

**CenterPoint Energy Houston Electric, LLC  
138 kV Kilgore Substation Project in  
Chambers County  
PUCT Docket No. 55365  
Description of the Proposed Alternative Routes**

feet to an angle point. This segment of Link I5 crosses a natural gas pipeline and Old Needle Point Road. From this angle point, Link I5 proceeds in an east northeasterly direction approximately 1,990 feet to a slight angle point. From this slight angle point, Link I5 proceeds in an east northeasterly direction approximately 670 feet to an angle point. This segment of Link I5 crosses a natural gas pipeline. From this angle point, Link I5 proceeds in an easterly direction approximately 420 feet to the intersection of Links E6, I4, and I5.

**Link K1**

From the intersection of Links G4, H1, and K1, Link K1 proceeds in south southeasterly direction approximately 540 feet to a slight angle point. From this slight angle point, Link K1 proceeds in a south southeasterly direction approximately 1,380 feet to an angle point. From this angle point, Link K1 proceeds in a southerly direction approximately 420 feet to the intersection of Links K1 and L2.

**Link K2**

From the intersection of Links H2, I1, and K2, Link K2 proceeds in a south southeasterly direction approximately 420 feet to the intersection of Links K2 and K3.

**Link K3**

From the intersection of Links K2 and K3, Link K3 proceeds in a south southeasterly direction approximately 160 feet to a slight angle point. From this slight angle point, Link K3 proceeds in a southerly direction approximately 710 feet to a slight angle point. From this slight angle point, Link K3 proceeds in a southerly direction approximately 580 feet to the intersection of Links K3, M2, and M3. This segment of Link K3 crosses an unnamed stream.

**Link K4**

From the intersection of Links I1, I2, and K4, Link K4 proceeds in a southerly direction approximately 1,860 feet to the intersection of Links K4, M3, M42, and N31. Link K4 crosses an unnamed stream.

**Link K5**

From the intersection of Links E4, I2, I3, and K5, Link K5 proceeds in a south southeasterly direction approximately 1,190 feet to an angle point. From this angle point, Link K5 proceeds in a southeasterly direction approximately 370 feet to an angle point. From this angle point, Link K5 proceeds in a southerly direction approximately 420 feet to the intersection of Links K5, K6, M5, and N5. This segment of Link K5 crosses an unnamed stream.

**Link K6**

From the intersection of Links E5, I3, I4, and K6, Link K6 proceeds in a south southeasterly direction approximately 1,910 feet to an angle point. This segment of Link K6 crosses a natural gas pipeline, and an unnamed stream. From this angle point, Link K6 proceeds in an easterly direction approximately 790 feet to the intersection of Links K5, K6, M5, and N5. This segment of Link K6 crosses ten highly volatile liquid pipelines, two other gas pipelines, two natural gas pipelines, a refined liquid product pipeline, a crude oil pipeline, and an unnamed stream.

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**Link L2**

From the intersection of Links K1 and L2, Link L2 proceeds in a southerly direction approximately 600 feet to an angle point. From this angle point, Link L2 proceeds in a south southwesterly direction approximately 1,070 feet to the intersection of Links L2 and M12. This segment of Link L2 crosses an unnamed stream.

**Link M11**

From the intersection Links M11, M12, and M13, Link M11 proceeds in a westerly direction approximately 1,120 feet to the intersection of Links M11, M2, and N21.

**Link M12**

From the intersection of Links L2 and M12, Link M12 proceeds in a westerly direction approximately 1,080 feet to the intersection of Links M11, M12, and M13.

**Link M13**

From the intersection of Links M11, M12, and M13, Link M13 proceeds in a southerly direction approximately 600 feet to a potential endpoint.

**Link M2 (bi-directional)**

From the intersection of Links K3, M2, and M3, Link M2 proceeds in an easterly direction approximately 310 feet to the intersection of Links M11, M2, and N21. Link M2 crosses Cedar Point Lateral, Needlepoint Road, and a natural gas pipeline.

**Link M3 (bi-directional)**

From the intersection of Links K4, M3, M42, and N31, Link M3 proceeds in an easterly direction approximately 1,990 feet to the intersection of Links K3, M2, and M3. Link M3 crosses a crude oil pipeline.

**Link M41 (bi-directional)**

From the intersection of Links M41, M5, and N41, Link M41 proceeds in an easterly direction approximately 720 feet to the intersection of Links M41 and M42. Link M41 crosses an unnamed stream and nine highly volatile liquid pipelines.

**Link M42 (bi-directional)**

From the intersection of Links M41 and M42, Link M42 proceeds in an easterly direction approximately 620 feet to the intersection of Links K4, M3, M42, and N31. Link M42 crosses an unnamed stream.

**Link M5**

From the intersection of Links K5, K6, M5, and N5, Link M5 proceeds in a westerly direction approximately 540 feet to the intersection of Links M41, M5, and N41.

**Link N21**

From the intersection of Links M11, M2, and N21, Link N21 proceeds in a southerly direction approximately 400 feet to the intersection of Links N21 and N23.



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**Link N23**

From the intersection of Links N21 and N23, Link N23 proceeds in a westerly direction approximately 600 feet to a potential endpoint.

**Link N31**

From the intersection of Links K4, M3, M42, and N31, Link N31 proceeds in a southerly direction approximately 1,200 feet to the intersection of Links N31, N32, and N33.

**Link N32 (bi-directional)**

From the intersection of Links N32 and O32, Link N32 proceeds in a north northwesterly direction approximately 730 feet to the intersection of Links N31, N32, and N33.

**Link N33**

From the intersection of Links N31, N32, and N33, Link N33 proceeds in a westerly direction approximately 590 feet to a potential endpoint.

**Link N41 (bi-directional)**

From the intersection of Links M41, M5, and N41, Link N41 proceeds in a southerly direction approximately 1,140 feet to the intersection of Links N41, and N42.

**Link N42 (bi-directional)**

From the intersection of Links N41 and N42, Link N42 proceeds in a southerly direction approximately 1,180 feet to the intersection of Links N42, N5, O31, and P4. Link N42 crosses two highly volatile liquid pipelines.

**Link N5 (bi-directional)**

From the intersection of Links K5, K6, M5, and N5, Link N5 proceeds in a south southeasterly direction approximately 1,800 feet to an angle point. From this angle point, Link N5 proceeds in a south southeasterly direction approximately 600 feet to the intersection of Links N42, N5, O31, and P4. This segment of Link N5 crosses two highly volatile liquid pipelines.

**Link O31**

From the intersection of Links N42, N5, O31, and P4, Link O31 proceeds in an east northeasterly direction approximately 1,120 feet to the intersection of Links O31, O32, and O33. Link O31 crosses an unnamed stream and seven highly volatile liquid pipelines.

**Link O32**

From the intersection of Links O31, O32, and O33, Link O32 proceeds in an east northeasterly direction approximately 420 feet to the intersection of Links N32 and O32. Link O32 crosses an unnamed stream.

**Link O33**

From the intersection of Links O31, O32, and O33, Link O33 proceeds in a north northwesterly direction approximately 600 feet to a potential endpoint.

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**Link P1**

From the intersection of Links P1, P2, and Q1, Link P1 proceeds in a northerly direction approximately 470 feet to an angle point. This segment of Link P1 crosses a natural gas pipeline. From this angle point, Link P1 proceeds in an east northeasterly direction approximately 1,880 feet to the intersection of Links P1, P3, and P4.

**Link P2 (bi-directional)**

From the intersection of Links P2, P3, and Q2, Link P2 proceeds in a northwesterly direction approximately 500 feet to the intersection of Links P1, P2, and Q1. Link P2 crosses two natural gas pipelines, seven highly volatile liquid pipelines, a crude oil pipeline, a refined liquid product pipeline, and two other gas pipelines.

**Link P3**

From the intersection of Links P2, P3, and Q2, Link Q2 proceeds in an east northeasterly direction approximately 1,520 feet to an angle point. This segment of Link P3 crosses two highly volatile liquid pipelines. From this angle point, Link P3 proceeds in a northerly direction approximately 970 feet to the intersection of Links P1, P3, and P4. This segment of Link P3 crosses ten highly volatile liquid pipelines, two other gas pipelines, three natural gas pipelines, a refined liquid product pipeline, and a crude oil pipeline.

**Link P4**

From the intersection of Links P1, P3 and P4, Link P4 proceeds in a northeasterly direction approximately 620 feet to the intersection of Links N42, N5, O31, and P4. Link P4 crosses twelve highly volatile liquid pipelines, two other gas pipelines, two natural gas pipelines, a refined liquid product pipeline, a crude oil pipeline, an unnamed stream, and Kilgore Parkway.

**Link Q1**

From the intersection of Links R2, S3, and Q1, Link Q1 proceeds in a northwesterly direction approximately 640 feet to an angle point. This segment of Link Q1 crosses a highly volatile liquid pipeline, a crude oil pipeline, and two natural gas pipelines. From this angle point, Link Q1 proceeds in an east northeasterly direction approximately 3,080 feet to an angle point. This segment of Link Q1 crosses four natural gas pipelines and an unnamed stream. From this angle point, Link Q1 proceeds in an east northeasterly direction approximately 570 feet to the intersection of Links P1, P2, and Q1.

**Link Q2**

From the intersection of Links Q2 and R2, Link Q2 proceeds in an east northeasterly direction approximately 2,520 feet to an angle point. This segment of Link Q2 crosses Horsepen Bayou, and two natural gas pipelines. From this angle point, Link Q2 proceeds in an east northeasterly direction approximately 1,540 feet to an angle point. From this angle point, Link Q2 proceeds in a north northeasterly direction approximately 430 feet to the intersection of Links P2, P3, and Q2. This segment of Link Q2 crosses an unnamed stream.

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**Link R2 (bi-directional)**

From the intersection of Links Q2 and R2, Link R2 proceeds in a north northwesterly direction approximately 710 feet to the intersection of Links Q1, R2, and S3. Link R2 crosses two other gas pipelines, six highly volatile liquid pipelines, a natural gas pipeline, and a refined liquid product pipeline.

**Link S3**

From the intersection of Links A4 and S3, Link S3 proceeds in an east northeasterly direction approximately 1,390 feet to the intersection of Links Q1, R2, and S3. Link S3 crosses two highly volatile liquid pipelines, a refined liquid product pipeline, a natural gas pipeline, two existing transmission lines, and a railroad.

ONLY ONE MULTI-SEGMENT  
TRANSMISSION LINE ROUTE WILL  
ULTIMATELY BE CONSTRUCTED

CITY OF  
MONT  
BELVIEU

CEDAR  
POINT  
LATERAL

146  
TEXAS

99  
TEXAS

10

SEE MAP  
INSET 2

SEE MAP  
INSET 1

CITY OF  
BAYTOWN

HARRIS COUNTY  
CHAMBERS COUNTY

146  
TEXAS

KILGORE PKWY

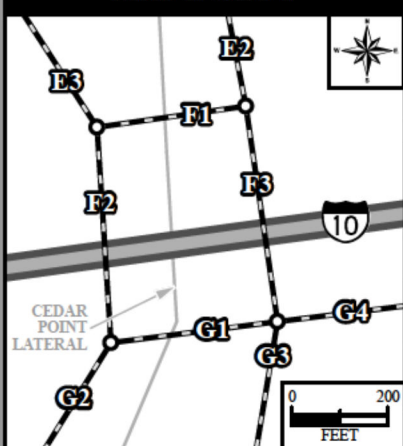
OLD NEEDLEPOINT RD

99  
TEXAS

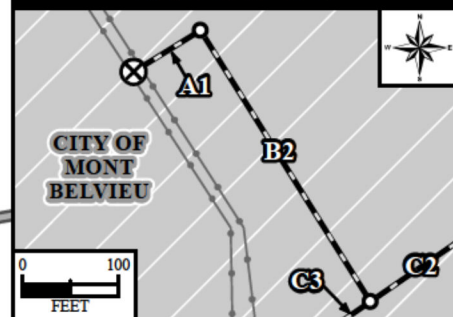
CEDAR  
POINT  
LATERAL

HORSEPEN  
BAYOU

MAP INSET 1



MAP INSET 2



# KILGORE SUBSTATION 138 kV TRANSMISSION LINE PROJECT

PROPOSED ALTERNATIVE  
ROUTES

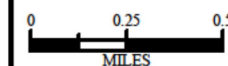
CenterPoint  
Energy



## LEGEND

- STUDY AREA
- PRELIMINARY ALTERNATIVE  
END POINT
- PRELIMINARY ALTERNATIVE  
ORIGIN POINT
- PRELIMINARY ALTERNATIVE  
ROUTE SEGMENT
- COUNTY BOUNDARY
- CITY LIMITS

- EXISTING TRANSMISSION LINE
- MINOR ROADWAY
- MAJOR ROADWAY
- RAILROAD
- MINOR STREAM
- NAMED STREAM



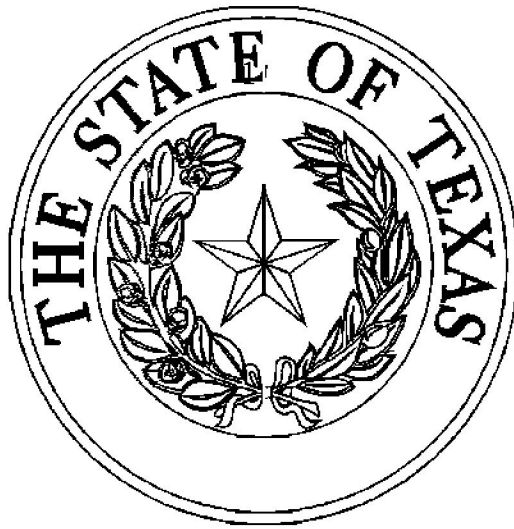
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# **Landowners and Transmission Line Cases at the PUC**

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*Public Utility Commission of Texas*



1701 N. Congress Avenue  
P.O. Box 13326  
Austin, Texas 78711-3326  
(512) 936-7260  
[www.puc.state.tx.us](http://www.puc.state.tx.us)

Effective: June 1, 2011

## ***Purpose of This Brochure***

This brochure is intended to provide landowners with information about proposed new transmission lines and the Public Utility Commission's ("PUC" or "Commission") process for evaluating these proposals. At the end of the brochure is a list of sources for additional information.

The following topics are covered in this brochure:

- How the PUC evaluates whether a new transmission line should be built,
- How you can participate in the PUC's evaluation of a line, and
- How utilities acquire the right to build a transmission line on private property.

You are receiving the enclosed formal notice because one or more of the routes for a proposed transmission line may require an easement or other property interest across your property, or the centerline of the proposed project may come within 300 feet of a house or other habitable structure on your property. This distance is expanded to 500 feet if the proposed line is greater than 230 kilovolts (kV). For this reason, your property is considered **directly affected land**. This brochure is being included as part of the formal notice process.

If you have questions about the proposed routes for a transmission line, you may contact the applicant. The applicant also has a more detailed map of the proposed routes for the transmission line and nearby habitable structures. The applicant may help you understand the routing of the project and the application approval process in a transmission line case but cannot provide legal advice or represent you. *The applicant cannot predict which route may or may not be approved by the PUC. The PUC decides which route to use for the transmission line, and the applicant is not obligated to keep you informed of the PUC's proceedings. The only way to fully participate in the PUC's decision on where to locate the transmission line is to intervene, which is discussed below.*

The PUC is sensitive to the impact that transmission lines have on private property. At the same time, transmission lines deliver electricity to millions of homes and businesses in Texas, and new lines are sometimes needed so that customers can obtain reliable, economical power.

The PUC's job is to decide whether a transmission line application should be approved and on which route the line should be constructed. The PUC values input from landowners and encourages you to participate in this process by intervening in the docket.

## ***PUC Transmission Line Case***

Texas law provides that most utilities must file an application with the PUC to obtain or amend a Certificate of Convenience and Necessity (CCN) in order to build a new transmission line in Texas. The law requires the PUC to consider a number of factors in deciding whether to approve a proposed new transmission line.

The PUC may approve an application to obtain or amend a CCN for a transmission line after considering the following factors:

- Adequacy of existing service;
- Need for additional service;
- The effect of approving the application on the applicant and any utility serving the proximate area;
- Whether the route utilizes existing compatible rights-of-way, including the use of vacant positions on existing multiple-circuit transmission lines;
  - Whether the route parallels existing compatible rights-of-way;
  - Whether the route parallels property lines or other natural or cultural features;
  - Whether the route conforms with the policy of prudent avoidance (which is defined as the limiting of exposures to electric and magnetic fields that can be avoided with reasonable investments of money and effort); and
  - Other factors such as community values, recreational and park areas, historical and aesthetic values, environmental integrity, and the probable improvement of service or lowering of cost to consumers in the area.

If the PUC decides an application should be approved, it will grant to the applicant a CCN or CCN amendment to allow for the construction and operation of the new transmission line.



### ***Application to Obtain or Amend a CCN:***

An application to obtain or amend a CCN describes the proposed line and includes a statement from the applicant describing the need for the line and the impact of building it. In addition to the routes proposed by the applicant in its application, the possibility exists that additional routes may be developed, during the course of a CCN case, that could affect property in a different manner than the original routes proposed by the applicant.

The PUC conducts a case to evaluate the impact of the proposed line and to decide which route should be approved. Landowners who would be affected by a new line can:

- informally file a protest, or
- formally participate in the case as an intervenor.

### ***Filing a Protest (informal comments):***

If you do not wish to intervene and participate in a hearing in a CCN case, you may file **comments**. An individual or business or a group who files only comments for or against any aspect of the transmission line application is considered a “protestor.”

Protestors make a written or verbal statement in support of or in opposition to the utility’s application and give information to the PUC staff that they believe supports their position.

Protestors are **not** parties to the case, however, and do not have the right to:

- Obtain facts about the case from other parties;
- Receive notice of a hearing, or copies of testimony and other documents that are filed in the case;
- Receive notice of the time and place for negotiations;
- File testimony and/or cross-examine witnesses;
- Submit evidence at the hearing; or
- Appeal P.U.C. decisions to the courts.

If you want to make comments, you may either send written comments stating your position, or you may make a statement on the first day of the hearing. If you have not intervened, however, you will not be able to participate as a party in the hearing. Only parties may submit evidence and ***the PUC must base its decision on the evidence.***

### ***Intervening in a Case:***

To become an intervenor, you must file a statement with the PUC, no later than the date specified in the notice letter sent to you with this brochure, requesting intervenor status (also referred to as a party). This statement should describe how the proposed transmission line would affect your property. Typically, intervention is granted only to directly affected landowners. However, any landowner may request to intervene and obtain a ruling on his or her specific fact situation and concerns. A sample form for intervention and the filing address are attached to this brochure, and may be used to make your filing. A letter requesting intervention may also be used in lieu of the sample form for intervention.

If you decide to intervene and become a party in a case, you will be required to follow certain procedural rules:

- You are required to timely respond to requests for information from other parties who seek information.
- If you file testimony, you must appear at a hearing to be cross-examined.
- If you file testimony or any letters or other documents in the case, you must send copies of the documents to every party in the case and you must file multiple copies with the PUC.

If you intend to participate at the hearing and you do not file testimony, you must at least file a statement of position, which is a document that describes your position in the case.

Failure to comply with these procedural rules may serve as grounds for you to be dismissed as an intervenor in the case.

If you wish to participate in the proceedings it is very important to attend any prehearing conferences.

Intervenors may represent themselves or have an attorney to represent them in a CCN case. If you intervene in a case, you may want an attorney to help you understand the PUC’s procedures and the laws and rules that the PUC applies in deciding whether to approve a transmission line. The PUC encourages landowners to intervene and become parties.



### *Stages of a CCN Case:*

If there are persons who intervene in the case and oppose the approval of the line, the PUC may refer the case to an administrative law judge (ALJ) at the State Office of Administrative Hearings (SOAH) to conduct a hearing, or the Commission may elect to conduct a hearing itself. The hearing is a formal proceeding, much like a trial, in which testimony is presented. In the event the case is referred to SOAH, the ALJ makes a recommendation to the PUC on whether the application should be approved and where and how the line should be routed.

There are several stages of a CCN case:

- The ALJ holds a prehearing conference (usually in Austin) to set a schedule for the case.
- Parties to the case have the opportunity to conduct discovery; that is, obtain facts about the case from other parties.
- A hearing is held (usually in Austin), and parties have an opportunity to cross-examine the witnesses.
- Parties file written testimony before the date of the hearing. Parties that do not file written testimony or statements of position by the deadline established by the ALJ may not be allowed to participate in the hearing on the merits. Parties may file written briefs concerning the evidence presented at the hearing, but are not required to do so. In deciding where to locate the transmission line and other issues presented by the application, the ALJ and Commission rely on factual information submitted as evidence at the hearing by the parties in the case. In order to submit factual information as evidence (other than through cross-examination of other parties' witnesses), a party must have intervened in the docket and filed written testimony on or before the deadline set by the ALJ. The ALJ makes a recommendation, called a **proposal for decision**, to the Commission regarding the case. Parties who disagree with the ALJ's recommendation may file exceptions. The Commissioners discuss the case and decide whether to approve the application. The Commission may approve the ALJ's recommendation, approve it with specified changes, send the case back to the ALJ for further consideration, or deny the application. The written decision rendered by the Commission is called a **final order**. Parties who believe that the Commission's decision is in error may file motions for rehearing, asking the Commission to reconsider the decision. After the Commission rule on the motion for rehearing, parties have the right to appeal the decision to district court in Travis County.

### *Right to Use Private Property*

The Commission is responsible for deciding whether to approve a CCN application for a proposed transmission line. If a transmission line route is approved that impacts your property, the electric utility must obtain the right from you to enter your property and to build, operate, and maintain the transmission line. This right is typically called an easement.

Utilities may buy easements through a negotiated agreement, but they also have the power of eminent domain (condemnation) under Texas law. Local courts, not the PUC, decide issues concerning easements for rights-of-way. The PUC does not determine the value of property.

The PUC final order in a transmission case normally requires a utility to take certain steps to minimize the impact of the new transmission line on landowners' property and on the environment. For example, the order normally requires steps to minimize the possibility of erosion during construction and maintenance activities.

## HOW TO OBTAIN MORE INFORMATION

The PUC's online filings interchange on the PUC website provides free access to documents that are filed with the Commission in Central Records. The docket number, also called a control number on the PUC website, of a case is a key piece of information used in locating documents in the case. You may access the Interchange by visiting the PUC's website home page at [www.puc.state.tx.us](http://www.puc.state.tx.us) and navigate the website as follows:

- Select "Filings."  
Select "Filings Search."  
Select "Filings Search."  
Enter 5-digit Control (Docket) Number. *No other information is necessary.*  
Select "Search." *All of the filings in the docket will appear in order of date filed.*  
Scroll down to select desired filing.  
Click on a blue "Item" number at left.  
Click on a "Download" icon at left.

Documents may also be purchased from and filed in Central Records. For more information on how to purchase or file documents, call Central Records at the PUC at 512-936-7180.

PUC Substantive Rule 25.101, Certification Criteria, addresses transmission line CCNs and is available on the PUC's website, or you may obtain copies of PUC rules from Central Records.

***Always include the docket number on all filings with the PUC. You can find the docket number on the enclosed formal notice.*** Send documents to the PUC at the following address.

Public Utility Commission of Texas  
Central Records  
Attn: Filing Clerk  
1701 N. Congress Avenue  
P.O. Box 13326  
Austin, TX 78711-3326

The information contained within this brochure is not intended to provide a comprehensive guide to landowner rights and responsibilities in transmission line cases at the PUC. This brochure should neither be regarded as legal advice nor should it be a substitute for the PUC's rules. However, if you have questions about the process in transmission line cases, you may call the PUC's Legal Division at 512-936-7260. The PUC's Legal Division may help you understand the process in a transmission line case but cannot provide legal advice or represent you in a case. You may choose to hire an attorney to decide whether to intervene in a transmission line case, and an attorney may represent you if you choose to intervene.

### ***Communicating with Decision-Makers***

***Do not contact the ALJ or the Commissioners by telephone or email. They are not allowed to discuss pending cases with you. They may make their recommendations and decisions only by relying on the evidence, written pleadings, and arguments that are presented in the case.***

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# 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.



PREPARED BY THE OFFICE OF THE ATTORNEY GENERAL OF TEXAS • JANUARY 2022





## 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.



## Comments in Docket No. \_\_\_\_\_

**If you want to be a PROTESTOR only, please complete this form.** Although public comments are not treated as evidence, they help inform the PUC and its staff of the public concerns and identify issues to be explored. The PUC welcomes such participation in its proceedings.

For USPS, send one copy to:

Public Utility Commission of Texas  
Central Records  
P.O. Box 13326  
Austin, TX 78711-3326

For all other delivery or courier services, send one copy to:

Public Utility Commission of Texas  
Central Records  
1701 N. Congress Ave.  
Austin, TX 78701

First Name: \_\_\_\_\_ Last Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Address, City, State: \_\_\_\_\_

**I am NOT requesting to intervene in this proceeding. As a PROTESTOR, I understand the following:**

- I am NOT a party to this case;
- My comments are not considered evidence in this case; and
- I have no further obligation to participate in the proceeding.

**Please check one of the following:**

- ☐ I own property with a habitable structure located near one or more of the utility's proposed routes for a transmission line.
- ☐ One or more of the utility's proposed routes would cross my property.
- ☐ Other. Please describe and provide comments. You may attach a separate page, if necessary. \_\_\_\_\_

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**Signature of person submitting comments:**

\_\_\_\_\_ Date: \_\_\_\_\_

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## Request to Intervene in PUC Docket No.

The following information must be submitted by the person requesting to intervene in this proceeding. This completed form will be provided to all parties in this docket. **If you DO NOT want to be an intervenor, but still want to file comments, please complete the "Comments" page.**

For USPS, send one copy to:

Public Utility Commission of Texas  
Central Records  
P.O. Box 13326  
Austin, TX 78711-3326

For all other delivery or courier services, send one copy to:

Public Utility Commission of Texas  
Central Records  
1701 N. Congress Ave.  
Austin, TX 78701

First Name: \_\_\_\_\_ Last Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Address, City, State: \_\_\_\_\_

Email Address: \_\_\_\_\_

**I am requesting to intervene in this proceeding. As an INTERVENOR, I understand the following:**

- I am a party to the case;
- I am required to respond to all discovery requests from other parties in the case;
- If I file testimony, I may be cross-examined in the hearing;
- If I file any documents in the case, I will have to provide a copy of that document to every other party in the case; and
- I acknowledge that I am bound by the Procedural Rules of the Public Utility Commission of Texas (PUC) and the State Office of Administrative Hearings (SOAH).

**Please check one of the following:**

- ☐ I own property with a habitable structure located near one or more of the utility's proposed routes for a transmission line.
- ☐ One or more of the utility's proposed routes would cross my property.
- ☐ Other. Please describe and provide comments. You may attach a separate page, if necessary.

**Signature of person requesting intervention:**

\_\_\_\_\_ Date: \_\_\_\_\_

Effective: April 8, 2020



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## **ATTACHMENT 8**

Written Direct Notice to Electric Utilities Located within Five Miles

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**ATTACHMENT 8**

**WRITTEN DIRECT NOTICE TO ELECTRIC UTILITIES LOCATED WITHIN FIVE MILES**

<b>COMPANY</b>	<b>NAME</b>	<b>ADDRESS</b>	<b>CITY</b>	<b>STATE</b>	<b>ZIP CODE</b>
ENERGY	ERIKA GARCIA	919 CONGRESS AVE., SUITE 740	AUSTIN	TX	78701
ENERGY	BRAD COLEMAN	8630 EASTEX FREEWAY	BEAUMONT	TX	77708

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*Application of CenterPoint Energy Houston Electric, LLC to Amend a Certificate of Convenience and Necessity for a Proposed 138 kV Transmission Line within Chambers County, Texas*

**PUBLIC UTILITY COMMISSION OF TEXAS DOCKET NO. 5536**

This notice is provided to inform you of CenterPoint Energy Houston Electric, LLC's (CenterPoint Energy) intent to construct a 138 kilovolt (kV) double-circuit transmission line from CenterPoint Energy's existing transmission line that crosses SH146, about 0.6 miles due north of I-10 to one of the proposed substation sites; located on the east side of Needlepoint Rd and north of Kilgore Parkway (29°48'27.84"N, 94°52'8.25"W) or north of Kilgore Parkway ¾ mile east of the Grand Parkway (29°48'27.21"N, 94°52'47.03"W). The proposed transmission line will be approximately 2.27 to 5.66 miles long depending upon the route certificated by the Public Utility Commission of Texas (PUC). The estimated cost of this project ranges from approximately \$59,741,000 to \$98,779,000.

If you have questions about the transmission line, you can visit our Kilgore Substation project website at <https://www.centerpointenergy.com/kilgoresubstation>, contact Mr. Wes Padgett at (713) 207-6490, or e-mail [kilgoresubstation@centerpointenergy.com](mailto:kilgoresubstation@centerpointenergy.com).

**All routes and route segments included in this notice are available for selection and approval by the Public Utility Commission of Texas.**

The enclosed brochure entitled "Landowners and Transmission Line Cases at the PUC" provides basic information about how you may participate in this docket, and how you may contact the PUC. Please read this brochure carefully. The brochure includes sample forms for making comments and for making a request to intervene as a party in this docket. *The only way to fully participate in the PUC's decision on where to locate the transmission line is to intervene in the docket. It is important for an affected person to intervene, because the utility is not obligated to keep affected persons informed of the PUC's proceedings and cannot predict which route may or may not be approved by the PUC.*

In addition to the contacts listed in the brochure, you may call the PUC's Customer Assistance Hotline at (888) 782-8477. Hearing- and speech-impaired individuals with text telephones (TTY) may contact the PUC's Customer Assistance Hotline at (512) 936-7136 or toll free at (800) 735-2989.

Pursuant to Commission Order No. 1 in this docket, issued August 16, 2023, the deadline to file a motion in this proceeding is 30 days from the date CenterPoint Energy filed its application. CenterPoint Energy filed its application on August 30, 2023. Accordingly, the deadline for intervention in the docket is September 29, 2023, and the PUC should receive a letter from anyone requesting intervention by that date.

Mail the request for intervention and 10 copies of the request to:

Public Utility Commission of Texas  
Central Records  
Attn: Filing Clerk  
1701 N. Congress Ave.  
P.O. Box 13326  
Austin, Texas. 78711-3326

Persons who wish to intervene in the docket must also mail a copy of their request for intervention to all parties in the docket and all persons that have pending motions to intervene, at or before the time the request for intervention is mailed to the PUC. In addition to the intervention deadline, other important deadlines

may already exist that affect your participation in this docket. You should review the orders and other filings already made in the docket. The enclosed brochure explains how you can access these filings.

Enclosures: Route Descriptions  
Notice Map  
Landowners and Transmission Line Cases at the PUC  
State of Texas Landowner Bill of Rights  
Comment Form  
Request to Intervene Form

**CenterPoint Energy Houston Electric, LLC  
138 kV Kilgore Substation Project in  
Chambers County  
PUCT Docket No. 55365  
Description of the Proposed Alternative Routes**

CenterPoint Energy Houston Electric, LLC (“CenterPoint Energy”) has filed an application with the Public Utility Commission of Texas (“PUC”) to obtain a Certificate of Convenience and Necessity (“CCN”) to construct the proposed 138 kV Kilgore Substation Project in Chambers County, Texas. In its CCN application for this project, CenterPoint Energy has presented twenty alternative routes comprised of 76 segments for consideration by the PUC. The following table lists the link combinations that make up CenterPoint Energy’s twenty alternative routes and the length of each alternative route in miles. **All routes and route links are available for selection and approval by the PUC. Only one multi-segment transmission line route will ultimately be constructed. Alternative Routes are not listed in any order of preference or priority.**

Proposed Alternative Route Number	Segment Composition	Length (Miles)
1	B1-C1-D2-E3-F2-G2-H1-K1-L2-M12-M13	3.27
2	B1-D3-E1-E2-F3-G3-H2-K2-K3-M2-M11-M13	2.93
3	B1-D3-E3-F1-F3-G3-H2-K2-K3-M2-N21-N23	2.75
4	B1-D3-E3-F2-G1-G3-H2-I1-K4-N31-N33	3.19
5	A1-B2-C2-C1-D1-E2-F3-G4-K1-L2-M12-M13	3.08
6	A1-B2-C3-C4-E4-K5-M5-M41-M42-M3-M2-M11-M13	2.69
7	A1-B2-C3-C4-E4-K5-M-M41-M42-N31-O33	2.27
8	A2-B3-B5-C4-E4-K5-N5-O31-O33	2.55
9	A2-B3-C5-D5-D4-E4-K5-M5-M41-M42-N31-N33	2.44
10	A2-B3-C5-D5-E5-I3-I2-K4-N31-N33	2.49
11	A2-B3-C5-D5-E5-I3-K5-N5-O31-O33	2.50
12	A2-B3-C5-D5-E5-K6-N5-O31-O33	2.52
13	A2-B4-C6-D6-D5-D4-E4-K5-M15-M41-M42-M3-M2-N21-N23	2.99
14	A2-B4-C7-E6-I4-I3-I2-I1-K2-K3-M2-N21-N23	2.97
15	A3-A4-S3-Q1-P1-P4-N42-N41-M41-M42-M3-M2-N21-N23	5.42
16	A3-A4-S3-Q1-P1-P4-O31-O33	4.43
17	A3-A4-S3-Q1-P1-P4-O31-O33	4.55
18	A3-A4-S3-R2-Q2-P2-P1-P4-O31-O32-N32-N31-M3-M2-N21-N23	5.66
19	A3-A4-S3-R2-Q2-P3-P4-O31-O33	4.63
20	A3-I5-I3-I2-I1-K2-K3-M2-N21-N23	3.89

*Note: All distances of the routes above are approximate and rounded to the nearest tenths of a mile. The distances of individual Segments described below are rounded to the hundredths of a mile and may not sum to the total length of route presented above due to rounding.*



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The following narrative, along with the enclosed map, provides a detailed description of the Segments that form the twenty alternative routes for consideration by the PUC for the 138 kV Kilgore Substation Project.

*Note: A “pipeline corridor”, as referenced in the segment descriptions below, may contain more than one pipeline.*

**Link A1**

Link A1 begins at an existing transmission line and proceeds in an east northeasterly direction approximately 80 feet to the intersection of Links A1 and B2. This segment crosses an existing transmission line.

**Link A2**

Link A2 begins at an existing transmission line and proceeds in a south southeasterly direction approximately 410 feet to an angle point. From this angle point, Link A2 proceeds in a southerly direction approximately 450 feet to an angle point. From this angle point, Link A2 proceeds in a southerly direction approximately 410 feet to an angle point. From this angle point, Link A2 proceeds in an east southeasterly direction for approximately 370 feet to the intersection of Links A2, B3, and B4.

**Link A3**

Link A3 begins at an existing transmission line and proceeds in a southwesterly direction approximately 160 feet. This segment of Link A3 crosses a highly volatile liquids pipeline, a refined liquids pipeline, a natural gas pipeline, and two existing transmission lines. From this angle point, Segment A3 proceeds in a southeasterly direction approximately 1,770 feet to an angle point. This segment of Link A3 crosses two highly volatile liquids pipelines. From this angle point, Link A3 proceeds in a southerly direction approximately 2,790 feet to the intersection of Links A3, A4 and I5. This segment of Link A3 crosses an unnamed stream, three highly volatile liquid pipelines, IH 10, and a natural gas pipeline and another unnamed stream.

**Link A4**

From the intersection of Links A3, A4, and I5, Link A4 proceeds in a southerly direction approximately 3,200 feet to an angle point. This segment of Link A4 crosses Old Needlepoint Road. From this angle point, Link A4 proceeds in a south southeasterly direction approximately 5,120 feet to the intersection of Links A4 and S3. This segment of Link A4 crosses an unnamed stream, Lynwood Drive, a highly volatile liquids pipeline, a railroad, Pinehurst Road, El Chaco Rd, two natural gas pipelines, a crude oil pipeline, and a highly volatile liquids pipeline.

**Link B1**

Link B1 begins at an existing transmission line and proceeds in an east northeasterly direction approximately 1,210 feet to a slight angle point. This segment of Link B1 crosses an unnamed stream. From this slight angle point, Link B1 proceeds in a northeasterly direction approximately 460 feet to an angle point. This segment of Link B1 crosses a crude oil pipeline, two highly volatile liquids pipelines and another gas pipeline. From this angle point, Link B1 proceeds in a southeasterly direction approximately 1,380 feet to the intersection of Links B1, C1, C2, and D3. This segment of Link B1 crosses an unnamed stream.

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**Link B2**

From the intersection of Links A1 and B2, Link B2 proceeds in a south southeasterly direction approximately 330 feet to the intersection of Links B2, C2, and C3. Link B2 crosses Langston Drive.

**Link B3**

From the intersection of Links A2, B3, and B4, Link B3 proceeds in a south southeasterly direction approximately 770 feet to an angle point. This segment of Link B3 crosses an unnamed stream, two highly volatile liquid pipelines, and Langston Drive. From this angle point, Link B3 proceeds in a southeasterly direction approximately 520 feet to the intersection of Links B3, B5, and C5.

**Link B4**

From the intersection of Links A2, B3, and B4, Link B4 proceeds in a southerly direction approximately 640 feet to an angle point. This segment of Link B4 crosses an unnamed stream, two highly volatile liquid pipelines, and Langston Drive. From this angle point, Link B4 proceeds in a southwesterly direction for approximately 430 feet to an angle point. From this angle point, Link B4 proceeds in a south southeasterly direction approximately 1,100 feet to the intersection of Links B4, C6, and C7. This segment of Link B4 crosses IH 10.

**Link B5 (bi-directional)**

From the intersection of Links B5, C3, and C4, Link B5 proceeds in a west southwesterly direction approximately 560 feet to the intersection of Links B3, B5, and C5.

**Link C1**

From the intersection of Links B1, C1, C2, and D3, Link C1 proceeds in a northeasterly direction approximately 1,160 feet to the intersection of Links C1, D1, and D2. Link C1 crosses twelve highly volatile liquid pipelines, three natural gas pipelines, a crude oil pipeline, and another gas pipeline.

**Link C2**

From the intersection of Links B2, C2, and C3, Link C2 proceeds in a northeasterly direction approximately 1,970 feet to the intersection of Links B1, C1, C2, and D3. Link C2 crosses an unnamed stream, a crude oil pipeline, two highly volatile liquid pipelines, and another gas pipeline.

**Link C3**

From the intersection of Links B2, C2, and C3, Link C3 proceeds in a west southwesterly direction approximately 1,460 feet to an angle point. This segment of Link C3 crosses nine highly volatile liquid pipelines, one refined liquid product pipeline, an existing transmission line, and another gas pipeline. From this angle point, Link C3 proceeds in a south southeasterly direction approximately 550 feet to the intersection of Links B5, C3, and C4.

**Link C4**

From the intersection of Links B5, C3, and C4, Link C4 proceeds in a south southeasterly direction approximately 320 feet to an angle point. From this angle point, Link C4 proceeds in an easterly direction approximately 690 feet to an angle point. This segment of Link C4 crosses nine highly volatile liquid pipelines, 2 other gas pipelines, a natural gas pipeline, a crude oil pipeline, and a refined liquid product

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pipeline. From this angle point, Link C4 proceeds in a south southeasterly direction approximately 970 feet to the intersection of Links C4, D4, and E4. This segment of Link C4 crosses IH 10.

**Link C5**

From the intersection of Links B3, B5, and C5, Link C5 proceeds in a south southeasterly direction approximately 250 feet to a slight angle point. From this slight angle point, Link C5 proceeds in a south southeasterly direction approximately 400 feet to a slight angle point. This segment of Link C5 crosses IH 10. From this slight angle point, Link C5 proceeds in a south southeasterly direction approximately 660 feet to the intersection of Links C5, D5, and D6. This segment of Link C5 crosses an unnamed stream.

**Link C6**

From the intersection of Links B4, C6, and C7, Link C6 proceeds in a south southeasterly direction approximately 600 feet to a slight angle point. From this slight angle point, Link C6 proceeds in a southeasterly direction approximately 390 feet to the intersection of Links C6 and Link D6. This segment of Link C6 crosses an unnamed stream.

**Link C7**

From the intersection of Links B4, C6, and C7, Link C7 proceeds in a south southeasterly direction approximately 1,060 feet to the intersection of Links C7 and E6. Link C7 crosses an unnamed stream.

**Link D1**

From the intersection of Links C1, D1, and D2, Link D1 proceeds in an east northeasterly direction approximately 390 feet to an angle point. From this angle point Link D1 proceeds in an east southeasterly direction approximately 610 feet to an angle point. This segment of Link D1 crosses Cedar Point Lateral. From this angle point, Link D1 proceeds in a south southeasterly direction approximately 1,030 feet to an angle point. From this angle point, Link D1 proceeds in a south southeasterly direction approximately 610 feet to the intersection of Links D1, E1, and E2. This segment of Link D1 crosses nine highly volatile liquid pipelines.

**Link D2**

From the intersection of Links C1, D1, and D2, Link D2 proceeds in a south southeasterly direction approximately 1,420 feet to an angle point. From this angle point, Link D2 proceeds in a southeasterly direction approximately 600 feet to the intersection of Links D2, D3, E1, and E3. This segment of Link D2 crosses seven highly volatile liquid pipelines.

**Link D3**

From the intersection of Links C1, C2, B1, and D3, Link D3 proceeds in a southeasterly direction for approximately 1,950 feet to an angle point. This segment of Link D3 crosses a crude oil pipeline, a natural gas pipeline, nine highly volatile liquid pipelines, and another gas pipeline. From this angle point, Link D3 proceeds east northeasterly direction approximately 1,200 feet to the intersection of Links D2, D3, E1, and E3. This segment of Link D3 crosses a highly volatile liquid pipeline and an unnamed waterbody.

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**Link D4 (bi-directional)**

From the intersection of Links C4, D4, and E4, Link D4 proceeds in a westerly direction approximately 330 feet to an angle point. This segment of Link D4 crosses six highly volatile liquid pipelines, another gas pipeline, a natural gas pipeline, and a crude oil pipeline. From this angle point, Link D4 proceeds in a west, southwesterly direction approximately 440 feet to the intersection of Links D4, D5, and E5. This segment of Link D4 crosses four highly volatile liquid pipelines, another gas pipeline, a refined liquid product pipeline, and an unnamed stream.

**Link D5**

From the intersection of Links C5, D5, and D6, Link D5 proceeds in an east northeasterly direction approximately 340 feet to the intersection of Links D4, D5, and E5.

**LinkD6**

From the intersection of Links C6 and D6, Link D6 proceeds in an east northeasterly direction approximately 850 feet to the intersection of Links C5, D5, and D6.

**Link E1**

From the intersection of Links D2, D3, E1, and E3, Link E1 proceeds in an east northeasterly direction approximately 500 feet to the intersection of Links D1, E1, and E2. Link E1 crosses two highly volatile liquid pipelines and Cedar Point Lateral.

**Link E2**

From the intersection of Links D1, E1, and E2, Link E2 proceeds in a south southeasterly direction approximately 830 feet to an angle point. This segment of Link E2 crosses a natural gas pipeline. From this angle point, Link E2 proceeds in a southerly direction approximately 460 feet to the intersection of Links E2, F1, and F3.

**Link E3**

From the intersection of Links D2, D3, E1, and E3, Link E3 proceeds in a south southeasterly direction approximately 1,210 feet to the intersection of Links E3, F1, and F2. Link E3 crosses two highly volatile liquid pipelines.

**Link E4**

From the intersection of Links C4, D4, and E4, Link E4 proceeds in a south southeasterly direction approximately 1,150 feet to a slight angle point. This segment of Link E4 crosses an unnamed stream. From this slight angle point, Link E4 proceeds in a south southeasterly direction approximately 460 feet to a slight angle point. From this slight angle point, Link E4 proceeds in a south southeasterly direction approximately 290 feet to the intersection of Links E4, I2, I3, and K5. This segment of Link E4 crosses Old Needle Point Road.

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**Link E5**

From the intersection of Links D4, D5, and E5, Link E5 proceeds in a south southeasterly direction approximately 1,520 feet to an angle point. From this angle point, Link E5 proceeds in a southeasterly direction approximately 400 feet to the intersection of Links E5, I3, I4, and K6. This segment of Link E5 crosses Old Needle Point Road.

**Link E6**

From the intersection of Links C7 and E6, Link E6 proceeds in a south southeasterly direction approximately 1,080 feet to an angle point. From this angle point, Link E6 proceeds in an easterly direction approximately 510 feet to an angle point. From this angle point, Link E6 proceeds in an easterly direction approximately 640 feet to the intersection of Links E5, I4, and I5. This segment of Link E6 crosses Old Needle Point Road.

**Link F1 (bi-directional)**

From the intersection of Links E3, F1, and F2, Link F1 proceeds in an easterly direction approximately 310 feet to the intersection of Links E2, F1, and F3. Link F1 crosses Cedar Point Lateral and a natural gas pipeline.

**Link F2**

From the intersection of Links E3, F1, and F2, Link F2 proceeds in a southerly direction approximately 450 feet to the intersection of Links F2, G1, and G2. Link F2 crosses IH 10.

**Link F3**

From the intersection of Links E2, F1, and F3, Link F3 proceeds in a southerly direction approximately 450 feet to the intersection of Links F3, G1, G3, and G4. Link F3 crosses a natural gas pipeline and IH 10.

**Link G1 (bi-directional)**

From the intersection of Links F2, G1, and G2, Link G1 proceeds in an easterly direction approximately 350 feet to the intersection of Links F3, G1, G3, and G4. Link G1 crosses Cedar Point Lateral, Needlepoint Road, and a natural gas pipeline.

**Link G2**

From the intersection of Links F2, G1, and G2, Link G2 proceeds in a south southwesterly direction approximately 370 feet to an angle point. From this angle point, Link G2 proceeds in southerly direction approximately 670 feet to an angle point. From this angle point, Link G2 proceeds in an easterly direction approximately 500 feet to the intersection of Links G2, G3, H1, and H2. This segment of Link G2 crosses Cedar Point Lateral and Needlepoint Road.

**Link G3**

From the intersection of Links F3, G1, G3, and G4, Link G3 proceeds in a southerly direction approximately 450 feet to a slight angle point. This segment of Link G3 crosses a natural gas pipeline. From this slight angle point, Link G3 proceeds in a southerly direction approximately 570 feet to the intersection of Links G2, G3, H1, and H2.

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**Link G4 (bi-directional)**

From the intersection of Links F3, G1, G3, and G4, Link G4 proceeds in an easterly direction approximately 1,230 feet to an angle point. From this angle point, Link G4 proceeds in an east southeasterly direction approximately 410 feet to an angle point. This segment of Link G4 crosses an unnamed stream. From this angle point, Link G4 proceeds in a south southeasterly direction approximately 1,020 feet to the intersection of Link G4, H1, and K1.

**Link H1**

From the intersection of Links G2, G3, H1, and H2, Link H1 proceeds in an easterly direction approximately 2,130 feet to the intersection of Links G4, H1, and K1. Link H1 crosses a natural gas pipeline and an unnamed stream.

**Link H2 (bi-directional)**

From the intersection of Links G2, G3, H1, and H2, Link H2 proceeds in a southerly direction approximately 1,790 feet to an angle point. From this angle point, Link H2 proceeds in a west southwesterly direction approximately 350 feet to the intersection of Links H2, I1, and K2. This segment of Link H2 crosses Needlepoint Road and Cedar Point Lateral.

**Link I1 (bi-directional)**

From the intersection of Links I1, I2, and K4, Link I1 proceeds in an easterly direction approximately 1,830 feet to the intersection of Links H2, I1, and K2. Link I1 crosses a crude oil pipeline.

**Link I2**

From the intersection of Links E4, I2, I3, and K5, Link I2 proceeds in an easterly direction approximately 2,420 feet to the intersection of Links I1, I2, and K4. Link I2 crosses seven highly volatile liquid pipelines.

**Link I3**

From the intersection of Links E5, I3, I4, and K6, Link I3 proceeds in an easterly direction approximately 600 feet to the intersection of Links E4, I2, I3, and K5. Link I3 crosses 10 highly volatile liquid pipelines, two other gas pipelines, a refined liquid product pipeline, a natural gas pipeline, and a crude oil pipeline.

**Link I4**

From the intersection of Links E6, I4, and I5, Link I4 proceeds in an easterly direction approximately 560 feet to the intersection of Links E5, I3, I4, and K6.

**Link I5**

From the intersection of Links A3, A4, and I5, Link I5 proceeds in an easterly direction approximately 1,360 feet to an angle point. This segment of Link I5 crosses a highly volatile liquid pipeline, two existing transmission lines, a refined liquid pipeline, and a natural gas pipeline. From this angle point, Link I5 proceeds in a south southwesterly direction approximately 1,180 feet to an angle point. From this angle point, Link I5 proceeds in a southeasterly direction approximately 530 feet to an angle point. From this angle point, Link I5 proceeds in an east northeasterly direction approximately 600 feet to an angle point. This segment of Link I5 crosses two highly volatile liquid pipelines, a natural gas pipeline, another gas pipeline, and SH 146. From this angle point, Link I5 proceeds in an easterly direction approximately 510

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feet to an angle point. This segment of Link I5 crosses a natural gas pipeline and Old Needle Point Road. From this angle point, Link I5 proceeds in an east northeasterly direction approximately 1,990 feet to a slight angle point. From this slight angle point, Link I5 proceeds in an east northeasterly direction approximately 670 feet to an angle point. This segment of Link I5 crosses a natural gas pipeline. From this angle point, Link I5 proceeds in an easterly direction approximately 420 feet to the intersection of Links E6, I4, and I5.

**Link K1**

From the intersection of Links G4, H1, and K1, Link K1 proceeds in south southeasterly direction approximately 540 feet to a slight angle point. From this slight angle point, Link K1 proceeds in a south southeasterly direction approximately 1,380 feet to an angle point. From this angle point, Link K1 proceeds in a southerly direction approximately 420 feet to the intersection of Links K1 and L2.

**Link K2**

From the intersection of Links H2, I1, and K2, Link K2 proceeds in a south southeasterly direction approximately 420 feet to the intersection of Links K2 and K3.

**Link K3**

From the intersection of Links K2 and K3, Link K3 proceeds in a south southeasterly direction approximately 160 feet to a slight angle point. From this slight angle point, Link K3 proceeds in a southerly direction approximately 710 feet to a slight angle point. From this slight angle point, Link K3 proceeds in a southerly direction approximately 580 feet to the intersection of Links K3, M2, and M3. This segment of Link K3 crosses an unnamed stream.

**Link K4**

From the intersection of Links I1, I2, and K4, Link K4 proceeds in a southerly direction approximately 1,860 feet to the intersection of Links K4, M3, M42, and N31. Link K4 crosses an unnamed stream.

**Link K5**

From the intersection of Links E4, I2, I3, and K5, Link K5 proceeds in a south southeasterly direction approximately 1,190 feet to an angle point. From this angle point, Link K5 proceeds in a southeasterly direction approximately 370 feet to an angle point. From this angle point, Link K5 proceeds in a southerly direction approximately 420 feet to the intersection of Links K5, K6, M5, and N5. This segment of Link K5 crosses an unnamed stream.

**Link K6**

From the intersection of Links E5, I3, I4, and K6, Link K6 proceeds in a south southeasterly direction approximately 1,910 feet to an angle point. This segment of Link K6 crosses a natural gas pipeline, and an unnamed stream. From this angle point, Link K6 proceeds in an easterly direction approximately 790 feet to the intersection of Links K5, K6, M5, and N5. This segment of Link K6 crosses ten highly volatile liquid pipelines, two other gas pipelines, two natural gas pipelines, a refined liquid product pipeline, a crude oil pipeline, and an unnamed stream.

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**Link L2**

From the intersection of Links K1 and L2, Link L2 proceeds in a southerly direction approximately 600 feet to an angle point. From this angle point, Link L2 proceeds in a south southwesterly direction approximately 1,070 feet to the intersection of Links L2 and M12. This segment of Link L2 crosses an unnamed stream.

**Link M11**

From the intersection Links M11, M12, and M13, Link M11 proceeds in a westerly direction approximately 1,120 feet to the intersection of Links M11, M2, and N21.

**Link M12**

From the intersection of Links L2 and M12, Link M12 proceeds in a westerly direction approximately 1,080 feet to the intersection of Links M11, M12, and M13.

**Link M13**

From the intersection of Links M11, M12, and M13, Link M13 proceeds in a southerly direction approximately 600 feet to a potential endpoint.

**Link M2 (bi-directional)**

From the intersection of Links K3, M2, and M3, Link M2 proceeds in an easterly direction approximately 310 feet to the intersection of Links M11, M2, and N21. Link M2 crosses Cedar Point Lateral, Needlepoint Road, and a natural gas pipeline.

**Link M3 (bi-directional)**

From the intersection of Links K4, M3, M42, and N31, Link M3 proceeds in an easterly direction approximately 1,990 feet to the intersection of Links K3, M2, and M3. Link M3 crosses a crude oil pipeline.

**Link M41 (bi-directional)**

From the intersection of Links M41, M5, and N41, Link M41 proceeds in an easterly direction approximately 720 feet to the intersection of Links M41 and M42. Link M41 crosses an unnamed stream and nine highly volatile liquid pipelines.

**Link M42 (bi-directional)**

From the intersection of Links M41 and M42, Link M42 proceeds in an easterly direction approximately 620 feet to the intersection of Links K4, M3, M42, and N31. Link M42 crosses an unnamed stream.

**Link M5**

From the intersection of Links K5, K6, M5, and N5, Link M5 proceeds in a westerly direction approximately 540 feet to the intersection of Links M41, M5, and N41.

**Link N21**

From the intersection of Links M11, M2, and N21, Link N21 proceeds in a southerly direction approximately 400 feet to the intersection of Links N21 and N23.



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**Link N23**

From the intersection of Links N21 and N23, Link N23 proceeds in a westerly direction approximately 600 feet to a potential endpoint.

**Link N31**

From the intersection of Links K4, M3, M42, and N31, Link N31 proceeds in a southerly direction approximately 1,200 feet to the intersection of Links N31, N32, and N33.

**Link N32 (bi-directional)**

From the intersection of Links N32 and O32, Link N32 proceeds in a north northwesterly direction approximately 730 feet to the intersection of Links N31, N32, and N33.

**Link N33**

From the intersection of Links N31, N32, and N33, Link N33 proceeds in a westerly direction approximately 590 feet to a potential endpoint.

**Link N41 (bi-directional)**

From the intersection of Links M41, M5, and N41, Link N41 proceeds in a southerly direction approximately 1,140 feet to the intersection of Links N41, and N42.

**Link N42 (bi-directional)**

From the intersection of Links N41 and N42, Link N42 proceeds in a southerly direction approximately 1,180 feet to the intersection of Links N42, N5, O31, and P4. Link N42 crosses two highly volatile liquid pipelines.

**Link N5 (bi-directional)**

From the intersection of Links K5, K6, M5, and N5, Link N5 proceeds in a south southeasterly direction approximately 1,800 feet to an angle point. From this angle point, Link N5 proceeds in a south southeasterly direction approximately 600 feet to the intersection of Links N42, N5, O31, and P4. This segment of Link N5 crosses two highly volatile liquid pipelines.

**Link O31**

From the intersection of Links N42, N5, O31, and P4, Link O31 proceeds in an east northeasterly direction approximately 1,120 feet to the intersection of Links O31, O32, and O33. Link O31 crosses an unnamed stream and seven highly volatile liquid pipelines.

**Link O32**

From the intersection of Links O31, O32, and O33, Link O32 proceeds in an east northeasterly direction approximately 420 feet to the intersection of Links N32 and O32. Link O32 crosses an unnamed stream.

**Link O33**

From the intersection of Links O31, O32, and O33, Link O33 proceeds in a north northwesterly direction approximately 600 feet to a potential endpoint.

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**Link P1**

From the intersection of Links P1, P2, and Q1, Link P1 proceeds in a northerly direction approximately 470 feet to an angle point. This segment of Link P1 crosses a natural gas pipeline. From this angle point, Link P1 proceeds in an east northeasterly direction approximately 1,880 feet to the intersection of Links P1, P3, and P4.

**Link P2 (bi-directional)**

From the intersection of Links P2, P3, and Q2, Link P2 proceeds in a northwesterly direction approximately 500 feet to the intersection of Links P1, P2, and Q1. Link P2 crosses two natural gas pipelines, seven highly volatile liquid pipelines, a crude oil pipeline, a refined liquid product pipeline, and two other gas pipelines.

**Link P3**

From the intersection of Links P2, P3, and Q2, Link Q2 proceeds in an east northeasterly direction approximately 1,520 feet to an angle point. This segment of Link P3 crosses two highly volatile liquid pipelines. From this angle point, Link P3 proceeds in a northerly direction approximately 970 feet to the intersection of Links P1, P3, and P4. This segment of Link P3 crosses ten highly volatile liquid pipelines, two other gas pipelines, three natural gas pipelines, a refined liquid product pipeline, and a crude oil pipeline.

**Link P4**

From the intersection of Links P1, P3 and P4, Link P4 proceeds in a northeasterly direction approximately 620 feet to the intersection of Links N42, N5, O31, and P4. Link P4 crosses twelve highly volatile liquid pipelines, two other gas pipelines, two natural gas pipelines, a refined liquid product pipeline, a crude oil pipeline, an unnamed stream, and Kilgore Parkway.

**Link Q1**

From the intersection of Links R2, S3, and Q1, Link Q1 proceeds in a northwesterly direction approximately 640 feet to an angle point. This segment of Link Q1 crosses a highly volatile liquid pipeline, a crude oil pipeline, and two natural gas pipelines. From this angle point, Link Q1 proceeds in an east northeasterly direction approximately 3,080 feet to an angle point. This segment of Link Q1 crosses four natural gas pipelines and an unnamed stream. From this angle point, Link Q1 proceeds in an east northeasterly direction approximately 570 feet to the intersection of Links P1, P2, and Q1.

**Link Q2**

From the intersection of Links Q2 and R2, Link Q2 proceeds in an east northeasterly direction approximately 2,520 feet to an angle point. This segment of Link Q2 crosses Horsepen Bayou, and two natural gas pipelines. From this angle point, Link Q2 proceeds in an east northeasterly direction approximately 1,540 feet to an angle point. From this angle point, Link Q2 proceeds in a north northeasterly direction approximately 430 feet to the intersection of Links P2, P3, and Q2. This segment of Link Q2 crosses an unnamed stream.

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Description of the Proposed Alternative Routes**

**Link R2 (bi-directional)**

From the intersection of Links Q2 and R2, Link R2 proceeds in a north northwesterly direction approximately 710 feet to the intersection of Links Q1, R2, and S3. Link R2 crosses two other gas pipelines, six highly volatile liquid pipelines, a natural gas pipeline, and a refined liquid product pipeline.

**Link S3**

From the intersection of Links A4 and S3, Link S3 proceeds in an east northeasterly direction approximately 1,390 feet to the intersection of Links Q1, R2, and S3. Link S3 crosses two highly volatile liquid pipelines, a refined liquid product pipeline, a natural gas pipeline, two existing transmission lines, and a railroad.



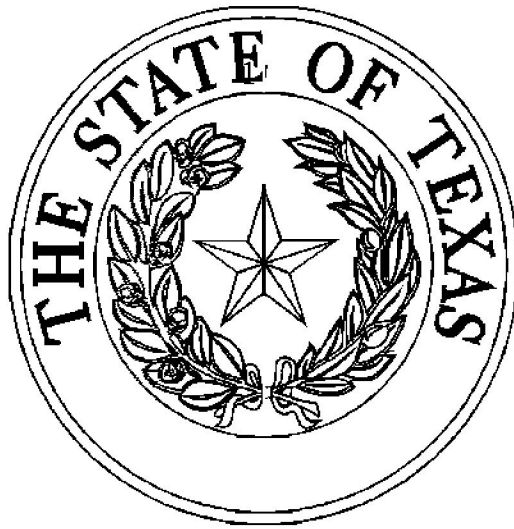
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# **Landowners and Transmission Line Cases at the PUC**

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*Public Utility Commission of Texas*



1701 N. Congress Avenue  
P.O. Box 13326  
Austin, Texas 78711-3326  
(512) 936-7260  
[www.puc.state.tx.us](http://www.puc.state.tx.us)

Effective: June 1, 2011

## ***Purpose of This Brochure***

This brochure is intended to provide landowners with information about proposed new transmission lines and the Public Utility Commission's ("PUC" or "Commission") process for evaluating these proposals. At the end of the brochure is a list of sources for additional information.

The following topics are covered in this brochure:

- How the PUC evaluates whether a new transmission line should be built,
- How you can participate in the PUC's evaluation of a line, and
- How utilities acquire the right to build a transmission line on private property.

You are receiving the enclosed formal notice because one or more of the routes for a proposed transmission line may require an easement or other property interest across your property, or the centerline of the proposed project may come within 300 feet of a house or other habitable structure on your property. This distance is expanded to 500 feet if the proposed line is greater than 230 kilovolts (kV). For this reason, your property is considered **directly affected land**. This brochure is being included as part of the formal notice process.

If you have questions about the proposed routes for a transmission line, you may contact the applicant. The applicant also has a more detailed map of the proposed routes for the transmission line and nearby habitable structures. The applicant may help you understand the routing of the project and the application approval process in a transmission line case but cannot provide legal advice or represent you. *The applicant cannot predict which route may or may not be approved by the PUC. The PUC decides which route to use for the transmission line, and the applicant is not obligated to keep you informed of the PUC's proceedings. The only way to fully participate in the PUC's decision on where to locate the transmission line is to intervene, which is discussed below.*

The PUC is sensitive to the impact that transmission lines have on private property. At the same time, transmission lines deliver electricity to millions of homes and businesses in Texas, and new lines are sometimes needed so that customers can obtain reliable, economical power.

The PUC's job is to decide whether a transmission line application should be approved and on which route the line should be constructed. The PUC values input from landowners and encourages you to participate in this process by intervening in the docket.

## ***PUC Transmission Line Case***

Texas law provides that most utilities must file an application with the PUC to obtain or amend a Certificate of Convenience and Necessity (CCN) in order to build a new transmission line in Texas. The law requires the PUC to consider a number of factors in deciding whether to approve a proposed new transmission line.

The PUC may approve an application to obtain or amend a CCN for a transmission line after considering the following factors:

- Adequacy of existing service;
- Need for additional service;
- The effect of approving the application on the applicant and any utility serving the proximate area;
- Whether the route utilizes existing compatible rights-of-way, including the use of vacant positions on existing multiple-circuit transmission lines;
  - Whether the route parallels existing compatible rights-of-way;
  - Whether the route parallels property lines or other natural or cultural features;
  - Whether the route conforms with the policy of prudent avoidance (which is defined as the limiting of exposures to electric and magnetic fields that can be avoided with reasonable investments of money and effort); and
  - Other factors such as community values, recreational and park areas, historical and aesthetic values, environmental integrity, and the probable improvement of service or lowering of cost to consumers in the area.

If the PUC decides an application should be approved, it will grant to the applicant a CCN or CCN amendment to allow for the construction and operation of the new transmission line.



### ***Application to Obtain or Amend a CCN:***

An application to obtain or amend a CCN describes the proposed line and includes a statement from the applicant describing the need for the line and the impact of building it. In addition to the routes proposed by the applicant in its application, the possibility exists that additional routes may be developed, during the course of a CCN case, that could affect property in a different manner than the original routes proposed by the applicant.

The PUC conducts a case to evaluate the impact of the proposed line and to decide which route should be approved. Landowners who would be affected by a new line can:

- informally file a protest, or
- formally participate in the case as an intervenor.

### ***Filing a Protest (informal comments):***

If you do not wish to intervene and participate in a hearing in a CCN case, you may file **comments**. An individual or business or a group who files only comments for or against any aspect of the transmission line application is considered a “protestor.”

Protestors make a written or verbal statement in support of or in opposition to the utility’s application and give information to the PUC staff that they believe supports their position.

Protestors are **not** parties to the case, however, and do not have the right to:

- Obtain facts about the case from other parties;
- Receive notice of a hearing, or copies of testimony and other documents that are filed in the case;
- Receive notice of the time and place for negotiations;
- File testimony and/or cross-examine witnesses;
- Submit evidence at the hearing; or
- Appeal P.U.C. decisions to the courts.

If you want to make comments, you may either send written comments stating your position, or you may make a statement on the first day of the hearing. If you have not intervened, however, you will not be able to participate as a party in the hearing. Only parties may submit evidence and ***the PUC must base its decision on the evidence.***

### ***Intervening in a Case:***

To become an intervenor, you must file a statement with the PUC, no later than the date specified in the notice letter sent to you with this brochure, requesting intervenor status (also referred to as a party). This statement should describe how the proposed transmission line would affect your property. Typically, intervention is granted only to directly affected landowners. However, any landowner may request to intervene and obtain a ruling on his or her specific fact situation and concerns. A sample form for intervention and the filing address are attached to this brochure, and may be used to make your filing. A letter requesting intervention may also be used in lieu of the sample form for intervention.

If you decide to intervene and become a party in a case, you will be required to follow certain procedural rules:

- You are required to timely respond to requests for information from other parties who seek information.
- If you file testimony, you must appear at a hearing to be cross-examined.
- If you file testimony or any letters or other documents in the case, you must send copies of the documents to every party in the case and you must file multiple copies with the PUC.

If you intend to participate at the hearing and you do not file testimony, you must at least file a statement of position, which is a document that describes your position in the case.

Failure to comply with these procedural rules may serve as grounds for you to be dismissed as an intervenor in the case.

If you wish to participate in the proceedings it is very important to attend any prehearing conferences.

Intervenors may represent themselves or have an attorney to represent them in a CCN case. If you intervene in a case, you may want an attorney to help you understand the PUC’s procedures and the laws and rules that the PUC applies in deciding whether to approve a transmission line. The PUC encourages landowners to intervene and become parties.



### *Stages of a CCN Case:*

If there are persons who intervene in the case and oppose the approval of the line, the PUC may refer the case to an administrative law judge (ALJ) at the State Office of Administrative Hearings (SOAH) to conduct a hearing, or the Commission may elect to conduct a hearing itself. The hearing is a formal proceeding, much like a trial, in which testimony is presented. In the event the case is referred to SOAH, the ALJ makes a recommendation to the PUC on whether the application should be approved and where and how the line should be routed.

There are several stages of a CCN case:

- The ALJ holds a prehearing conference (usually in Austin) to set a schedule for the case.
- Parties to the case have the opportunity to conduct discovery; that is, obtain facts about the case from other parties.
- A hearing is held (usually in Austin), and parties have an opportunity to cross-examine the witnesses.
- Parties file written testimony before the date of the hearing. Parties that do not file written testimony or statements of position by the deadline established by the ALJ may not be allowed to participate in the hearing on the merits. Parties may file written briefs concerning the evidence presented at the hearing, but are not required to do so. In deciding where to locate the transmission line and other issues presented by the application, the ALJ and Commission rely on factual information submitted as evidence at the hearing by the parties in the case. In order to submit factual information as evidence (other than through cross-examination of other parties' witnesses), a party must have intervened in the docket and filed written testimony on or before the deadline set by the ALJ. The ALJ makes a recommendation, called a **proposal for decision**, to the Commission regarding the case. Parties who disagree with the ALJ's recommendation may file exceptions. The Commissioners discuss the case and decide whether to approve the application. The Commission may approve the ALJ's recommendation, approve it with specified changes, send the case back to the ALJ for further consideration, or deny the application. The written decision rendered by the Commission is called a **final order**. Parties who believe that the Commission's decision is in error may file motions for rehearing, asking the Commission to reconsider the decision. After the Commission rule on the motion for rehearing, parties have the right to appeal the decision to district court in Travis County.

### *Right to Use Private Property*

The Commission is responsible for deciding whether to approve a CCN application for a proposed transmission line. If a transmission line route is approved that impacts your property, the electric utility must obtain the right from you to enter your property and to build, operate, and maintain the transmission line. This right is typically called an easement.

Utilities may buy easements through a negotiated agreement, but they also have the power of eminent domain (condemnation) under Texas law. Local courts, not the PUC, decide issues concerning easements for rights-of-way. The PUC does not determine the value of property.

The PUC final order in a transmission case normally requires a utility to take certain steps to minimize the impact of the new transmission line on landowners' property and on the environment. For example, the order normally requires steps to minimize the possibility of erosion during construction and maintenance activities.

## HOW TO OBTAIN MORE INFORMATION

The PUC's online filings interchange on the PUC website provides free access to documents that are filed with the Commission in Central Records. The docket number, also called a control number on the PUC website, of a case is a key piece of information used in locating documents in the case. You may access the Interchange by visiting the PUC's website home page at [www.puc.state.tx.us](http://www.puc.state.tx.us) and navigate the website as follows:

- Select "Filings."  
Select "Filings Search."  
Select "Filings Search."  
Enter 5-digit Control (Docket) Number. *No other information is necessary.*  
Select "Search." *All of the filings in the docket will appear in order of date filed.*  
Scroll down to select desired filing.  
Click on a blue "Item" number at left.  
Click on a "Download" icon at left.

Documents may also be purchased from and filed in Central Records. For more information on how to purchase or file documents, call Central Records at the PUC at 512-936-7180.

PUC Substantive Rule 25.101, Certification Criteria, addresses transmission line CCNs and is available on the PUC's website, or you may obtain copies of PUC rules from Central Records.

***Always include the docket number on all filings with the PUC. You can find the docket number on the enclosed formal notice.*** Send documents to the PUC at the following address.

Public Utility Commission of Texas  
Central Records  
Attn: Filing Clerk  
1701 N. Congress Avenue  
P.O. Box 13326  
Austin, TX 78711-3326

The information contained within this brochure is not intended to provide a comprehensive guide to landowner rights and responsibilities in transmission line cases at the PUC. This brochure should neither be regarded as legal advice nor should it be a substitute for the PUC's rules. However, if you have questions about the process in transmission line cases, you may call the PUC's Legal Division at 512-936-7260. The PUC's Legal Division may help you understand the process in a transmission line case but cannot provide legal advice or represent you in a case. You may choose to hire an attorney to decide whether to intervene in a transmission line case, and an attorney may represent you if you choose to intervene.

### ***Communicating with Decision-Makers***

***Do not contact the ALJ or the Commissioners by telephone or email. They are not allowed to discuss pending cases with you. They may make their recommendations and decisions only by relying on the evidence, written pleadings, and arguments that are presented in the case.***

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# 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.



PREPARED BY THE OFFICE OF THE ATTORNEY GENERAL OF TEXAS • JANUARY 2022





## 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.

## Comments in Docket No. \_\_\_\_\_

**If you want to be a PROTESTOR only, please complete this form.** Although public comments are not treated as evidence, they help inform the PUC and its staff of the public concerns and identify issues to be explored. The PUC welcomes such participation in its proceedings.

For USPS, send one copy to:

Public Utility Commission of Texas  
Central Records  
P.O. Box 13326  
Austin, TX 78711-3326

For all other delivery or courier services, send one copy to:

Public Utility Commission of Texas  
Central Records  
1701 N. Congress Ave.  
Austin, TX 78701

First Name: \_\_\_\_\_ Last Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Address, City, State: \_\_\_\_\_

**I am NOT requesting to intervene in this proceeding. As a PROTESTOR, I understand the following:**

- I am NOT a party to this case;
- My comments are not considered evidence in this case; and
- I have no further obligation to participate in the proceeding.

**Please check one of the following:**

- ☐ I own property with a habitable structure located near one or more of the utility's proposed routes for a transmission line.
- ☐ One or more of the utility's proposed routes would cross my property.
- ☐ Other. Please describe and provide comments. You may attach a separate page, if necessary. \_\_\_\_\_

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**Signature of person submitting comments:**

\_\_\_\_\_  
Date: \_\_\_\_\_

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## Request to Intervene in PUC Docket No.

The following information must be submitted by the person requesting to intervene in this proceeding. This completed form will be provided to all parties in this docket. **If you DO NOT want to be an intervenor, but still want to file comments, please complete the "Comments" page.**

For USPS, send one copy to:

Public Utility Commission of Texas  
Central Records  
P.O. Box 13326  
Austin, TX 78711-3326

For all other delivery or courier services, send one copy to:

Public Utility Commission of Texas  
Central Records  
1701 N. Congress Ave.  
Austin, TX 78701

First Name: \_\_\_\_\_ Last Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Address, City, State: \_\_\_\_\_

Email Address: \_\_\_\_\_

**I am requesting to intervene in this proceeding. As an INTERVENOR, I understand the following:**

- I am a party to the case;
- I am required to respond to all discovery requests from other parties in the case;
- If I file testimony, I may be cross-examined in the hearing;
- If I file any documents in the case, I will have to provide a copy of that document to every other party in the case; and
- I acknowledge that I am bound by the Procedural Rules of the Public Utility Commission of Texas (PUC) and the State Office of Administrative Hearings (SOAH).

**Please check one of the following:**

- ☐ I own property with a habitable structure located near one or more of the utility's proposed routes for a transmission line.
- ☐ One or more of the utility's proposed routes would cross my property.
- ☐ Other. Please describe and provide comments. You may attach a separate page, if necessary.

**Signature of person requesting intervention:**

\_\_\_\_\_ Date: \_\_\_\_\_

Effective: April 8, 2020

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## **ATTACHMENT 9**

Written Direct Notice to Pipeline Owners Paralleled or Crossed



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**ATTACHMENT 9**

**WRITTEN DIRECT NOTICE TO PIPELINE OWNERS PARALLELED OR CROSSED**

<b>OPERATOR NAME</b>	<b>CONTACT</b>	<b>ADDRESS</b>	<b>CITY</b>	<b>STATE</b>	<b>ZIP CODE</b>
AIR PRODUCTS LLC	JAMES ROYAL	1423 PASADENA FWY	PASADENA	TX	77506
CALPINE TEXAS PIPELINE, L.P.		717 TEXAS ST. STE 1000	HOUSTON	TX	77002
CHEVRON PIPE LINE COMPANY	PATRICIA BUTLER	2222 LOUISIANA ST.	HOUSTON	TX	77002
DOW PIPELINE COMPANY		ATTN ROW DEPT 1254 ENCLAVE PKWY.	HOUSTON	TX	77077
EASTON ENERGY PIPELINES LLC	ROBERT HARDEN	15375 MEMORIAL DR., STE. 850	HOUSTON	TX	77079
ENERGY TRANSFER COMPANY		1300 MAIN STREET	HOUSTON	TX	77002
ENTERPRISE PRODUCTS OPERATING LLC		1100 LOUISIANA ST., 10TH FLOOR	HOUSTON	TX	77002
EQUISTAR CHEMICALS, LP	STACY JAMISON	16055 SPACE CENTER BLVD.	CLEAR LAKE	TX	77062
EXXONMOBIL PIPELINE COMPANY LLC	SEAN MCEVOY	22777 SPRINGWOODS VILLAGE PARKWAY	SPRING	TX	77389
KINDER MORGAN TEJAS PIPELINE LLC		1001 LOUISIANA ST. # 1000	HOUSTON	TX	77002
MARATHON PIPE LINE LLC	BRANDON ORTIZ	431 N. PRESTON RD	PASADENA	TX	77503
PERMICO MIDSTREAM PARTNERS LLC		9301 SW FREEWAY, STE 308	HOUSTON	TX	77074
SEADRIFT PIPELINE CORPORATION		7501 SH 185	PORT LAVACA	TX	77979
SUNOCO PIPELINE L.P.		1300 MAIN STREET	HOUSTON	TX	77002
TARGA DOWNSTREAM LLC	BRIAN HOLLINGSWORTH	811 LOUISIANA ST. STE 2100	HOUSTON	TX	77002
TEXAS EASTERN TRANSMISSION, LP		6431 S FM 565 RD.	BAYTOWN	TX	77523
UNITED BRINE PIPELINE CO, LLC		4800 SAN FELIPE ST	HOUSTON	TX	77056

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*Application of CenterPoint Energy Houston Electric, LLC to Amend a Certificate of Convenience and Necessity for a Proposed 138 kV Transmission Line within Chambers County, Texas*

**PUBLIC UTILITY COMMISSION OF TEXAS DOCKET NO. 55365**

This notice is provided to inform you of CenterPoint Energy Houston Electric, LLC's (CenterPoint Energy) intent to construct a 138 kilovolt (kV) double-circuit transmission line from CenterPoint Energy's existing transmission line located about 0.5 miles due north of I-10 to one of the proposed substation sites; located on the east side of Needlepoint Rd and north of Kilgore Parkway (29°48'27.84"N, 94°52'8.25"W) or north of Kilgore Parkway ¾ mile east of the Grand Parkway (29°48'27.21"N, 94°52'47.03"W). The proposed transmission line will be approximately 2.27 to 5.66 miles long depending upon the route certificated by the Public Utility Commission of Texas (PUC). The estimated cost of this project ranges from approximately \$59,741,000 to \$98,779,000.

If you have questions about the transmission line, you can visit our Kilgore Substation project website at <https://www.centerpointenergy.com/kilgoresubstation>, contact Mr. Wes Padgett at (713) 207-6490, or e-mail [kilgoresubstation@centerpointenergy.com](mailto:kilgoresubstation@centerpointenergy.com).

**All routes and route segments included in this notice are available for selection and approval by the Public Utility Commission of Texas.**

The enclosed brochure entitled "Landowners and Transmission Line Cases at the PUC" provides basic information about how you may participate in this docket, and how you may contact the PUC. Please read this brochure carefully. The brochure includes sample forms for making comments and for making a request to intervene as a party in this docket. *The only way to fully participate in the PUC's decision on where to locate the transmission line is to intervene in the docket. It is important for an affected person to intervene, because the utility is not obligated to keep affected persons informed of the PUC's proceedings and cannot predict which route may or may not be approved by the PUC.*

In addition to the contacts listed in the brochure, you may call the PUC's Customer Assistance Hotline at (888) 782-8477. Hearing- and speech-impaired individuals with text telephones (TTY) may contact the PUC's Customer Assistance Hotline at (512) 936-7136 or toll free at (800) 735-2989.

Pursuant to Commission Order No. 1 in this docket, issued August 16, 2023, the deadline to file a motion in this proceeding is 30 days from the date CenterPoint Energy filed its application. CenterPoint Energy filed its application on August 30, 2023. Accordingly, the deadline for intervention in the docket is September 29, 2023, and the PUC should receive a letter from anyone requesting intervention by that date.

Mail the request for intervention and 10 copies of the request to:

Public Utility Commission of Texas  
Central Records  
Attn: Filing Clerk  
1701 N. Congress Ave.  
P.O. Box 13326  
Austin, Texas. 78711-3326

Persons who wish to intervene in the docket must also mail a copy of their request for intervention to all parties in the docket and all persons that have pending motions to intervene, at or before the time the request for intervention is mailed to the PUC. In addition to the intervention deadline, other important deadlines

may already exist that affect your participation in this docket. You should review the orders and other filings already made in the docket. The enclosed brochure explains how you can access these filings.

Enclosures: Route Descriptions  
Notice Map  
Landowners and Transmission Line Cases at the PUC  
State of Texas Landowner Bill of Rights  
Comment Form  
Request to Intervene Form

**CenterPoint Energy Houston Electric, LLC  
138 kV Kilgore Substation Project in  
Chambers County  
PUCT Docket No. 55365  
Description of the Proposed Alternative Routes**

CenterPoint Energy Houston Electric, LLC (“CenterPoint Energy”) has filed an application with the Public Utility Commission of Texas (“PUC”) to obtain a Certificate of Convenience and Necessity (“CCN”) to construct the proposed 138 kV Kilgore Substation Project in Chambers County, Texas. In its CCN application for this project, CenterPoint Energy has presented twenty alternative routes comprised of 76 segments for consideration by the PUC. The following table lists the link combinations that make up CenterPoint Energy’s twenty alternative routes and the length of each alternative route in miles. **All routes and route links are available for selection and approval by the PUC. Only one multi-segment transmission line route will ultimately be constructed. Alternative Routes are not listed in any order of preference or priority.**

Proposed Alternative Route Number	Segment Composition	Length (Miles)
1	B1-C1-D2-E3-F2-G2-H1-K1-L2-M12-M13	3.27
2	B1-D3-E1-E2-F3-G3-H2-K2-K3-M2-M11-M13	2.93
3	B1-D3-E3-F1-F3-G3-H2-K2-K3-M2-N21-N23	2.75
4	B1-D3-E3-F2-G1-G3-H2-I1-K4-N31-N33	3.19
5	A1-B2-C2-C1-D1-E2-F3-G4-K1-L2-M12-M13	3.08
6	A1-B2-C3-C4-E4-K5-M5-M41-M42-M3-M2-M11-M13	2.69
7	A1-B2-C3-C4-E4-K5-M-M41-M42-N31-O33	2.27
8	A2-B3-B5-C4-E4-K5-N5-O31-O33	2.55
9	A2-B3-C5-D5-D4-E4-K5-M5-M41-M42-N31-N33	2.44
10	A2-B3-C5-D5-E5-I3-I2-K4-N31-N33	2.49
11	A2-B3-C5-D5-E5-I3-K5-N5-O31-O33	2.50
12	A2-B3-C5-D5-E5-K6-N5-O31-O33	2.52
13	A2-B4-C6-D6-D5-D4-E4-K5-M15-M41-M42-M3-M2-N21-N23	2.99
14	A2-B4-C7-E6-I4-I3-I2-I1-K2-K3-M2-N21-N23	2.97
15	A3-A4-S3-Q1-P1-P4-N42-N41-M41-M42-M3-M2-N21-N23	5.42
16	A3-A4-S3-Q1-P1-P4-O31-O33	4.43
17	A3-A4-S3-Q1-P1-P4-O31-O33	4.55
18	A3-A4-S3-R2-Q2-P2-P1-P4-O31-O32-N32-N31-M3-M2-N21-N23	5.66
19	A3-A4-S3-R2-Q2-P3-P4-O31-O33	4.63
20	A3-I5-I3-I2-I1-K2-K3-M2-N21-N23	3.89

*Note: All distances of the routes above are approximate and rounded to the nearest tenths of a mile. The distances of individual Segments described below are rounded to the hundredths of a mile and may not sum to the total length of route presented above due to rounding.*



**CenterPoint Energy Houston Electric, LLC  
138 kV Kilgore Substation Project in  
Chambers County  
PUCT Docket No. 55365  
Description of the Proposed Alternative Routes**

The following narrative, along with the enclosed map, provides a detailed description of the Segments that form the twenty alternative routes for consideration by the PUC for the 138 kV Kilgore Substation Project.

*Note: A “pipeline corridor”, as referenced in the segment descriptions below, may contain more than one pipeline.*

**Link A1**

Link A1 begins at an existing transmission line and proceeds in an east northeasterly direction approximately 80 feet to the intersection of Links A1 and B2. This segment crosses an existing transmission line.

**Link A2**

Link A2 begins at an existing transmission line and proceeds in a south southeasterly direction approximately 410 feet to an angle point. From this angle point, Link A2 proceeds in a southerly direction approximately 450 feet to an angle point. From this angle point, Link A2 proceeds in a southerly direction approximately 410 feet to an angle point. From this angle point, Link A2 proceeds in an east southeasterly direction for approximately 370 feet to the intersection of Links A2, B3, and B4.

**Link A3**

Link A3 begins at an existing transmission line and proceeds in a southwesterly direction approximately 160 feet. This segment of Link A3 crosses a highly volatile liquids pipeline, a refined liquids pipeline, a natural gas pipeline, and two existing transmission lines. From this angle point, Segment A3 proceeds in a southeasterly direction approximately 1,770 feet to an angle point. This segment of Link A3 crosses two highly volatile liquids pipelines. From this angle point, Link A3 proceeds in a southerly direction approximately 2,790 feet to the intersection of Links A3, A4 and I5. This segment of Link A3 crosses an unnamed stream, three highly volatile liquid pipelines, IH 10, and a natural gas pipeline and another unnamed stream.

**Link A4**

From the intersection of Links A3, A4, and I5, Link A4 proceeds in a southerly direction approximately 3,200 feet to an angle point. This segment of Link A4 crosses Old Needlepoint Road. From this angle point, Link A4 proceeds in a south southeasterly direction approximately 5,120 feet to the intersection of Links A4 and S3. This segment of Link A4 crosses an unnamed stream, Lynwood Drive, a highly volatile liquids pipeline, a railroad, Pinehurst Road, El Chaco Rd, two natural gas pipelines, a crude oil pipeline, and a highly volatile liquids pipeline.

**Link B1**

Link B1 begins at an existing transmission line and proceeds in an east northeasterly direction approximately 1,210 feet to a slight angle point. This segment of Link B1 crosses an unnamed stream. From this slight angle point, Link B1 proceeds in a northeasterly direction approximately 460 feet to an angle point. This segment of Link B1 crosses a crude oil pipeline, two highly volatile liquids pipelines and another gas pipeline. From this angle point, Link B1 proceeds in a southeasterly direction approximately 1,380 feet to the intersection of Links B1, C1, C2, and D3. This segment of Link B1 crosses an unnamed stream.

**CenterPoint Energy Houston Electric, LLC  
138 kV Kilgore Substation Project in  
Chambers County  
PUCT Docket No. 55365  
Description of the Proposed Alternative Routes**

**Link B2**

From the intersection of Links A1 and B2, Link B2 proceeds in a south southeasterly direction approximately 330 feet to the intersection of Links B2, C2, and C3. Link B2 crosses Langston Drive.

**Link B3**

From the intersection of Links A2, B3, and B4, Link B3 proceeds in a south southeasterly direction approximately 770 feet to an angle point. This segment of Link B3 crosses an unnamed stream, two highly volatile liquid pipelines, and Langston Drive. From this angle point, Link B3 proceeds in a southeasterly direction approximately 520 feet to the intersection of Links B3, B5, and C5.

**Link B4**

From the intersection of Links A2, B3, and B4, Link B4 proceeds in a southerly direction approximately 640 feet to an angle point. This segment of Link B4 crosses an unnamed stream, two highly volatile liquid pipelines, and Langston Drive. From this angle point, Link B4 proceeds in a southwesterly direction for approximately 430 feet to an angle point. From this angle point, Link B4 proceeds in a south southeasterly direction approximately 1,100 feet to the intersection of Links B4, C6, and C7. This segment of Link B4 crosses IH 10.

**Link B5 (bi-directional)**

From the intersection of Links B5, C3, and C4, Link B5 proceeds in a west southwesterly direction approximately 560 feet to the intersection of Links B3, B5, and C5.

**Link C1**

From the intersection of Links B1, C1, C2, and D3, Link C1 proceeds in a northeasterly direction approximately 1,160 feet to the intersection of Links C1, D1, and D2. Link C1 crosses twelve highly volatile liquid pipelines, three natural gas pipelines, a crude oil pipeline, and another gas pipeline.

**Link C2**

From the intersection of Links B2, C2, and C3, Link C2 proceeds in a northeasterly direction approximately 1,970 feet to the intersection of Links B1, C1, C2, and D3. Link C2 crosses an unnamed stream, a crude oil pipeline, two highly volatile liquid pipelines, and another gas pipeline.

**Link C3**

From the intersection of Links B2, C2, and C3, Link C3 proceeds in a west southwesterly direction approximately 1,460 feet to an angle point. This segment of Link C3 crosses nine highly volatile liquid pipelines, one refined liquid product pipeline, an existing transmission line, and another gas pipeline. From this angle point, Link C3 proceeds in a south southeasterly direction approximately 550 feet to the intersection of Links B5, C3, and C4.

**Link C4**

From the intersection of Links B5, C3, and C4, Link C4 proceeds in a south southeasterly direction approximately 320 feet to an angle point. From this angle point, Link C4 proceeds in an easterly direction approximately 690 feet to an angle point. This segment of Link C4 crosses nine highly volatile liquid pipelines, 2 other gas pipelines, a natural gas pipeline, a crude oil pipeline, and a refined liquid product

**CenterPoint Energy Houston Electric, LLC  
138 kV Kilgore Substation Project in  
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pipeline. From this angle point, Link C4 proceeds in a south southeasterly direction approximately 970 feet to the intersection of Links C4, D4, and E4. This segment of Link C4 crosses IH 10.

**Link C5**

From the intersection of Links B3, B5, and C5, Link C5 proceeds in a south southeasterly direction approximately 250 feet to a slight angle point. From this slight angle point, Link C5 proceeds in a south southeasterly direction approximately 400 feet to a slight angle point. This segment of Link C5 crosses IH 10. From this slight angle point, Link C5 proceeds in a south southeasterly direction approximately 660 feet to the intersection of Links C5, D5, and D6. This segment of Link C5 crosses an unnamed stream.

**Link C6**

From the intersection of Links B4, C6, and C7, Link C6 proceeds in a south southeasterly direction approximately 600 feet to a slight angle point. From this slight angle point, Link C6 proceeds in a southeasterly direction approximately 390 feet to the intersection of Links C6 and Link D6. This segment of Link C6 crosses an unnamed stream.

**Link C7**

From the intersection of Links B4, C6, and C7, Link C7 proceeds in a south southeasterly direction approximately 1,060 feet to the intersection of Links C7 and E6. Link C7 crosses an unnamed stream.

**Link D1**

From the intersection of Links C1, D1, and D2, Link D1 proceeds in an east northeasterly direction approximately 390 feet to an angle point. From this angle point Link D1 proceeds in an east southeasterly direction approximately 610 feet to an angle point. This segment of Link D1 crosses Cedar Point Lateral. From this angle point, Link D1 proceeds in a south southeasterly direction approximately 1,030 feet to an angle point. From this angle point, Link D1 proceeds in a south southeasterly direction approximately 610 feet to the intersection of Links D1, E1, and E2. This segment of Link D1 crosses nine highly volatile liquid pipelines.

**Link D2**

From the intersection of Links C1, D1, and D2, Link D2 proceeds in a south southeasterly direction approximately 1,420 feet to an angle point. From this angle point, Link D2 proceeds in a southeasterly direction approximately 600 feet to the intersection of Links D2, D3, E1, and E3. This segment of Link D2 crosses seven highly volatile liquid pipelines.

**Link D3**

From the intersection of Links C1, C2, B1, and D3, Link D3 proceeds in a southeasterly direction for approximately 1,950 feet to an angle point. This segment of Link D3 crosses a crude oil pipeline, a natural gas pipeline, nine highly volatile liquid pipelines, and another gas pipeline. From this angle point, Link D3 proceeds east northeasterly direction approximately 1,200 feet to the intersection of Links D2, D3, E1, and E3. This segment of Link D3 crosses a highly volatile liquid pipeline and an unnamed waterbody.

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**Link D4 (bi-directional)**

From the intersection of Links C4, D4, and E4, Link D4 proceeds in a westerly direction approximately 330 feet to an angle point. This segment of Link D4 crosses six highly volatile liquid pipelines, another gas pipeline, a natural gas pipeline, and a crude oil pipeline. From this angle point, Link D4 proceeds in a west, southwesterly direction approximately 440 feet to the intersection of Links D4, D5, and E5. This segment of Link D4 crosses four highly volatile liquid pipelines, another gas pipeline, a refined liquid product pipeline, and an unnamed stream.

**Link D5**

From the intersection of Links C5, D5, and D6, Link D5 proceeds in an east northeasterly direction approximately 340 feet to the intersection of Links D4, D5, and E5.

**LinkD6**

From the intersection of Links C6 and D6, Link D6 proceeds in an east northeasterly direction approximately 850 feet to the intersection of Links C5, D5, and D6.

**Link E1**

From the intersection of Links D2, D3, E1, and E3, Link E1 proceeds in an east northeasterly direction approximately 500 feet to the intersection of Links D1, E1, and E2. Link E1 crosses two highly volatile liquid pipelines and Cedar Point Lateral.

**Link E2**

From the intersection of Links D1, E1, and E2, Link E2 proceeds in a south southeasterly direction approximately 830 feet to an angle point. This segment of Link E2 crosses a natural gas pipeline. From this angle point, Link E2 proceeds in a southerly direction approximately 460 feet to the intersection of Links E2, F1, and F3.

**Link E3**

From the intersection of Links D2, D3, E1, and E3, Link E3 proceeds in a south southeasterly direction approximately 1,210 feet to the intersection of Links E3, F1, and F2. Link E3 crosses two highly volatile liquid pipelines.

**Link E4**

From the intersection of Links C4, D4, and E4, Link E4 proceeds in a south southeasterly direction approximately 1,150 feet to a slight angle point. This segment of Link E4 crosses an unnamed stream. From this slight angle point, Link E4 proceeds in a south southeasterly direction approximately 460 feet to a slight angle point. From this slight angle point, Link E4 proceeds in a south southeasterly direction approximately 290 feet to the intersection of Links E4, I2, I3, and K5. This segment of Link E4 crosses Old Needle Point Road.

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**Link E5**

From the intersection of Links D4, D5, and E5, Link E5 proceeds in a south southeasterly direction approximately 1,520 feet to an angle point. From this angle point, Link E5 proceeds in a southeasterly direction approximately 400 feet to the intersection of Links E5, I3, I4, and K6. This segment of Link E5 crosses Old Needle Point Road.

**Link E6**

From the intersection of Links C7 and E6, Link E6 proceeds in a south southeasterly direction approximately 1,080 feet to an angle point. From this angle point, Link E6 proceeds in an easterly direction approximately 510 feet to an angle point. From this angle point, Link E6 proceeds in an easterly direction approximately 640 feet to the intersection of Links E5, I4, and I5. This segment of Link E6 crosses Old Needle Point Road.

**Link F1 (bi-directional)**

From the intersection of Links E3, F1, and F2, Link F1 proceeds in an easterly direction approximately 310 feet to the intersection of Links E2, F1, and F3. Link F1 crosses Cedar Point Lateral and a natural gas pipeline.

**Link F2**

From the intersection of Links E3, F1, and F2, Link F2 proceeds in a southerly direction approximately 450 feet to the intersection of Links F2, G1, and G2. Link F2 crosses IH 10.

**Link F3**

From the intersection of Links E2, F1, and F3, Link F3 proceeds in a southerly direction approximately 450 feet to the intersection of Links F3, G1, G3, and G4. Link F3 crosses a natural gas pipeline and IH 10.

**Link G1 (bi-directional)**

From the intersection of Links F2, G1, and G2, Link G1 proceeds in an easterly direction approximately 350 feet to the intersection of Links F3, G1, G3, and G4. Link G1 crosses Cedar Point Lateral, Needlepoint Road, and a natural gas pipeline.

**Link G2**

From the intersection of Links F2, G1, and G2, Link G2 proceeds in a south southwesterly direction approximately 370 feet to an angle point. From this angle point, Link G2 proceeds in southerly direction approximately 670 feet to an angle point. From this angle point, Link G2 proceeds in an easterly direction approximately 500 feet to the intersection of Links G2, G3, H1, and H2. This segment of Link G2 crosses Cedar Point Lateral and Needlepoint Road.

**Link G3**

From the intersection of Links F3, G1, G3, and G4, Link G3 proceeds in a southerly direction approximately 450 feet to a slight angle point. This segment of Link G3 crosses a natural gas pipeline. From this slight angle point, Link G3 proceeds in a southerly direction approximately 570 feet to the intersection of Links G2, G3, H1, and H2.

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**Link G4 (bi-directional)**

From the intersection of Links F3, G1, G3, and G4, Link G4 proceeds in an easterly direction approximately 1,230 feet to an angle point. From this angle point, Link G4 proceeds in an east southeasterly direction approximately 410 feet to an angle point. This segment of Link G4 crosses an unnamed stream. From this angle point, Link G4 proceeds in a south southeasterly direction approximately 1,020 feet to the intersection of Link G4, H1, and K1.

**Link H1**

From the intersection of Links G2, G3, H1, and H2, Link H1 proceeds in an easterly direction approximately 2,130 feet to the intersection of Links G4, H1, and K1. Link H1 crosses a natural gas pipeline and an unnamed stream.

**Link H2 (bi-directional)**

From the intersection of Links G2, G3, H1, and H2, Link H2 proceeds in a southerly direction approximately 1,790 feet to an angle point. From this angle point, Link H2 proceeds in a west southwesterly direction approximately 350 feet to the intersection of Links H2, I1, and K2. This segment of Link H2 crosses Needlepoint Road and Cedar Point Lateral.

**Link I1 (bi-directional)**

From the intersection of Links I1, I2, and K4, Link I1 proceeds in an easterly direction approximately 1,830 feet to the intersection of Links H2, I1, and K2. Link I1 crosses a crude oil pipeline.

**Link I2**

From the intersection of Links E4, I2, I3, and K5, Link I2 proceeds in an easterly direction approximately 2,420 feet to the intersection of Links I1, I2, and K4. Link I2 crosses seven highly volatile liquid pipelines.

**Link I3**

From the intersection of Links E5, I3, I4, and K6, Link I3 proceeds in an easterly direction approximately 600 feet to the intersection of Links E4, I2, I3, and K5. Link I3 crosses 10 highly volatile liquid pipelines, two other gas pipelines, a refined liquid product pipeline, a natural gas pipeline, and a crude oil pipeline.

**Link I4**

From the intersection of Links E6, I4, and I5, Link I4 proceeds in an easterly direction approximately 560 feet to the intersection of Links E5, I3, I4, and K6.

**Link I5**

From the intersection of Links A3, A4, and I5, Link I5 proceeds in an easterly direction approximately 1,360 feet to an angle point. This segment of Link I5 crosses a highly volatile liquid pipeline, two existing transmission lines, a refined liquid pipeline, and a natural gas pipeline. From this angle point, Link I5 proceeds in a south southwesterly direction approximately 1,180 feet to an angle point. From this angle point, Link I5 proceeds in a southeasterly direction approximately 530 feet to an angle point. From this angle point, Link I5 proceeds in an east northeasterly direction approximately 600 feet to an angle point. This segment of Link I5 crosses two highly volatile liquid pipelines, a natural gas pipeline, another gas pipeline, and SH 146. From this angle point, Link I5 proceeds in an easterly direction approximately 510



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feet to an angle point. This segment of Link I5 crosses a natural gas pipeline and Old Needle Point Road. From this angle point, Link I5 proceeds in an east northeasterly direction approximately 1,990 feet to a slight angle point. From this slight angle point, Link I5 proceeds in an east northeasterly direction approximately 670 feet to an angle point. This segment of Link I5 crosses a natural gas pipeline. From this angle point, Link I5 proceeds in an easterly direction approximately 420 feet to the intersection of Links E6, I4, and I5.

**Link K1**

From the intersection of Links G4, H1, and K1, Link K1 proceeds in south southeasterly direction approximately 540 feet to a slight angle point. From this slight angle point, Link K1 proceeds in a south southeasterly direction approximately 1,380 feet to an angle point. From this angle point, Link K1 proceeds in a southerly direction approximately 420 feet to the intersection of Links K1 and L2.

**Link K2**

From the intersection of Links H2, I1, and K2, Link K2 proceeds in a south southeasterly direction approximately 420 feet to the intersection of Links K2 and K3.

**Link K3**

From the intersection of Links K2 and K3, Link K3 proceeds in a south southeasterly direction approximately 160 feet to a slight angle point. From this slight angle point, Link K3 proceeds in a southerly direction approximately 710 feet to a slight angle point. From this slight angle point, Link K3 proceeds in a southerly direction approximately 580 feet to the intersection of Links K3, M2, and M3. This segment of Link K3 crosses an unnamed stream.

**Link K4**

From the intersection of Links I1, I2, and K4, Link K4 proceeds in a southerly direction approximately 1,860 feet to the intersection of Links K4, M3, M42, and N31. Link K4 crosses an unnamed stream.

**Link K5**

From the intersection of Links E4, I2, I3, and K5, Link K5 proceeds in a south southeasterly direction approximately 1,190 feet to an angle point. From this angle point, Link K5 proceeds in a southeasterly direction approximately 370 feet to an angle point. From this angle point, Link K5 proceeds in a southerly direction approximately 420 feet to the intersection of Links K5, K6, M5, and N5. This segment of Link K5 crosses an unnamed stream.

**Link K6**

From the intersection of Links E5, I3, I4, and K6, Link K6 proceeds in a south southeasterly direction approximately 1,910 feet to an angle point. This segment of Link K6 crosses a natural gas pipeline, and an unnamed stream. From this angle point, Link K6 proceeds in an easterly direction approximately 790 feet to the intersection of Links K5, K6, M5, and N5. This segment of Link K6 crosses ten highly volatile liquid pipelines, two other gas pipelines, two natural gas pipelines, a refined liquid product pipeline, a crude oil pipeline, and an unnamed stream.

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**Link L2**

From the intersection of Links K1 and L2, Link L2 proceeds in a southerly direction approximately 600 feet to an angle point. From this angle point, Link L2 proceeds in a south southwesterly direction approximately 1,070 feet to the intersection of Links L2 and M12. This segment of Link L2 crosses an unnamed stream.

**Link M11**

From the intersection Links M11, M12, and M13, Link M11 proceeds in a westerly direction approximately 1,120 feet to the intersection of Links M11, M2, and N21.

**Link M12**

From the intersection of Links L2 and M12, Link M12 proceeds in a westerly direction approximately 1,080 feet to the intersection of Links M11, M12, and M13.

**Link M13**

From the intersection of Links M11, M12, and M13, Link M13 proceeds in a southerly direction approximately 600 feet to a potential endpoint.

**Link M2 (bi-directional)**

From the intersection of Links K3, M2, and M3, Link M2 proceeds in an easterly direction approximately 310 feet to the intersection of Links M11, M2, and N21. Link M2 crosses Cedar Point Lateral, Needlepoint Road, and a natural gas pipeline.

**Link M3 (bi-directional)**

From the intersection of Links K4, M3, M42, and N31, Link M3 proceeds in an easterly direction approximately 1,990 feet to the intersection of Links K3, M2, and M3. Link M3 crosses a crude oil pipeline.

**Link M41 (bi-directional)**

From the intersection of Links M41, M5, and N41, Link M41 proceeds in an easterly direction approximately 720 feet to the intersection of Links M41 and M42. Link M41 crosses an unnamed stream and nine highly volatile liquid pipelines.

**Link M42 (bi-directional)**

From the intersection of Links M41 and M42, Link M42 proceeds in an easterly direction approximately 620 feet to the intersection of Links K4, M3, M42, and N31. Link M42 crosses an unnamed stream.

**Link M5**

From the intersection of Links K5, K6, M5, and N5, Link M5 proceeds in a westerly direction approximately 540 feet to the intersection of Links M41, M5, and N41.

**Link N21**

From the intersection of Links M11, M2, and N21, Link N21 proceeds in a southerly direction approximately 400 feet to the intersection of Links N21 and N23.

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**Link N23**

From the intersection of Links N21 and N23, Link N23 proceeds in a westerly direction approximately 600 feet to a potential endpoint.

**Link N31**

From the intersection of Links K4, M3, M42, and N31, Link N31 proceeds in a southerly direction approximately 1,200 feet to the intersection of Links N31, N32, and N33.

**Link N32 (bi-directional)**

From the intersection of Links N32 and O32, Link N32 proceeds in a north northwesterly direction approximately 730 feet to the intersection of Links N31, N32, and N33.

**Link N33**

From the intersection of Links N31, N32, and N33, Link N33 proceeds in a westerly direction approximately 590 feet to a potential endpoint.

**Link N41 (bi-directional)**

From the intersection of Links M41, M5, and N41, Link N41 proceeds in a southerly direction approximately 1,140 feet to the intersection of Links N41, and N42.

**Link N42 (bi-directional)**

From the intersection of Links N41 and N42, Link N42 proceeds in a southerly direction approximately 1,180 feet to the intersection of Links N42, N5, O31, and P4. Link N42 crosses two highly volatile liquid pipelines.

**Link N5 (bi-directional)**

From the intersection of Links K5, K6, M5, and N5, Link N5 proceeds in a south southeasterly direction approximately 1,800 feet to an angle point. From this angle point, Link N5 proceeds in a south southeasterly direction approximately 600 feet to the intersection of Links N42, N5, O31, and P4. This segment of Link N5 crosses two highly volatile liquid pipelines.

**Link O31**

From the intersection of Links N42, N5, O31, and P4, Link O31 proceeds in an east northeasterly direction approximately 1,120 feet to the intersection of Links O31, O32, and O33. Link O31 crosses an unnamed stream and seven highly volatile liquid pipelines.

**Link O32**

From the intersection of Links O31, O32, and O33, Link O32 proceeds in an east northeasterly direction approximately 420 feet to the intersection of Links N32 and O32. Link O32 crosses an unnamed stream.

**Link O33**

From the intersection of Links O31, O32, and O33, Link O33 proceeds in a north northwesterly direction approximately 600 feet to a potential endpoint.

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**Link P1**

From the intersection of Links P1, P2, and Q1, Link P1 proceeds in a northerly direction approximately 470 feet to an angle point. This segment of Link P1 crosses a natural gas pipeline. From this angle point, Link P1 proceeds in an east northeasterly direction approximately 1,880 feet to the intersection of Links P1, P3, and P4.

**Link P2 (bi-directional)**

From the intersection of Links P2, P3, and Q2, Link P2 proceeds in a northwesterly direction approximately 500 feet to the intersection of Links P1, P2, and Q1. Link P2 crosses two natural gas pipelines, seven highly volatile liquid pipelines, a crude oil pipeline, a refined liquid product pipeline, and two other gas pipelines.

**Link P3**

From the intersection of Links P2, P3, and Q2, Link Q2 proceeds in an east northeasterly direction approximately 1,520 feet to an angle point. This segment of Link P3 crosses two highly volatile liquid pipelines. From this angle point, Link P3 proceeds in a northerly direction approximately 970 feet to the intersection of Links P1, P3, and P4. This segment of Link P3 crosses ten highly volatile liquid pipelines, two other gas pipelines, three natural gas pipelines, a refined liquid product pipeline, and a crude oil pipeline.

**Link P4**

From the intersection of Links P1, P3 and P4, Link P4 proceeds in a northeasterly direction approximately 620 feet to the intersection of Links N42, N5, O31, and P4. Link P4 crosses twelve highly volatile liquid pipelines, two other gas pipelines, two natural gas pipelines, a refined liquid product pipeline, a crude oil pipeline, an unnamed stream, and Kilgore Parkway.

**Link Q1**

From the intersection of Links R2, S3, and Q1, Link Q1 proceeds in a northwesterly direction approximately 640 feet to an angle point. This segment of Link Q1 crosses a highly volatile liquid pipeline, a crude oil pipeline, and two natural gas pipelines. From this angle point, Link Q1 proceeds in an east northeasterly direction approximately 3,080 feet to an angle point. This segment of Link Q1 crosses four natural gas pipelines and an unnamed stream. From this angle point, Link Q1 proceeds in an east northeasterly direction approximately 570 feet to the intersection of Links P1, P2, and Q1.

**Link Q2**

From the intersection of Links Q2 and R2, Link Q2 proceeds in an east northeasterly direction approximately 2,520 feet to an angle point. This segment of Link Q2 crosses Horsepen Bayou, and two natural gas pipelines. From this angle point, Link Q2 proceeds in an east northeasterly direction approximately 1,540 feet to an angle point. From this angle point, Link Q2 proceeds in a north northeasterly direction approximately 430 feet to the intersection of Links P2, P3, and Q2. This segment of Link Q2 crosses an unnamed stream.

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**Link R2 (bi-directional)**

From the intersection of Links Q2 and R2, Link R2 proceeds in a north northwesterly direction approximately 710 feet to the intersection of Links Q1, R2, and S3. Link R2 crosses two other gas pipelines, six highly volatile liquid pipelines, a natural gas pipeline, and a refined liquid product pipeline.

**Link S3**

From the intersection of Links A4 and S3, Link S3 proceeds in an east northeasterly direction approximately 1,390 feet to the intersection of Links Q1, R2, and S3. Link S3 crosses two highly volatile liquid pipelines, a refined liquid product pipeline, a natural gas pipeline, two existing transmission lines, and a railroad.





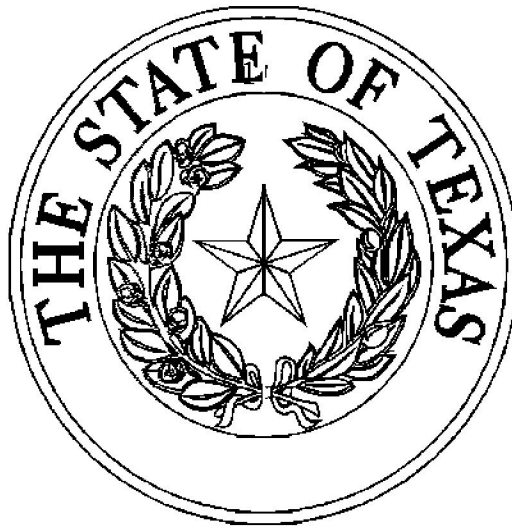
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# **Landowners and Transmission Line Cases at the PUC**

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*Public Utility Commission of Texas*



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Effective: June 1, 2011

## ***Purpose of This Brochure***

This brochure is intended to provide landowners with information about proposed new transmission lines and the Public Utility Commission's ("PUC" or "Commission") process for evaluating these proposals. At the end of the brochure is a list of sources for additional information.

The following topics are covered in this brochure:

- How the PUC evaluates whether a new transmission line should be built,
- How you can participate in the PUC's evaluation of a line, and
- How utilities acquire the right to build a transmission line on private property.

You are receiving the enclosed formal notice because one or more of the routes for a proposed transmission line may require an easement or other property interest across your property, or the centerline of the proposed project may come within 300 feet of a house or other habitable structure on your property. This distance is expanded to 500 feet if the proposed line is greater than 230 kilovolts (kV). For this reason, your property is considered **directly affected land**. This brochure is being included as part of the formal notice process.

If you have questions about the proposed routes for a transmission line, you may contact the applicant. The applicant also has a more detailed map of the proposed routes for the transmission line and nearby habitable structures. The applicant may help you understand the routing of the project and the application approval process in a transmission line case but cannot provide legal advice or represent you. *The applicant cannot predict which route may or may not be approved by the PUC. The PUC decides which route to use for the transmission line, and the applicant is not obligated to keep you informed of the PUC's proceedings. The only way to fully participate in the PUC's decision on where to locate the transmission line is to intervene, which is discussed below.*

The PUC is sensitive to the impact that transmission lines have on private property. At the same time, transmission lines deliver electricity to millions of homes and businesses in Texas, and new lines are sometimes needed so that customers can obtain reliable, economical power.

The PUC's job is to decide whether a transmission line application should be approved and on which route the line should be constructed. The PUC values input from landowners and encourages you to participate in this process by intervening in the docket.

## ***PUC Transmission Line Case***

Texas law provides that most utilities must file an application with the PUC to obtain or amend a Certificate of Convenience and Necessity (CCN) in order to build a new transmission line in Texas. The law requires the PUC to consider a number of factors in deciding whether to approve a proposed new transmission line.

The PUC may approve an application to obtain or amend a CCN for a transmission line after considering the following factors:

- Adequacy of existing service;
- Need for additional service;
- The effect of approving the application on the applicant and any utility serving the proximate area;
- Whether the route utilizes existing compatible rights-of-way, including the use of vacant positions on existing multiple-circuit transmission lines;
  - Whether the route parallels existing compatible rights-of-way;
  - Whether the route parallels property lines or other natural or cultural features;
  - Whether the route conforms with the policy of prudent avoidance (which is defined as the limiting of exposures to electric and magnetic fields that can be avoided with reasonable investments of money and effort); and
  - Other factors such as community values, recreational and park areas, historical and aesthetic values, environmental integrity, and the probable improvement of service or lowering of cost to consumers in the area.

If the PUC decides an application should be approved, it will grant to the applicant a CCN or CCN amendment to allow for the construction and operation of the new transmission line.

### ***Application to Obtain or Amend a CCN:***

An application to obtain or amend a CCN describes the proposed line and includes a statement from the applicant describing the need for the line and the impact of building it. In addition to the routes proposed by the applicant in its application, the possibility exists that additional routes may be developed, during the course of a CCN case, that could affect property in a different manner than the original routes proposed by the applicant.

The PUC conducts a case to evaluate the impact of the proposed line and to decide which route should be approved. Landowners who would be affected by a new line can:

- informally file a protest, or
- formally participate in the case as an intervenor.

### ***Filing a Protest (informal comments):***

If you do not wish to intervene and participate in a hearing in a CCN case, you may file **comments**. An individual or business or a group who files only comments for or against any aspect of the transmission line application is considered a “protestor.”

Protestors make a written or verbal statement in support of or in opposition to the utility’s application and give information to the PUC staff that they believe supports their position.

Protestors are ***not*** parties to the case, however, and *do not have the right to:*

- Obtain facts about the case from other parties;
- Receive notice of a hearing, or copies of testimony and other documents that are filed in the case;
- Receive notice of the time and place for negotiations;
- File testimony and/or cross-examine witnesses;
- Submit evidence at the hearing; or
- Appeal P.U.C. decisions to the courts.

If you want to make comments, you may either send written comments stating your position, or you may make a statement on the first day of the hearing. If you have not intervened, however, you will not be able to participate as a party in the hearing. Only parties may submit evidence and ***the PUC must base its decision on the evidence.***

### ***Intervening in a Case:***

To become an intervenor, you must file a statement with the PUC, no later than the date specified in the notice letter sent to you with this brochure, requesting intervenor status (also referred to as a party). This statement should describe how the proposed transmission line would affect your property. Typically, intervention is granted only to directly affected landowners. However, any landowner may request to intervene and obtain a ruling on his or her specific fact situation and concerns. A sample form for intervention and the filing address are attached to this brochure, and may be used to make your filing. A letter requesting intervention may also be used in lieu of the sample form for intervention.

If you decide to intervene and become a party in a case, you will be required to follow certain procedural rules:

- You are required to timely respond to requests for information from other parties who seek information.
- If you file testimony, you must appear at a hearing to be cross-examined.
- If you file testimony or any letters or other documents in the case, you must send copies of the documents to every party in the case and you must file multiple copies with the PUC.

If you intend to participate at the hearing and you do not file testimony, you must at least file a statement of position, which is a document that describes your position in the case.

Failure to comply with these procedural rules may serve as grounds for you to be dismissed as an intervenor in the case.

If you wish to participate in the proceedings it is very important to attend any prehearing conferences.

Intervenors may represent themselves or have an attorney to represent them in a CCN case. If you intervene in a case, you may want an attorney to help you understand the PUC’s procedures and the laws and rules that the PUC applies in deciding whether to approve a transmission line. The PUC encourages landowners to intervene and become parties.

### *Stages of a CCN Case:*

If there are persons who intervene in the case and oppose the approval of the line, the PUC may refer the case to an administrative law judge (ALJ) at the State Office of Administrative Hearings (SOAH) to conduct a hearing, or the Commission may elect to conduct a hearing itself. The hearing is a formal proceeding, much like a trial, in which testimony is presented. In the event the case is referred to SOAH, the ALJ makes a recommendation to the PUC on whether the application should be approved and where and how the line should be routed.

There are several stages of a CCN case:

- The ALJ holds a prehearing conference (usually in Austin) to set a schedule for the case.
- Parties to the case have the opportunity to conduct discovery; that is, obtain facts about the case from other parties.
- A hearing is held (usually in Austin), and parties have an opportunity to cross-examine the witnesses.
- Parties file written testimony before the date of the hearing. Parties that do not file written testimony or statements of position by the deadline established by the ALJ may not be allowed to participate in the hearing on the merits. Parties may file written briefs concerning the evidence presented at the hearing, but are not required to do so. In deciding where to locate the transmission line and other issues presented by the application, the ALJ and Commission rely on factual information submitted as evidence at the hearing by the parties in the case. In order to submit factual information as evidence (other than through cross-examination of other parties' witnesses), a party must have intervened in the docket and filed written testimony on or before the deadline set by the ALJ. The ALJ makes a recommendation, called a **proposal for decision**, to the Commission regarding the case. Parties who disagree with the ALJ's recommendation may file exceptions. The Commissioners discuss the case and decide whether to approve the application. The Commission may approve the ALJ's recommendation, approve it with specified changes, send the case back to the ALJ for further consideration, or deny the application. The written decision rendered by the Commission is called a **final order**. Parties who believe that the Commission's decision is in error may file motions for rehearing, asking the Commission to reconsider the decision. After the Commission rule on the motion for rehearing, parties have the right to appeal the decision to district court in Travis County.

### *Right to Use Private Property*

The Commission is responsible for deciding whether to approve a CCN application for a proposed transmission line. If a transmission line route is approved that impacts your property, the electric utility must obtain the right from you to enter your property and to build, operate, and maintain the transmission line. This right is typically called an easement.

Utilities may buy easements through a negotiated agreement, but they also have the power of eminent domain (condemnation) under Texas law. Local courts, not the PUC, decide issues concerning easements for rights-of-way. The PUC does not determine the value of property.

The PUC final order in a transmission case normally requires a utility to take certain steps to minimize the impact of the new transmission line on landowners' property and on the environment. For example, the order normally requires steps to minimize the possibility of erosion during construction and maintenance activities.



## HOW TO OBTAIN MORE INFORMATION

The PUC's online filings interchange on the PUC website provides free access to documents that are filed with the Commission in Central Records. The docket number, also called a control number on the PUC website, of a case is a key piece of information used in locating documents in the case. You may access the Interchange by visiting the PUC's website home page at [www.puc.state.tx.us](http://www.puc.state.tx.us) and navigate the website as follows:

- Select "Filings."  
Select "Filings Search."  
Select "Filings Search."  
Enter 5-digit Control (Docket) Number. *No other information is necessary.*  
Select "Search." *All of the filings in the docket will appear in order of date filed.*  
Scroll down to select desired filing.  
Click on a blue "Item" number at left.  
Click on a "Download" icon at left.

Documents may also be purchased from and filed in Central Records. For more information on how to purchase or file documents, call Central Records at the PUC at 512-936-7180.

PUC Substantive Rule 25.101, Certification Criteria, addresses transmission line CCNs and is available on the PUC's website, or you may obtain copies of PUC rules from Central Records.

***Always include the docket number on all filings with the PUC. You can find the docket number on the enclosed formal notice.*** Send documents to the PUC at the following address.

Public Utility Commission of Texas  
Central Records  
Attn: Filing Clerk  
1701 N. Congress Avenue  
P.O. Box 13326  
Austin, TX 78711-3326

The information contained within this brochure is not intended to provide a comprehensive guide to landowner rights and responsibilities in transmission line cases at the PUC. This brochure should neither be regarded as legal advice nor should it be a substitute for the PUC's rules. However, if you have questions about the process in transmission line cases, you may call the PUC's Legal Division at 512-936-7260. The PUC's Legal Division may help you understand the process in a transmission line case but cannot provide legal advice or represent you in a case. You may choose to hire an attorney to decide whether to intervene in a transmission line case, and an attorney may represent you if you choose to intervene.

### ***Communicating with Decision-Makers***

***Do not contact the ALJ or the Commissioners by telephone or email. They are not allowed to discuss pending cases with you. They may make their recommendations and decisions only by relying on the evidence, written pleadings, and arguments that are presented in the case.***

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# 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.



PREPARED BY THE OFFICE OF THE ATTORNEY GENERAL OF TEXAS • JANUARY 2022





## 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.