

RECEIVED

JUN 05 2026

By: CC 11:17  
County Judge



112 E. Cano St., Edinburg, Texas 78539 | clfenterprise.com | (956) 433 - 2276

May 29, 2026

City: McAllen, Texas  
Federal Project No.: N/A  
ROW CSJ: 0921-02-512

Highway: Bentsen Road  
ROW Parcel ID: 41  
Limits: Mile 5 Road - Mile 3 Road

**Via Regular U.S. Mail and Certified Mail No. 9589 0710 5270 3818 9410 50**

Hidalgo County, Texas  
100 E. Cano St., FL 2  
Edinburg, Texas 78539

Greetings,

In acquiring property for the highway system of the City of McAllen, Texas (the "City"), the City 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 City's negotiator, Carlos Jasso, the City will acquire a portion of your property for the construction or improvement of the above-referenced highway project. The property is located in McAllen, Hidalgo County, Texas, as described in the enclosed legal description and survey (the "Property").

The City believes at this stage of the purchase process it is mutually beneficial to confirm that, based on an appraisal, the City is authorized to offer you \$8,615.00 for the Property, which includes \$8,615.00 for the Property to be purchased and \$0.00 for damages to your remaining property.

The amount listed above is the total amount of just compensation for all interests in the portion of the property, as determined in accordance with State law, less oil, gas and sulphur, subject to clear title being conveyed to the City. In accordance with State law, it is the policy of the City to negotiate with the fee owner(s) of the Property with the understanding that the fee owner(s) will, in turn, negotiate with any lessee or other party who may own any interest in the Property or improvements located within the Property, with the exception of public utility easements, which will be handled separately by the City.

This offer to purchase includes the contributory value(s) of the improvement(s) owned by you as listed below, which are considered to be part of the Property. Since the improvement(s) must be removed, it is the policy of the City to permit the owner(s) who convey voluntarily to the City to thereafter retain the improvement(s), if they wish to do so. The retention value(s) are 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 Property, the

cc to 6/9/26  
closed sess.

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 City to acquire the Property by eminent domain.

<u>Improvement</u>	<u>Amount to be Subtracted if Retained</u>
N/A	\$0.00
N/A	\$0.00

If you wish to accept the offer based upon this appraisal, please contact Carlos Jasso or Jose Luis Caso, Right of Way Managers, who are employees of CLF Enterprise, an affiliate that is providing acquisition services on behalf of the City, as soon as possible, at (956) 433-2276 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 City within the 30-day time deadline.

In the event the condition of the Property changes for any reason, the City 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 the Property, you will be reimbursed by the City for any fair and reasonable incidental expenses necessarily incurred in transferring title to the Property to the City. Expenses eligible for reimbursement may include (1) recording fees, transfer taxes, and similar expenses incidental to conveying the Property to the City, and (2) penalty costs for prepayment of any preexisting recorded mortgage entered into in good faith encumbering the 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 City failed to properly determine the eligibility for, or the amount of, incidental expenses to be reimbursed. There is no standard form 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 City's determination on any claim for reimbursement.

You may be entitled to additional payments and services under the City's Relocation Assistance Program. It is emphasized, however, that any benefits that 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 that are available.

You have the right to discuss with others any offer or agreement regarding the City's acquisition of the Property, or you may (but are not required to) keep the offer or agreement

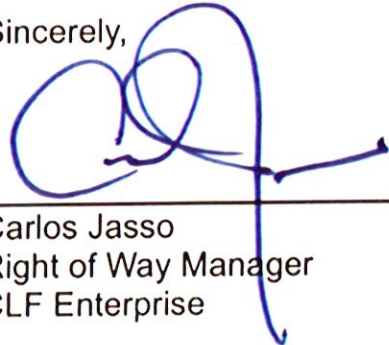
confidential from others, subject to the provisions of Chapter 552, Government Code (the Public Records Act) as it may apply to the City.

Please see the enclosed copy of the proposed instrument that will convey the Property and any improvement owned by you on the Property to the City. Additionally, please see the enclosed copy of the Texas Landowner Bill of Rights.

Also enclosed is a copy of the City brochure entitled "Right of Way Purchase", which the City trusts will give you a better understanding of the procedures followed by the City in purchasing property interests for highway purposes. The City respectfully requests 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 City's offer or proposed purchase transaction. Also, please do not hesitate to contact Right of Way Agent Carlos Jasso at (956) 433-2276 regarding any questions you may have.

Finally, enclosed are copies of all appraisal reports relating to the Property being acquired, which were prepared in the ten (10) years preceding the date of this offer and produced or acquired by the City, including the appraisal that determined this offer. These appraisals were prepared by a certified appraiser certified to practice as a certified general appraiser under Chapter 1103, Occupations Code.

Sincerely,



---

Carlos Jasso  
Right of Way Manager  
CLF Enterprise

**ENCLOSURES:**

Draft of Conveyance Instrument  
Legal Description and Survey of the Property  
Appraisal Report(s)  
Landowner Bill of Rights  
"Right of Way Purchase" Brochure

# Exhibit 1

**NOTICE OF CONFIDENTIALITY RIGHTS: If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your social security number or your driver's license number.**

## **WARRANTY DEED**

**DATE:** June \_\_\_\_, 2026

**GRANTOR:** HIDALGO COUNTY, TEXAS, a political subdivision of the State of Texas

**GRANTOR'S MAILING ADDRESS:** 100 E. Cano St., FL 2, Edinburg  
Hidalgo County, Texas 78573

**GRANTEE:** CITY OF MCALLEN, TEXAS

**GRANTEE'S MAILING ADDRESS:** 1300 W. Houston Ave., McAllen  
Hidalgo County, Texas 78501

**PROPERTY (legal description):**

See Exhibit "A" attached

**CONSIDERATION:**

This conveyance is made for the following consideration, receipt and sufficiency of which is acknowledged: Cash of ten dollars (\$10.00) or more and other good and valuable consideration.

**RESERVATIONS FROM CONVEYANCE:**

### **Reservation of Temporary Easement for Ingress and Egress**

Notwithstanding the conveyance herein, Grantor hereby reserves and retains a non-exclusive, temporary easement for ingress and egress over, across, and through the herein-described Property (the "Temporary Easement"), for access purposes only, said Temporary Easement being necessary pending construction of the roadway expansion project.

This Temporary Easement is reserved for the benefit of Grantor, its successors and assigns, and shall remain in full force and effect until such time as construction of the roadway expansion project is completed and the City of McAllen accepts and records the dedication of the affected portion of the Property as permanent public right-of-way.

Upon acceptance and recordation of such dedication, the Temporary Easement shall automatically terminate and be of no further force or effect, without the necessity of further action, instrument, or release.

**EXCEPTIONS TO CONVEYANCE AND WARRANTY:**

This conveyance is made subject to the following exceptions:

Liens described or referenced above relating to the Consideration;

Valid and enforceable easements and prescriptive rights of record or which are open and obvious;

Valid and enforceable matters of record, including restrictions, reservations of interest, covenants, conditions, leases (including but not limited to oil, gas and mineral leases), reservations or conveyances of water interests, and any other instruments (other than a conveyance of a fee estate in the surface) affecting the Property;

Standby fees, taxes, and assessments of any taxing authority for the current year and subsequent years;

Taxes and assessments for prior years of any taxing authority due to a change in land ownership or usage, payment of which Grantee assumes and agrees to pay.

**AS IS CONVEYANCE:**

THIS CONVEYANCE CONVEYS THE PROPERTY IN ITS "AS IS" CONDITION. THE PARTIES HAVE BARGAINED FOR AND HEREBY AGREE THAT THERE ARE NO WARRANTIES EITHER EXPRESS OR IMPLIED OTHER THAN ANY REPRESENTATIONS EXPRESSLY CONTAINED IN THE PURCHASE CONTRACT, THIS INSTRUMENT, OR THE CLOSING DOCUMENTS.

**WARRANTY:**

Except for the Reservations and Exceptions stated above, Grantor binds Grantor and Grantor's heirs, executors, and administrators to WARRANT AND FOREVER DEFEND all and singular title to the Property for the benefit of Grantee and Grantee's heirs, executors and assigns, against any and all claims of every person lawfully claiming or to claim the Property or any part thereof but this warranty is made ONLY WHEN SUCH CLAIMS ARE BY, THROUGH, OR UNDER Grantor.

**DISCLAIMER:**

**THIS INSTRUMENT WAS PREPARED FROM INFORMATION FURNISHED BY THE PARTIES AND NO EXAMINATION HAS BEEN MADE AND NO OPINION GIVEN BY THE LAW OFFICE PREPARING THIS INSTRUMENT AS TO THE TITLE TO OR THE DESCRIPTION OF THE PROPERTY INVOLVED OR ANY TAX CONSEQUENCES REGARDING THIS TRANSACTION.**

HIDALGO COUNTY, TEXAS, a political  
subdivision of the State of Texas

---

, County Judge

**ACKNOWLEDGMENT**

**STATE OF TEXAS**

§

**COUNTY OF HIDALGO**

§

§

This instrument was acknowledged before me on \_\_\_\_\_, 2026, by  
\_\_\_\_\_, County Judge for Hidalgo County, Texas, on behalf of Hidalgo  
County, Texas..

---

Notary Public, State of Texas

# Exhibit A

Parcel 41  
METES AND BOUNDS DESCRIPTION  
LOT 236,  
PRIDE O' TEXAS SUBDIVISION  
HIDALGO COUNTY, TEXAS



Job No. 220902  
0.07 acres of land  
Sheet No.: 1 of 2

A tract of land containing 0.07 acres of land, situated in Hidalgo County, Texas, being part or portion of **Lots 236, PRIDE O' TEXAS SUBDIVISION**, Hidalgo County, Texas, map reference: Volume 5, Pages 58-59, Map Records, Hidalgo County, Texas, said 0.07 acres of land also being a part or portion of a tract of land deeded to Hidalgo County, Texas, as per Cause Number CCD-1463-B, in the County Court At Law Number 2, Hidalgo County, Texas, and said 0.07 acres of land being more particularly described as follows;

**COMMENCING**, on the northeast corner of said Hidalgo County tract; THENCE N 81° 23' 36" W, along north line of said Hidalgo County tract, a distance of 931.53 feet, to a ½" iron rod with a plastic cap stamped "CVQ LS" set, for the northeast corner of this tract and the **POINT OF BEGINNING**, of this tract;

**THENCE** S 08° 35' 21" W, a distance of 150.36 feet, to a ½" iron rod with a plastic cap stamped "CVQ LS" set, on the south line of said Hidalgo County tract, for the southeast corner of this tract;

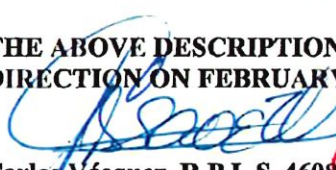
**THENCE** N 81° 23' 58" E, along the south line of said Hidalgo County tract, a distance of 21.62 feet, to a ½" iron rod with a plastic cap stamped "CVQ LS" set, on the east right-of-way line of Bentsen Road, for the southwest corner of this tract;

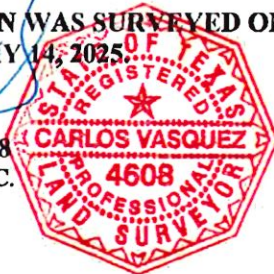
**THENCE** N 08° 34' 56" E, along the east right-of-way line of said Bentsen Road, a distance of 150.36 feet, to a ½" iron rod with a plastic cap stamped "CVQ LS" set, on the north line of said Hidalgo County tract, for the northwest corner of this tract;

**THENCE** S 81° 23' 36" E, along the north line of said Hidalgo County tract, a distance of 21.64 feet to the **POINT OF BEGINNING**, containing 0.07 acres of land more or less.

Bearing basis as per **TEXAS STATE PLANE COORDINATES SYSTEM NAD 1983, South Zone.**

**THE ABOVE DESCRIPTION WAS SURVEYED ON THE GROUND UNDER MY DIRECTION ON FEBRUARY 14, 2025.**

  
Carlos Vásquez, R.P.L.S. 4608  
CVQ LAND SURVEYORS, L.L.C.  
T.B.P.E.L.S. Firm No. 10119600

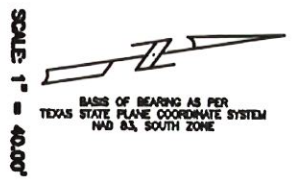


**GARMAN REAL ESTATES  
DEVELOPMENT LLC**  
a Texas limited Liability Co.  
(Doc. 2024-3541867, H.C.D.R.)

**P.O.B.**  
**IRON ROD SET**  
N: 16620341.61  
E: 1062771.18

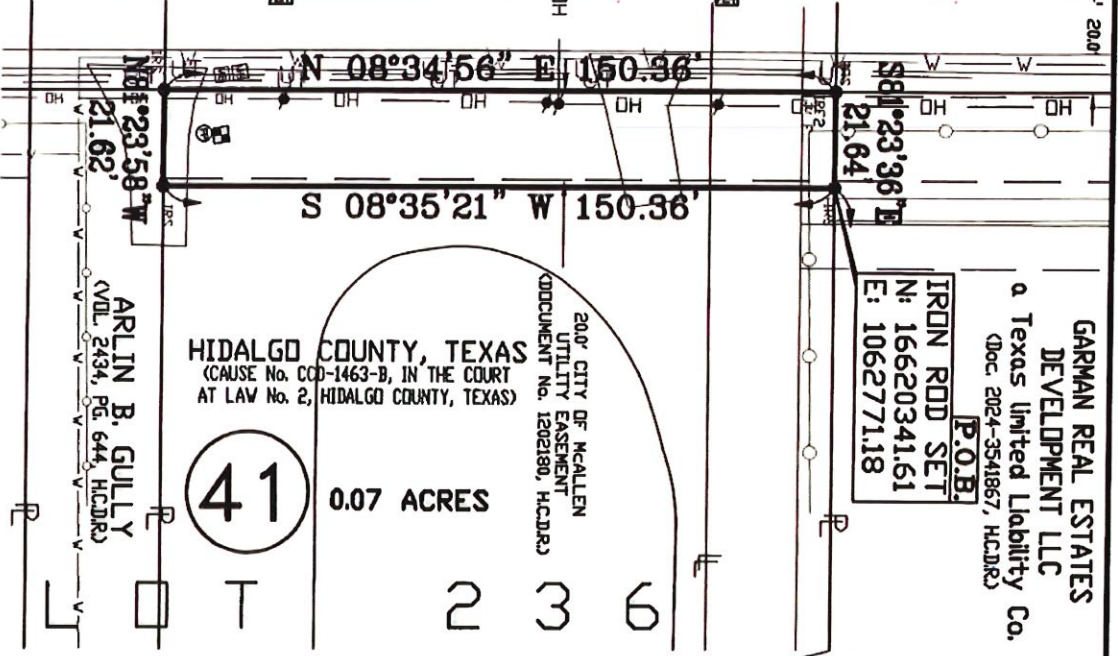
N 81°22'36" W 931.53'

**P.O.C.**



SCALE: 1" = 40.00'

**N. BENTSEN ROAD**



**HIDALGO COUNTY, TEXAS**  
(CAUSE No. CO0-1463-B, IN THE COURT AT LAW No. 2, HIDALGO COUNTY, TEXAS)

**41**

**0.07 ACRES**

200' CITY OF McALLEN  
UTILITY EASEMENT  
(DOCUMENT No. 1202180, H.C.D.R.)

- LEGEND**
- PROPERTY LINE
  - LOT LINE
  - IPF = FOUND 1" IRON PIPE
  - IRF1 = FOUND 1/2" IRON ROD
  - IRF2 = FOUND 1/2" IRON ROD WITH A PLASTIC CAP STAMPED "CVO LS"
  - IRF3 = FOUND 1/2" IRON ROD WITH A PLASTIC CAP STAMPED "TMM"
  - IRF4 = FOUND 1/2" IRON ROD WITH A PLASTIC CAP STAMPED "CLS 6388"
  - IRS = SET 1/2" IRON ROD WITH A PLASTIC CAP STAMPED "CVO LS"
  - R.O.W. = RIGHT OF WAY
  - H.C.M.R. = HIDALGO COUNTY MAP RECORDS
  - H.C.D.R. = HIDALGO COUNTY DEED RECORDS
  - P.O.C. = POINT OF COMMENCING
  - P.O.B. = POINT OF BEGINNING
  - FENCE POST
  - TRAFFIC SIGNAL POWER POLE
  - HIGH VOLTAGE POWER POLE
  - TELEPHONE BOX
  - IRRIGATION STAND PIPE
  - ELECTRICAL BOX
  - TRAFFIC BOX
  - OVERHEAD POWER LINE
  - BREAK LINE

**(PARCEL 41)**  
**PLAT SHOWING**  
**PROPOSED BENTSEN ROAD RIGHT-OF-WAY**  
**0.07 ACRES OUT OF LOT 236,**  
**PRIDE O' TEXAS SUBDIVISION**  
**MISSION, TEXAS**

(VOL. 5, PGS. 58-59, H.C.M.R.)

**NOTES:**

1. ALL BEARING AND DISTANCES ARE BASED ON THE TEXAS SOUTH COORDINATE SYSTEM (NAD 83), TEXAS SOUTH ZONE.
2. ALL DISTANCES AND COORDINATE SHOWN ARE GRID AND MAY BE CONVERTED TO SURFACE BY DIVIDING BY A COMBINED FACTOR OF 0.999996.

**FOR: PEREZ CONSULTANT ENGINEERING**

**SURVEYOR'S CERTIFICATION**

I, Carlos Vasquez, a Registered Professional Land Surveyor, do hereby certify that the foregoing plat to be a true and correct representation of the land as surveyed on September 14, 2025, on the ground. Under my direction.

Carlos Vasquez  
R.P.L.S. NO. 4608  
STATE OF TEXAS

**PROJECT INFORMATION**

SURVEYED DATE:	02/14/25
JOB NO.:	220902
DRAWN BY:	GTG
CHECKED BY:	C.V.
REVISIONS:	



517 BEAUMONT AVE.  
McALLEN, TEXAS 78501  
Ph. (361) 618-1551  
FAX (361) 618-1547  
www.perez-engineering.com  
TSPCLS Firm No. 10115900

# Exhibit 2

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

Address of Property: The East side of North Bentsen Road, South of West Hawk Avenue, McAllen, Hidalgo County, Texas. District: Pharr  
 Property Owner: Hidalgo County Texas Parcel: 41  
 Address of Property Owner: 100 East Cano Street Floor #2, Edinburg, Texas 78539-4533 ROW CSJ: 0921-02-512  
 Occupant's Name: N/A Federal Project No: N/A  
 Whole:  Partial:  Acquisition Highway: Bentsen Road County: Hidalgo

**Purpose of the Appraisal**

The purpose of this appraisal is to estimate the market value of the fee simple title to the real property to be acquired, encumbered by any easements not to be extinguished, less oil, gas and sulphur. If this acquisition is of less than the whole property, then any special benefits and /or damages to the remainder property must be included in accordance with the laws of Texas.

**Market Value**

Market value is defined as follows: "Market Value is the price which the property would bring when it is offered for sale by one who desires, but is not obliged to sell, and is bought by one who is under no necessity of buying it, taking into consideration all of the uses to which it is reasonably adaptable and for which it either is or in all reasonable probability will become available within the reasonable future."

**Certificate of Appraiser**

I hereby certify:

That it is my opinion the total compensation for the acquisition of the herein described property is \$8,615 as of May 1, 2026, based upon my independent appraisal and the exercise of my professional judgment;

That on May 1, 2026 (date)(s), I personally inspected the property herein appraised; that I afforded Hidalgo County Texas, the property owner, the opportunity to accompany me at the time of property tour; Hidalgo County Texas or representatives were not present at the time of property tour.

That the comparables relied upon in making said appraisal were as represented by the photographs contained in the appraisal report and were inspected on June 12, 2025 and April 8, 2026 (date)(s);

That I have not revealed and will not reveal the findings and results of such appraisal to anyone other than the proper officials of the Texas Department of Transportation 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 on this parcel? No (yes or no)
2. If so, is the denial of direct access material? N/A (yes, no, or not applicable)
3. The lack of any access denial or the material impairment of direct access on or off the remaining property affects the market value of the remaining property in the sum of \$0.

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 analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, unbiased professional analyses, 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 analyses, 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 noncompensable 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

1326615-CG

Certification Number

May 29, 2026

Date

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

\_\_\_\_\_  
Reviewing Appraiser

\_\_\_\_\_  
Date



RE: Project No. 0921-02-512  
Parcel No. 41  
Report Dated: May 29, 2026

#### **ADDENDUM TO CERTIFICATE OF APPRAISER**

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

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3. I have no present or prospective interest in the property that is the subject of this report, and no personal interest with respect to the parties involved.
4. I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of the appraisal within the three-year period immediately preceding acceptance of this assignment.
5. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
6. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
7. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
8. My analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
9. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
10. Brian D. Cade, MAI, made a personal inspection of the property that is the subject of this report.
11. No one provided significant professional assistance to the person signing this report, except as may be noted elsewhere in this report.
12. The reported analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute.

13. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

14. As of the date of this report, I, Brian D. Cade, MAI, have completed the requirements of the continuing education program of the Appraisal Institute.

A handwritten signature in blue ink that reads "Brian D. Cade". The signature is written in a cursive style with a large initial "B".

Brian D. Cade, MAI  
State Certified General Real Estate  
Appraiser (Number: License Number 1326615-CG)

Date: May 29, 2026

**ADDITIONAL REPORTING REQUIREMENTS OF THE UNIFORM STANDARDS OF PROFESSIONAL APPRAISAL PRACTICE:**

- This report is intended to comply with the requirements for an Appraisal Report specified in Standard Rule 2-2(a) of the Uniform Standards of Professional Appraisal Practice (USPAP).
- The estimates of market value and/or rent presume the property to have been exposed for sale and/or rent for a period of 12 months prior to the date of value by a motivated seller/owner who is free of duress and aware of the alternatives available to knowledgeable buyers and/or tenants.
- The estimates of market value are in terms of cash or its equivalent.
- The appraisals of the whole property and the part taken excluded consideration of the effect on value of the proposed public improvements. This exception to Standard Rule 1-4(f) of USPAP was made under the provision for jurisdictional exceptions within the USPAP.