

# L&G Engineering

Transportation Consultants

April 16, 2025

The Honorable David L. Fuentes  
Commissioner, Pct. 1  
Attn.: David Suarez, RPIC  
1902 Joe Stevens Avenue, Ste. 101  
Weslaco, Texas 78596

RE: County: Hidalgo  
Hwy.: Mile 1 East  
Limits: From: Business 83 To: Mile 8 North  
ROW CSJ No. 0921-02-524  
Parcel No.: 6 Part 1 & Part 2

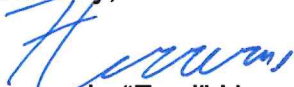
Dear Commissioner Fuentes:

Attached herewith is a counter-offer as submitted by Mark Twenhafel (Attorney Representative) of 6 Part 1 & Part 2 on March 10, 2025. L & G Engineering has reviewed the aforementioned and hereby recommends that counter-offer **be approved**. The property owner feels that their land and improvements are undervalued, but did not provide salient information. Also attached is the N-9, Administrative Settlement Evaluation and Approval Form.

L & G Engineering believes the counter offer is within an acceptable range of value. Therefore, we recommend that the counteroffer of \$23,611.00 **be approved**.

Please review these documents and if you have any questions or need more information, please contact me at (956) 585-1909.

Sincerely,

  
Fernando "Fred" Herrera  
Right of Way Administrator

Attachments: As noted.

cc: File



## HIDALGO COUNTY ADMINISTRATIVE EVALUATION AND APPROVAL FORM

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**ROW CSJ:** 0921-02-524

**County:** Hidalgo

**Highway:** Mile 1 EAST

**Project Limits:** From: Business 83 To: Mile 8 North

**Parcel No.:** 6 Part 1 & Part 2

**Owner's Name:** Mildred R. Twenhafel & Mark A.  
Twenhafel & Sally K. Tankersley  
Avalos

**Approved Offer:** \$22,275.00

**Date Offer Sent:** 2/21/2025

**Owner's Counteroffer:** \$23,611.00

**Date Counteroffer Received:** 3/10/2025

**Factors considered in evaluation:**

1. Valuation Issues

- a.  Reconciliation of all available appraisals, including Owner's.
- b.  Other: Property owner feels that his property was under valued.

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 \$25,000.00
- b.  Approximate additional cost to litigate through jury trial \$40,000.00
- c.  Other: \_\_\_\_\_

4. Timing Issues

- a.  Maintain project schedule: Yes  
Possession of this property is needed by: 5/2025  
Projected possession date, if settled is: 5/2025  
Projected possession date, if condemned is: 10/2025  
Letting date: 9/2027
- 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 \_\_\_\_\_

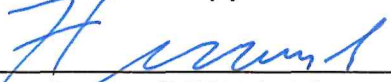
**Analysis and Conclusion:**

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

Parcel 6 Pat 1 & Part 2 is a partial acquisition being a 0.1136 of one acre (4,950.1980 square feet) situated in the City of Mercedes, Hidalgo County, Texas, being out of Lot 1, Block 66, Capihallo District Subdivision, according to the plat thereof recorded in Volume "P", Page 227, Hidalgo County Deed Records. On February 21, 2025 Acquisition Provider, L & G Engineering, mailed an initial offer letter package in the amount of \$22,275.00 to the property owner's. On March 3, 2025 I contact the property owner to discuss the initial offer. Mr. Twenhafel (Attorney Rep.) will be handling his families negotiation affairs. Mr. Twenhafel was polite and professional and willing to work with us. Mr. Twenhafel stated that proposed \$2.65 a sq.ft. does not exceed nor is at the highest end of the appraisals range of \$2.70. The Attorney goes on the to say the tract is burden with a cash farm lease (Leggett land & Cattle Co.) The Attorney also wants it to be known: their counteroffer does not assume any responsibility for any damages or loss of the tenants crops. The property owner also included in his email, a counteroffer dated 3/26/2025 in the amount of \$23,611.00. After discussion and review by the evaluation team, it is the recommendation that the administrative settlement be approved. The difference between the approve value versus the property owner's counter offer is (a difference of \$1,336.00). The property owner did not provide salient information in the counter offer and the proposed consideration is a reasonable range for approval. Furthermore, accepting the counter offer would result in a cost savings to the County. We are recommending the property owners counter offer be approved and not pursue the acquisition by using the power of eminent domain.

This administrative settlement of \$ 23,611.00  is /  is not recommended for approval as being reasonable, justified, prudent and in the public interest.

**RECOMMENDATION(S):**

  
\_\_\_\_\_  
Project Engineer/ROW Administrator

4/16/25  
\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

**COUNTY APPROVAL:**

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

\_\_\_\_\_  
Date

**TABULATION OF VALUES**

Parcel 6, Parts 1 & 2 Update      Highway: Mile 1 Road East      ROW CSJ: 0921-02-524

Taking Type: Partial      District: PHR

Size of Remainder: 20.961 Acres      County: Hidalgo

Type of Property: Res-SFR

Contract Fencing: N/A

Appraised by: Leonel Garza III

Effective Date of Appraisal Report: May 14, 2024

Date Appraised Report Signed: December 4, 2024

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
State of Texas	80%	ROW Acquisition Expenses
Hidalgo County, Precinct No. 1	20%	ROW Acquisition Expenses

Interest Owner	Acquisition Interest	Land Area	Value	Lease (Y/N)
Sally K. Tankersley and Mark A. Twenhafel	Fee Simple	8,910.3564 sf. Parts 1 & 2	\$22,275.00	No
	Existing ROW		0.00	No

**I. Appraised Values**

Land Value	Improvement Value	Sign Value	Damages/Enhancements	Total Value
\$22,275.00	\$0.00	\$0.00	\$0.00	\$22,275.00

**II. Improvements**

Item No.	Improvement Type	Type Construction	Improvement Value	Retention Value	Bisection Category



**TABULATION OF VALUES (continued)**

Parcel 6, Parts 1 & 2 Update

Highway: Mile 1 Road East

ROW CSJ: 0921-02-524

**III. Damages and Enhancements**

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

**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:	11/13/2024 Updated Report	8/14/2024 Original Report		Recommended Value
Appraiser's Name:	Leonel Garza III.	Leonel Garza III.		
Value of Whole Property	239,085.00	239,085.00		239,085.00
Parcel Area: 8,910 SF. Net				
<b>VALUE FOR PARCEL</b>				
Land: per. SF.\$2.50	\$22,275.00	\$22,275.00		\$22,275.00
Easement	\$0.00	\$0.00		\$0.00
Improvements	\$0.00	\$0.00		\$0.00
Net Damages or (Enhancements)	\$0.00	\$0.00		\$0.00
OAS Value(s)	\$0.00	\$0.00		\$0.00
<b>TOTAL COMPENSATION</b>	<b>\$22,275.00</b>	<b>\$22,275.00</b>		<b>\$22,275.00</b>

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

**TABULATION OF VALUES (continued)**

Parcel: 6, Parts 1 & 2 Update

Highway: Mile 1 Road East

ROW CSJ: 0921-02-254

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

**Appraiser: Leonel Garza III**

**Effective Date of Updated Report: November 13, 2024**

**Updated Report Dated: December 4, 2024**

**Review Appraiser: Harvey L. Heerssen**

**Effective Date of Updated Review: December 6, 2024**

**Parcel 6, Parts 1 & 2 has been updated to reflect current market value. The total updated value of \$22,275 remains unchanged from the original value of 8/14/2024.**

Parcel 6 are partial takings of Part 1-0.227 acres (9,900.396 sf.) and -Part 2-0.182 acres (7,920.317 sf.) parcels of land situated in the City of Mercedes, Hidalgo County, Texas and being out of Lot 1, Block 66, Capisallo District Subdivision, according to the plat thereof recorded in Volume "P," Page 227, Hidalgo County Deed Records, which said 0.182 acre tract is out of a certain tract conveyed to Sally K. Tandersley and Mark A. Twenhafel by virtue of a Gift Deed recorded under Document Number 2366562 Hidalgo County Official Records, Hidalgo County, Texas.

The whole property is a vacant tract of land on the West Side of Mile 1 East Road between IH -2 and US Business Highway 83, Mercedes, Texas. There is 8,910 square feet of land that is within the existing right of way of Mile 1 Road and has no value.

Three (3) comparable land sales support the whole property value of \$2.50 per sf. The part taken is properly valued as a pro-rata part of the whole unit value. There are no market damage to the remainder land.

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 the total value of \$22,275 be approved for negotiations and acquisition.**

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

Retentions are not applicable as subject parcels are vacant land.

**TABULATION OF VALUES (continued)**

Parcel 6, Parts 1 & 2 Update

Highway: Mile 1 Road East

ROW CSJ: 0921-02-254

**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

*[Signature]*  
\_\_\_\_\_  
Contract Reviewing Appraiser (if applicable)

\_\_\_\_\_  
12/11/2024  
\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

**X. Approval of Values**

*[Signature]* \_\_\_\_\_  
County/City Representative

*[Signature]* \_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

APPROVED BY  
COMMISSIONERS COURT  
ON: *[Signature]*

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

Address of Property: West side of Mile 1 between I-2 and US Business Highway 83, Mercedes, Texas  
 District: Pharr  
 Property Owner: Sally K Tankersley and Mark A Twenhafel  
 Parcel: 6  
 Address of Property Owner: PO Box 3766, McAllen, Texas 78502  
 ROW CSJ: 0921-02-524  
 Occupant's Name: Vacant  
 Federal Project No: N/A  
 Whole:  Partial:  Acquisition  
 Highway: Mile 1 East  
 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 \$22,275 as of November 13, 2024, based upon my independent appraisal and the exercise of my professional judgment;

That on May 14, 2024 and November 13, 2024, I personally inspected in the field the property herein appraised; that I afforded Sally K Tankersley and Mark A Twenhafel, 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 July 11, 2024;

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 L&G Engineering, Hidalgo County, and 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 SB 18 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.
2. If so, is the denial of direct access material? 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.

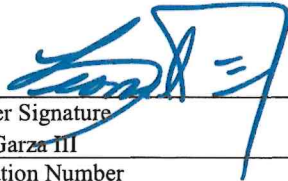
I certify to the best of my knowledge and belief:

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;

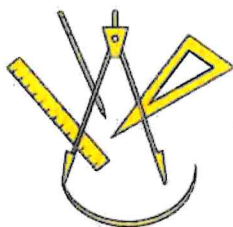
That my analysis, opinions and conclusions were developed, and this report has been prepared in conformity with the appropriate State laws, regulations, and policies and procedures applicable to the appraisal of right-of-way for such purposes, and that to the best of my knowledge no portion of the value 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.

  
 Appraiser Signature  
 Leonel Garza III  
 Certification Number  
 TX-1328375 G  
 Date: December 4, 2024

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

 12/11/2024  
 Reviewing Appraiser Date





# L&G Engineering

## Transportation Consultants

February 20, 2025

*Via Certified Mail, Return Receipt Requested*  
**No. 7022 2410 0001 7208 7746**

County: Hidalgo  
Federal Project No.: N/A  
Highway: Mile 1 East

ROW CSJ: 0921-02-524  
Parcel: 6 Part 1 & Part 2  
From: Business 83  
To: Mile 8 North

Mildred R. Twenhafel & Mark A. Twenhafel & Sally K Tankersley  
P.O. Box 3766  
McAllen, Texas 78502-3766

Dear Mrs. Mildred R. Twenhafel & Mark A Twenhafel & Sally K Tankersley;

In acquiring property for the highway system of Hidalgo County (the "County") 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 negotiator, Fernando Herrera Right of way Manager, a portion of your property located on Mile 1 East, 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 **\$22,27500** for your property, which includes **\$22,275.00** for the property to be purchased and **\$0.00** 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 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 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 to permit owners who convey voluntarily to the 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 County to acquire the real property by eminent domain.

Improvement

Amount to be Subtracted if Retained

If you wish to accept the offer based upon this appraisal, please contact Project Manager Robert Casarez or Fernando Herrera Right of Way Manager, 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 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 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 County'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.

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 Project Manager Robert Casarez or Fernando Herrera Right of Way Manager 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

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

## Robert Casarez

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**From:** Mark Twenhafel <mark@twenhafel-law.com>  
**Sent:** Friday, March 28, 2025 4:26 PM  
**To:** Robert Casarez  
**Subject:** Mile 1 Mercedes Widening Project: Parcels 4 and 6

Robert,

My nieces and I (Owners) agree on the compensation for the taking of Parcels 4 and 6.

Owners propose as follows:

Parcel 4 (east side of Mile 1): 34,563 square feet  
Owners' Proposal: \$79,495 (\$2.30 per square foot)

Parcel 6 (2 tracts on west side of Mile 1): 8,910 square feet  
Owners' Proposal: \$23,611 (\$2.65 per square foot)

Again, the caveat is that our current tenant farmer be allowed to finish his crop on both parcels.

Let me know if our Proposals as outlined above are acceptable.

Thanks.



**TWENHAFEL LAW** P.C.

MARK A. TWENHAFEL

*o:* 956.687.6225

*f:* 956.686.1276

5825 N. 10TH ST., SUITE E • McALLEN, TEXAS 78501

[mark@twenhafel-law.com](mailto:mark@twenhafel-law.com)

## Robert Casarez

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**From:** Mark Twenhafel <mark@twenhafel-law.com>  
**Sent:** Monday, March 10, 2025 8:56 AM  
**To:** Robert Casarez  
**Subject:** Mile 1 East Parcel 4, 6 (Parts 1, 2) - Appraisal Reports  
**Attachments:** LTR.2025.03.04.It.Ig.RepLtr.1.SIGNED.pdf; LTR.2025.03.04.ct.Ig.RepLtr.1.SIGNED.pdf

Robert,

Attached are representation letters from my nieces, Lauren and Caresse Tankersley. I am now the trustee of the Erwin Twenhafel Testamentary Trust.

On behalf of the Trust, my nieces and myself, we reply to the County's initial offer of \$ \$69,192.00 for Parcel 4, based on \$2.00 per square foot, with our counter of \$91,591.95, based on \$2.65 per square foot.

With respect to Parcel 6 (Parts 1 and 2), we reply to the County's initial offer of \$22,275.00, based on \$2.50 per square foot, with our counter of \$23,611.50, based on \$2.65 per square foot.

Our reasoning is as follows:

### Parcel 4

- Parcel 6 has been valued at \$2.50 per square foot (psf); Parcel 4 is approx 25' east of Parcel 6.
- No material differences separate the land characteristics of Parcels 4 and 6 (except that parts of Parcel 4 are nearer the Expressway than Parcel 6 and should have a higher value).
- If Parcel 6 is valued at \$2.50 by the County, the reasons why the parcel lying 25' east should be valued 50 cents less per square foot is difficult to understand.
- The appraiser's range of value for Parcel 4 is from \$1.95 to \$2.94 psq, so the County's offer at \$2.00 psq is at the low end of the range.
- What we are proposing is not above or even at the highest end of the appraiser's range, but closer to the middle and closer to the County's value for Parcel 6.
- The proposed \$2.65 also is in line with the fact that the north end of the Parcel (say, 600') is closer to the Expressway, which is more valuable property (highest and best use may even be in the retail/services sector rather than in residential).
  - The north footage of Parcel 4 is needed to have sufficient depth for expressway fronting retailers and should carry a higher value (although still within the appraiser's range).
  - Comparative values psq:
    - North 600' of Parcel 4: at high end of Appraiser's range: \$2.94 (or a total of \$35,280)
    - Remainder of the parcel: 20' X 1095 @ \$2.50 psq (or a total of \$54,750)
    - Total for entire length of Parcel 4: blended value of \$90,030

### Parcel 6

- Appraiser's range: \$2.15 - \$2.70 for Parcel 6 (parts 1 and 2).
- Because of proximity to expressway, the higher end of the range is appropriate.
- Proposed \$2.65 does not exceed nor is at the highest end of the Appraiser's range of \$2.70.

As I've mentioned to you, both tracts are burdened with a cash farm lease to our tenant, Leggett Land & Cattle Co. The current lease expires September 30, 2025. In the past, Mark Leggett has only grown 1 summer crop on the property.

Our counter-offers above assumes we are not responsible for any damage or loss of crop to our tenant.