

L&G Engineering

Transportation Consultants

February 19, 2026

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 6 West
Limits: From: Mile 14.5 to Mile 11
ROW CSJ No. 0921-02-355
Parcel No.: 128

Dear Commissioner Fuentes:

Attached herewith is a counter-offer as submitted by Adan Caballero(owner) of Parcel 128 on February 02, 2026. 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, and provided 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 \$35,162.00 **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

ROW CSJ: 0921-02-355

County: Hidalgo

Highway: Mile 6W

Project Limits: From SH 107 to Mile 14.5

Parcel No.: 128

Owner's Name: Adan Caballero

Approved Offer: \$,29,540.00

Date Offer Sent: 2/2/2026

Owner's Counteroffer: \$35,162.00

Date Counteroffer Received: 2/12/2026

Factors considered in evaluation:

1. Valuation Issues

- a. Reconciliation of all available appraisals, including Owner's.
- b. Other: None

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 \$15,000.00
- b. Approximate additional cost to litigate through jury trial \$20,000.00
- c. Other: _____

4. Timing Issues

- a. Maintain project schedule: 3/26
Possession of this property is needed by: 3/26
Projected possession date, if settled is: 3/26
Projected possession date, if condemned is: 5/26
Letting date: 11/26
- 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 _____

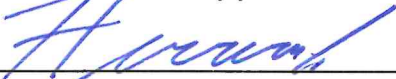
Analysis and Conclusion:

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

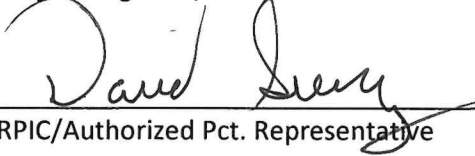
Parcel 128 is a partial acquisition containing 0.152 of an acre (6,631 sq. ft.) parcel of land situated in Hidalgo County, Texas and also being part or portion of lots 1 and 2, PASTOR ESTATES SUBDIVISION , according to the plat or map thereof recoded in Volume 41, Pages 65, of the Map Records of Hidalgo County (M.R.H.C.). On February 2, 2026, Acquisition Provider (L&G) mailed an offer of \$29,540.00 to purchase the property of Adan Caballero . L & G ROW Agent Rolando Gonzalez and Ramiro Cantu went and visited the property owner on site on February 10, 2026 to discuss the offer and answer any questions they might have. Ramiro cantu explained the offer letter and its contents . Mr. Caballero was not satisfied with the offer and wanted to submit a counteroffer. On February 11, 2026, the property owner submitted a counter offer in the amount of \$35,162.00. In the counteroffer Mr. Caballero states that the land was appraised on a per acre rate and should be taxed as commercial. The Hidalgo County Appraisal district is taxing him as commercial property and should reflect that on the appraisal. Mr. Caballero also states that his trees where mature trees and the value on the appraisal was not sufficient. Based on the information provided within the the counter offer and discussion by the acquisition team it is recommended that the Administrative Settlement be approved. The difference between the aproved value versus the property owner's counter offer is a difference of (\$5,622.00) does not warrant the risk and added expenses associated with standard eminent domain proceedings. Accepting said counter offer will help avoid project time delays, and associated condemnation proceedings, thus resulting in a cost saving to the county.

This administrative settlement of \$ 35,162.00 is / is not recommended for approval as being reasonable, justified, prudent and in the public interest.

RECOMMENDATION(S):


Project Engineer/ROW Administrator

2/19/26
Date


RPIC/Authorized Pct. Representative

3/30/26
Date

COUNTY APPROVAL:

County Judge

Date



REAL ESTATE APPRAISAL REPORT - TEXAS DEPARTMENT OF TRANSPORTATION

Address of Property: 7209 N Mile 6 W, Weslaco, Texas
Property Owner: Adan Caballero
Address of Property Owner: 7209 N Westgate Dr, Weslaco, Texas
78596

District: Pharr
Parcel: 128
ROW CSJ: 0921-02-355

Occupant's Name: Adan Villarreal
Whole: Partial: Acquisition

Federal Project No: N/A
Highway: Mile 6 West Road Phase III 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 \$29,540 as of July 29, 2025, based upon my independent appraisal and the exercise of my professional judgment;

That on July 29, 2025, I personally inspected in the field the property herein appraised; that I afforded Adan Caballero, 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 29, 2025;

That I have not revealed and will not reveal the findings and results of such appraisal to anyone other than the proper officials of L&G Engineering Transportation Consultants Inc., Hidalgo County Precinct No. 1 and or 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 82nd 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

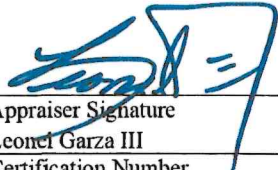
I certify to the best of my knowledge and belief:

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: July 31, 2025

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


Reviewing Appraiser
8/7/2025

Date



TABULATION OF VALUES

Parcel: **128** Highway: **Mile 6 West Road-Phase II** ROW CSJ: **0921-02-355**
 Taking Type: Partial District: PHR
 Size of Remainder: 8.148 Acres County: Hidalgo
 Type of Property: Res-SFR
 Contract Fencing: N/A
 Appraised by: Leonel Garza III
 Effective Date of Appraisal Report 7/29/2025
 Date Appraised Report Signed: 7/31/2025
 Access will be provided or denied to the new facility. If access will be partially provided or denied, explain in the 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)
Adan Caballero	Fee Simple	0.152 Ac/ 6,631 sf	\$9,120.00	No

I. Appraised Values

Land Value	Improvement Value	Sign Value	Damages/Enhancements	Total Value
#9,120.00	\$16,556.00	\$0.00	\$3,864.00	\$29,540.00

II. Improvements

Item No.	Improvement Type	Type Construction	Improvement Value	Retention Value	Bisection Category
A.	Pavement	Asphalt-2,325 sf.	\$7,556.00	\$1.00	N/A
B.	Landscaping	Trees -9 EA.	9,000.00	1.00	N/A

Item No.	Improvement Type	Type Construction	Improvement Value	Retention Value	Bisection Category
		Total	\$16,556.00	\$2.00	

TABULATION OF VALUES (continued)

Parcel: 128

Highway: Mile 6 West Road-Phase II ROW CSJ: 0921-02-355

III. Damages and Enhancements

Total Non-Exempt Damages	Enhancements	Exempt Damages	Net Damages
\$0.00	\$0.00	\$3,864.00	\$3,864.00

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
Total			\$0.00	\$0.00	

V. Recapitulation

Date:	7/29/2025			Recommended Value
Appraiser's Name:	Leonel Garza III.			
Value of Whole Property	\$984,693.00			\$984,693.00
Parcel Area: 0.152 Acres				
VALUE FOR PARCEL				
Land: per ac. \$60,000	\$9,120.00			\$9,120.00
Easement	\$0.00			\$0.00
Improvements	\$16,556.00			\$16,556.00
Net Damages or (Enhancements)	\$3,864.00			\$3,864.00
OAS Value(s)	\$0.00			\$0.00
TOTAL COMPENSATION	\$29,540.00			\$29,540.00

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

TABULATION OF VALUES (continue

Parcel: **128**

Highway: **Mile 6 West Road-Phase II** ROW CSJ: **0921-02-355**

VI. Comments and Conclusions on Values in the Appraisal Report

Appraiser: Leonel Garza III
Effective Date of Report: July 29, 2025
Report Dated: July 31, 2025
Review Appraiser: Harvey L. Heerssen
Effective Date of Review: August 5, 2025

Parcel 123 is a partial taking of 0.152 acres (6,631 sf.) parcel of land situated in Hidalgo County, Texas and also being a part or a portion of Lots 1 and 2, Pastor Estates Subdivision according to the plat or map thereof recorded in Volume 41, Page 65, of the Map Records of Hidalgo County, according to a deed dated March 5, 2003 from Jose Villarreal and wife, Venica Villarreal to Adan Caballero and recorded in Document Number 1177754, of the Official Records of Hidalgo County, Texas.

The whole property is located on the east side of Mile 6 West Road, and is addressed at 7209 North Mile 6 West Road, Weslaco, Texas. The whole tract is improved with a bar/commercial building and a single-family residence that are not impacted by the proposed acquisition.

The appraiser has selected three (3) vacant sales to value the whole property at \$60,000 per acre. The part taken is properly valued as a pro-rata part of the whole value. There are no market damage to the remainder land. Cost to cure is calculated to for the asphalt pavement that was depreciated within the acquisition to replace this item on the remainder to retain the same utility. Cost to cure is also allowed for restoring the parking area.

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 \$29,540 be approved for negotiations and acquisition.

VII. Justification and Explanation for Credit if Retained.

A retention of \$1.00 is applied to the pavement and landscaping to encourage retention and removal.

TABULATION OF VALUES (continued)

Parcel: 128

Highway: Mile 6 West Road-Phase II ROW CSJ: 0921-02-355

VIII. Conditions

Values for signs, if any, are applicable only if sign owner has compensable interest.
Fencing is applicable only to actual cost or lump sum fencing on 90-10 Right of Way projects and State cost participation in fences to be in accordance with State's Right of Way Manual.
The values indicated hereon have been approved on the basis that all improvements within the taking will be acquired in the name of the State through negotiation.

IX. Reviewing Appraisers' Statements

Reviewing Appraiser's Statement

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

Reviewing Appraiser

Date



Contract Reviewing Appraiser (if applicable)

8/7/2025

Date

Division Reviewing Appraiser (if applicable)

Date

X. Approval of Values



County/City Representative

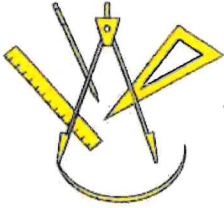
1/21/24

Date

ROW Staff Representative

Date

APPROVED BY
COMMISSIONERS COURT
ON: 5/3/22 BMS
AI-85899



L&G Engineering

Transportation Consultants

February 2, 2026

***Via Certified Mail, Return Receipt Requested
No. 9589 0710 5270 0706 0166 54***

County: Hidalgo
Federal Project No.: N/A
Highway: Mile 6 West

ROW CSJ: 0921-02-355
Parcel: 128
From: Mile 14.5
To: Mile 11 N.

Adan Caballero
7209 N Westgare Dr.
Weslaco, TX 78596

Dear Mr. Adan Caballero,

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 6 West, 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 **\$29,540.00** for your property, which includes **\$25,676.00** for the property to be purchased and **\$3,864.00** 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>Type</u>	<u>Amount to be Subtracted if Retained</u>
A. Pavement	Asphalt – 2.325 sf.	1.00
B. Landscaping	Trees – 9 EA.	1.00

If you wish to accept the offer based upon this appraisal, please contact Project Manager Robert "Bob" Garcia 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 "Bob" Garcia 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*")

Adan Caballero
7209 N. Westgate Dr.
Weslaco, Texas 78596

County of Hidalgo
Highway: Mile 6. W. Rd.
Parcel No. 128

RE: Offer Letter dated February 02, 2026
Attn: Rolando Gonzalez, L&G R.O.W. Agent

Dear Mr. Gonzalez,

In your letter dated 2-2-26, L&G Engineering is offering me \$29,540.00 for my land, improvements and damages to my remaining property. I have reviewed the enclosed appraisal report and have determined that my land and improvements are undervalued. I have noted these discrepancies in the following information:

- My land has been appraised on a per acre rate. There is a commercial building on my land remainder denoting that my land should be appraised on a per square foot rate. Furthermore, the Hidalgo County Appraisal District assesses my land as commercial and is taxing me accordingly. Converting the 0.152 Acs. within the proposed R.O.W. taking to the proper square footage, results in 6,621 SF. at a present market value of \$2.00 PSF. My land value should be \$13,242.00.
- There are nine (9) growing Ebony trees within the proposed R.O.W. Out of these nine trees, 3 are mature trees and the other 6 have a girth of approximately 6 to 8 inches. The 3 mature trees should have a value of no less than \$1,500.00 each and the other 6 as appraised at \$1,000.00 each. The total value of all 9 trees should be \$10,500.00.
- The Replacement Cost New of \$10,920.00 on Page 6.1 of the appraisal report for the Asphalt Pavement is acceptable as is plus the \$500.00 for striping for parking spaces. This total value is agreed at \$11,420.00 as is in the report.

In view of the above information and calculations, my total values and costs are as follows:

- Land-- \$13,242.00
- Trees-- \$10,500.00
- Asphalt Pavement-- \$10,920.00
- Striping-- \$500.00 +

Total= \$35,162.00

Pages 4.0 and 6.1 of the appraisal report are hereto attached for your ready reference.

As per all of the above, my counter offer is for the total amount of \$35,162.00 Please consider and approve my counter offer so we may proceed to the acquisition of Parcel No. 128.

Thank you very much.



Adan Caballero, Owner

2/12/26

PROPERTY VALUATION SUMMARY

Whole: Part to be Acquired: Remainder After:

HIGHEST AND BEST USE ANALYSIS:

The whole property has been determined to have the highest and best use for mixed-use. This determination shall be utilized for the pro-rata part of the whole property to be acquired.

VALUATION APPROACHES

Cost Approach \$25,676
 Sales Comparison Approach (Land Only) \$9,120
 Income Approach \$

Reconciliation of Approaches to Value:

Each approach to market value was reviewed to determine the most applicable approach for the part to be acquired. Based on the inspection of the acquisition area, the cost approach is the most applicable approach to value.

Contributory Value of Improvements	
Asphalt Pavement (2,325 SF x \$6.50 / SF @ 50% Depreciation)	\$ 7,556
(9) Trees (\$1,000 / Tree)	\$ 9,000
Total Contributory Value of Improvements	\$ 16,556

Land Value 0.152 Acres @ \$ 60,000 / Acre \$ 9,120
 Total Land Value \$ 9,120

 Reconciled Final Value \$ 25,676

COST TO CURE

In a right of way appraisal, a "Cost to Cure" analysis refers to the evaluation of the estimated cost required to mitigate or rectify any negative impacts caused by a public project or acquisition. The analysis determines the expenses associated with restoring or improving the remaining property to its pre-acquisition condition or maximizing its potential value.

The analysis aims to identify and quantify the adverse effects of the project or acquisition on the remaining property. The cost to cure analysis determines the potential remedies or improvements needed to offset these negative impacts.

In cases where the acquisition or project affects the functionality of the remaining property, the cost to cure analysis assesses the cost required to restore the property's optimal use.

The appraiser evaluates the estimated cost to cure the property's negative impacts and includes this cost as part of the overall valuation. This ensures that the property owner is adequately compensated for both the acquisition and any required restoration to the subject property in order to maintain a similar site and or functional use.

Cost To Cure Item	Unit	\$ Per Unit	Replacement Cost New	Depreciated Market Value	Cost To Cure
Asphalt Pavement	1680	\$ 6.50	\$ 10,920	\$ 7,556	\$ 3,364
Striping for Parking Spaces	4	\$ 125	\$ 500	\$ -	\$ 500
Total					\$ 3,864