

**ONCOR ELECTRIC DELIVERY COMPANY LLC AND  
LCRA TRANSMISSION SERVICES CORPORATION  
NOTICE OF PUBLIC PARTICIPATION MEETINGS FOR THE PROPOSED  
BELL COUNTY EAST – BIG HILL 765 kV TRANSMISSION LINE PROJECT**

Monday, June 16, 2025

**SALADO**

Salado ISD Meadows Room  
601 N. Main Street  
Salado, Texas

5:00 PM – 7:00 PM

Tuesday, June 17, 2025

**LAMPASAS**

Old Middle School Cafeteria  
208 E. Avenue B  
(Cafeteria Entrance is on Western Ave.)  
Lampasas, Texas

5:00 PM – 7:00 PM

Wednesday, June 18, 2025

**MENARD**

Menard County Community Center  
303 Travis Street  
Menard, Texas

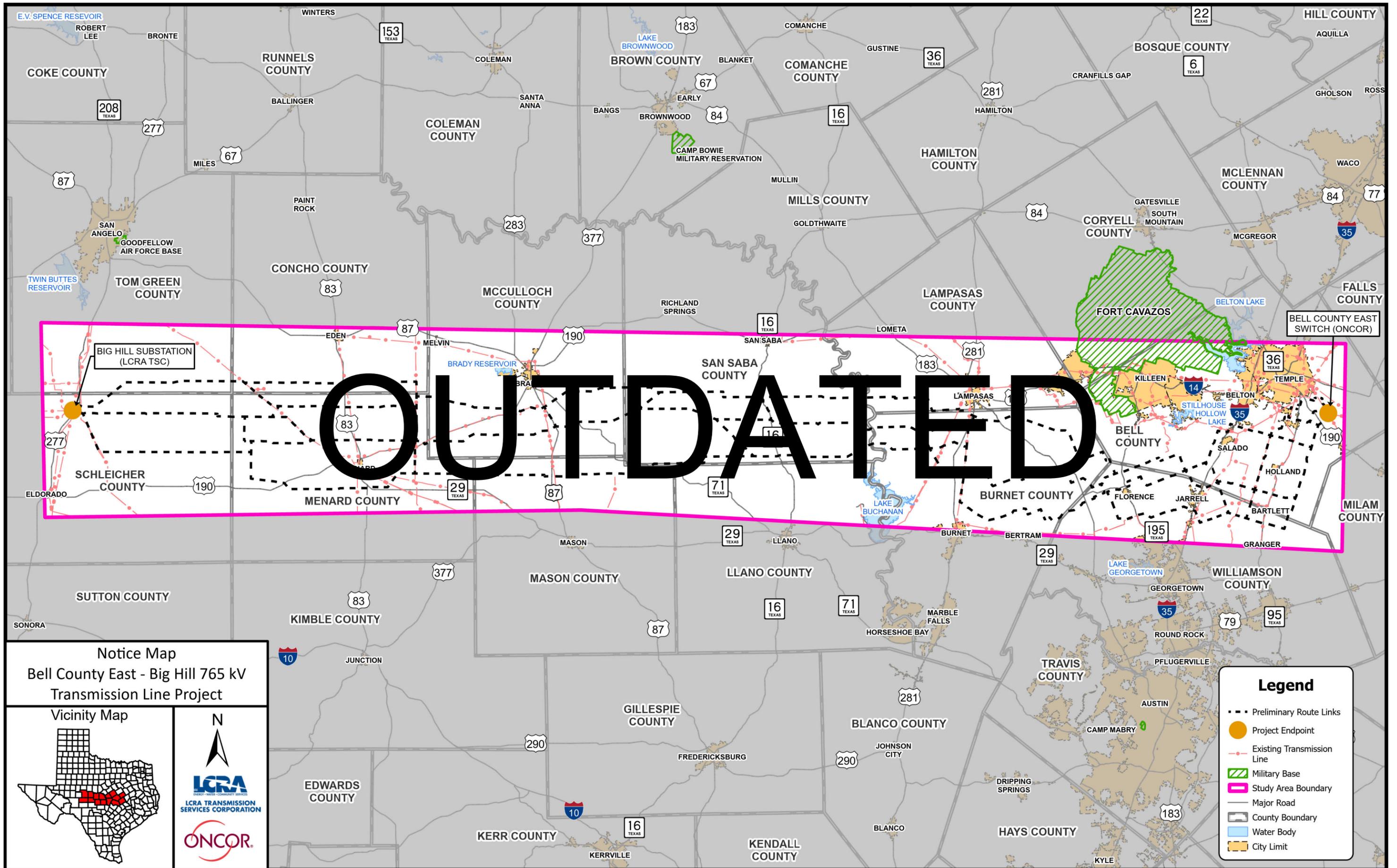
5:00 PM – 7:00 PM

Oncor Electric Delivery Company LLC (Oncor) and LCRA Transmission Services Corporation (LCRA TSC) are jointly proposing to construct a new 765 kilovolt (kV) transmission line between the expansion of Oncor’s existing Bell County East Switch, located 5.5 miles southeast of the City of Temple in Bell County, Texas, and a new LCRA TSC 765 kV Big Hill Substation that will be located in close proximity to LCRA TSC’s existing Big Hill Substation located 13 miles northeast of the City of Eldorado in Schleicher County, Texas (Project). LCRA TSC will construct, own, and operate the western half of the Project (connecting to the Big Hill Substation), and Oncor will construct, own, and operate the eastern half of the Project (connecting to the Bell County East Switch).

Oncor and LCRA TSC are committed to routing the proposed transmission line in a manner consistent with the values of local communities, the Texas Utilities Code, and the Public Utility Commission of Texas’s rules and policies. In support of this Project, Oncor and LCRA TSC are holding three public participation meetings to solicit input regarding routing alternatives for the Project. Kimley-Horn and Associates (Kimley-Horn) and Halff Associates (Halff), consulting firms retained by Oncor and LCRA TSC for the Project, have identified preliminary alternative transmission line route links, which are shown as dashed lines on the provided map. Maps with greater detail will be exhibited at the meetings. Individuals attending these “come-and-go” open house meetings will have an opportunity to ask questions and provide comments to representatives and technical experts from Oncor, LCRA TSC, Kimley-Horn, and Halff regarding the routing of the Project. These preliminary alternative route links are subject to modification based on information received at the public participation meetings and further studies. If you have any questions concerning the Project or these meetings, please contact Mr. Jeremy McConnell at Oncor at (214) 486-5216 or email [transmissionprojects@oncor.com](mailto:transmissionprojects@oncor.com), or Ms. Kelly Wells at LCRA TSC at 512-578-1445 or [BCBH@LCRA.org](mailto:BCBH@LCRA.org).

For more information, please visit LCRA TSC’s project website at [www.lcra.org/BCBH](http://www.lcra.org/BCBH) and Oncor’s website at [www.oncor.com/transmissionprojects](http://www.oncor.com/transmissionprojects).





**OUTDATED**

**Notice Map**

Bell County East - Big Hill 765 kV  
Transmission Line Project

**Vicinity Map**



**Legend**

- Preliminary Route Links
- Project Endpoint
- - - Existing Transmission Line
- ▨ Military Base
- ▭ Study Area Boundary
- Major Road
- ▭ County Boundary
- ▭ Water Body
- ▭ City Limit

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Welcome and thank you for taking the time to attend this public participation meeting for Oncor Electric Delivery Company LLC (Oncor) and LCRA Transmission Services Corporation’s (LCRA TSC’s) proposed Bell County East – Big Hill 765 kilovolt (kV) transmission line project (Project).

For Oncor and LCRA TSC to continue to provide safe and reliable electric service in this area, a new 765 kV transmission line is needed. The Project would connect a new LCRA TSC 765 kV Big Hill Substation, located in close proximity to LCRA TSC’s existing Big Hill 345 kV Substation 13 miles northeast of the City of Eldorado in Schleicher County, Texas, and the expansion of Oncor’s existing Bell County East Switch, located 5.5 miles southeast of the City of Temple in Bell County, Texas. The Proposed Transmission Line Project is currently planned for completion in summer 2030.

The purpose of this Public Participation Meeting is to present information, receive ideas and comments, and answer questions about the Project. The questions and answers below provide general information about the Project. There are subject matter stations with associated exhibits located around the room. Oncor and LCRA TSC representatives, as well as representatives from Oncor and LCRA TSC’s environmental and routing consultants, Kimley-Horn and Associates (Kimley-Horn) and Halff Associates, Inc. (Halff), and Oncor’s and LCRA TSC’s property abstractor, Integra Realty Resources (Integra), are located at each station and can provide answers to specific questions about the Project. Oncor, LCRA TSC, Kimley-Horn, Halff, and Integra representatives are subject-matter experts who can provide information concerning their respective areas of expertise as they relate to the Project. We encourage you to take advantage of this opportunity to talk with the various representatives.

The stations are arranged in a particular order that is designed to give a better understanding of the Project and the planning, development, and approval processes. We recommend that you visit the stations in order, spending as much time as you need at each station to ensure that we can answer your questions and address any concerns you may have. However, please feel free to visit the stations in the order of your choice based on the issues important to you. Since this is an informal, “come-and-go” format, there may be times when one particular exhibit is crowded. We will make every attempt to answer your questions in a timely manner.

### **Who is Oncor Electric Delivery Company LLC?**

Oncor is an electric transmission and distribution utility regulated by the Public Utility Commission of Texas (PUCT). Oncor constructs, owns, and operates power lines that move electric power between disparate points of its electric transmission and distribution system, connecting electric power producers with electric power consumers. Oncor does not own power plants and does not buy or sell electric power. Oncor operates the largest distribution and transmission system in Texas, providing power to more than 3.7 million electric delivery points over more than 139,000 miles of distribution and transmission lines. Oncor operates in a service area in East, West, and North Central Texas with more than 408 communities and 98 counties.

### **Who is LCRA Transmission Services Corporation?**

LCRA TSC is a nonprofit electric utility that provides safe, reliable, and environmentally responsible electric transmission services in Texas. LCRA TSC's transmission lines and substations play a vital role in the transmission of electricity between power generation plants and local electric service providers. LCRA TSC owns or operates more than 5,400 miles of transmission lines, about 430 substations and a System Operations Control Center. Lower Colorado River Authority (LCRA) staff operates and maintains those facilities for LCRA TSC, which provides wholesale transmission services to customers across South, West and Central Texas.

### **What does the transmission system do?**

The electric transmission system is a network of transmission lines, switching stations, and substations. Transmission lines transport high-voltage electricity from power generation facilities to substations, where the electricity is converted to a lower voltage. Distribution lines then transport that electricity to residences and businesses.

In order for Oncor and LCRA TSC to provide safe and reliable electric service, they must work with other utilities and state organizations to ensure that the electric transmission network is designed in such a way that the temporary loss of a power generation plant, a substation, or a transmission line will not result in a major electrical outage. For example, without appropriate planning and subsequent system improvements, damage to a single transmission line due to incidents such as tornadoes, lightning, ice storms, or equipment failure could result in significant disruptions to the delivery of electricity.

### **Why must a new transmission line be constructed in this area?**

The Project is one of numerous reliability projects identified in the Electric Reliability Council of Texas' (ERCOT) Permian Basin Reliability Plan, which was recently approved by the PUCT. Electric demand, or "load," on Oncor and the transmission system in West Texas, continues to grow as the area experiences increases in oil and gas production and related activities. The addition of new load places strain on the transmission grid in the area, which can impact electric service reliability. A new 765 kV transmission line is needed to accommodate load growth in the area and mitigate reliability issues identified by Oncor, LCRA TSC, as well as ERCOT. The Project will help to address those issues by connecting Oncor's existing Bell County East Switch and LCRA TSC's new 765 kV Big Hill Substation. In addition to addressing previously identified reliability concerns, the Project will increase import capacity to move power efficiently to and from West Texas and improve Oncor's

and LCRA TSC's ability to serve new and existing customers. The location of the Project is shown on the attached map.

**What is the approximate location of the proposed transmission line?**

The locations of the preliminary route segments currently being evaluated for the Project are shown on the attached map. Your input will help us fully evaluate these preliminary route segments. Once the routing options for the transmission line are fully reviewed and evaluated, the final route segments and resulting routes will be included in Oncor and LCRA TSC's joint application to the PUCT for approval to construct, own and operate the Project, which is referred to as application to amend their respective certificates of convenience and necessity (CCNs). The application will be submitted to the PUCT for approval of the need of the Project and selection of a final end-to-end route from among the numerous proposed alternatives. Upon their submission, all routes and route segments included in the CCN amendment application will be available for selection and approval by the PUCT

**How long will the transmission line be?**

The proposed transmission line will be approximately 215-240 miles long, depending on the route that is ultimately approved by the PUCT.

**What type of transmission structure will be used?**

Oncor and LCRA TSC continually evaluate different transmission structure types to select structures that satisfy specific project requirements. These evaluations consider factors such as transmission line voltage, double or single circuit, cost, physical location, and characteristics of the surrounding land area, to name a few. For the Project, Oncor and LCRA TSC have chosen a self-supporting, steel lattice tower structure. A representative drawing of this type of structure is attached.

**Who will benefit from the new transmission line?**

The completion of the Project will benefit all customers and wholesale market participants in the ERCOT region of Texas, including your community. The Project will improve the electric system and enhance reliability to allow Oncor and LCRA TSC to continue providing the reliable electric service consumers expect, as well as adding necessary transmission capacity to support the continuing development and economic growth of communities in these areas. The Project will also add necessary transmission capacity to support the continuing development and economic growth of Bell, Burnet, Concho, Coryell, Lampasas, Llano, Mason, McCulloch, Menard, San Saba, Schleicher, Tom Green, and Williamson counties.

**Will environmental studies be conducted to determine the impact of the Project?**

Yes. Kimley-Horn and Halff, well-respected environmental consulting and engineering firms located in Fort Worth and Richardson, Texas, are preparing an Environmental Assessment and Routing Analysis to support Oncor and LCRA TSC's joint application for CCN amendments from the PUCT. The Environmental Assessment and Routing Analysis will assess the potential impacts of the Project on existing environmental and land uses.

## **How can property owners or other interested persons find out additional information regarding the status of the Project and the results of the certification process?**

There are several ways members of the public can: (1) be made aware of Oncor and LCRA TSC's filing of their application at the PUCT; (2) participate or provide comments in the certification process; (3) monitor the proceeding as it progresses; and (4) help determine the PUCT's actions regarding the Project.

First, a written notice will be provided (via first-class mail) to any property owner whose land is crossed by a proposed route for the Project as part of Oncor and LCRA TSC's formal application to the PUCT to construct the Project. In addition, a written notice will be provided (via first-class mail) to any property owner who has a habitable structure within 500 feet of the centerline of the Project. In accordance with rules of the PUCT, property ownership for this notice is determined by reviewing the appropriate County Tax Appraisal District records.

Second, public notice of the application filing for the Project will be published in newspaper(s) of general circulation within the appropriate counties in the week following the filing of the application at the PUCT.

Once the application is filed, further information about the application and the proceedings at the PUCT can be obtained on the PUCT's online filings Interchange. The PUCT website provides free access to documents that are filed with the PUCT regarding the Project. The docket number of a case (also called a control number on the PUCT website) is a key piece of information used in locating documents filed in association with the application. You can access the Interchange by visiting the PUCT's website home page at [www.puc.texas.gov](http://www.puc.texas.gov).

Interested persons who are impacted by the Project can further elect to become involved in an application proceeding before the PUCT as an "intervenor." An intervenor is a person who demonstrates a legal interest that permits them to become a party to the proceeding. Such legal interests may include, among others, having a property crossed by a proposed route, or having a home within a certain distance of a proposed route. Intervenors in the proceeding can make legal arguments, conduct discovery, file testimony, and cross-examine witnesses. If an intervenor provides testimony, they may also be subject to cross-examination by the other parties in the case. For more information and rules about participating as an intervenor, please visit the PUCT's website at <https://www.puc.texas.gov/agency/ruleslaws/participate.aspx>.

If an interested person does not wish to fully participate as an intervenor in this proceeding, they may instead choose to participate as a "commentor." Commentors are not formal parties to the case and would not conduct discovery, cross-examine witnesses, or present a direct case. Commentors can, however, make a written or verbal statement for the record in support of or in opposition to the CCN application or a particular routing issue or other issue in the proceeding, or otherwise provide information to the PUCT staff that they believe may be helpful. If a person intends to be a commentor, they can either send written comments stating their position or views, or if the docket process progresses to a formal hearing, a statement can be made on the record at the hearing, as allowed and directed

by the presiding official. Although public comments are not sworn and, therefore, are not treated as evidence, they help to inform the PUCT and its staff of the public's views and identify issues to be explored. The PUCT welcomes such participation in its proceedings.

Finally, if the Project is approved by the PUCT, another written notice (via first-class mail) will be sent to the property owners who were previously provided formal notice of the filing of the application. This final notice will inform property owners that a Final Order has been issued by the PUCT and either (1) that their property is affected by the selected route, or (2) that their property is no longer subject to a proceeding at the PUCT.

**When will construction of the proposed transmission line begin?**

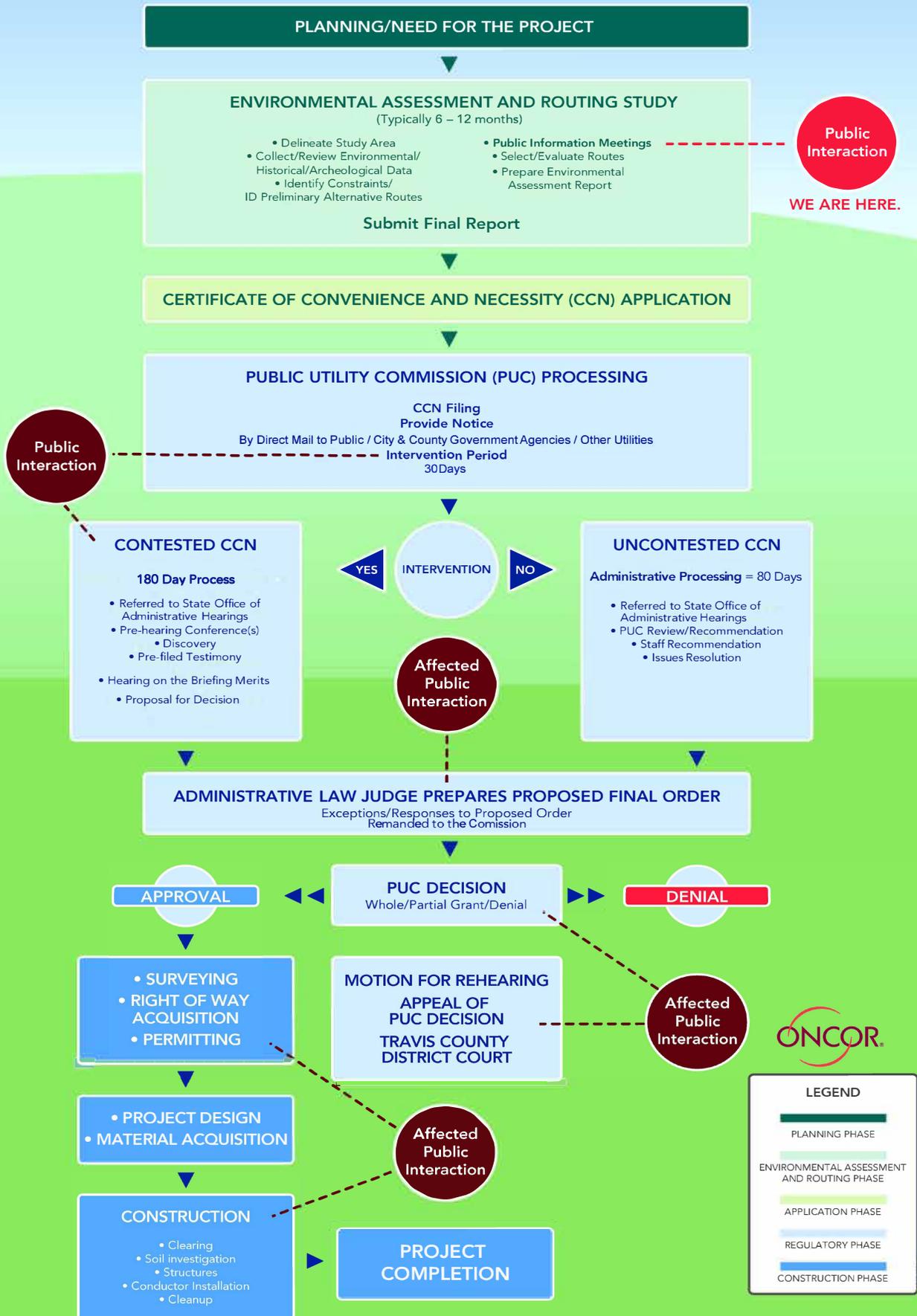
Before construction can begin, Oncor and LCRA TSC must seek and receive approval from the PUCT. A description of this process, along with typical time frames for each step of the process, is provided in the attached document titled **Licensing Process for New Transmission Facilities**. Based on an in-service date of summer 2030, it is anticipated filing an application for the Project will be filed at the PUCT in December 2025, which, if approved in a timely manner, would allow construction to begin in summer 2027.

**If I have additional questions following this meeting, who should I contact?**

Additional information concerning this and other Oncor and LCRA TSC transmission line projects can be obtained at the following websites: [www.oncor.com/transmissionprojects](http://www.oncor.com/transmissionprojects) or [www.lcra.org/BCBH](http://www.lcra.org/BCBH). You may also contact the project managers for this project, Mr. Jeremy McConnell at Oncor at (214) 486-5216 or by email at [transmissionprojects@oncor.com](mailto:transmissionprojects@oncor.com), or Ms. Kelly Wells at LCRA TSC at 512-578-1445 or by email at [BCBH@LCRA.org](mailto:BCBH@LCRA.org).

**Thank you again for attending this public participation meeting!**

# Licensing Process for New Transmission Facilities



# Licensing Process for New Transmission Facilities

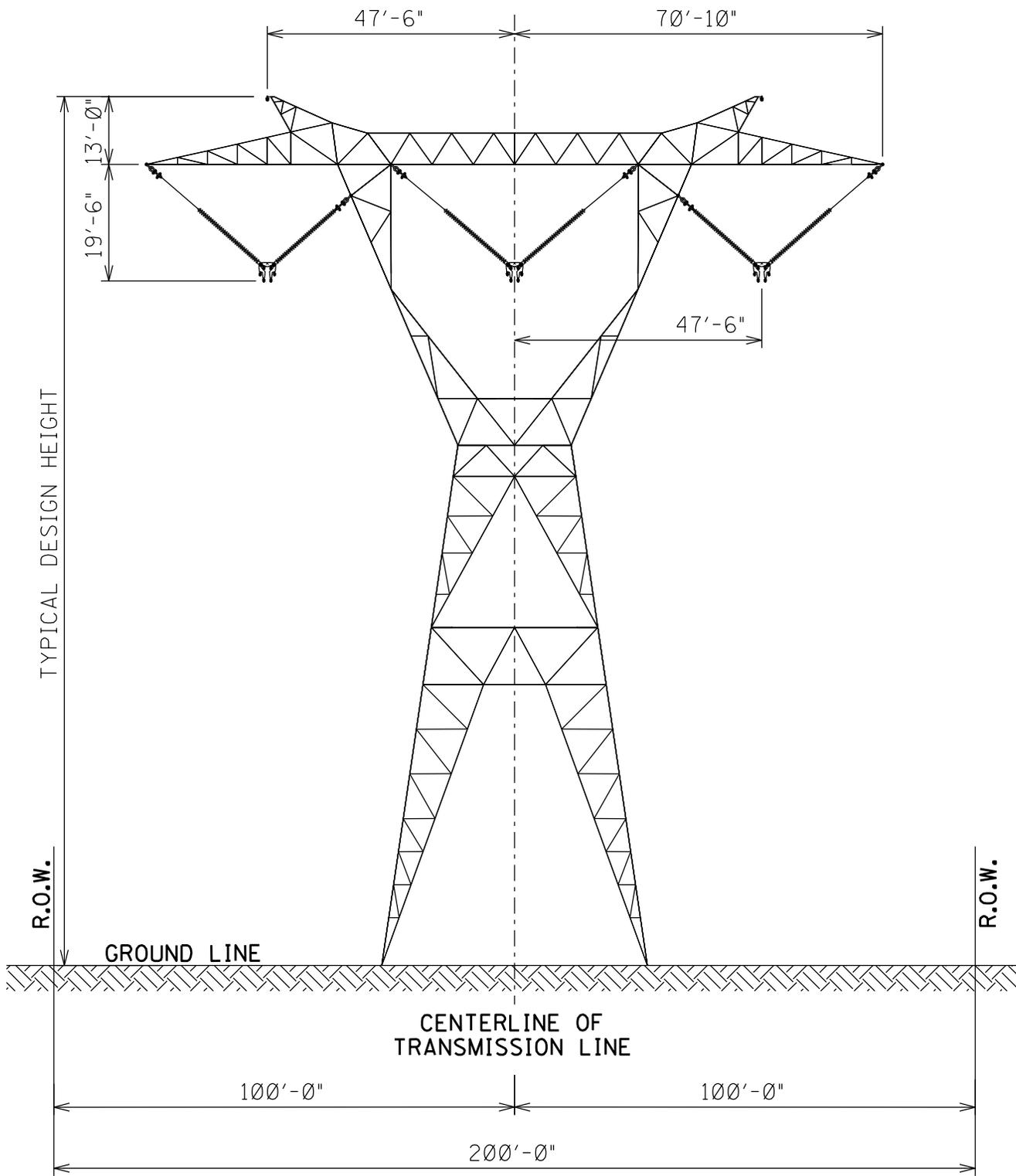
## Texas Utilities Code

The governance of the licensing process for new transmission facilities is included within the Texas Utilities Code, Title II – Public Utilities Regulatory Act, Section 37.056.

### Sec 37.056 GRANT OR DENIAL OF CERTIFICATE

- (a) The commission may approve applications and grant a certificate only if the commission finds that the certificate is necessary for the service, accommodation, convenience, or safety of the public.
- (b) The commission may:
  - (1) issue the certificate as requested;
  - (2) grant the certificate for the construction of a portion of the requested system, facility, or extension or the partial exercise of the requested right or privilege; or
  - (3) refuse to grant the certificate.
- (c) The commission shall grant each certificate on a nondiscriminatory basis after considering:
  - (1) the adequacy of existing service;
  - (2) the need for additional service;
  - (3) the effect of granting the certificate on the recipient of the certificate and on any electric utility serving the proximate area; and
  - (4) other factors, such as;
    - (A) community values;
    - (B) recreational and park areas;
    - (C) historical and aesthetic values;
    - (D) environmental integrity; and
    - (E) the probable improvement of service or lowering of cost to consumers in the area if the certificate is granted.
    - (F) the need for extending transmission service where existing or projected electrical loads will be underserved, including where:
      - (i) the existing transmission service is unreasonably remote;
      - (ii) the available capacity is unreasonably limited at transmission or distribution voltage level; or
      - (iii) the electrical load cannot be interconnected in a timely manner.

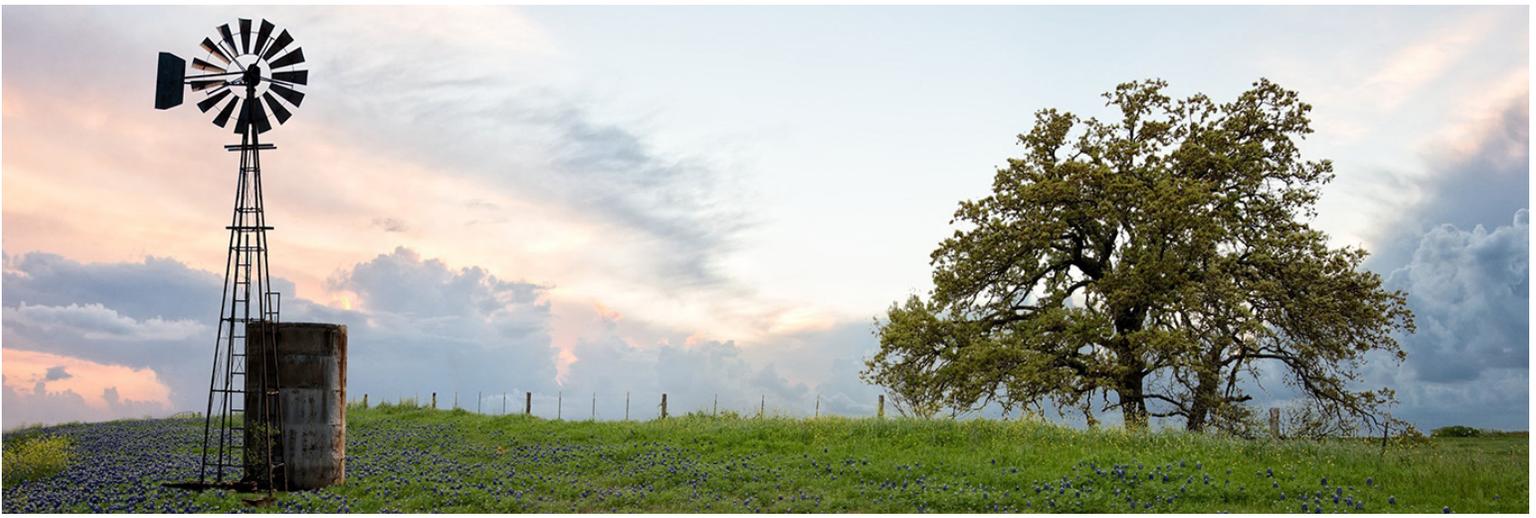
If you have additional questions or would like additional information, you may contact the Public Utility Commission of Texas at P.O. Box 13326, Austin, Texas 78711-3326, or call the Public Utility Commission at (512) 936-7120, or (888) 782-8477. Hearing impaired and speech-impaired individuals with text telephones may contact the commission at (512) 936-7136.



# TYPICAL 765KV TANGENT TOWER

NOT TO SCALE





THE STATE OF TEXAS

# LANDOWNER'S BILL OF RIGHTS

This Landowner's Bill of Rights applies to any attempt to condemn your property. The contents of this Bill of Rights are set out by the Texas Legislature in Texas Government Code section 402.031 and chapter 21 of the Texas Property Code. Any entity exercising eminent domain authority must provide a copy of this Bill of Rights to you.

1. You are entitled to receive adequate compensation if your property is condemned.
2. Your property can only be condemned for a public use.
3. Your property can only be condemned by a governmental entity or private entity authorized by law to do so.
4. The entity that wants to acquire your property must notify you that it intends to condemn your property.
5. The entity proposing to acquire your property must provide you with a written appraisal from a certified appraiser detailing the adequate compensation you are owed for your property.
6. If you believe that a registered easement or right-of-way agent acting on behalf of the entity that wants to acquire your property has engaged in misconduct, you may file a written complaint with the Texas Real Estate Commission (TREC) under section 1101.205 of the Texas Occupations Code. The complaint should be signed and may include any supporting evidence.
7. The condemning entity must make a bona fide offer to buy the property before it files a lawsuit to condemn the property—meaning the condemning entity must make a good faith offer that conforms with chapter 21 of the Texas Property Code.
8. You may hire an appraiser or other professional to determine the value of your property or to assist you in any condemnation proceeding.
9. You may hire an attorney to negotiate with the condemning entity and to represent you in any legal proceedings involving the condemnation.
10. Before your property is condemned, you are entitled to a hearing before a court-appointed panel of three special commissioners. The special commissioners must determine the amount of compensation the condemning entity owes for condemning your property. The commissioners must also determine what compensation, if any, you are entitled to receive for any reduction in value of your remaining property.
11. If you are unsatisfied with the compensation awarded by the special commissioners, or if you question whether the condemnation of your property was proper, you have the right to a trial by a judge or jury. You may also appeal the trial court's judgment if you are unsatisfied with the result.



# CONDEMNATION PROCEDURE

Eminent domain is the legal authority certain governmental and private entities have to condemn private property for public use in exchange for adequate compensation. Only entities authorized by law to do so may condemn private property. Private property can include land and certain improvements that are on that property.

## WHO CAN I HIRE TO HELP ME?

You can hire an appraiser or real estate professional to help you determine the value of your property as well as an attorney to negotiate with a condemning entity or to represent you during condemnation proceedings.

## WHAT QUALIFIES AS A PUBLIC PURPOSE OR USE?

Your property may be condemned only for a purpose or use that serves the general public. This could include building or expanding roadways, public utilities, parks, universities, and other infrastructure serving the public. Texas law does not allow condemning authorities to exercise eminent domain for tax revenue or economic development.

## WHAT IS ADEQUATE COMPENSATION?

Adequate compensation typically means the market value of the property being condemned. It could also include certain damages if your remaining property's market value is diminished by the condemnation or the public purpose for which it is being condemned.

## OTHER THAN ADEQUATE COMPENSATION, WHAT OTHER COMPENSATION COULD I BE OWED?

If you are displaced from your residence or place of business, you may be entitled to reimbursement for reasonable expenses incurred while moving to a new site. However, reimbursement costs may not be available if those expenses are recoverable under another law. Also, reimbursement costs are capped at the market value of the property.

## WHAT DOES A CONDEMNOR HAVE TO DO BEFORE CONDEMNING MY PROPERTY?

- ◆ Provide you a copy of this Landowner's Bill of Rights before, or at the same time as, the entity first represents that it possesses eminent domain authority. It is also required to send this Landowner's Bill of Rights to the last known

address of the person listed as the property owner on the most recent tax roll at least seven days before making its final offer to acquire the property.

- If the condemnor seeks to condemn a right-of-way easement for a pipeline or electric transmission line and is a private entity, the condemnor must also provide you a copy of the Landowner's Bill of Rights addendum.
- The addendum describes the standard terms required in an instrument conveying property rights (such as a deed transferring title or an easement spelling out the easement rights) and what terms you can negotiate.
- ◆ Make a bona fide offer to purchase the property. This process is described more fully in chapter 21 of the Texas Property Code. A "bona fide offer" involves both an initial written offer as well as a final written offer.
  - The initial written offer must include:
    - » a copy of the Landowner's Bill of Rights and addendum (if applicable);
    - » either a large-font, bold-print statement saying whether the offered compensation includes damages to the remainder of your remaining property or a formal appraisal of the property that identifies any damages to the remaining property (if any);
    - » the conveyance instrument (such as an easement or deed); and
    - » the name and telephone number of an employee, affiliate, or legal representative of the condemning entity.
  - The final written offer must be made at least 30 days after the initial written offer and must include, if not previously provided:
    - » compensation equal to or more than the amount listed in a written, certified appraisal that is provided to you;
    - » copies of the conveyance instrument; and
    - » the Landowner's Bill of Rights.
- ◆ Disclose any appraisal reports. When making its initial offer, the condemning entity must share its appraisal reports that relate to the property from the past 10 years. You have the right to discuss the offer with others and to either accept or reject the offer made by the condemning entity.

### **WHAT IF I DO NOT ACCEPT AN OFFER BY THE CONDEMNING AUTHORITY?**

The condemnor must give you at least 14 days to consider the final offer before filing a lawsuit to condemn your property, which begins the legal condemnation process.

### **HOW DOES THE LEGAL CONDEMNATION PROCESS START?**

The condemnor can start the legal condemnation process by filing a lawsuit to acquire your property in the appropriate court of the county where the property is located. When filing the petition, the condemnor must send you a copy of the petition

by certified mail, return receipt requested, and first class mail. It must also send a copy to your attorney if you are represented by counsel.

### **WHAT DOES THE CONDEMNOR HAVE TO INCLUDE IN THE LAWSUIT FILED WITH THE COURT?**

The lawsuit must describe the property being condemned and state the following: the public use; your name; that you and the condemning entity were unable to agree on the value of the property; that the condemning entity gave you the Landowner's Bill of Rights; and that the condemning entity made a bona fide offer to voluntarily purchase the property from you.

## **SPECIAL COMMISSIONERS' HEARING AND AWARD**

No later than 30 days after the condemning entity files a condemnation lawsuit in court, the judge will appoint three local landowners to serve as special commissioners and two alternates. The judge will promptly give the condemnor a signed order appointing the special commissioners and the condemnor must give you, your lawyer, and other parties a copy of the order by certified mail, return receipt requested. The special commissioners will then schedule a condemnation hearing at the earliest practical time and place and to give you written notice of the hearing.



### **WHAT DO THE SPECIAL COMMISSIONERS DO?**

The special commissioners' job is to decide what amount of money is adequate to compensate you for your property. The special commissioners will hold a hearing where you and other interested parties may introduce evidence. Then the special commissioners will determine the amount of money that is adequate compensation and file their written decision, known as an "Award," in the court with notice to all parties. Once the Award is filed, the condemning entity may take possession and start using the property being condemned, even if one or more parties object to the Award of the special commissioners.

### **ARE THERE LIMITATIONS ON WHAT THE SPECIAL COMMISSIONERS CAN DO?**

Yes. The special commissioners are tasked only with determining

monetary compensation for the value of the property condemned and the value of any damages to the remaining property. They do not decide whether the condemnation is necessary or if the public use is proper. Further, the special commissioners do not have the power to alter the terms of an easement, reduce the size of the land acquired, or say what access will be allowed to the property during or after the condemnation. The special commissioners also cannot determine who should receive what portion of the compensation they award. Essentially, the special commissioners are empowered only to say how much money the condemnor should pay for the land or rights being acquired.

### **WHO CAN BE A SPECIAL COMMISSIONER?**

Special commissioners must be landowners and residents in the county where the condemnation proceeding is filed, and they must take an oath to assess the amount of adequate compensation fairly, impartially, and according to the law.

### **WHAT IF I WANT TO OBJECT TO A SPECIAL COMMISSIONER?**

The judge must provide to the parties the names and contact information of the special commissioners and alternates. Each party will have up to 10 days after the date of the order appointing the special commissioners or 20 days after the date the petition was filed, whichever is later, to strike one of the three special commissioners. If a commissioner is struck, an alternate will serve as a replacement. Another party may strike a special commissioner from the resulting panel within three days after the date the initial strike was filed or the date of the initial strike deadline, whichever is later.

## WHAT WILL HAPPEN AT THE SPECIAL COMMISSIONERS' HEARING?

The special commissioners will consider any evidence (such as appraisal reports and witness testimony) on the value of your condemned property, the damages or value added to remaining property that is not being condemned, and the condemning entity's proposed use of the property.

## WHAT ARE MY RIGHTS AT THE SPECIAL COMMISSIONERS' HEARING?

You have the right to appear or not appear at the hearing. If you do appear, you can question witnesses or offer your own evidence on the value of the property. The condemning entity must give you all existing appraisal reports regarding your property used to determine an opinion of value at least three days before the hearing. If you intend to use appraisal reports to support your claim about adequate compensation, you must provide them to the condemning entity 10 days after you receive them or three business days before the hearing, whichever is earlier.

## DO I HAVE TO PAY FOR THE SPECIAL COMMISSIONERS' HEARING?

If the special commissioners' award is less than or equal to the amount the condemning entity offered to pay before the proceedings began, then you may be financially responsible for the cost of the condemnation proceedings. But, if the award is more than the condemning entity offered to pay before the proceedings began, then the condemning entity will be responsible for the costs.

## WHAT DOES THE CONDEMNOR NEED TO DO TO TAKE POSSESSION OF THE PROPERTY?

Once the condemning entity either pays the amount of the award to you or deposits it into the court's registry, the entity may take possession of the property and put the property to public use. Non-governmental condemning authorities may also be required to post bonds in addition to the award amount. You have the right to withdraw funds that are deposited into the registry of the court, but when you withdraw the money, you can no longer challenge whether the eminent domain action is valid—only whether the amount of compensation is adequate.

# OBJECTING TO THE SPECIAL COMMISSIONERS' AWARD

If you, the condemning entity, or any other party is unsatisfied with the amount of the award, that party can formally object. The objection must be filed in writing with the court and is due by the first Monday following the 20th day after the clerk gives notice that the commissioners have filed their award with the court. If no party timely objects to the special commissioners' award, the court will adopt the award amount as the final compensation due and issue a final judgment in absence of objection.

## WHAT HAPPENS AFTER I OBJECT TO THE SPECIAL COMMISSIONERS' AWARD?

If a party timely objects, the court will hear the case just like other civil lawsuits. Any party who objects to the award has the

right to a trial and can elect whether to have the case decided by a judge or jury.

## WHO PAYS FOR TRIAL?

If the verdict amount at trial is greater than the amount of the special commissioners' award, the condemnor may be ordered to pay costs. If the verdict at trial is equal to or less than the amount the condemnor originally offered, you may be ordered to pay costs.

## IS THE TRIAL VERDICT THE FINAL DECISION?

Not necessarily. After trial any party may appeal the judgment entered by the court.



## DISMISSAL OF THE CONDEMNATION ACTION

A condemnation action may be dismissed by either the condemning authority itself or on a motion by the landowner.

### WHAT HAPPENS IF THE CONDEMNING AUTHORITY NO LONGER WANTS TO CONDEMN MY PROPERTY?

If a condemning entity decides it no longer needs your condemned property, it can file a motion to dismiss the condemnation proceeding. If the court grants the motion to dismiss, the case is over, and you can recover reasonable and necessary fees for attorneys, appraisers, photographers, and for other expenses up to that date.

### WHAT IF I DO NOT THINK THE CONDEMNING ENTITY HAS THE RIGHT TO CONDEMN MY PROPERTY?

You can challenge the right to condemn your property by filing a motion to dismiss the condemnation proceeding. For example, a landowner could challenge the condemning entity's claim that it seeks to condemn the property for a public use. If

the court grants the landowner's motion, the court may award the landowner reasonable and necessary fees and expenses incurred to that date.

### CAN I GET MY PROPERTY BACK IF IT IS CONDEMNED BUT NEVER PUT TO A PUBLIC USE?

You may have the right to repurchase your property if your property is acquired through eminent domain and:

- ◆ the public use for which the property was acquired is canceled before that property is put to that use,
- ◆ no actual progress is made toward the public use within 10 years, or
- ◆ the property becomes unnecessary for public use within 10 years.

The repurchase price is the price you were paid at the time of the condemnation.

## ADDITIONAL RESOURCES AND ADDENDA

For more information about the procedures, timelines, and requirements outlined in this document, see chapter 21 of the Texas Property Code. An addenda discussing the terms required for an instrument of conveyance under Property Code section 21.0114(c), and the conveyance terms that a property owner may negotiate under Property Code section 21.0114(d), is attached to this statement.

The information in this statement is intended to be a summary of the applicable portions of Texas state law as required by HB 1495, enacted by the 80th Texas Legislature, Regular Session, and HB 2730, enacted by the 87th Texas Legislature, Regular Session. This statement is not legal advice and is not a substitute for legal counsel.

**THE STATE OF TEXAS LANDOWNER'S BILL OF RIGHTS**

**ADDENDUM A:**

**Required Terms for an Instrument Conveying a Pipeline Right-of-Way Easement  
or an Easement Related to Pipeline Appurtenances<sup>1</sup>**

(1) The maximum number of pipelines that may be installed in the right-of-way acquired through this instrument is \_\_\_\_.

(2) The types of pipeline appurtenances that are authorized to be installed under this instrument for pipeline-related appurtenances, such as pipes, valves, compressors, pumps, meters, pigging stations, dehydration facilities, electric facilities, communication facilities, and any other appurtenances that may be necessary or desirable in connection with a pipeline, are described as follows: \_\_\_\_.

(3) The maximum diameter, excluding any protective coating or wrapping, of each pipeline to be initially installed under this instrument for a pipeline right-of-way is \_\_\_\_.

(4) For each pipeline to be installed under this instrument, the type or category of substances permitted to be transported through each pipeline is \_\_\_\_.

(5) Any aboveground equipment or facility that Grantee<sup>2</sup> intends to install, maintain, or operate under this instrument on the surface of the pipeline easement is described as follows: \_\_\_\_.

(6) A description or illustration of the location of the easement, including a metes and bounds or centerline description, plat, or aerial or other map-based depiction of the location of the easement on the property, is attached as Exhibit \_\_\_\_.

(7) The maximum width of the easement under this instrument is \_\_\_\_.

(8) For each pipeline to be installed under this instrument, the minimum depth at which the pipeline will initially be installed is \_\_\_\_.

(9) The entity installing pipeline(s) under this instrument: (check one)

- intends to double-ditch areas of the pipeline easement that are not installed by boring or horizontal directional drilling.
- does not intend to double-ditch areas of the pipeline easement that are not installed by boring or horizontal directional drilling.

(10) Grantee shall provide written notice to Grantor<sup>3</sup>, at the last known address of the person in whose name the property is listed on the most recent tax roll of any taxing unit authorized to levy property taxes against the property, if and when Grantee assigns any interest conveyed under this instrument to another entity, provided that this provision does not require notice by Grantee for assignment to an affiliate or to a successor through merger, consolidation, or other sale or transfer of all or substantially all of its assets and businesses.

(11) The easement rights conveyed by this instrument are: (check one)

- exclusive.
- nonexclusive.

<sup>1</sup> The easement terms listed in this addendum may be amended, altered, or omitted by the agreement of the condemning authority and the landowner, pursuant to Sections 21.0114(d), (e), and (f) of the Texas Property Code.

<sup>2</sup> "Grantee" is the private entity, as defined by Section 21.0114(a) of the Texas Property Code, that is acquiring the pipeline easement.

<sup>3</sup> "Grantor" is the property owner from whom the Grantee is acquiring the pipeline easement.

(12) Grantee may not grant to a third party access to the easement area for a purpose that is not related to one of the following: the construction, safety, repair, maintenance, inspection, replacement, operation, or removal of each pipeline to be installed under this instrument or of pipeline appurtenances to be installed under this instrument.

(13) Grantor: (check one)

- may recover from Grantee actual monetary damages, if any, arising from the construction and installation of each pipeline to be installed under this instrument.
- acknowledges that the consideration paid for the easement acquired under this instrument includes monetary damages, if any, arising from the construction and installation of each pipeline to be installed under this instrument.

(14) After initial construction and installation of each pipeline installed under this instrument, Grantor: (check one)

- may recover from Grantee actual monetary damages, if any, arising from the repair, maintenance, inspection, replacement, operation, or removal of each pipeline to be installed under this instrument.
- acknowledges that the consideration paid for the easement acquired under this instrument includes monetary damages, if any, arising from the repair, maintenance, inspection, replacement, operation, or removal of each pipeline to be installed under this instrument.

(15) Grantor: (check one)

- and Grantee agree, with regard to Grantee's removal, cutting, use, repair, and replacement of gates and fences that cross the easement or that will be used by Grantee under this instrument, that Grantee will access and secure the easement acquired under this instrument as follows: \_\_\_\_\_.
- may recover from Grantee payment for monetary damages, if any, caused by Grantee to gates and fences, if any, to the extent that the gates or fences are not restored or paid for as part of the consideration paid for the instrument.
- acknowledges that the consideration paid for the easement acquired under this instrument includes monetary damages, if any, caused by Grantee to gates and fences.

(16) With regard to restoring the pipeline easement area acquired under this instrument and Grantor's remaining property used by Grantee to as near to original condition as is reasonably practicable and maintaining the easement in a manner consistent with the purposes for which the easement is to be used under this instrument: (check one)

- Grantee will be responsible for the restoration.
- Grantee will reimburse Grantor for monetary damages that arise from damage to the pipeline easement area or the Grantor's remaining property, if any, caused by the Grantee and not restored or paid for as part of the consideration for the instrument.
- acknowledges that the consideration paid for the easement acquired under this instrument includes monetary damages, if any, caused by Grantee to the pipeline easement area or the Grantor's remaining property.

(17) Grantee's rights of ingress, egress, entry, and access on, to, over, and across Grantor's property under this instrument are described as follows: \_\_\_\_\_.

(18) Grantee may not make use of the property rights acquired by this instrument, other than as provided by this instrument, without the express written consent of Grantor.

(19) The terms of this instrument bind the heirs, successors, and assigns of Grantor and Grantee.

THE STATE OF TEXAS LANDOWNER'S BILL OF RIGHTS

**ADDENDUM B:**

Required Terms for an Instrument Conveying  
an Electric Transmission Line Right-of-Way Easement<sup>4</sup>

(1) The uses of the surface of the property to be encumbered by the electric transmission line right-of-way easement acquired by Grantee<sup>5</sup> under this instrument are generally described as follows: \_\_\_\_\_.

(2) A description or illustration of the location of the electric transmission line right-of-way easement, including a metes and bounds or centerline description, plat, or aerial or other map-based depiction of the location of the easement on the property, is attached as Exhibit \_\_\_\_\_.

(3) The maximum width of the electric transmission line right-of-way easement acquired by this instrument is \_\_\_\_\_.

(4) Grantee will access the electric transmission line right-of-way easement acquired under this instrument in the following manner: \_\_\_\_\_.

(5) Grantee may not grant to a third party access to the electric transmission line right-of-way easement area for a purpose that is not related to the construction, safety, repair, maintenance, inspection, replacement, operation, or removal of the electric and appurtenant facilities installed under this instrument.

(6) Grantor<sup>6</sup>: (check one)

- may recover from Grantee actual monetary damages, if any, arising from the construction, operation, repair, maintenance, inspection, replacement, and future removal of lines and support facilities after initial construction in the easement, if any.
- acknowledges that the consideration paid for the easement acquired under this instrument includes monetary damages, if any, arising from the construction, operation, repair, maintenance, inspection, replacement, and future removal of lines and support facilities after initial construction in the easement.

(7) Grantor: (check one)

- and Grantee agree, with regard to Grantee's removal, cutting, use, repair, and replacement of gates and fences that cross the easement or that will be used by Grantee under this instrument, that Grantee will access and secure the easement acquired under this instrument as follows: \_\_\_\_\_
- may recover from Grantee payment for monetary damages, if any, caused by Grantee to gates and fences, if any, to the extent that the gates or fences are not restored or paid for as part of the consideration paid for the instrument.
- acknowledges that the consideration paid for the easement acquired under this instrument includes monetary damages, if any, caused by Grantee to gates and fences.

<sup>4</sup> The easement terms listed in this addendum may be amended, altered, or omitted by the agreement of the condemning authority and the landowner, pursuant to Sections 21.0114(d), (e), and (f) of the Texas Property Code.

<sup>5</sup> "Grantee" is the private entity, as defined by Section 21.0114(a) of the Texas Property Code, that is acquiring the electric transmission line right-of-way easement.

<sup>6</sup> "Grantor" is the property owner from whom the Grantee is acquiring the electric transmission line right-of-way easement.

(8) Grantee shall restore the easement area and Grantor's remaining property to their original contours and grades, to the extent reasonably practicable, unless Grantee's safety or operational needs and the electric facilities located on the easement would be impaired. With regard to restoring the electric transmission line right-of-way easement area acquired under this instrument and Grantor's remaining property used by Grantee to as near to original condition as is reasonably practicable following future damages, if any, directly attributed to Grantee's use of the easement: (check one)

- Grantee will be responsible for the restoration, unless the safety or operational needs of Grantee and the electric facilities would be impaired.
- Grantor acknowledges that the consideration paid for the easement acquired under this instrument includes future damages, if any, caused by Grantee to the easement area or the Grantor's remaining property.

(9) The easement rights acquired under this instrument are: (check one)

- exclusive.
- nonexclusive.
- otherwise limited under the terms of the instrument as follows: \_\_\_\_\_.

(10) Grantee may not assign Grantee's interest in the property rights acquired under this instrument to an assignee that will not operate as a utility subject to the jurisdiction of the Public Utility Commission of Texas or the Federal Energy Regulatory Commission without written notice to Grantor at the last known address of the person in whose name the property is listed on the most recent tax roll of any taxing unit authorized to levy property taxes against the property.

(11) Grantee may not make use of the property rights acquired by this instrument, other than as provided by this instrument, without the express written consent of Grantor.

(12) The terms of this instrument bind the heirs, successors, and assigns of Grantor and Grantee.

## THE STATE OF TEXAS LANDOWNER'S BILL OF RIGHTS

### ADDENDUM C:

#### Optional Terms for an Instrument Conveying a Pipeline Right-of-Way Easement, an Easement Related to Pipeline Appurtenances, or an Electric Transmission Line Right-of-Way Easement<sup>7</sup>

(1) With regard to the specific vegetation described as follows: \_\_\_\_\_, Grantor<sup>8</sup>: (check one):

- may recover from Grantee<sup>9</sup> payment for monetary damages, if any, caused by Grantee to the vegetation.
- Grantor acknowledges that the consideration paid for the easement acquired under this instrument includes monetary damages, if any, caused by Grantee to the vegetation.

(2) With regard to income loss from disruption of existing agricultural production or existing leases based on verifiable loss or lease payments caused by Grantee's use of the easement acquired under this instrument, Grantor: (check one)

- may recover from Grantee payment for monetary damages, if any, caused by Grantee to Grantor's income.
- Grantor acknowledges that the consideration paid for the easement acquired under this instrument includes monetary damages, if any, caused by Grantee to Grantor's income.

(3) Grantee shall maintain commercial liability insurance or self-insurance at all times, including during Grantee's construction and operations on the easement, while Grantee uses the easement acquired under this instrument. The insurance must insure Grantor against liability for personal injuries and property damage sustained by any person to the extent caused by the negligence of Grantee or Grantee's agents or contractors and to the extent allowed by law. If Grantee maintains commercial liability insurance, it must be issued by an insurer authorized to issue liability insurance in the State of Texas.

(4) If Grantee is subject to the electric transmission cost-of-service rate jurisdiction of the Public Utility Commission of Texas or has a net worth of at least \$25 million, Grantee shall maintain commercial liability insurance or self-insurance at levels approved by the Public Utility Commission of Texas in the entity's most recent transmission cost-of-service base rate proceeding.

<sup>7</sup> Pursuant to Section 21.0114(d) of the Texas Property Code, in addition to the terms set forth in Addenda A and B, a property owner may negotiate for the inclusion of the terms in this Addendum in any instrument conveying an easement to a private entity, as defined by Section 21.0114(a) of the Texas Property Code. The easement terms listed in this addendum may be amended, altered, or omitted by the agreement of the condemning authority and the landowner, pursuant to Sections 21.0114(d), (e), and (f) of the Texas Property Code.

<sup>8</sup> "Grantor" is the property owner from whom the Grantee is acquiring the pipeline or electric transmission line right-of-way easement.

<sup>9</sup> "Grantee" is the private entity, as defined by Section 21.0114(a) of the Texas Property Code, that is acquiring the easement.