank Samuel Fike aka Frank Sam Fike and Anna R. Fike, aka Michael Willard Fike aka Michael W. Fike aka Michael Fike,~~

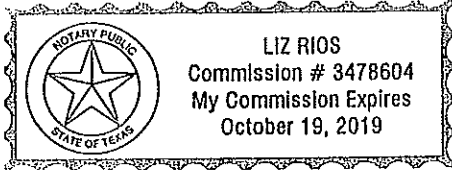
*Liz Rios*  
Notary Public's Signature



Acknowledgement

State of Texas  
County of Hidalgo

This instrument was acknowledged before me on May 2, 2017 by George A. Fike

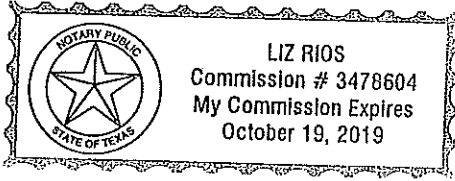


Liz Rios  
Notary Public's Signature

Acknowledgement

State of Texas  
County of Hidalgo

This instrument was acknowledged before me on May 2, 2017 by Frank Samuel Fike aka Frank Sam Fike

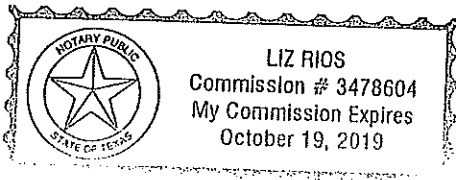


Liz Rios  
Notary Public's Signature

Acknowledgement

State of Texas  
County of Hidalgo

This instrument was acknowledged before me on May 2, 2017 by Anna R. Fike



Liz Rios  
Notary Public's Signature

**AFTER RECORDING RETURN TO:**

**Sierra Title Co.  
McAllen, Texas**

Exhibit A

County: Hidalgo  
Highway: Alamo Road North  
Parcel 1  
RCSJ Number: 0921-02-330  
CCSJ Number: 0921-02-311

FIELD NOTE DESCRIPTION FOR PARCEL 1

Being 3.558 acres (155,000 square feet) of land situated in the San Salvadore Del Tule (Juan Jose Balli) Grant, Hidalgo County, Texas, and being part of and out of Lot "Q", Block 2, SANTA CRUZ RANCH, according to the map or plat thereof, recorded in Volume "Z", Page 161, Deed Records of Hidalgo County, Texas (D.R.H.C.), also being part of and out of that certain 41.58 acres, referred to as Parcel 3, described in deed from Anna R. Fike to Michael R. Fike, George A. Fike, and Frank Samuel Fike, dated December 11, 2008, as recorded under Document Number 2011-2200737, Official Records of Hidalgo County, Texas (O.R.H.C.), said 3.558 acres being more particularly described by metes and bounds as follows:

COMMENCING at a 5/8-inch iron rod with aluminum cap, stamped "TxDOT ROW," set in the proposed north right-of-way line of F.M. 1925, based on a 120-foot width, marking the southeast corner of said 41.58 acre tract and the southwest corner of that certain 290.97 acres, referred to as Tract No. Three, described in deed from Edinburg Improvement Association to EIA Properties, Ltd., dated June 1, 2004, as recorded under Document Number 1355500, O.R.H.C.; thence:

North 81°08'52" West, along said proposed north right-of-way line of said F.M. 1925, a distance of 572.41 feet to a 5/8 inch iron rod with a TxDOT aluminum cap set at the southeasterly end of a proposed cutback corner;

North 36°07'41" West, along said cutback corner, a distance of 42.39 feet to a 5/8 inch iron rod with a TxDOT aluminum cap set (\*\*\*) at the POINT OF BEGINNING of the herein described parcel, having surface coordinates of N=16,645,959.92 and E=1,115,262.58, said point also being the southeasterly corner of the herein described parcel and in the proposed easterly right-of-way line (60 FOOT ROW) of North Alamo Road. All bearings and coordinates are based on the State Plane Coordinate System of Texas, South Zone, North American Datum 1983 (1993 adjustment). All distances and coordinates are surface and may be converted to grid by dividing by a combined adjustment factor of 1.00004

Exhibit A

- 1) Thence, North  $81^{\circ}07'17''$  West, along said proposed northerly right-of-way line of said F.M. 1925, a distance of 60.00 feet to a 5/8 inch iron rod with a TxDOT aluminum cap set (\*\*\*) at the southwesterly corner of the herein described parcel;
- 2) Thence, North  $08^{\circ}53'30''$  East, along the proposed westerly right-of-way line (60 FOOT ROW) of North Alamo Road, a distance of 124.75 feet to a 5/8 inch iron rod with a TxDOT aluminum cap set (\*\*\*) at the beginning of a curve to the right;
- 3) Thence, in a northeasterly direction along said curve to the right and along the proposed westerly right-of-way line of said North Alamo Road, a distance of 1,189.92 feet to a 5/8 inch iron rod with a TxDOT aluminum cap set (\*\*\*) at the end of said curve to the right and the beginning of a curve to the left, said curve to the right having a central angle of  $16^{\circ}55'03''$ , a radius of 4,030.00 feet and a chord bearing North  $17^{\circ}21'01''$  East a distance of 1,185.60 feet;
- 4) Thence, in a northeasterly direction along said curve to the left and along the proposed westerly right-of-way line of said North Alamo Road, a distance of 1,189.33 feet to a 5/8 inch iron rod with a TxDOT aluminum cap set (\*\*\*) at the end of said curve to the left, said curve having a central angle of  $17^{\circ}09'53''$ , a radius of 3,970.00 feet and a chord bearing North  $17^{\circ}13'37''$  East a distance of 1,184.89 feet;
- 5) Thence, North  $08^{\circ}38'40''$  East, continuing along the proposed westerly right-of-way line of said North Alamo Road, a distance of 79.34 feet to a 5/8 inch iron rod with a TxDOT aluminum cap set (\*\*\*) in the northerly line of said Lot "Q", Block 2, said point also being the northwesterly corner of the herein described parcel;
- 6) Thence, South  $81^{\circ}06'30''$  East, along northerly line of said Lot "Q", Block 2 a distance of 60.00 feet to a 5/8 inch iron rod with a TxDOT aluminum cap set (\*\*\*) for the northeasterly corner of the herein described parcel;
- 7) Thence, South  $08^{\circ}38'40''$  West, along the proposed easterly right-of-way line of said North Alamo Road, a distance of 79.08 feet to a 5/8 inch iron rod with a TxDOT aluminum cap set (\*\*\*) at the beginning of a curve to the right;

Exhibit A

- 8) Thence, in a southwesterly direction along said curve to the right and along the proposed easterly right-of-way line of said North Alamo Road, a distance of 1,207.30 feet to a 5/8 inch iron rod with a TxDOT aluminum cap set (\*\*\*) at the end of said curve to the right and the beginning of a curve to the left, said curve to the right having a central angle of 17°09'53", a radius of 4,030.00 feet and a chord bearing South 17°13'37" West, a distance of 1,202.79 feet;
- 9) Thence, in a southwesterly direction along said curve to the left and along the proposed easterly right-of-way line of said North Alamo Road, a distance of 1,172.21 feet to a 5/8 inch iron rod with a TxDOT aluminum cap set (\*\*\*) at the end of said curve to the left, said curve having a central angle of 16°55'03", a radius of 3,970.00 feet and a chord bearing South 17°21'01" West, a distance of 1,167.95 feet;
- 10) Thence, South 08°53'30" West, along the proposed easterly right-of-way line (60 FOOT ROW) of North Alamo Road, a distance of 124.74 feet to the POINT OF BEGINNING and containing 3.558 acres (155,000 square feet) of land.

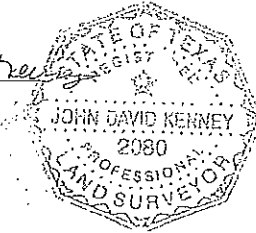
\*\* The monument described and set may be replaced with a TxDOT Type II right-of-way marker upon completion of the highway construction project under the supervision of a Registered Professional Land Surveyor, either employed or retained by TxDOT.

A parcel plat accompanies this property description.

I do hereby certify that this metes and bounds description and accompanying parcel plat conform to the current General Rules of Procedures and Practices as promulgated by the Texas Board of Professional Land Surveyors.

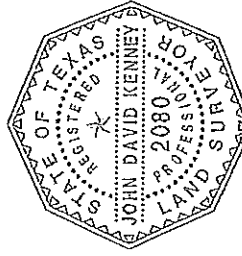
John David Kenney, R.P.L.S. #2080  
RODS SURVEYING, INC.

John David Kenney  
DATE 4-30-14

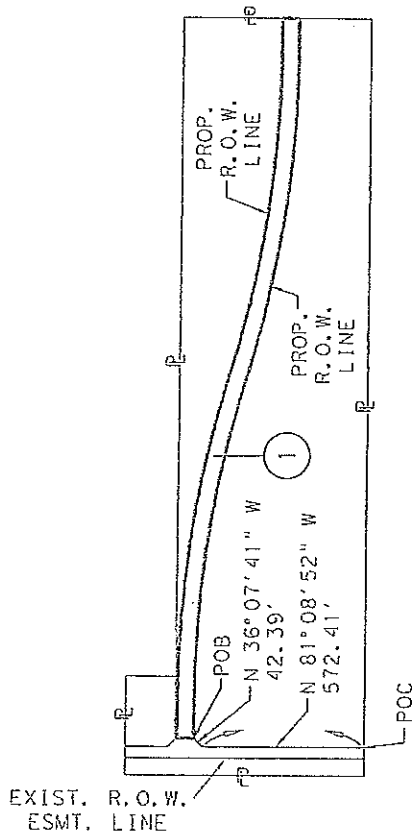




A PROPERTY DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS PARCEL PLAT.



*John David Kenney*  
4-30-14



PARENT TRACT INSET  
PARCEL 1  
N.T.S.

NOTES:

- ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, NORTH AMERICAN DATUM OF 1983, 1993 ADJUSTMENT. ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A COMBINED ADJUSTMENT FACTOR OF 1.00004.
- \*\* = THE MONUMENT DESCRIBED AND SET MAY BE REPLACED WITH A TXDOT TYPE II RIGHT OF WAY MARKER UPON COMPLETION OF THE HIGHWAY CONSTRUCTION PROJECT UNDER THE SUPERVISION OF A REGISTERED PROFESSIONAL LAND SURVEYOR, EITHER EMPLOYED OR RETAINED BY TXDOT.
- SET = INDICATES TEXAS DEPARTMENT OF TRANSPORTATION ALUMINUM DISK ON 5/8 INCH IRON ROD IN CONCRETE.
- SET I: INDICATES 5/8 INCH IRON ROD WITH A YELLOW PLASTIC CAP MARKED RODS SURVEYING, INC.
- PROPOSED RIGHT-OF-WAY BASELINE MAY NOT MATCH PROPOSED CONSTRUCTION BASELINE OR AS-BUILT BASELINE DUE TO DESIGN CHANGES.

| EXISTING | TAKING     | REMAINING  |
|----------|------------|------------|
| 41.58 AC | 3.558 AC   | 38.0220 AC |
|          | 155,000 SF |            |

RODS SURVEYING, INC.

6810 LEE ROAD SPRING, TEXAS 77379  
TEL (281) 257-4020 FAX (281) 257-4021

PARCEL PLAT

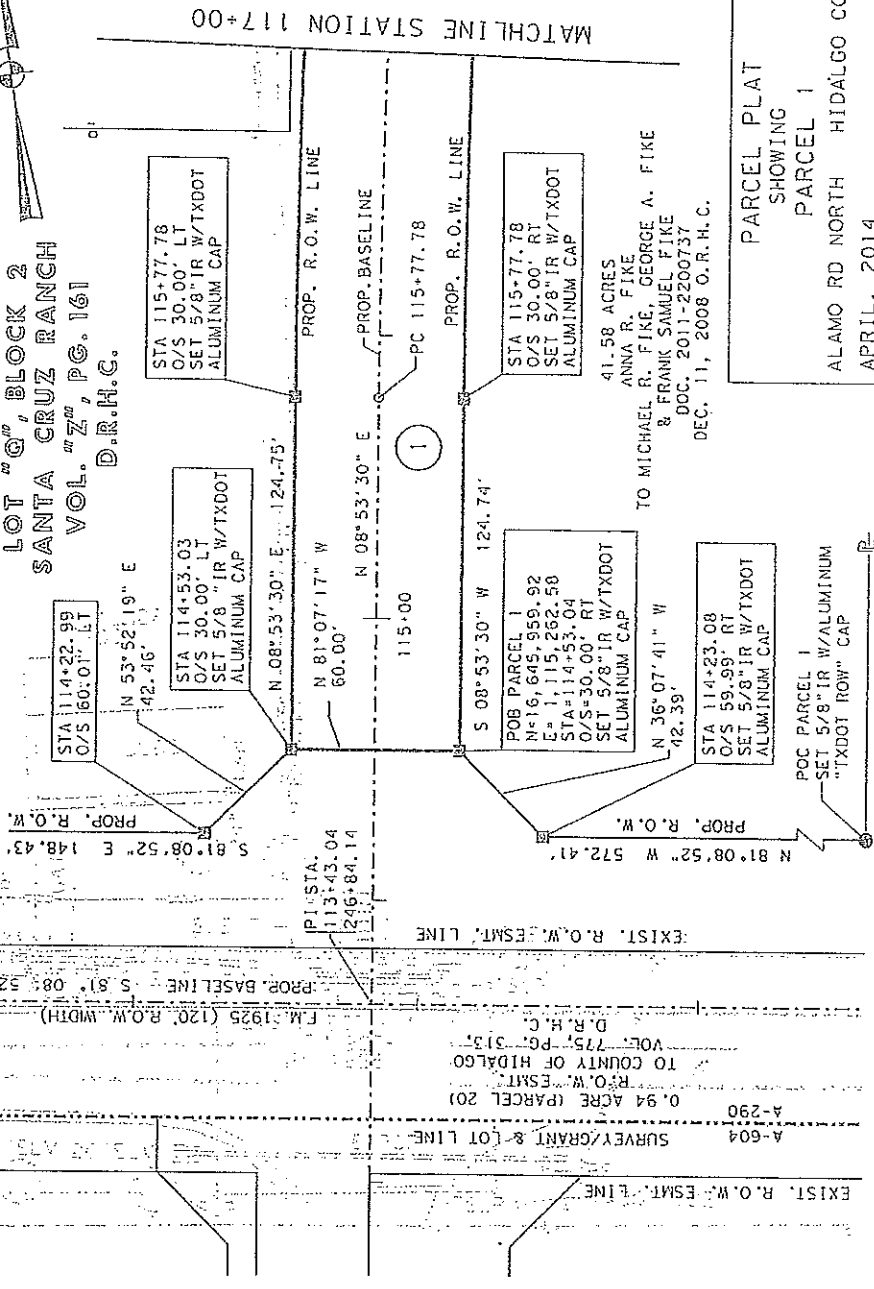
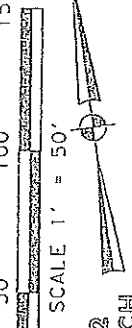
SHOWING

PARCEL 1

ALAMO RD NORTH HIDALGO COUNTY  
APRIL, 2014  
RCSJ: 0921-02-330

SAN SALVADORE DEL TULE GRANT 0' 50' 100' 150'  
 (JUAN JOSE BALLI)  
 ABSTRACT-290

LOT "C", BLOCK 2  
 SANTA CRUZ RANCH  
 VOL. "Z", PG. 161  
 D.R.H.C.



STA 114+22.99  
 O/S 160' 0" LT

STA 114+53.03  
 O/S 30' 00" LT  
 SET 5/8" IR W/TXDOT  
 ALUMINUM CAP

STA 115+77.78  
 O/S 30' 00" LT  
 SET 5/8" IR W/TXDOT  
 ALUMINUM CAP

STA 115+77.78  
 O/S 30' 00" RT  
 SET 5/8" IR W/TXDOT  
 ALUMINUM CAP

POB PARCEL 1  
 N=16,645.959, 92  
 E= 1,115,262.50  
 STA=114+53.04  
 O/S=30' 00" RT  
 SET 5/8" IR W/TXDOT  
 ALUMINUM CAP

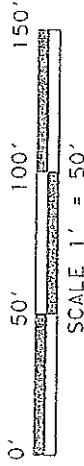
STA 114+23.08  
 O/S 59' 99" RT  
 SET 5/8" IR W/TXDOT  
 ALUMINUM CAP

POC PARCEL 1  
 SET 5/8" IR W/ALUMINUM  
 "TXDOT ROW" CAP

41.58 ACRES  
 ANNA R. FIKE  
 TO MICHAEL R. FIKE, GEORGE A. FIKE  
 & FRANK SAMUEL FIKE  
 DOC. 2011-2200737  
 DEC. 11, 2008 O.R.H.C.

PARCEL PLAT  
 SHOWING  
 PARCEL 1  
 ALAMO RD NORTH HIDALGO COUNTY  
 APRIL, 2014  
 RCSJ:0921-02-330  
 SCALE: 1" = 50'

**SAN SALVADORE DEL TULE GRANT  
(JUAN JOSE BALLI)  
ABSTRACT-290**



TRACT 3  
33.989 ACRES  
RUTH S. RORIK  
TO FIVE FARMS  
DOC. 839368  
JAN. 7, 2000  
O.R.H.C.

D = 16°55'03"  
R = 4,030.00'  
L = 1,189.92'  
CHB = N 17°21'01" E  
CHD = 1,185.60'

PROP. R.O.W. LINE

1

PROP. R.O.W. LINE

120+00

D = 16°55'03"  
R = 3,970.00'  
L = 1,172.21'  
CHB = S 17°21'01" W  
CHD = 1,167.95'

41.58 ACRES  
ANNA R. FIKE  
TO MICHAEL R. FIKE, GEORGE A. FIKE  
& FRANK SAMUEL FIKE  
DOC. 2011-2200737  
DEC. 11, 2008  
O.R.H.C.

MATCHLINE STATION 117+00

MATCHLINE STATION 121+00

**LOT "C", BLOCK 2  
SANTA CRUZ RANCH  
VOL. "Z", PG. 161  
D.R.H.C.**

PARCEL PLAT  
SHOWING

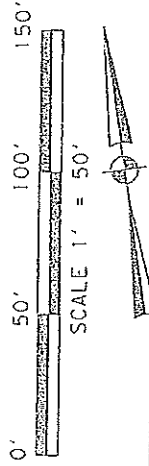
PARCEL 1

ALAMO RD NORTH HIDALGO COUNTY  
APRIL, 2014  
RCSJ:0921-02-330

SCALE: 1" = 50'

**SAN SALVADORE DEL TULE GRANT  
(JUAN JOSE BALLI)  
ABSTRACT-290**

TRACT 3  
33.989 ACRES  
RUTH S. RORR  
TO FINE FARMS  
DOC. 839368  
JAN. 7, 2000  
O.R.H.C.



MATCHLINE STATION 121+00

121+72.64 PI

PROP. R.O.W. LINE

D = 16°55'03"  
R = 4,030.00'  
L = 1,189.92'  
CHB = N 17°21'01" E  
CHD = 1,185.60'

1

D = 16°55'03"  
R = 3,970.00'  
L = 1,172.21'  
CHB = S 17°21'01" W  
CHD = 1,167.95'

PROP. R.O.W. LINE

124+00

MATCHLINE STATION 125+00

41.58 ACRES  
ANNA R. FIKE  
TO MICHAEL R. FIKE, GEORGE A. FIKE  
& FRANK SAMUEL FIKE  
DOC. 2011-2200737  
DEC. 11, 2008  
O.R.H.C.

**LOT "Q", BLOCK 2  
SANTA CRUZ RANCH  
VOL. "Z", PG. 161  
D.R.H.C.**

PROPOSED BASELINE = 121+72.64  
PI STATION = 16° 55' 02.99" (RT)  
DELTA = 1.257 56.62"  
DEGREE OF CURVE = 594.86  
TANGENT = 1,181.06  
LENGTH = 4,000.00  
RADIUS = 115,77.78  
PC STATION = 127+58.85  
PT STATION

PARCEL PLAT  
SHOWING  
PARCEL 1  
ALAMO RD NORTH HIDALGO COUNTY  
APRIL, 2014  
RCSJ: 0921-02-330  
SCALE: 1" = 50'

**SAN SALVADORE DEL TULE GRANT  
(JUAN JOSE BALI)  
ABSTRACT-290**



D = 16°55'03"  
R = 4,030.00'  
L = 1,189.92'  
CHB = N 17°21'01" E  
CHD = 1,185.60'

STA 127+58.85  
O/S 30.00' LT  
SET 5/8" IR W/TXDOT  
ALUMINUM CAP

D = 17°09'53"  
R = 3,970.00'  
L = 1,189.33'  
CHB = N 17°13'37" E  
CHD = 1,184.89'

D = 16°55'03"  
R = 3,970.00'  
L = 1,172.21'  
CHB = S 17°21'01" W  
CHD = 1,167.95'

41.58 ACRES  
ANNA R. FIKE  
TO MICHAEL R. FIKE, GEORGE A. FIKE  
& FRANK SAMUEL FIKE  
DOC. 2011-2200737  
DEC. 11, 2008  
O.R.H.C.

**LOT "Q", BLOCK 2  
SANTA CRUZ RANCH  
VOL. "Z", PG. 161  
D.R.H.C.**

STA 127+58.85  
O/S 30.00' RT  
SET 5/8" IR W/TXDOT  
ALUMINUM CAP

D = 17°09'53"  
R = 4,030.00'  
L = 1,207.30'  
CHB = S 17°13'37" W  
CHD = 1,202.79'

MATCHLINE STATION 125+00

MATCHLINE STATION 129+00

PROP. R.O.W. LINE

PROP. R.O.W. LINE

PRC 127+58.85

PARCEL PLAT  
SHOWING

PARCEL 1

ALAMO RD NORTH HIDALGO COUNTY  
APRIL, 2014  
RCSJ:0921-02-330

PAGE 3 OF 11

SCALE: 1" = 50'

SAN SALVADORE DEL TULE GRANT  
 (JUAN JOSE BALLI)  
 ABSTRACT-290

0' 50' 100' 150'



SCALE 1" = 50'



D = 17° 09' 53"  
 R = 3,970.00'  
 L = 1,189.33'  
 CHB = N 17° 13' 37" E  
 CHD = 1,184.89'

MATCHLINE STATION 133+00

PROP. R.O.W. LINE

1

130+00

PROP. R.O.W. LINE

41.58 ACRES  
 ANNA R. FIKE  
 & FRANK SAMUEL FIKE  
 DOC. 2011-2200737  
 DEC. 11, 2008  
 O.R.H.C.

D = 17° 09' 53"  
 R = 4,030.00'  
 L = 1,207.30'  
 CHB = S 17° 13' 37" W  
 CHD = 1,202.79'

LOT "Q", BLOCK 2  
 SANTA CRUZ RANCH  
 VOL. "Z", PG. 161  
 D.R.H.C.

PARCEL PLAT  
 SHOWING

PARCEL 1  
 ALAMO RD NORTH HIDALGO COUNTY  
 APRIL, 2014  
 RCSJ: 0921-02-330

SCALE: 1" = 50'

**SAN SALVADORE DEL TULE GRANT  
(JUAN JOSE BALI)  
ABSTRACT-290**



D = 17° 09' 53"  
R = 3,970.00'  
L = 1,189.33'  
CHB = N 17° 13' 37" E  
CHD = 1,184.89'

**LOT "Q", BLOCK 2  
SANTA CRUZ RANCH  
VOL. "Z", PG. 161  
D.R.H.C.**

PROP. R.O.W. LINE

(1)

135+00

133+62.53 PI

D = 17° 09' 53"  
R = 4,030.00'  
L = 1,207.30'  
CHB = S 17° 13' 37" W  
CHD = 1,202.79'

PROP. R.O.W. LINE

MATCHLINE STATION 137+00

MATCHLINE STATION 133+00

41.58 ACRES  
ANNA R. FIKE  
TO MICHAEL R. FIKE, GEORGE A. FIKE  
& FRANK SAMUEL FIKE  
DOC. 2011-2200737  
DEC. 11, 2008  
O.R.H.C.

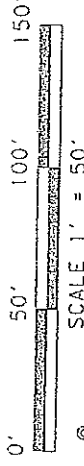
PROPOSED BASELINE  
PI STATION = 133+62.53  
DELTA = 17° 09' 53.60" (LT)  
DEGREE OF CURVE = 17° 25' 56.62"  
TANGENT = 603.68  
LENGTH = 1,198.32  
RADIUS = 4,000.00  
PC STATION = 127+58.85  
PT STATION = 139+57.16

PARCEL PLAT  
SHOWING

PARCEL 1  
ALAMO RD NORTH HIDALGO COUNTY  
APRIL, 2014  
RCSJ: 0921-02-330  
SCALE: 1" = 50'

PAGE 10 OF 11

**SAN SALVADORE DEL TULE GRANT  
(JUAN JOSE BALLI)  
ABSTRACT-290**



**LOT "Q", BLOCK 2  
SANTA CRUZ RANCH  
VOL. Z<sup>m</sup>, PG. 161  
D.R.H.C.**

41.58 ACRES  
ANNA R. FIKE  
TO MICHAEL R. FIKE, GEORGE A. FIKE  
& FRANK SAMUEL FIKE  
DOC. 2011-2200737  
DEC. 11, 2008  
O.R.H.C.

D = 17°09'53"  
R = 3,970.00'  
L = 1,189.33'  
CHB = N 17°13'37" E  
CHD = 1,184.89'

MATCHLINE STATION 137+00

STA 139+57.16  
O/S 30.00' LT  
SET 5/8" IR W/TXDOT  
ALUMINUM CAP

STA 140+36.50  
O/S 30.00' LT  
SET 5/8" IR W/TXDOT  
ALUMINUM CAP

D = 17°09'53"  
R = 4,030.00'  
L = 1,207.30'  
CHB = S 17°13'37" W  
CHD = 1,202.79'

STA 139+57.16  
O/S 30.00' RT  
SET 5/8" IR W/TXDOT  
ALUMINUM CAP

STA 140+36.24  
O/S 30.00' RT  
SET 5/8" IR W/TXDOT  
ALUMINUM CAP

PROP. R.O.W. LINE

PROP. R.O.W. LINE

N 08°38'40" E  
79.34'

N 08°38'40" E  
140+00

S 08°38'40" W  
79.08'

S 08°57'30" W 2,578.73'

SET 5/8" IR W/PLASTIC  
"RODS SURVEYING" CAP

EXISTING 30' ROW  
VOL. Z<sup>m</sup>, PG. 161,  
D.R.H.C.

**PARCEL PLAT  
SHOWING  
PARCEL 1  
ALAMO RD NORTH HIDALGO COUNTY  
APRIL, 2014  
RCSJ: 0921-02-330  
SCALE: 1" = 50'**

TRACT NO. THREE  
290.97 ACRES  
EDINBURG IMPROVEMENT ASSOCIATION  
TO EIA PROPERTIES, LTD.  
DOC. 1355500  
JUNE 1, 2004  
O.R.H.C.

PAGE 11 OF 11

**DENNIS E. HENDRIX**  
*Attorney at Law*

February 6, 2017

L & G Engineering  
900 S. Stewart Rd., Suite 9  
Mission, Texas 78572

sent by e-mail to fherrera@lgengineers.com  
and by USMail

Attn: Fernando Herrera, Jr.

In Re: ROW CSJ:0921-02-330; Parcel 1; From FM 1925 North

Gentlemen:

This letter is the result of our meeting on December 19, 2016 at the site and our meeting on February 6, 2017. I will try to outline our counter-offer with respect to the proposed extension of Alamo Road.

1. I will refer to the "high point" as being a line (running east to west) between the South portion of the property, being the highest in elevation, and the North portion of the property, which is several feet lower in elevation. It is my understanding from the engineer that the proposed road, on the southern portion of the property (i.e., between FM 1925 and the "high point line") will be at an elevation higher than the "high point". *In other words, the roadway will, on the south end, be at the same elevation of FM 1925 and will rise in elevation to a point higher than the "high point" on our property, and then will continue north dropping in elevation (following the contour of the land) to the north end of the property. If that is true, then we agree to the elevation of the roadway with respect to the contour of the land.*
2. **We insist that the portion of the roadway not include any "bar ditches" from the "high point" running south for 50 feet.** *In other words, the most northern 50 feet of the proposed roadway, for the southern portion of our property (between FM 1925 and the "high point line"), should not include any bar ditches.*
3. It is also my understanding that you will not begin construction until after **August 1, 2017**, which will allow us to harvest our current crop of corn.
4. One of the items not covered by the appraisal was that this is crop land and, as a natural result of farming, the farmer needs a turn row at the end of each row and such was not considered in the appraisal. Since the proposed roadway is splitting our property in two, we are forced to give up not only the acreage for the proposed roadway, but also incurring the creation of two "turn-rows" (one on

each side of the proposed roadway) which makes our usable acreage even less. Since each "turn-row" is, at least, 20 foot wide, then the additional unusable acreage, would be 2.373 acres which should be compensated at the rate of \$15,500 per acre for the West side and \$15,000 per acre for the East side. The West side is 2583.34 feet in length times 20 feet wide resulting in a "loss" of 1.186 acres or \$18,383.00 and the East side is 2,586.33 feet in length times 20 feet wide resulting in a "loss" of 1.187 acres or \$17,805.00. Therefore, an additional \$36,188.00 should be given for additional damages to the remainder. **This would mean that we are willing to accept \$254,870.00 for the property, being \$53,370.00 for the property to be purchased and \$201,500.00 as damages to the remaining property.**

5. It is my understanding that you will obtain a letter from County Commissioner Joseph Palacios that he is not going to continue and maintain the roadway on the West end of the property. Since this road is on our property and is **NOT DEDICATED**, we ask that the commissioner **NOT** remove the caliche on the roadway. Since we will be using it as a turn-row, it will suit our purposes by leaving the caliche. We will be installing gates on both the North and South ends of the abandoned roadway after the abandonment to prevent access to our property.
6. We ask that the County Commissioner take such steps as are necessary to abandon the dedication of the un-opened, dedicated, 30 foot wide street between Lots "P" and "Q", that appears of record on the map of Santa Cruz Ranch subdivision as appears of record in Volume "Z" page 161, of the Deed Records of Hidalgo County, Texas. Because of the existence of the "new" Alamo Road this street serves no purpose and should be abandoned.

I will also point out that the title policy commitment is in error in that (1) it does not include the interest of Anne Fike and (2) the field notes do not "close".

If you have any questions about the above, please give me a call. I await your reply.

Yours very truly,

  
Dennis E. Hendrix

We have reached an agreement with the County for the property to be taken in order to facilitate the extension of Alamo Road across our property to the East. We have agreed that they will not commence construction until after August 1, 2017, but anticipate that construction will be completed by January 1, 2018. This abandonment can take effect at any time.

Now, if there is something else that you need in order for you to proceed in getting this roadway abandoned, please let me know. If something is not clear, let me know.

Dennis E. Hendrix  
Law Office of Dennis E. Hendrix  
200 N. 12th St., Ste. 202  
Edinburg, Texas 78541  
(956) 381-8495  
(956) 381-4435 Fax

## Fernando Herrera

---

**From:** Fernando Herrera  
**Sent:** Tuesday, January 24, 2017 2:00 PM  
**To:** 'Dennis E. Hendrix'  
**Cc:** Robert Macheska; Luana Gonzalez  
**Subject:** FM 1925 Parcel 1, Alamo Road Project

Hello Mr. Hendrix concerning the Fike counteroffer dated 12/20/16, I have the following response from the County:

1. We agree to the elevation of the road with respect to the contour of the land.
2. Roadway will not include any bar ditches from the high point running south for 50'.
3. Construction will not begin till after August 1, 2017.
4. **The counteroffer of \$254,870.00 is acceptable to the County.**
5. The issue concerning the current Alamo Rd., and it's possible closing, must be handled as a separate issue from this negotiation.

If the preceding is acceptable I will forward a formal letter from L & G to that effect. Please call me if you need more info, thanks.

*Fernando "Fred" Herrera Jr.*  
*Right of Way Administrator*  
*L & G Engineering*  
*Transportation Consulting Engineers*

(956) 585-1909  
(866) 585-1909

[fherrera@lgengineers.com](mailto:fherrera@lgengineers.com)  
[www.LGEngineers.com](http://www.LGEngineers.com)

SANTA  
CRUZ  
GARDENS  
JUST  
ABANDON Rd.  
IT IS COMPLETELY  
FARM LAND. THE  
CALICHE

NOTICE - This communication may contain confidential and privileged information that is for the sole use of the intended recipient. Any viewing, copying or distribution of, or reliance on this message by unintended recipients is strictly prohibited. If you have received this message in error, please notify us immediately by replying to the message and deleting it from your computer.

**From:** Dennis E. Hendrix [mailto:dehendrixatty@aol.com]  
**Sent:** Wednesday, January 04, 2017 12:01 PM  
**To:** Fernando Herrera  
**Subject:** [QUAR] Alamo Road Project  
**Importance:** Low

Fred, here is the latest counter-proposal.

I have decreased the size of the "turn-row" to 20 feet instead of the 25 feet as originally proposed. The rational is simple - since the size of the tractors being used are, at least, 20 feet in length, we need at least length in order to turn them around.

I trust this is satisfactory!



| Item No. | Improvement Type | Type Construction | Improvement Value | Retention Value | Bisection Category |
|----------|------------------|-------------------|-------------------|-----------------|--------------------|
|          |                  |                   |                   |                 |                    |
|          |                  |                   |                   |                 |                    |
|          |                  | <b>Total</b>      | <b>\$0.00</b>     |                 |                    |

**TABULATION OF VALUES (continued)**

Parcel: 1 Update

Highway: Alamo Road North

ROW CSJ: 0921-02-330

**III. Damages and Enhancements**

| Total Non-Exempt Damages | Enhancements | Exempt Damages | Net Damages  |
|--------------------------|--------------|----------------|--------------|
| \$0.00                   | \$12,851.00  | \$165,312.00   | \$165,312.00 |

**IV. Sign Values**

| Item No.     | Sign Owner | Type Construction | Improvement Value | Retention Value | Bisect. Cat. |
|--------------|------------|-------------------|-------------------|-----------------|--------------|
| N/A          | N/A        | N/A               | N/A               | N/A             | N/A          |
| <b>Total</b> |            |                   | \$0.00            | \$0.00          |              |

**V. Recapitulation**

| Date:                         | 10-18-16<br>Updated Report | 9-20-14<br>Original Report |  | Recommended Value   |
|-------------------------------|----------------------------|----------------------------|--|---------------------|
| Appraiser's Name:             | John H. Malcom, Jr.        | John H. Malcom, Jr.        |  |                     |
| Value of Whole Property       | \$605,355.00               | \$585,177.00               |  | \$605,355.00        |
| Parcel Area: 3.558 Acres      |                            |                            |  |                     |
| <b>VALUE FOR PARCEL</b>       |                            |                            |  |                     |
| Land: per_ac. \$15,000        | \$53,370.00                | \$51,591.00                |  | \$53,370.00         |
| Easement                      | \$0.00                     | \$0.00                     |  | \$0.00              |
| Improvements                  | \$0.00                     | \$0.00                     |  | \$0.00              |
| Net Damages or (Enhancements) | \$165,312.00               | \$136,899.00               |  | \$165,312.00        |
| OAS Value(s)                  | \$0.00                     | \$0.00                     |  | \$0.00              |
| <b>TOTAL COMPENSATION</b>     | <b>\$218,682.00</b>        | <b>\$188,490.00</b>        |  | <b>\$218,682.00</b> |

Calculations for Net Damages or (Enhancements) considers Direct Access Denial damages.

**TABULATION OF VALUES (continued)**

Parcel: 1 Update

Highway: Alamo Road North

ROW CSJ: 0921-02-330

**VI. Comments and Conclusions on Values in the Appraisal Report**

**Appraiser: John H. Malcom, Jr.**

**Effective Date of Updated Report: October 18, 2016**

**Updated Report Dated: November 2, 2016**

**Review Appraiser: Harvey L. Heerssen, TX. State Certified General Appraiser**

**Effective Date of Updated Review: November 2, 2016**

**TxDOT Review Appraiser: Pedro Escobar**

**Report Received at TxDOT:**

Parcel 1 has been updated to reflect current market value. The original appraisal report had an effective date of 9-20-14 and has been updated to include more current comparable sales to support the current market value. Five (5) new sales are utilized in this update to indicate the value of the part taken to be \$15,000 per acre. Also, a more complete analysis of the left and right remainders is accomplished in this update. The right remainder of 25.702 acres now reflects a slight enhancement. The updated cost to cure of the new irrigation line installation that will serve the right remainder now reflects \$165,312.00 to indicate a total updated compensation of \$218,682.00

Parcel 1 is a partial taking of 3.558 (155,000 s.f) of land of land situated in the San Salvadore Del Tule (Juan Jose Balli) Grant, Hidalgo County, Texas, and being part of and out of Lot Q, Block 2, SANTA CRUZ RANCH, according to the map or plat thereof, recorded in Volume "Z", Page 161, Deed Records of Hidalgo County, Texas, also being part of and out of that certain 41.58 acres, referred to as Parcel 3 described in deed from Anna R. Fike to Michael R. Fike, et al dated December 11, 2008, as recorded under Document No. 2011-2200737, Official Records of Hidalgo County, Texas.

The whole property is located along the north line of FM 1925 at the intersection of FM 907 (Alamo Road) Hidalgo County, Texas. The subject whole property is vacant land currently being utilized for agricultural purposes and single family residential purposes. The highest and best use of the subject is for future mixed residential or commercial use. The improvements located on the whole tract consisting of a single family residence and related site improvements were included in the previous appraisal report by Mr. Malcom of parcel 6 with effective date of 9-20-14, FM 1925, RCSJ 1803-02-033.

The appraiser, John H. Malcom, Jr. has found five (5) more recent sales in this update similar to the subject in location and highest and best use to value the whole property at \$15,000 per acre. The part taken is properly valued as a pro-rata part of the whole property unit value.

The appraiser has considered access damages in accordance with Section 21.042(d) of the Texas Property Code, as amended by SB 18 of the Texas 82nd Regular Legislative Session. The result of the findings is that there is no denial of direct access nor material impairment of direct access on or off the remaining property that affects the market value of the remaining property. Therefore, there are no access damages to the remainder property.

The updated report prepared by the appraiser John H. Malcom, Jr. is an Appraisal Report presented on TxDOT form ROW-A-5 and appears to comply with USPAP and the Texas Department of Transportation's Appraisal and Review Manual. The appraisers' updated opinion and conclusions appear to be well supported by information contained within this updated appraisal report. It is recommended that the total updated value of \$218,682.00 be approved for continued negotiations and acquisition.

**VII. Justification and Explanation for Credit if Retained.**

Retentions are not applicable as subject parcel is vacant land.

### TABULATION OF VALUES (continued)

Parcel: 1 Update

Highway: Alamo Road North

ROW CSJ: 0921-02-330

#### VIII. Conditions

Values for signs, if any, are applicable only if sign owner has compensable interest.

Fencing is applicable only to actual cost or lump sum fencing on 90-10 Right of Way projects and State cost participation in fences to be in accordance with State's Right of Way Manual.

The values indicated hereon have been approved on the basis that all improvements within the taking will be acquired in the name of the State through negotiation.

#### IX. Reviewing Appraisers' Statements

##### Reviewing Appraiser's Statement

It is my opinion that the appraiser's report for this parcel appears adequately supported and in compliance with all appropriate appraisal standards, laws, and regulations, and I recommend this appraisal for use by the appropriate Agency Official and his/her assigns. I have no direct or indirect present or contemplated future personal interest in such property or in any benefit from the acquisition of the parcel. To the best of my knowledge, the value does not include any items that are not compensable under State law.

\_\_\_\_\_  
Reviewing Appraiser

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Contract Reviewing Appraiser (if applicable)

\_\_\_\_\_  
11-2-16  
Date

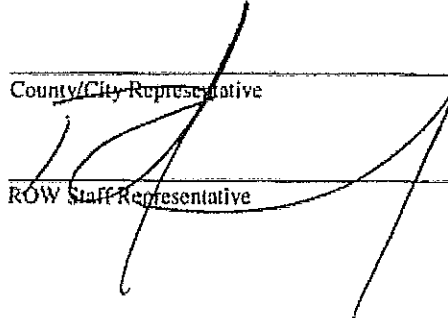
\_\_\_\_\_  
Division Reviewing Appraiser (if applicable)

\_\_\_\_\_  
Date

#### X. Approval of Values

\_\_\_\_\_  
County/City Representative

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
ROW Staff Representative

\_\_\_\_\_  
11/3/16  
Date

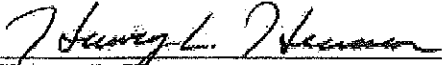
APPRAISAL REVIEW SUBMISSION  
FOR

*Parcel No. 1 Update*  
*RCSJ: 0921-02-330*  
*Hwy: Alamo Road North*  
*County: Hidalgo*

CONSISTING OF:

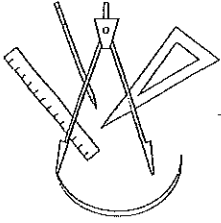
- *Form ROW-A-10-Separate*
- *Appraisal Review Form-USPAP*
- *Assumptions and Limiting Conditions-USPAP*
- *Certification-USPAP*
- *Evaluation Form ROW-A-19A-Separate*

PREPARED BY:

  
Harvey L. Heerssen  
Tx. State Certified General Appraiser  
No. TX-1327190-G

11-2-16  
Effective Date of Review

11-2-16  
Date of Review Report



# L&G Engineering

Transportation Consultants

12/6/16

Pharr District  
Hidalgo County  
Alamo Rd. North : FM 1925 to: north  
RCSJ: 0921-02-330  
Parcel No. 1

RE: Purchase of 3.558 of an acre (155,000 sq. ft.) of land, more or less, situated in the San Salvadore Del Tule (Juan Jose Balli) Grant, Hidalgo County, Texas and also being part or portion of Lot "Q", Blk 2 Santa Cruz Ranch.

Michael R. Fike, George A. Fike, Frank Samuel Fike  
1601 N. Sharp Road  
Edinburg, TX 78542

Dear Sirs:

Enclosed for your review and further processing are the following:

- Initial Offer Letter
- Metes and Bounds and Plat (proposed right of way to be acquired highlighted in yellow, located within appraisal report)
- Appraisal Report prepared by: John H. Malcom, Jr. dated 11-2-2016
- Acknowledgement of Receipt of Appraisal Report
- Land Owner Bill of Rights w/Supplement
- Title Commitment
- Sample Deed
- Brochures ("State Purchase of Right of Way")

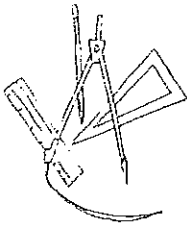
Please return signed Acknowledgement of Receipt to our office at L&G Engineering, 900 S. Stewart Road, Suite 10, Mission, Texas 78572.

If you have any questions, please contact me at (956) 585-1909.

Sincerely,

Fernando Herrera Jr.  
Right of Way Administrator

Enclosures



# L&G Engineering

Transportation Consultants

Date: 12/6/16

County: Hidalgo  
Federal Project No.: N/A  
Highway: Alamo Road North

ROW CSJ:0921-02-330  
Parcel: 1  
From: FM 1925  
To: north

BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED NO. 70141200000200457731

Michael R. Fike, George A. Fike, Frank Samuel Fikel  
1601 N. Sharp Road  
Edinburg, TX 78542

Dear Sirs,

In acquiring property for the highway system of Texas, the County of Hidalgo follows a definite procedure for appraising the land needed and for handling personal negotiations with each owner. As has been or will be explained by the County's consultant, Fernando Herrera, Jr., a portion of your property located on FM 1925, as described in the enclosed property description, is to be acquired for the construction or improvement of the above-referenced highway project.

We believe at this stage of the purchase process it is mutually beneficial to confirm that, based on an appraisal, the County is authorized to offer you **\$218,682.00** for your property, which includes **\$53,370.00** for the property to be purchased and **\$165,312.00** for damages to your remaining property. This amount is the total amount of just compensation for all interests in the portion of your property to be acquired, as determined in accordance with State law, less oil, gas and sulphur, subject to clear title being conveyed to the County. In accordance with State law, it is the policy of the Department/County to negotiate with the fee owner(s) of the real property with the understanding that you will, in turn, negotiate with any lessee or other party who may own any interest in the land or improvements, with the exception of public utility easements, which will be handled separately by the Department/County.

This offer to purchase includes the contributory values of the improvement(s) listed below, which are considered to be part of the real property. Since the improvement(s) must be removed, it is the policy of the County permit owners who convey voluntarily to the Department/County to thereafter retain the improvement(s), if they wish to do so. The retention values shown below are the estimated amounts the improvement(s) would bring if sold on public bids. If you wish to retain title to any of the following improvement(s) and remove it (them) from the right of way, the amount of the above offer must be reduced by the appropriate retention amount(s). This option to retain the improvement(s) does NOT apply should it become necessary for the Department/County to acquire the real property by eminent domain.

|    | <u>Improvement</u> | <u>Amount to be Subtracted if Retained</u> |
|----|--------------------|--|
| A. | None               | \$0.00                                     |
| B. |                    | \$   |
| C. |                    | \$   |
| D. |                    | \$   |

If you wish to accept the offer based upon this appraisal, please contact Fernando Herrera, Jr. as soon as possible, at (956) 585-1909, so that the process of issuing your payment may be started. If you are not willing to accept this offer, you may submit a written request for administrative settlement/counteroffer, setting forth a counteroffer amount and the basis for such amount, provided such settlement request is received in writing within



30 days from the date of this letter. Please note that your opportunity to submit an administrative settlement shall be forfeited if such a settlement request is not received by the County within the 30 day time deadline.

In the event the condition of the property changes for any reason, the County shall have the right to withdraw or modify this offer.

After the date of payment of the purchase price, or the date of deposit in court of funds to satisfy the award of compensation as determined through eminent domain proceedings to acquire real property, you will be reimbursed for any fair and reasonable incidental expenses necessarily incurred in transferring title to the property for use by the County. Expenses eligible for reimbursement may include (1) recording fees, transfer taxes and similar expenses incidental to conveying the real property to the Department and (2) penalty costs for prepayment of any preexisting recorded mortgage entered into in good faith encumbering the real property. Voluntary unnecessary expenses or expenses incurred in clearing questionable title will not be eligible for reimbursement. Eligible incidental expenses will be reimbursed upon submission of a claim supported by receipted bills or other evidence of actual expenses incurred. You may file a written request for review if you believe that the County failed to properly determine the eligibility for, or the amount of, incidental expenses to be reimbursed. There is no standard form on which to request a review of a claim; however, the claim must be filed with this office within six months after you are notified of the County's determination on any claim for reimbursement.

You may be entitled to additional payments and services under the State's Relocation Assistance Program. It is emphasized, however, that any benefits to which you may be entitled under this program will be handled entirely separate from and in addition to this transaction. You will receive a brochure entitled "Relocation Assistance" which will inform you of eligibility requirements, payments and services which are available.

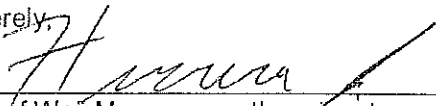
You have the right to discuss with others any offer or agreement regarding the County's acquisition of the subject property, or you may (but are not required to) keep the offer or agreement confidential from others, subject to the provisions of Chapter 552, Government Code (the Public Records Act) as it may apply to the Department.

Attached is a copy of the Texas Department of Transportation brochure entitled "Right of Way Purchase" which we trust will give you a better understanding of the procedures followed by the County in purchasing property. We respectfully request the opportunity to meet with you or to otherwise discuss and answer any questions you may have regarding the details of the type of facility to be built, or concerning the County's offer or proposed purchase transaction. Also, please do not hesitate to contact me at the telephone number provided above regarding any question you may have.

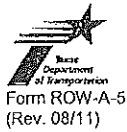
Please see the enclosed copy of the Texas Landowner Bill of Rights.

Finally, we enclose copies of all appraisal reports relating to your property being acquired which were prepared in the ten (10) years preceding the date of this offer and produced or acquired by the County, including the appraisal on which this offer is based.

Sincerely,

  
\_\_\_\_\_  
Right of Way Manager or other signatory  
Fernando Herrera Jr.

ENCLOSURES:  
Appraisal Report(s)  
Landowner Bill of Rights  
Brochure ("Right of Way Purchase")



REAL ESTATE APPRAISAL REPORT - TEXAS DEPARTMENT OF TRANSPORTATION

Address of Property: FM 1925 at FM 907 ROW CSJ: 0921-02-330
Property Owner: Anna R. Fike, et al District: Pharr District
Address of Property Owner: 1601 N. Sharp Road, Edinburg, Texas 78542 Parcel: 1
Occupant's Name: N/A, improvements not included Federal Project No: --
Whole: [ ] Partial: [X] Acquisition Highway: Alamo Road County: Hidalgo

Purpose of the Appraisal

The purpose of this appraisal is to estimate the market value of the fee simple title to the real property to be acquired, encumbered by any easements not to be extinguished, less oil, gas and sulphur. If this acquisition is of less than the whole property, then any special benefits and /or damages to the remainder property must be included in accordance with the laws of Texas.

Market Value

Market value is defined as follows: "Market Value is the price which the property would bring when it is offered for sale by one who desires, but is not obliged to sell, and is bought by one who is under no necessity of buying it, taking into consideration all of the uses to which it is reasonably adaptable and for which it either is or in all reasonable probability will become available within the reasonable future."

Certificate of Appraiser

I hereby certify:

That it is my opinion the total compensation for the acquisition of the herein described property is \$218,682 as of October 18, 2016 based upon my independent appraisal and the exercise of my professional judgment;

That on October 18, 2016 (date)(s), I personally inspected in the field the property herein appraised; that I afforded, Anna R. Fike, et al the property owner or the representative of the property owner, the opportunity to accompany me at the time of the inspection. I contacted Mrs. Fike and other family members by certified mail. I contacted Ms. Fike by phone and met her at the property September 20, 2014 and I met with Ms. Fike and other family members 10/18/2016.

That the comparables relied upon in making said appraisal were as represented by the photographs contained in the appraisal report and were inspected on or before October 17, 2016 (date)(s);

That I have not revealed and will not reveal the findings and results of such appraisal to anyone other than the proper officials of the Texas Department of Transportation or officials of the Federal Highway Administration until authorized by State officials to do so, or until I am required to do so by due process of law, or until I am released from this obligation by having publicly testified to such findings;

That my compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event.

The appraiser has considered access damages in accordance with Section 21.042(d) of the Texas Property Code, as amended by SB18 of the Texas 82nd Regular Legislative Session and finds as follows:

- 1. Is there a denial of direct access on this parcel? no (yes or no)
2. If so, is the denial of direct access material? not applicable (yes, no, or not applicable)
3. The lack of any access denial or the material impairment of direct access on or off the remaining property affects the market value of the remaining property in the sum of. \$0

I certify to the best of my knowledge and belief:

That the statements of fact contained in this report are true and correct;

That the reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, unbiased professional analyses, opinions, and conclusions;

That I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved;

That my analyses, opinions and conclusions were developed, and this report has been prepared in conformity with the appropriate State laws, regulations, and policies and procedures applicable to the appraisal of right of way for such purposes, and that to the best of my knowledge no portion of the value assigned to such property consists of items which are noncompensable under the established law of said State, and any decrease or increase in the fair market value of subject real property prior to the date of valuation caused by the public improvement for which such property is to be acquired, or by the likelihood that the property would be acquired for such improvement, other than that due to the physical deterioration within the reasonable control of the owner, has been disregarded in estimating the compensation for the property.

[Handwritten signature of John H. Malcom, Jr.]

Appraiser Signature
John H. Malcom, Jr., MAI, AI-GRS, CCIM, SR/WA
Certification Number 1320239-G
November 2, 2016
Date

To the best of my knowledge, the value does not include any items which are not compensable under State law.
[Handwritten signature of Contract Reviewing Appraiser]
Contract Reviewing Appraiser (if applicable)
11-2-16
Date
Reviewing Appraiser

