



and due processes of law were duly, legally, and timely performed; that all legal prerequisites for trial of this cause by this Court have been duly complied with; that the only issue remaining in this cause to be tried by this Court is the amount of compensation due to the defendants as a result of the condemnation of the Property; and that this Court has jurisdiction of such issue and this cause of action.

## II.

From the papers heretofore filed in this cause and the agreements and stipulations made by the parties to this cause, the Court finds the following:

(1) Under and by *Plaintiffs' Statement* filed with the clerk of this Court on October 6, 2020, Plaintiffs sought and prayed for the acquisition, for highway purposes, from the defendants, through condemnation of the Property located in Hidalgo County, Texas; save and except the oil, gas and sulfur which can be removed from beneath the Property without any right whatsoever of ingress or egress to or from the surface of the Property for the purpose of exploring, developing, drilling or mining of the same.

(2) Pursuant to the Petition, the court appointed three disinterested real property owners of Hidalgo County, Texas, as Special Commissioners, who subsequently met, took their oaths of office, set a date of hearing before such Special Commissioners, and caused notice thereof to be duly served as prescribed by law, and that the Special Commissioners duly held the hearing.

(3) Upon the hearing all parties appeared, either in person or by their attorneys, or declined to appear after having been properly served, and that after the hearing, the Special Commissioners made and rendered their decision and award in writing and filed the *Special Commissioners' Award* with the judge of this Court on December 16, 2020.

(4) By the written *Special Commissioners' Award*, the Special Commissioners awarded to defendants the sum of **16,057.16**

(5) United Irrigation District duly and timely filed an objection and exception to the *Special Commissioners Award* and caused all parties to be cited accordingly.

### III.

Whereas Plaintiffs and Defendants have agreed and reached a compromise agreement that the sum of **\$40,000** is the sum to which Defendants are entitled by virtue of the condemnation of the Property on the date the Property was condemned, and for damages, if any, to the remainder of the defendants' lands lying adjacent to the Property condemned. Upon due consideration, the Court finds and determines the following:

(1) All proceedings necessary to vest this Court with jurisdiction of the parties and the subject matter of this cause have been instituted, maintained, and complied with as required by law; therefore, this Court has jurisdiction of the parties hereto and of the subject matter set forth in this case.

(2) Belen and Cesar Briseno are the owners in fee simple title of the Property. Plaintiffs are condemning and acquiring the fee simple title in and to the Property under and by virtue of these condemnation proceedings. Plaintiffs are authorized to condemn the Property.

(3) From the pleadings, evidence and the agreement of the parties, Defendants should have and recover from Plaintiffs the sum of **\$40,000** inclusive of pre-judgment interest.

(4) Plaintiffs should have and recover from Defendants as more specifically set forth in Plaintiffs' Petition, fee simple title in and to the Property.

(5) Plaintiffs did on April 16, 2021, deposit into the Registry of this Court the sum of **\$16,057.16** for the use and benefit of defendants. The parties agree that Plaintiffs shall receive a credit of **\$16,057.16** for the amount paid into the registry of the Court. After applying the above credit, there remains a balance of **\$23,942.84** due and payable by the Plaintiffs to Defendants.

(6) Plaintiffs hereby disclose that Defendants, or Defendants' heirs, successors, or assigns may be entitled to repurchase from Plaintiffs the Property, described in Exhibit A attached hereto, according to the terms of Chapter 21, Subchapter E of the Texas Property Code, and that the repurchase price is the price paid to Defendants at the time Plaintiffs acquired the Property through eminent domain.

(7) All costs of Court incurred herein should be taxed against the party incurring said costs, which costs shall be paid only to the County Clerk of Hidalgo County, Texas.

IV.

It is therefore ORDERED, ADJUDGED and DECREED that Plaintiffs have and recover of and from Defendants fee simple title in and to the Property situated in Hidalgo County, Texas. Defendants have, and are entitled to, a judgment from Plaintiffs in the sum of **\$40,000** for the interests in the Property herein condemned and for damages, if any, to Defendants' remaining lands.

V.

It is further ORDERED, ADJUDGED, and DECREED that Defendant United Irrigation District has disclaimed its interests and shall take nothing from this Judgment.

VI.

It is further ORDERED, ADJUDGED and DECREED that the fee simple title to the Property is hereby decreed to and vested in Plaintiffs; however, there is excluded from said estate vested in Plaintiffs all the oil, gas and sulfur which can be removed from the Property. The owners of such oil, gas and sulfur shall not have any right of ingress to or egress from the surface of the Property for the purpose of exploring, drilling, developing or mining of the same, and, as above-stated, access will be permitted only as specified in Exhibit A.

It is further ORDERED, ADJUDGED and DECREED by the Court that Defendants do have and recover from Plaintiffs, and Plaintiffs are hereby directed to pay, the unpaid balance of **\$23,942.84** for the Property described in Exhibit A as full compensation for the condemnation of the Property, together with interest on the unpaid balance at the statutory rate per annum from the date of this judgment until paid; provided however, that no post-judgment interest shall accrue in the event that Plaintiffs make such a payment within 30 days from the date this judgment is entered. Post-judgment interest will begin accruing on the 31<sup>st</sup> day from the date this judgment is entered if Plaintiffs fail to pay the unpaid balance.

VII.

It is further ORDERED, ADJUDGED and DECREED that upon payment by Plaintiffs to Defendants the said **\$40,000**, Plaintiffs shall stand RELEASED and DISCHARGED of their constitutional obligation to pay adequate compensation for the acquisition for public use of the Property described in Exhibit A.

VIII.

It is further ORDERED, ADJUDGED and DECREED that all costs of Court are hereby adjudged against the party incurring said costs, which costs shall be paid only to the County Clerk of Hidalgo County, Texas.

IX.

It is, finally, ORDERED, ADJUDGED, and DECREED that this judgment finally disposes of all parties and all claims raised in this cause and that all relief not granted herein is denied. All non-appearing defendants shall take nothing.

SIGNED this \_\_\_\_ day of \_\_\_\_\_, 2023.

---

JUDGE PRESIDING

**Agreed:**

**PEREZ LAW FIRM, P.L.L.C.**

208 Lindberg Avenue  
McAllen, Texas 78501  
(956) 782-2700 – Office  
9956) 782-2703 – Fax  
e-mail: [erick@perezlegal.com](mailto:erick@perezlegal.com)

By: \_\_\_\_\_

**Erick G. Holguin**  
State Bar ID#24097844  
Attorney for Plaintiffs State of Texas  
and Hidalgo County, Texas

**OMAR OCHOA LAW FIRM**

121 N. 10<sup>th</sup> St.  
McAllen, Texas 78501  
Telephone: (956) 630-3266

---

**OMAR OCHOA**

State Bar No. 24079813  
[oochoa@omarochoalaw.com](mailto:oochoa@omarochoalaw.com)

***ATTORNEY FOR CESAR AND BELEN  
BRISENO***