

# L&G Engineering

Transportation Consultants

September 5, 2019

The Honorable Joe Flores  
Attn: Norma Ceballos, R.P.I.C.  
Hidalgo County Commissioner, Pct. #3  
724 Breyfogle Rd.  
Mission, Texas 78574

RE: County: Hidalgo  
ROW CSJ No. 0921-02-344  
Mile 3 Road  
From: Tom Gill Road to Goodwin Road  
Parcel No. 30

Dear Commissioner Flores:

Attached herewith is a counter-offer submitted on August 29, 2019, by Oscar Rios Jr. and Nereyda Rios. L&G Engineering has reviewed the aforementioned and hereby recommends that counteroffer **Be Approved**. Attached also is the N-9, Administrative Settlement Evaluation and Approval Form.

L &G Engineering believes the counteroffer is within an acceptable range of value of the parcel. Therefore, we recommend that the counteroffer of **\$7,500.00 Be Accepted**.

Please review these documents and feel free to contact me at (956) 585-1909 if you wish to discuss this matter personally.

Sincerely,

Luana M. Gonzalez  
Right Away Administrator

Attachments: As noted.



## HIDALGO COUNTY ADMINISTRATIVE EVALUATION AND APPROVAL FORM

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ROW CSJ: 0921-02-344

County: Hidalgo

Highway: Mile 3 Road

Project Limits: From Goodwin to Tom Gill Road

Parcel No.: 30

Owner's Name: Oscar Rios Jr. and Nereyda Rios

Approved Offer: \$1,876.00

Date Offer Sent: 2/1/2019

Owner's Counteroffer: \$7,500.00

Date Counteroffer Received: 8/29/2019

### Factors considered in evaluation:

1. Valuation Issues

- a.  Reconciliation of all available appraisals, including Owner's.
- b.  Other: Improvements Undervalued

2. Legal Issues

- a.  Analysis of recent court awards on similar properties or projects.
- b.  Analysis of recent court decisions which may affect the outcome of a condemnation action.
- c.  Analysis of previously unlitigated issues.
- d.  Other: \_\_\_\_\_

3. Cost Savings

- a.  Approximate cost to litigate through Special Commissioners' Hearing \$12,000.00
- b.  Approximate additional cost to litigate through jury trial \$15,000.00
- c.  Other: \_\_\_\_\_

4. Timing Issues

- a.  Maintain project schedule: 6/20  
Possession of this property is needed by: 3/20  
Projected possession date, if settled is: 10/19  
Projected possession date, if condemned is: 1/20  
Letting date: June 2020
- b.  Other: \_\_\_\_\_

5. Other Issues

\_\_\_\_\_

\*\* The following documents have been considered and are incorporated by reference: appraisals, appraisal review form, owner's counteroffer and supporting documentation, negotiator's log, and \_\_\_\_\_

**Analysis and Conclusion:**

Our  approval/  disapproval recommendation is based on the items checked above and has been evaluated as follows: (attach additional sheets as necessary)

Being a 450 square foot or 0.0103 acre tract of land situated in Hidalgo County, Texas, and being out of Lots 1 and 2, Block 2, Texan Gardens Subdivision . On 2/1/2019 Acquisition Provider (L&G Engineering) made an offer of \$1,876.00 to purchase the property to Mr. and Mrs. Rios. On August 29, 2019 Mr. and Mrs. Rios, submitted a counter offer requesting an additional \$5,624.00 for a total of \$7,500.00. Mr. and Mrs. Rios requested estimates to rebuild their fence and to remove a heavy excavator that is in the way of the new right of way line. L&G Engineering is recommending the counteroffer to be a reasonable amount to avoid condemnation. Based on the information provided within the counter offer and discussion by the acquisition team it is recommended that the Administrative Settlement be approved. Also, the cost and length of time associated with a condemnation would far surpass the counter offer.

This administrative settlement of \$ 7,500.00  is /  is not recommended for approval as being reasonable, justified, prudent and in the public interest.

**RECOMMENDATION(S):**

*Juana M. Seigler*  
Project Engineer/ROW Administrator

*9/5/19*  
Date

\_\_\_\_\_  
RPIC/Authorized Pct. Representative

\_\_\_\_\_  
Date

**COUNTY APPROVAL:**

\_\_\_\_\_  
County Judge

\_\_\_\_\_  
Date

TO WHO IT MAY CONCERN,

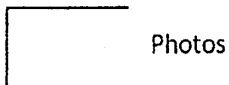
I OSCAR RIOS IAM REJECTING THE OFFER OF \$1,876.00 OF PARCEL 30 ON MILE 3 AND TEXAN RD. I HAVE REQUESTED A QUOTE TO BUILD A NEW FENCE AND TO REMOVE MACHINERY ON THE WAY AND SCRAP METAL ON THE WAY WHICH WILL INTERFERE WITH THE PROJECT. IAM WILLING TO ACCEPT A TOTAL OFFER OF TOTAL\$7500

8/29/2019

Oscar rios

x 

# INVOICE



### Basic Details

Call # 00413  
 Account Cash/Private Retail Customer  
 Date/Time 8/22/2019 @ 9:14 AM  
 Requested:  
 Tow From: 7886 Mile 3 Road, Mission, TX, USA  
 Notes SMS received from customer 956-240-1036 at 8/22/2019 9:21:16 AM In response to: 'Invoice sent' Message from customer: Thanks Relocating excavator on land-off trailer with heavy duty wrecker.

### Vehicle Summary

Model: Excavator  
 Drivable:No

### Charges Summary

Service Item	Units/Qty	Price	Line Total
Fuel Surcharge	1	\$0.00	\$0.00
Unloaded/Enroute Mileage	50.9	\$0.00	\$0.00
Tow/Hook Fee	1	\$1,000.00	\$1,000.00
Labor	1	\$500.00	\$500.00
Winching	1	\$500.00	\$500.00
<b>Subtotal</b>			<b>\$2,000.00</b>
<b>Taxes</b>			<b>\$0.00</b>
<b>Grand Total</b>			<b>\$2,000.00</b>

TDLR# 006546372C VSF# 0654638VSF

Direct all complaints to:  
 Texas Dept. of Licensing & Regulation Towing Program  
 P.O. Box 12157 | Austin, TX 78711 | (512) 463-6599 | (800) 803-9202  
 Email: intake@tdlr.texas.gov | <http://www.tdlr.texas.gov>

EXCELLENT FENCE

P.O. BOX 1093  
 1104 WEST LOOP 374  
 MISSION TEXAS 78573

# Estimate

Date	Estimate #
8/20/2019	2226

Name / Address
OSCAR RIOS 7886 WEST MILE 3 RD RD MISSION TEXAS

P.O. No.	Project

Description	Qty	Rate	Total
TOPSAIL 4 X 24 SCH.40	15	147.50	2,212.50T
TOP RAIL 6 5/8" X 24'	4	45.48	181.92T
LABOR FOR INSTALLATION 100 LF 5' HIGH THREE RAILS 4" ROUND GALVANIZED POST	1	2,500.00	2,500.00T
<b>Sales Tax (8.25%)</b>			\$403.79
<b>Total</b>			\$5,298.21

Phone #	Fax #	E-mail
956-581-5356	956-598-8258	excellentfence@att.net

**TABULATION OF VALUES**

Parcel: 30 Highway: Mile 3 Road ROW CSJ: 0921-02-344  
 Taking Type: Partial District: Pharr  
 Size of Remainder: 2.2297 Acres County: Hidalgo  
 Type of Property: Improved/Salvage Yard Federal Project: N/A  
 Contract Fencing: N/A  
 Appraised by: Leonel Garza III  
 Date Appraised: 11-19-18

Access will be  provided or  denied to the new facility. If access will be partially provided or denied, explain in comments.

Agency	Participating Percentage	Expense Description
Federal Highway Administration	80%	ROW Acquisition Expenses
Hidalgo County	20%	ROW Acquisition Expenses

Interest Owner	Acquisition Interest	Land Area	Value	Lease (Y/N)
Oscar Rios, Jr., & Nereyda Rios	Fee Simple	0.0103 Acres 450 sf.	\$1,350.00	No

**I. Appraised Values**

Land Value	Improvement Value	Sign Value	Damages/Enhancements	Total Value
\$1,350.00	\$297.00	\$0.00	\$229.00	\$1,876.00

**II. Improvements**

Item No.	Improvement Type	Type Construction	Improvement Value	Retention Value	Bisection Category
A.	Fence	Ranch Style	128.00	\$1.00	N/A
B.	Drive	Caliche	169.00	1.00	N/A



**TABULATION OF VALUES (continued)**

Parcel: 30

Highway: Mile 3 Road

ROW CSJ: 0921-02-344

**III. Damages and Enhancements**

Total Non-Exempt Damages	Enhancements	Exempt Damages	Net Damages
\$0.00	\$0.00	\$229.00	\$229.00

**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:	11-19-18	Recommended Value
Appraiser's Name:	Leonel Garza III	
Value of Whole Property	\$321,860.00	\$321,860.00
Parcel Area: 450 sf.		
<b>VALUE FOR PARCEL</b>		
Land: per sf. \$3.00	\$1,350.00	\$1,350.00
Easement	\$0.00	\$0.00
Improvements	\$297.00	\$297.00
Net Damages or (Enhancements)	\$229.00	\$229.00
OAS Value(s)	\$0.00	\$0.00
<b>TOTAL COMPENSATION</b>	<b>\$1,876.00</b>	<b>\$1,876.00</b>

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

**TABULATION OF VALUES (continued)**

Parcel: 30

Highway: Mile 3 Road

ROW CSJ: 0921-02-344

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

**Appraiser: Leonel Garza III**  
**Effective Date of Report: November 19, 2018**  
**Report Dated: December 7, 2018**  
**Review Appraiser: Harvey L. Heerssen**  
**Effective Date of Review: December 31, 2018**

Parcel 30 is a partial taking of 0.0103 acres (450 sf.) tract of land situated in Hidalgo County, Texas, and being out of Lots 1 & 2, Block 2, Texas Gardens Subdivision, as recorded in Volume 8, Page 57, Map Records of Hidalgo County, Texas, being out of a tract of land conveyed by Deed of Gift, dated March, 16, 2009, from Alberto Gonzalez Tijerina joined proforma by his wife Maria Guadalupe Gonzalez, to Oscar Rios, Jr., and Nereyda Rios, as described in Document No. 1980208, of the Official Records, Hidalgo County, Texas.

The whole property is located at the northeast corner of Mile 3 Road and Texas Road, and consists of 2.24 acres currently utilized as an a scrap metal yard. The whole tract contains structural type improvements with fencing and drives within the acquisition. Three sales are utilized by the appraiser to value the whole tract at \$3.00 per sf. and the taking is valued as a pro-rata part of the whole value.

There are no market damages to the remainder land. Cost to cure is necessary to compensate for the fence that was depreciated within the acquisition in order to replace the fencing on the remainder to retain the same utility.

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. 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 report prepared by the appraiser Leonel Garza III 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' opinion and conclusions appear to be well supported by information contained within this appraisal report. It is recommended that value of \$1,876.00 be approved for negotiations and acquisition.

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

A retention of \$1.00 is applied to the fencing and caliche drive to encourage retention and removal.

TABULATION OF VALUES (continued)

Parcel: 30

Highway: Mile 3 Road

ROW CSJ: 0921-02-344

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
<i>Harvey L. Newman</i> _____ Contract Reviewing Appraiser (if applicable)	_____ 1-2-19 _____ Date
_____ Division Reviewing Appraiser (if applicable)	_____ Date

X. Approval of Values

<i>Debra F. Owsel</i> _____ County/City Representative	<i>1/14/2019</i> _____ Date
_____ ROW Staff Representative	_____ Date

APPROVED BY  
COMMISSIONERS' COURT  
ON: *1/31/18* *ms*

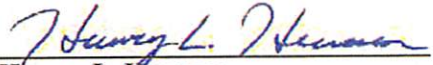
**APPRAISAL REVIEW SUBMISSION**  
**FOR**

*Parcel No. 30*  
*RCSJ: 0921-02-344*  
*Hwy: Mile 3 Road*  
*County: Hidalgo*

**CONSISTING OF:**

- *Form ROW-A-10*
- *USPAP Requirements*
- *Fully Signed Appraisal Report*

**PREPARED BY:**

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

12-31-18  
Effective Date of Review

1-2-19  
Date of Review Report

## USPAP REQUIREMENTS

MILE 3 ROAD-RCSJ 0921-02-344  
PARCEL NO. 30

**REVIEWER'S CLIENT:** L & G Engineers, Inc.

**INTENDED USERS OF APPRAISAL REVIEW:** L & G Engineers, FHWA and possibly Hidalgo County and Others authorized in the acquisition process.

**INTENDED USE OF APPRAISAL REVIEW OPINIONS AND CONCLUSIONS:** Quality Control and Confirmation

**PURPOSE OF THE REVIEW ASSIGNMENT:** (1) To evaluate compliance with USPAP, (2) To develop and communicate a conclusion of the quality of the fee appraiser's work, (3) To determine if the results of the work under review were credible for the intended user's intended use. The review assignment does not include the development of the reviewer's own opinion of value or review opinion related to the work under review. The review assignment does include the reviewer to recommend a value for approval and negotiations. In accordance with the Uniform Appraisal Standards for Federal Land Acquisitions, Latest Edition of December, 2016, Section 3.5, "An Opinion of Value Expressed by a Review Appraiser." "The review appraiser may recommend, accept, or not accept an appraisal report based upon compliance with these Standards and the appropriateness and analyses employed in the appraisal report. Such actions do not constitute an opinion of value on the part of the review appraiser, nor do they infer that the reviewing appraiser has taken ownership of, or is responsible for the value opinion expressed in the appraisal report under review.

**JURISDICTIONAL EXCEPTION:** An assignment condition established by applicable law or regulation which precludes an appraiser from complying with a part of USPAP. This appraisal review has been completed in accordance with TxDOT standards, rules, regulations and policies. Therefore, if any part or portion of this appraisal review that precludes compliance to USPAP due to any specific standard, rule, regulation, or policy of the client or intended users, then the JURISDICTIONAL EXCEPTION RULE is invoked.

**SCOPE OF THE APPRAISAL REVIEW -** The Scope of Work for this appraisal review is to develop an opinion as to the completeness, accuracy, relevance, and reasonableness of the work under review, and that the appraisal report is appropriate and is in compliance with USPAP. The work under review is the appraisal report prepared by Mr. Leonel Garza III that has an effective date of 11-19-18 and a report date of 12-7-18. The effective date of the appraisal review is 12-31-18 and the date of the appraisal review report is 1-2-19. The scope of work also includes the following:

- Technical compliance with the local agency standards
- Personal inspect the entire project and each parcel from the road right of way.
- Check and review appraisal report for USPAP Compliance.
- Check and review appraisal report to determine quality of appraiser's work.
- Check report for mathematical calculations, approaches to value and accuracy of all statements.
- Check for consistency of value and appraisal methodology from parcel to parcel.
- Prepare appraisal review submission for Client that includes recommending a value for negotiations.
- Submit appraisal review report to Client electronically.

**CONCLUSION:** The appraisal report has been prepared based on recognized appraisal principles and standards, and thus conforms to the Uniform Standards of Professional Appraisal Practice (USPAP). The appraiser has presented good comparable sales that support the appraised value for this property. The appraiser's work is satisfactory and the analyses, opinions and conclusions in the appraisal report under review are appropriate and reasonable. Based on the appraisal report and all supporting data, I approve the final value conclusion and recommend that the appraisal be released for negotiations and acquisition.

## **ASSUMPTIONS, EXTRA ORDINARY ASSUMPTIONS, AND LIMITING CONDITIONS**

**Client: L & G Engineers, Inc.**  
**RCSJ: 0921-02-344**  
**Parcel No. 30**

**This appraisal review is made subject to the following:**

The legal description as provided by the client is assumed to be correct.

The information furnished by others is believed to be reliable, but no warranty is given for its accuracy. The right of way map and all other relevant data furnished by the client are assumed to be correct.

It is assumed that the property reviewed is unencumbered by adverse easements.

The property is reviewed as though free and clear from all liens and encumbrances in fee simple interest to the surface rights only.

No personal property including appliances not fixed to the realty, furnishing, vehicles, trade fixtures, or intangible items are included in the appraisal review.

Any allocation of the total value estimated in this review report between the land and improvements applies only to this parcel under review. The separate values allocated to the land and improvements must not be used in conjunction with any other appraisal report of another parcel and are invalid if so used.

The existence of potentially hazardous material and or toxic waste that may or may not be present on the property was not observed by the review appraiser. However, the review appraiser is not an expert on such matters and is not qualified to detect such substances, and no responsibility is assumed for any hazardous conditions, nor for any expertise required to discover them. The value conclusion of the appraisal review is based on the assumption that no significant environmental problems exist that would adversely affect the value or marketability of the subject property.

The professional competency of the review appraiser should not be presumed to include the knowledge or experience of a professional surveyor, architect, engineer, title lawyer or other specialist.

An Extraordinary Assumption is defined as "an assignment specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser's opinions or conclusions." The appraiser was furnished uncertain information that include physical, legal, comparable sale data and other data from sources considered reliable and the review appraiser assumes that all data furnished the appraiser is reliable and accurate but the reviewer does not assume responsibility for the accuracy of all items furnished by other parties. If found to be false, could alter the Reviewer Appraiser's opinions or conclusions.

The client is reminded that market value changes as the market changes with time. Any passage of time may render the value inaccurate and unsuitable.

The submission of the appraisal review does not include the requirement of publication, court testimony or court appearance. Special arrangements will have to be made for this purpose, including fees and time frames.

I do not authorize the out-of-context quoting from or partial reprinting of the appraisal review report. Further, neither all nor any part of the contents of this appraisal review shall be disseminated to the public through advertising media, public relations media, news media, sales media or any public means or communications without the prior written consent and approval of the undersigned.

The liability of the review appraisal is limited to the client and intended users only and does not extend to any third parties or to users not specifically designated or authorized. The total liability of the review appraiser is limited to the amount of the fee received by the review appraiser for the report.

**CERTIFICATION**

**RCSJ: 0921-02-344- PARCEL 30  
MILE 3 ROAD PROJECT**

**I certify that to the best of my knowledge and belief:**

The statements of fact contained in this review report are true and correct.

The reported analyses, opinions, and conclusions in this review report are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions and conclusions.

I have no present or prospective interest in the property that is the subject of the work under review and no personal interest with respect to the parties involved with this assignment.

I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of the work under review within the three (3) year period immediately preceding acceptance of this assignment.

I have no bias with respect to the property that is the subject of the work under review or to the parties involved with this assignment.

My engagement in this assignment was not contingent upon developing or reporting predetermined results.

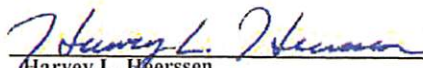
My compensation is not contingent on an action or event resulting from the analyses, opinions, or conclusions in this review or from its use.

My compensation for completing this assignment is not contingent upon the development or reporting of predetermined assignment results or assignment results that favors the cause of the client, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal review.

My analysis, opinions and conclusions were developed and this review report was prepared in conformity with the *Uniform Standards of Professional Appraisal Practice*.

I made a field inspection of subject parcel from the road right of way on September 5, 2018.

No one provided significant appraisal, appraisal review, or appraisal consulting assistance to the person signing this certification.

  
\_\_\_\_\_  
Harvey L. Heerssen  
Texas State Certified General  
Real Estate Appraiser, TX-1327190-G

1-2-19  
\_\_\_\_\_  
Date

**REAL ESTATE APPRAISAL REPORT - TEXAS DEPARTMENT OF TRANSPORTATION**

Address of Property: Northeast corner 3 Mile Road & Texan Road      District: Pharr  
 Property Owner: Oscar Rios, Jr & Nereyda Rios      Parcel: 30  
 Address of Property Owner: 7886 West Mile 3 Road, Mission, Texas      ROW CSJ: 0921-02-344  
 78574  
 Occupant's Name: Oscar Rios, Jr.      Federal Project No: N/A  
 Whole:       Partial:       Acquisition      Highway: 3 Mile 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 \$1,876.00 as of November 19, 2018, based upon my independent appraisal and the exercise of my professional judgment;

That on May 23, 2018 and November 19, 2018, I personally inspected in the field the property herein appraised; that I afforded Oscar Rios, Jr & Nereyda Rios, the property owner or the representative of the property owner, the opportunity to accompany me at the time of the inspection;

That the comparables relied upon in making said appraisal were as represented by the photographs contained in the appraisal report and were inspected on June 8, 2018 (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, and/or their representatives, 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 82<sup>nd</sup> Regular Legislative Session and finds as follows:

1. Is there a denial of direct access of the parcel? No (yes or no)
2. If so, is the denial of direct access material? N/A (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 \$ 0.00.

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 analysis, opinions and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, unbiased professional analysis, 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 analysis, 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 non-compensable 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.

Leonel Garza III  
 Appraiser Signature  
 TX 1328375 - G  
 Certification Number  
 December 7, 2018  
 Date

To the best of my knowledge, the value does not include any items which are not compensable under State law.

Harvey L. Heerssen      01/02/2019  
 Reviewing Appraiser      Date





# L&G Engineering

Transportation Consultants

February 1, 2019

**Via Certified Mail, Return Receipt Requested No.  
7017 0190 0001 1854 9416**

County: Hidalgo  
Federal Project No.: N/A  
Highway: Mile 3 North Road

ROW CSJ: 0921-02-344  
Parcel: 30  
From: Tom Gill Road  
To: Goodwin Road

Oscar Rios, Jr. & Nereyda Rios  
7886 W. Mile 3 Road  
Mission, Texas 78574

Dear Sir/Madam:

In acquiring property for the highway system of Texas, the Texas Department of Transportation (the "Department") and Hidalgo County (the "County") follow 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 negotiator, Fernando Herrera, Jr., a portion of your property located on Mile 3 North Road, 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 **\$ 1,876.00** for your property, which includes **\$ 1,647.00** for the property to be purchased and **\$ 229.00** 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 Department/County to permit owners who convey voluntarily to the State 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 County to acquire the real property by eminent domain.

<u>Improvement</u>	<u>Amount to be Subtracted if Retained</u>
A. Fence - Ranch Style	\$ 1.00
B. Drive - Caliche	\$ 1.00

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 Department /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 Texas Department of



Transportation/Hidalgo County. Expenses eligible for reimbursement may include (1) recording fees, transfer taxes and similar expenses incidental to conveying the real property to the County 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 Department/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 Department's/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 Department's/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.

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 Department/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 Mr. Herrera 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 State/County, including the appraisal on which this offer is based.

Sincerely,

  
\_\_\_\_\_  
Luana M. Gonzalez,  
Right of Way Manager or other signatory

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