

# L&G Engineering

Transportation Consultants

May 6, 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.: 7

Dear Commissioner Fuentes:

Attached herewith is a counter-offer as submitted by Adelaida Vega (Daughter/Power of Attorney) of Parcel 7 on May 2, 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 \$15,553.00 **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.:** 7

**Owner's Name:** Juanita Rodriguez  
Avalos

**Approved Offer:** \$12,553.00

**Date Offer Sent:** 3/6/2025

**Owner's Counteroffer:** \$15,553.00

**Date Counteroffer Received:** 5/2/2025

### Factors considered in evaluation:

1. Valuation Issues

- a.  Reconciliation of all available appraisals, including Owner's.
- b.  Other: Property owner stated improvement was missed. (private security light pole)

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: 6/2025  
Projected possession date, if settled is: 6/2025  
Projected possession date, if condemned is: 11/2025  
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 7 is a partial acquisition being a 0.0275 of one acre (1,200.0480 sq. ft.) situated in the City of Mercedes, Hidalgo County, Texas, 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. On March 6, 2025 Acquisition Provider, L & G Engineering, mailed an initial offer letter package in the amount of \$12,553.00 to Aldofo Vega and wife, Consuelo Vega. (property owners), via certified mail. Ms. Adelaida Vega (daughter/power of attorney) called to discuss the initial offer and other items (private security light post). Ms. Vega does not accept the initial offer because the appraiser missed the improvement. I have met Ms. Vega on the proposed ROW and she is very concerned, without the lighting it will become a safety issue. The property owner provided a counter offer of \$15,553.00. 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 \$3,000.00). 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 \$ 15,553.00  is /  is not recommended for approval as being reasonable, justified, prudent and in the public interest.

**RECOMMENDATION(S):**

  
Project Engineer/ROW Administrator

5/6/25  
Date

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

\_\_\_\_\_  
Date

**COUNTY APPROVAL:**

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

\_\_\_\_\_  
Date

## Robert Casarez

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**From:** Adelaida Vega <avega@weslacotx.gov>  
**Sent:** Friday, May 2, 2025 1:29 PM  
**To:** Robert Casarez  
**Subject:** counter offer Parcel ID 7  
**Attachments:** Power of Attorney.pdf

You don't often get email from avega@weslacotx.gov. [Learn why this is important](#)

Hello!

Please let this serve as counteroffer to the compensation regarding acquisition of property for parcel ID 7, Adolphe and Consuelo Vega, 8325 Mile One East, Mercedes, Texas. We have a security light that has been active on our property for the past 20 plus years. The area is very dark and for safety and security reasons, the pole was installed. Our counteroffer is \$15,553 to compensate for the inconvenience it will cause when the pole will become inactive and for relocation and reconnection. I have attached my power of attorney. My father Adolpho Vega passed since 2013.

Please reach out to me at [aidavega1962@yahoo.com](mailto:aidavega1962@yahoo.com) or my cell 956-463-8568 if anything else may be needed.

Please confirm receipt of.

Regards  
Aida Vega

STATUTORY DURABLE POWER OF ATTORNEY

NOTICE: THE POWERS GRANTED BY THIS DOCUMENT ARE BROAD AND SWEEPING. THEY ARE EXPLAINED IN THE DURABLE POWER OF ATTORNEY ACT, SUBTITLE P, TITLE 2, ESTATES CODE. IF YOU HAVE ANY QUESTIONS ABOUT THESE POWERS, OBTAIN COMPETENT LEGAL ADVICE. THIS DOCUMENT DOES NOT AUTHORIZE ANYONE TO MAKE MEDICAL AND OTHER HEALTH-CARE DECISIONS FOR YOU. YOU MAY REVOKE THIS POWER OF ATTORNEY IF YOU LATER WISH TO DO SO. IF YOU WANT YOUR AGENT TO HAVE THE AUTHORITY TO SIGN HOME EQUITY LOAN DOCUMENTS ON YOUR BEHALF, THIS POWER OF ATTORNEY MUST BE SIGNED BY YOU AT THE OFFICE OF THE LENDER, AN ATTORNEY AT LAW, OR A TITLE COMPANY.

You should select someone you trust to serve as your agent. Unless you specify otherwise, generally the agent's authority will continue until:

- (1) you die or revoke the power of attorney;
- (2) your agent resigns, is removed by court order, or is unable to act for you; or
- (3) a guardian is appointed for your estate.

I, CONSUELO VEGA, aka CONSUELO A. VEGA, 8325 Mile One East, Mercedes, Texas 78570, appoint ADELAIDA VEGA, 1211 East 8th Street, Mercedes, Texas 78570, as my agent to act for me in any lawful way with respect to all of the following powers that I have initialed below. (YOU MAY APPOINT CO-AGENTS. UNLESS YOU PROVIDE OTHERWISE, CO-AGENTS MAY ACT INDEPENDENTLY.)

TO GRANT ALL OF THE FOLLOWING POWERS, INITIAL THE LINE IN FRONT OF (O) AND IGNORE THE LINES IN FRONT OF THE OTHER POWERS LISTED IN (A) THROUGH (N).

TO GRANT A POWER, YOU MUST INITIAL THE LINE IN FRONT OF THE POWER YOU ARE GRANTING.

TO WITHHOLD A POWER, DO NOT INITIAL THE LINE IN FRONT OF THE POWER. YOU MAY, BUT DO NOT NEED TO, CROSS OUT EACH POWER WITHHELD.

- \_\_\_\_(A) Real property transactions.
- \_\_\_\_(B) Tangible personal property transactions.
- \_\_\_\_(C) Stock and bond transactions.
- \_\_\_\_(D) Banking and other financial institution transactions.
- \_\_\_\_(E) Business operating transactions.
- \_\_\_\_(G) Insurance and annuity transactions.
- \_\_\_\_(H) Estate, trust, and other beneficiary transactions.

- (I) Claims and litigation.
- (J) Personal and family maintenance.
- (K) Benefits from social security, Medicare, Medicaid, or other government programs or civil or military service.
- (L) Retirement plan transactions.
- (M) Tax matters.
- (N) Digital assets and the content of an electronic communication.
- (O) ALL OF THE POWERS LISTED IN (A) THROUGH (N). YOU DO NOT HAVE TO INITIAL THE LINE IN FRONT OF ANY OTHER POWER IF YOU INITIAL LINE O.

ON THE FOLLOWING LINES YOU MAY GIVE SPECIAL INSTRUCTIONS LIMITING OR EXTENDING THE POWERS GRANTED TO YOUR AGENT.

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UNLESS YOU DIRECT OTHERWISE ABOVE, THIS POWER OF ATTORNEY IS EFFECTIVE IMMEDIATELY AND WILL CONTINUE UNTIL IT IS REVOKED.

CHOOSE ONE OF THE FOLLOWING ALTERNATIVES BY CROSSING OUT THE ALTERNATIVE NOT CHOSEN:

- (A) This power of attorney is not affected by my subsequent disability or incapacity.
- (B) This power of attorney becomes effective upon my disability or incapacity.

YOU SHOULD CHOOSE ALTERNATIVE (A) IF THIS POWER OF ATTORNEY IS TO BECOME EFFECTIVE ON THE DATE IT IS EXECUTED.

IF NEITHER (A) NOR (B) IS CROSSED OUT, IT WILL BE ASSUMED THAT YOU CHOSE ALTERNATIVE (A).

If Alternative (B) is chosen and a definition of my disability or incapacity is not contained in this power of attorney, I shall be considered disabled or incapacitated for purposes of this power of attorney if a physician certifies in writing at a date later than the date this power of attorney is executed that, based on the physician's medical examination of me, I am mentally incapable of managing my financial affairs. I authorize the physician who examines me for this purpose to disclose my physical or mental condition to another person for purposes of this power of attorney. A third party who accepts this power of attorney is fully protected from any action taken under this power of attorney that is based on the determination made by a physician of my disability or incapacity.

I agree that any third party who receives a copy of this document may act under it. Termination of this durable power of attorney is not effective as to a third party until the third party has actual knowledge of the termination. I agree to indemnify the third party for any claims that arise against the third party because of reliance on this power of attorney. The meaning and effect of this durable power of attorney is determined by Texas law.

If any agent named by me dies, becomes incapacitated, resigns, or refuses to act, or is removed by court order, or if my marriage to an agent named by me is dissolved by a court decree of divorce or annulment or is declared void by a court (unless I provided in this document that the dissolution or declaration does not terminate the agent's authority to act under this power of attorney), I name the following (each to act alone and successively, in the order named) as successor(s) to that agent: BRIAN JOSEPH VEGA, 1211 East 8th Street, Mercedes, Texas 78570.

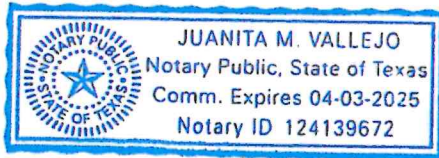
SIGNED THIS 22<sup>nd</sup> DAY OF July, 2023.

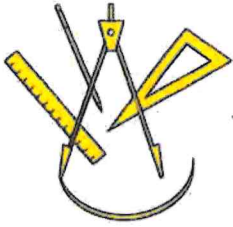
CONSUELO VEGA  
CONSUELO VEGA

STATE OF TEXAS  
COUNTY OF HIDALGO

This document was acknowledged before me on the 22<sup>nd</sup> day of July 2023 by  
CONSUELO VEGA.

Juanita M. Vallejo  
Notary Public, State of Texas  
Printed name: Juanita M. Vallejo  
My Commission Expires 4/03/25





# L&G Engineering

Transportation Consultants

March 4, 2025

Via Certified Mail, Return Receipt Requested  
No. **7022 2410 0001 7208 7098**

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

ROW CSJ: 0921-02-524  
Parcel: 7  
From: Business 83  
To: Mile 8 North

Adolpho Vega and Consuelo Vega  
8325 Mile 1 East  
Mercedes, Texas 78570-4499

Dear Mr. Adolpho Vega and Consuelo Vega:

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 **\$12,553.00** for your property, which includes **\$12,553.00** 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.

<u>Improvement</u>	<u>Amount to be Subtracted if Retained</u>
A. Pavement – Asphalt	\$1.00
B. Landscaping – Trees – 6 EA. & Bushes – 14 EA.	\$1.00

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.

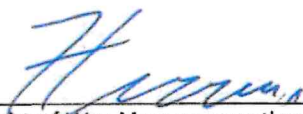
You have the right to discuss with others any offer or agreement regarding the County's acquisition of the subject property, or you may (but are not required to) keep the offer or agreement confidential from others, subject to the provisions of Chapter 552, Government Code (the Public Records Act) as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

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

Address of Property: 8325 Mile 1 East, Mercedes, Texas  
 Property Owner: Adolpho Vega and Consuelo Vega  
 Address of Property Owner: 8325 Mile 1 East, Mercedes, Texas  
 Occupant's Name: Adolpho Vega and Consuelo Vega  
 Whole:  Partial:  Acquisition

District: Pharr  
 Parcel: 7  
 ROW CSJ: 0921-02-524  
 Federal Project No: N/A  
 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 \$12,553 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 Adolpho Vega and Consuelo Vega, 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 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
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

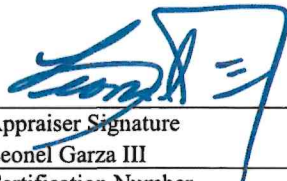
I certify to the best of my knowledge and belief:


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: January 15, 2025

To the best of my knowledge, the value does not include any items which are not compensable under State law.	
	1/20/2025
Reviewing Appraiser	Date



**TABULATION OF VALUES**

Parcel 7 Highway: **Mile 1 Road East** ROW CSJ: **0921-02-524**

Taking Type: Partial District: PHR

Size of Remainder: 0.1519 Acres County: Hidalgo

Type of Property: Res-SFR

Contract Fencing: N/A

Appraised by: Leonel Garza III

Effective Date of Appraisal Report: November 13, 2024

Date Appraised Report Signed: January 15, 2025

Access will be x 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)
Adolpho Vega and Consuelo Vega	Fee Simple	0.0275 Ac./ 1,200.0480 sf.	\$3,600.00	No

**I. Appraised Values**

Land Value	Improvement Value	Sign Value	Damages/Enhancements	Total Value
\$3,600.00	\$8,953.00	\$0.00	\$0.00	\$12,553.00

**II. Improvements**

Item No.	Improvement Type	Type Construction	Improvement Value	Retention Value	Bisection Category
A.	Pavement	Asphalt-216 SF.	\$1,053.00	\$1.00	N/A
B.	Landscaping	Trees- 6 EA. & Bushes -14 EA.	7,900.00	1.00	N/A

<b>Item No.</b>	<b>Improvement Type</b>	<b>Type Construction</b>	<b>Improvement Value</b>	<b>Retention Value</b>	<b>Bisection Category</b>
		Total	\$8,953.00	\$2.00	

**TABULATION OF VALUES (continued)**

Parcel 7

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 Effective Date			Recommended Value
Appraiser's Name:	Leonel Garza III.			
Value of Whole Property	\$174,230.00			\$174,230.00
Parcel Area: `1,200.0480				
<b>VALUE FOR PARCEL</b>				
Land: per. SF.\$3.00	\$3,600.00			\$3,600.00
Easement	\$0.00			\$0.00
Improvements	\$8,953.00			\$8,953.00
Net Damages or (Enhancements)	\$0.00			\$0.00
OAS Value(s)	\$0.00			\$0.00
<b>TOTAL COMPENSATION</b>	\$12,553.00			\$12,553.00

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

**TABULATION OF VALUES (continued)**

Parcel: 7

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 Report: November 13, 2024**  
**Report Dated: January 15, 2025**  
**Review Appraiser: Harvey L. Heerssen**  
**Effective Date of Review: January 20, 2025**

Parcel 7 is a partial taking of 0.0275 acres (1,200.4480 sf.) parcel 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 0.0275 acre tract is out of a certain tract conveyed to Adolpho Vega and wife Consuelo Vega by virtue of a Warranty Deed recorded in Volume 1539, Page 772, Hidalgo County Deed Records, Hidalgo County, Texas.

The whole property is an improved tract of land that includes a single-family residence on the West Side of Mile 1 East Road and addressed as 8325 Mile 1 East Road, Mercedes, Texas. The residence is not impacted by the proposed acquisition.

Three (3) comparable land sales support the while property value of \$3.00per 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 \$12,553 be approved for negotiations and acquisition.**

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

Retentions of \$1.00 have been applied to each site improvement within the proposed acquisition to encourage retention and acquisition.

**TABULATION OF VALUES (continued)**

Parcel 7

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

*John L. Johnson*  
\_\_\_\_\_  
Contract Reviewing Appraiser (if applicable)

\_\_\_\_\_  
1/20/2025

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

**X. Approval of Values**

*Kevin B...*  
\_\_\_\_\_  
County/City Representative

*2/24/25*  
\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

APPROVED BY  
COMMISSIONERS COURT  
ON: *6/11/24* *BAS*