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Control Number - 55365

Item Number - 55

PUC DOCKET NO. 55365

AFFIDAVIT OF NOTICE
TO ALL OWNERS OF LAND WHO
PREVIOUSLY RECEIVED DIRECT NOTICE

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

Before me, the undersigned authority, this day personally appeared Bradley J. Diehl, Manager of Transmission Policy, and duly authorized agent for CenterPoint Energy Houston Electric, LLC, to me known, who under oath deposes and says:

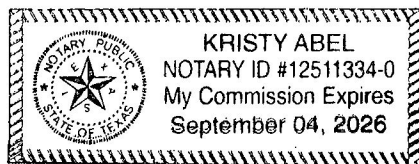
My name is Bradley J. Diehl. I am of legal age, a resident of the State of Texas, County of Harris, and competent to make this Affidavit. The facts as related below are true and correct within Affiant's personal knowledge and belief.


In accordance with P.U.C. Proc. R. 22.52(a)(6), CenterPoint Energy provided notice of the Order issued by the Public Utility Commission of Texas in Docket No. 55365. On March 29, 2024, notice was sent by United States Mail, First Class postage prepaid to all owners of land who were previously provided direct notice in Docket No. 55365. An example of the notice sent to landowners whose land will be crossed by the transmission facilities is included as **Attachment A**. A list of the names and addresses of the landowners whose land will be crossed by the transmission facilities and received the notice in **Attachment A** is included as **Attachment B**. An example of the notice sent to landowners whose land is within 300 feet of the approved route but will not be crossed by the transmission facilities is included as **Attachment C**. A list of the names and addresses of the landowners whose land is within 300 feet but will not be crossed by the facilities and received the notice contained in **Attachment C** is included as **Attachment D**. An example of the notice sent to landowners whose land is not along the approved route is included as **Attachment E**. A list of the names and addresses of the landowners whose land is not along the approved route and received the notice contained in **Attachment E** is included as **Attachment F**.



Bradley J. Diehl
Manager, Transmission Policy

Sworn to and subscribed before me this 3rd day of April, 2024.





Notary Public in and for the State of Texas

ATTACHMENT A

Notice to Landowners Crossed by the Approved Route



CenterPoint Energy
P.O. Box 1700
Houston, TX 77251-1700
713-207-1111

March 29, 2024

«NAME»

«MAILING_ADDRESS_1»

«CITY», «STATE» «ZIP5»

Property ID Number: «PROPERTY_ID»

Re: Public Utility Commission of Texas Docket No. 55365 – 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

Dear «NAME»,

In August 2023, CenterPoint Energy Houston Electric, LLC (CenterPoint Energy) notified landowners, including you, that it had filed an application with the Public Utility Commission of Texas (PUC) to amend its Certificate of Convenience and Necessity (CCN). The CCN application requested authorization for CenterPoint Energy to construct new 138 kV transmission facilities along multiple possible routes, including a route or routes that cross your property. The CCN application was assigned to Docket No. 55365.

The PUC issued the Final Order in Docket No. 55365 on March 7, 2024, in which Alternative Route 10 (Segments A2-B3-C5-D5-E5-I3-I2-K4-N31-N33), was designated as the route along which CenterPoint Energy is authorized to construct the new transmission facilities. Route 10, as approved by the PUC, is shown on the enclosed map. Your property falls within 300 feet of the approved route, and CenterPoint Energy may need to obtain land rights from you. One of the first activities we will undertake is surveying across your property.

Over the next six months, CenterPoint Energy personnel and our contractors will be conducting engineering, land and environmental surveying activities along the route and/or related access routes across your property. If you require advance notification regarding these survey activities, please fill out the attached SURVEY ACCESS FORM and scan and email or return it in the enclosed self-addressed and stamped envelope to CenterPoint Energy no later than **April 12, 2024**. To the extent that you may have already provided access, CenterPoint Energy appreciates your cooperation. Unless you have survey access concerns, there is no need to submit the SURVEY ACCESS FORM. Below is a list of contractors you should expect to see on or near your property:

- Surveying and Mapping, LLC
- Pape-Dawson Engineering & Surveying
- BGE, Inc.
- Tetra Technologies, Inc.
- Power Engineering
- Atwell, LLC
- Percheron LLC

Landowner Rights

In compliance with Texas law, enclosed is a copy of the Texas Landowner's Bill of Rights for your review. As an entity with eminent domain authority, we must provide the Texas Landowner's Bill of Rights to the last known address of the property owner(s) (as listed on the most recent tax roll) before or at the same time as first representing in any manner that we possess eminent domain authority. Prepared by the Texas Attorney General's Office for distribution to landowners, the Bill of Rights is designed to make you aware of your rights as a landowner when being approached by companies having the right of eminent domain.

Please understand that CenterPoint Energy is sending this information to you as required by law prior to beginning negotiations for required property rights. Once surveying is complete, it is our desire to negotiate an agreement with you for the acquisition of an easement or other necessary property rights.

Transmission Tower Structures

Additionally, we would like to inform you that pursuant to the final order, we will construct the new transmission facilities on the approved route primarily using steel lattice towers, and in some instances tubular steel poles.

A copy of the PUC's final order is enclosed and may also be found at the following:
<https://interchange.puc.texas.gov/search/documents/?controlNumber=55365&itemNumber=53>

For more information about the approved project route, please visit our website at <http://www.centerpointenergy.com/kilgoresubstation>, or contact the 138 kV Kilgore Substation project team at 713-207-6490 or email at Kilgoresubstation@centerpointenergy.com.

We look forward to working with you or your representatives to come to a mutually satisfactory conclusion for all parties concerned.

Sincerely,



Jerry Cleveland, Manager
Surveying & Right-of-Way

Enclosures: PUC Order for Docket No. 55365
Map of 138 kV Kilgore Substation Approved Route 10
State of Texas Landowner's Bill of Rights
SURVEY ACCESS FORM

PUC DOCKET NO. 55365
SOAH DOCKET NO. 473-23-26934

RECEIVED
2023-07-14 11:14 AM
PUC TEXAS

APPLICATION OF CENTERPOINT	§	PUBLIC UTILITY COMMISSION
ENERGY HOUSTON ELECTRIC, LLC	§	
TO AMEND A CERTIFICATE OF	§	OF TEXAS
CONVENIENCE AND NECESSITY FOR	§	
A 138-KV TRANSMISSION LINE	§	
WITHIN CHAMBERS COUNTY	§	

ORDER

This Order addresses the application of CenterPoint Energy Houston Electric, LLC to amend its certificate of convenience and necessity (CCN) to construct, own, and operate a 138-kilovolt (kV) double-circuit transmission line that will loop the existing 138-kV Chevron-to-Langston line and connect it to the new 138-kV Kilgore distribution substation in Chambers County. Because the proposed transmission facilities will loop an existing circuit into a new load-serving station, the Electric Reliability Council of Texas, Inc. (ERCOT) has not reviewed the proposal and has not deemed this transmission line as critical to the reliability of the ERCOT system.

CenterPoint filed a unanimous agreement to route the transmission line along route 10. The Commission approves the agreed route and amends CenterPoint's CCN number 30086 to the extent provided by this Order.

I. Findings of Fact

The Commission makes the following findings of fact.

Applicant

1. CenterPoint Energy Houston Electric, LLC is a Texas limited liability company registered with the Texas secretary of state under filing number 800119842.
2. CenterPoint owns and operates for compensation in Texas facilities and equipment to transmit and distribute electricity in the ERCOT region.
3. CenterPoint holds certificate of convenience and necessity number 30086 to provide service to the public.

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Application

4. On August 15, 2023, CenterPoint filed a request for a docket number and motion to modify the intervention period and to refer the case to the State Office of Administrative Hearings (SOAH).
5. In Order No. 1 filed on August 16, 2023, the Commission administrative law judge (ALJ) modified the deadline to intervene to 30 days and deferred the SOAH referral request to a future order.
6. On August 30, 2023, CenterPoint filed an application to amend its CCN for the proposed construction of a new transmission line and new substation.
7. CenterPoint retained Halff Associates, Inc. to prepare an environmental assessment and routing analysis, which CenterPoint attached to the application.
8. In the application, CenterPoint stated that route 10 best addressed the requirements of PURA¹ and the Commission's rules.
9. In SOAH Order No. 2 filed on September 21, 2023, the SOAH ALJs found the application sufficient.

Description of the Transmission Facilities

10. CenterPoint proposes to construct a new 138-kV double-circuit transmission line that will loop the existing 138-kV Chevron substation-to-Langston substation circuit 86 in the CenterPoint transmission network and connect it to the new CenterPoint Kilgore distribution substation. The transmission line will originate in the city of Mont Belvieu and terminate in the city of Baytown.
11. In this Order, the term *transmission facilities* includes the transmission line and the new Kilgore substation.
12. CenterPoint plans to construct the transmission line on mainly double-circuit steel lattice towers with a vertical phase configuration in an 80-foot-wide right-of-way. The typical height of a lattice steel tower with a vertical phase configuration can range from

¹ Public Utility Regulatory Act, Tex. Util. Code §§ 11.001–66.016.

approximately 90 to 140 feet depending on the terrain and required National Electrical Safety Code clearances.

13. Depending on the terrain and other considerations, different right-of-way widths and alternative structure types may be required. CenterPoint may use tubular steel poles or concrete poles with a vertical configuration in an 80-foot-wide right-of-way and flat-tap steel structures with a horizontal configuration in a 180-foot-wide right-of-way to approach and dip under existing transmission lines. The typical height of a flat-tap steel structure with a horizontal-phase configuration ranges from approximately 35 to 55 feet. The typical height of a concrete fiber-only stub pole ranges from approximately 45 to 70 feet.
14. CenterPoint plans to use 959-kilocircular-mil aluminum conductor, steel supported trapezoid wire, with two conductors per phase, having a continuous summer static current rating of 3,512 amperes and a continuous static line capacity of 838 megavolt-amperes.
15. The proposed Kilgore distribution substation will initially include two 100-megavolt-ampere, 138-to-35-kV power transformers and four distribution feeders leaving the substation site. The substation will also include aluminum tubular bussing, a control cubicle, a static mass for lightning protection, fault interrupting devices, and devices and equipment needed for the four distribution feeders leaving the substation site. The transmission-line circuit entering the substation will have an associated H-frame dead-end structure and line sectionalizing switches.
16. CenterPoint expects that the substation facility will require a 15-acre parcel, with an estimated footprint of 805 feet, 800 feet, 780 feet, and 840 feet.
17. The Kilgore substation will have the ability and space to add two more 100-megavolt-ampere, 138-to-35-kV power transformers and 12 more distribution feeders, thus accommodating a total of four 100-megavolt-ampere, 138-to-35-kV power transformers and 16 distribution feeders with minimal modifications.
18. CenterPoint proposed 20 alternative routes and two alternative substation sites.
19. The alternative routes range in length from approximately 2.27 to 5.66 miles.
20. All alternative routes are viable and constructible.

Schedule

21. CenterPoint estimated that it would finalize engineering and design by October 2024, acquire all rights-of-way and land by February 2025, procure material and equipment by October 2025, complete construction by May 2026, and energize the transmission facilities approved by this Order by June 2026.

Public Input

22. To develop information on community values for the transmission facilities, CenterPoint held a public meeting on October 13, 2022 at the Baytown Community Center, located at 2407 Market Street, Baytown, TX.
23. CenterPoint directly mailed individual notification letters announcing the public meeting to 324 landowners whose property is located within 300 feet of each of the preliminary transmission-line segments. CenterPoint obtained the landowners' names and addresses from the Chambers County tax rolls database. The notice included a map of the study area depicting the preliminary route segments and a document with frequently asked questions.
24. CenterPoint sent written notice of the public meeting to 44 local officials and government agencies. In addition, CenterPoint publicized the public meeting through a public notice published in the *Houston Chronicle* and *The Baytown Sun* on October 4, 2022.
25. A total of 15 people signed in as attending the public meeting.
26. CenterPoint received completed questionnaires from five individuals.
27. Information from the public meeting and from local, state, and federal agencies was evaluated and incorporated into the selection of recommended and alternative routes by CenterPoint.

Notice of Application

28. On August 30, 2023, CenterPoint sent written notice of the application by first-class mail to municipal officials of the City of Baytown and the City of Mont Belvieu.
29. On August 30, 2023, CenterPoint sent written notice of the application by first-class mail to county officials in Chambers County.

30. On August 30, 2023, CenterPoint sent written notice of the application by first-class mail to each neighboring utility providing similar utility service within five miles of the proposed routes.
31. On August 30, 2023, CenterPoint sent written notice of the application by first-class mail to each landowner, as stated on the current county tax roll in Chambers County, who could be directly affected by the transmission facilities on any of the proposed routes.
32. On August 30, 2023, CenterPoint sent written notice of the application by first-class mail to owners of pipelines with facilities paralleled or crossed by a proposed route.
33. On August 30, 2023, CenterPoint sent notice of the application to the Office of Public Utility Counsel (OPUC).
34. On August 30, 2023, CenterPoint sent written notice of the application by certified mail to the Department of Defense Military Aviation and Installation Assurance Siting Clearinghouse.
35. On August 30, 2023, CenterPoint sent a copy of the environmental assessment and routing analysis by certified mail to the Texas Parks and Wildlife Department.
36. On September 18, 2023, CenterPoint filed the affidavit of Bradley J. Diehl, manager of transmission policy for CenterPoint, attesting to the provision of notice to municipalities within five miles, Chambers County officials, neighboring utilities, OPUC, Department of Defense Military Aviation and Installation Assurance Siting Clearinghouse, the Texas Parks and Wildlife Department, owners of pipelines, and directly affected landowners.
37. On September 7, 2023, CenterPoint published notice in the *Houston Chronicle* and *The Baytown Sun*, which are newspapers of general circulation in Chambers County.
38. On September 18, 2023, CenterPoint filed affidavits attesting to the publication of notice of the application.
39. In SOAH Order No. 3 filed on October 3, 2023, the SOAH ALJs found the notice of the application sufficient.

Intervenors

40. In SOAH Order No. 3 filed on October 3, 2023, the SOAH ALJs granted the motion to intervene filed by Tyler Fitzgerald. Because the time for response to motions to intervene had not expired, the SOAH ALJs provisionally granted the motions to intervene filed by Chambers County Logistics Terminal, L.P. by Chambers County Associates Inc., its sole general partner (represented by Kathleen Bracquene), Herman Lowery, Gail Enderli, Bart Enderli, Sherry and Royce Majors, Michelle Culpepper, and Elizabeth Cravens. No objection to these interventions was subsequently filed.
41. In SOAH Order No. 4 filed on November 9, 2023, the SOAH ALJs dismissed the following intervenors for failure to file direct testimony or a statement of position by the October 6, 2023 deadline: Tyler Fitzgerald, Gail Enderli, Bart Enderli, Sherry and Royce Majors, and Michelle Culpepper.

Alignment of Intervenors

42. No parties provided notice of a voluntary alignment, nor was any alignment requested or ordered.

Route Adequacy

43. No party contested whether the application provided an adequate number of reasonably differentiated routes to conduct a proper evaluation.
44. Given the distance between the transmission-line endpoints and the nature of the area in which the alternative routes are located, the application provided an adequate number of reasonably differentiated routes to conduct a proper evaluation.

Testimony

45. On August 30, 2023, CenterPoint filed the direct testimonies of Bradley J. Diehl, manager of transmission policy for CenterPoint; Chris Sanderson, environmental scientist and environmental team leader for Halff Associates, Inc.; and Jacob P. Tomczyszyn, manager of the transmission design department for CenterPoint.
46. On October 6, 2023, Herman Lowery filed his direct testimony; Chambers County Logistics Terminal, L.P. filed the direct testimony of Hans D'Hooghe; and Elizabeth Cravens filed her direct testimony.

47. On October 20, 2023, Commission Staff filed the direct testimony of John Poole.
48. On October 30, 2023, CenterPoint filed the supplemental direct testimony of Bradley J. Diehl.
49. On November 9, 2023, CenterPoint filed the affidavit of Bradley J. Diehl attesting to additional information regarding need for the proposed transmission facilities.
50. On November 17, 2023, Commission Staff filed the supplemental testimony of John Poole recommending that CenterPoint's application be approved.

Referral to SOAH for Hearing

51. On August 31, 2023, the Commission referred this docket to SOAH and filed a preliminary order specifying issues to be addressed in this proceeding.
52. In SOAH Order No. 2 filed on September 21, 2023, the SOAH ALJs provided notice of a hearing on the merits set for 9:00 a.m. on November 9–10, 2023 by videoconference.
53. On November 7, 2023, CenterPoint and Commission Staff filed a joint motion to establish a revised procedural schedule and seek a good-cause exception to extend the deadline to allow for administrative approval of the application under 16 Texas Administrative Code (TAC) § 25.101(b)(3)(C).
54. In SOAH Order No. 4 filed on November 9, 2023, the SOAH ALJs adopted the proposed procedural schedule and declined the parties' request for a good-cause exception.
55. On December 1, 2023, CenterPoint filed a unanimous agreement between the parties, agreeing on route 10.
56. In SOAH Order No. 6 filed on December 4, 2023, the SOAH ALJs admitted the following evidence into the record of the proceeding:
 - a. CenterPoint's application to amend a CCN for a 138-kV transmission line in Chambers County, including all attachments, filed on August 30, 2023;
 - b. the direct testimonies, including all attachments and exhibits, of Chris Sanderson, Bradley J. Diehl, and Jacob P. Tomczyszyn, filed on August 30, 2023;
 - c. CenterPoint's actions to aid the Commission's review, filed on August 30, 2023;

- d. CenterPoint's native attachments to the application, Table 4-1 and Attachment 3, filed on September 13, 2023;
 - e. Commission Staff's recommendation on sufficiency of the application filed on September 13, 2023;
 - f. CenterPoint's affidavit attesting to proof of notice, including attachments, filed on September 18, 2023;
 - g. Commission Staff's recommendation on the sufficiency of notice, filed on September 26, 2023;
 - h. the direct testimony, including all attachments and exhibits, of Herman Lowery, filed on October 6, 2023;
 - i. the direct testimony of Chambers County Logistics Terminal, L.P., filed on October 6, 2023;
 - j. the direct testimony, including all attachments and exhibits, of Elizabeth Cravens, filed on October 6, 2023;
 - k. the direct testimony, including all attachments, of Commission Staff witness John Poole, filed on October 20, 2023;
 - l. the supplemental direct testimony of Bradley J. Diehl, filed on October 30, 2023;
 - m. CenterPoint's submission of additional information regarding need, filed on November 9, 2023;
 - n. Commission Staff's recommendation on final disposition, including the supplemental testimony of John Poole, filed on November 9, 2023; and
 - o. the agreement and proposed order, filed on December 1, 2023.
57. On December 4, 2023, the SOAH ALJs remanded this proceeding to the Commission.

Return from SOAH

58. On January 17, 2024, CenterPoint filed the affidavit of Bradley J. Diehl attesting to additional information supporting the estimated cost of the proposed Kilgore distribution station.
59. In Order No. 2 filed on January 25, 2024, the Commission ALJ admitted into the record the affidavit of Bradley J. Diehl and attached exhibit A, filed on January 17, 2024.

Adequacy of Existing Service and Need for Additional Service

60. Western Chambers County is served by two existing 35-kV distribution substations (Jordan and Trinity Bay) and one existing 12-kV distribution substation (Mont Belvieu). The new 138-kV Kilgore distribution substation is needed to support these substations in serving existing customers, area load growth, and multiple commercial and residential developments planned for the area.
61. Over five years (2018 through 2022), the three existing substations have experienced a 14.25% combined load growth, from 132.99 MW to 151.94 MW.
62. Because of industrial, commercial, and residential developments planned in the area, CenterPoint forecasts that the distribution load currently served from the three existing substations will grow approximately 39 MW between 2023 and 2032, with a combined load increase of almost 20% between 2023 and 2032.
63. Although the existing distribution substations in the area are not yet at their full capacity, given current load forecasts, two circuits—one at Jordan and one at Trinity Bay—could be overloaded by 2027, the year the proposed Kilgore substation would come online if approved. Two other circuits—one at Jordan and one at Trinity Bay—could come within 5 MW of overloading by that date.
64. Upgrading voltage or bundling of conductors of existing facilities or adding transformers would not provide the additional capacity necessary to serve forecasted load growth. The existing distribution substations have limited capacity to serve more load, have physical limitations that restrict their expansion, and are further away from some areas of new load growth that the new Kilgore substation would serve.
65. The Mont Belvieu substation operates at a 12-kV voltage level that does not provide sufficient capacity to support the forecasted load growth. Upgrading the voltage at Mont Belvieu to 35 kV would require upgrading all distribution lines serving customers and all customer interconnections. A dual voltage substation at Mont Belvieu is not feasible because the substation does not have the physical space to add 35-kV transformers. The Trinity Bay substation is 6.5 to 7 miles from the area that the new Kilgore substation would serve and has limited physical space for distribution feeders even if additional transformers

are added. While the Jordan substation has space, its actual load is already higher than CenterPoint's forecast for 2024 and it is 4.5 to 5 miles from the area that the new Kilgore substation would serve.

66. Locating a new substation closer to the load center will increase circuit capacity to better serve existing and new distribution customers and support the rapid load growth in this fast-growing area.
67. In addition, this new substation will help reduce distribution overhead feeder exposure, circuit customer counts, and average feeder loading in the area, which will improve circuit reliability for distribution customers.
68. CenterPoint evaluated four interconnection options to connect the new 138-kV Kilgore substation to CenterPoint's existing 138-kV transmission circuits. CenterPoint's original study recommended double tapping the new Kilgore substation via an approximately 3-mile-long transmission line connecting to both circuit 52 between Eagle station and Winfre station and circuit 86 between Langston station and Mont Belvieu station. However, after updating load forecasts and developing engineering estimates to prepare its application in this proceeding, CenterPoint requests to instead loop new Kilgore substation via an approximately 2.6-mile-long transmission line connecting to circuit 86 between Chevron station and Langston station. CenterPoint predicts that this proposal will on average be about 12% less expensive than an option that requires a second tap.
69. As a radial transmission line to serve a new load, the transmission line qualifies as a neutral tier 4 transmission line under ERCOT Protocol 3.11.4. Accordingly, the transmission line was not submitted for review by the ERCOT regional planning group.
70. The need for a transmission line is satisfied by any of the proposed alternative routes.
71. No party challenged the need for the transmission facilities, and Commission Staff recommended that the proposed transmission facilities are the best option to meet the demonstrated need.

Routing of the Transmission Facilities

72. The agreed route 10 consists of the following segments: A2, B3, C5, D5, E5, I3, I2, K4, N31, and N33.
73. The agreed route consists entirely of noticed segments that were not changed or modified from the segments proposed in the application.
74. The agreed route is 2.49 miles in length.

Effect of Granting the Application on CenterPoint and other Utilities and Probable Improvement of Service or Lowering of Cost

75. CenterPoint is the only electric utility involved in the construction of the transmission facilities, and no other electric utility's existing facilities will be used.
76. The proposed transmission line will not serve another electric utility or connect with the facilities owned by another electric utility.
77. The agreed route begins at the existing 138-kV Chevron substation-to-Langston substation circuit 86 transmission line and terminates at the proposed Kilgore substation, all owned by CenterPoint.
78. It is likely that the construction of the transmission facilities will result in a more reliable transmission system that adequately serves load in the area.
79. It is unlikely that the construction of the transmission facilities will adversely affect service by other utilities in the area.

Estimated Costs

80. The estimated construction costs of the 20 filed routes range from approximately \$59,741,000 to \$98,779,000, including substation costs.
81. The estimated cost of substation work ranges from \$20,832,000 to \$22,832,000, depending on the route selected.
82. The estimated cost of the agreed route is \$59,741,000, including \$38,909,000 for transmission construction and \$20,832,000 for substation costs.
83. The estimated cost of the agreed route is reasonable given the range of the cost estimates for the routes.

84. CenterPoint will finance the proposed transmission facilities from its general corporate funds.

Prudent Avoidance

85. Prudent avoidance, as defined in 16 TAC § 25.101(a)(6), is the “limiting of exposures to electric and magnetic fields that can be avoided with reasonable investments of money and effort.”
86. The number of habitable structures within 300 feet of the application routes’ centerlines ranges from 1 to 198.
87. The agreed route has 39 habitable structures within 300 feet of its centerline.
88. The construction of transmission facilities along the agreed route complies with the Commission’s policy of prudent avoidance.

Community Values

89. The principal concerns expressed in the questionnaire responses from the public meeting included noise and health and avoiding wildlife, wetlands, and residential areas. Responses also ranked roads and highways as the most important existing features that the proposed transmission line should follow.
90. CenterPoint evaluated comments received during the public meeting and comments from agencies and officials.
91. The agreed route adequately addresses the expressed community values.

Using or Paralleling Compatible Rights-of-Way and Paralleling Property Boundaries

92. When developing routes, CenterPoint evaluated the use of existing compatible rights-of-way and paralleling of existing compatible rights-of-way and apparent property boundaries.
93. The routes in the application use or parallel existing compatible rights-of-way or parallel apparent property boundaries for 28% to 80% of the length of the route depending on the route selected.
94. The agreed route uses or parallels existing compatible rights-of-way or parallels apparent property boundaries for 53% of its length.

95. The routes in the application do not use or parallel existing transmission-line easement for 1.99 miles to 3.27 miles, depending on the route selected.
96. The agreed route does not use or parallel existing transmission-line easement and will require 2.49 miles of new right-of-way.
97. The agreed route uses or parallels existing compatible rights-of-way and apparent property boundaries to a reasonable extent.

Engineering Constraints

98. CenterPoint evaluated engineering and construction constraints when developing routes.
99. CenterPoint did not identify any engineering constraints that would prevent the construction of transmission facilities along the agreed route.

Land Uses and Land Types

100. The study area boundary was defined to provide an area large enough to develop an adequate set of geographically diverse routes. The western boundary of the study area is defined by an existing 345-kV transmission line which is paralleled for a portion of this boundary and is adjacent to the Chambers and Harris County line. The eastern boundary of the study area is defined by State Highway 99; a portion of this boundary parallels the side of State Highway 99. The northern study boundary is located north of Interstate Highway 10 in the City of Mont Belvieu. The southern study area boundary is located south of Kilgore Parkway.
101. The evaluation criteria used to compare potential land-use outcomes include overall route length, the length of route paralleling existing corridors (including apparent property lines), the proximity of the route to habitable structures, potential effects on recreational and park areas, and the length of route across various land-use types. An analysis of the existing land use adjacent to the proposed right-of-way was required to evaluate the potential outcomes.
102. The land-use evaluation placed the greatest importance on the length of the route, number of habitable structures along the route, and percentage of the route parallel with apparent features.

103. All of the routing segments proposed by CenterPoint in this proceeding can be safely and reliably constructed and operated without significant adverse effects on uses of property.

Radio Towers and Other Electronic Installations

104. No commercial AM radio transmitters were identified within 10,000 feet of the agreed route's centerline.
105. Two FM radio transmitters, microwave relay stations, or other electronic installations were identified within 2,000 feet of the agreed route's centerline.
106. The agreed route will not have a significant effect on electronic communication facilities or operations in the study area.

Airstrips and Airports

107. There are no airports registered with the Federal Aviation Administration and equipped with runways shorter than or exactly 3,200 feet within 10,000 feet of the centerline of any of the proposed alternative routes.
108. The number of airports registered with the Federal Aviation Administration and equipped with at least one runway longer than 3,200 feet within 20,000 feet of an alternative route centerline ranges from one (with respect to two of the alternative routes) to three (with respect to six of the alternative routes).
109. There are two airports registered with the Federal Aviation Administration and equipped with at least one runway longer than 3,200 feet within 20,000 feet of the agreed route's centerline.
110. There are no private airstrips within 10,000 feet of the proposed centerline of any of the alternative routes.
111. There is one heliport within 5,000 feet of fifteen of the alternative route centerlines.
112. There is one heliport within 5,000 feet of the agreed route centerline.
113. It is unlikely that the transmission facilities will adversely affect any airports, airstrips, or heliports.

Irrigation Systems

- 114. None of the proposed alternative routes cross any pasture or cropland using any known mobile irrigation systems.
- 115. It is unlikely that the transmission facilities will adversely affect any agricultural lands with known mobile irrigation systems.

Pipelines

- 116. All of the proposed alternative routes parallel metallic pipeline rights-of-way, ranging from 372 feet to 12,870 feet.
- 117. The agreed route parallels metallic pipelines transmitting hydrocarbons for 372 feet.
- 118. It is unlikely that the transmission facilities will adversely affect any crossed or paralleled metallic pipelines that transport hydrocarbons.

Recreational and Park Areas

- 119. Three of the proposed alternative routes cross recreational and park areas. The proposed routes cross up to 315 feet of recreational and park areas, depending on the route selected. The centerlines of the proposed alternative routes are located within 1,000 feet of up to one additional recreational and park area.
- 120. The agreed route does not cross recreational and park areas, and there are no recreational or park areas within 1,000 feet of its centerline.
- 121. It is unlikely that the transmission facilities will adversely affect the use and enjoyment of any recreational or park areas.

Historical and Archaeological Values

- 122. One official Texas historical marker and three recorded archaeological sites were identified within 1,000 feet of alternative routes.
- 123. The agreed route crosses no recorded historical or archeological sites.
- 124. There is one recorded historical or archeological site within 1,000 feet of the agreed route's centerline.

125. There are no properties listed on or determined eligible for listing on the National Register of Historic Places within 1,000 feet of any alternative route's centerline.
126. It is unlikely that the transmission facilities will adversely affect historical or archaeological resources.

Aesthetic Values

127. All of the proposed routes are within the foreground visual zone of United States and state highways, ranging from 6,299 feet to 17,283 feet.
128. The agreed route is located within the foreground visual zone of United States or state highways for 7,002 feet.
129. All of the proposed routes are located within the foreground visual zone of farm-to-market or county roads, ranging from 3,644 feet to 24,017 feet.
130. The agreed route is located within the foreground visual zone of farm-to-market and county roads for 9,979 feet.
131. Of the 20 proposed alternative routes, 14 are located within the foreground visual zone of any parks or recreational areas. The length of route within the foreground visual zone of parks ranges from zero to 6,089 feet.
132. The agreed route is located within the foreground visual zone of parks or recreation areas for 3,836 feet.
133. It is unlikely that the presence of transmission facilities along the agreed route will adversely affect the aesthetic quality of the surrounding landscape.

Environmental Integrity

134. The environmental assessment and routing analysis analyzed the possible effects of the transmission facilities on numerous environmental factors.
135. Halff Associates, Inc. evaluated the effects of the transmission facilities on the environment, including endangered and threatened species.

136. Halff Associates, Inc. evaluated potential consequences for soil and water resources, the ecosystem (including endangered and threatened vegetation and fish and wildlife), and land use within the study area.
137. It is unlikely that there will be significant effects on wetland resources, ecological resources, endangered and threatened species, or land use as a result of constructing the transmission line approved by this Order.
138. The agreed route crosses upland woodlands for 1,843 feet.
139. The agreed route crosses bottomland or riparian woodlands for 179 feet.
140. The agreed route crosses wetlands mapped by the National Wetland Inventory for 232 feet.
141. The agreed route does not cross the known habitat of a federally listed endangered or threatened species of plant or animal.
142. All the proposed alternative routes would cross multiple surface waters, including ephemeral, intermittent, and perennial streams, wetlands, and ponds. Structures would be located outside of the ordinary high-water mark of surface waters, when feasible. No significant burden on these surface waters is anticipated for any of the proposed alternative routes.
143. All the proposed alternative routes cross upland woodland and bottomland forest and therefore may potentially burden wildlife. These burdens, however, are anticipated to be temporary and minimal. The greatest potential burden to wildlife would result from the clearing of brushland and woodland habitat, clearing the right-of-way within 100 feet of streams, and clearing or crossing bottomland and riparian woodlands and wetlands.
144. It is unlikely that there will be any significant adverse consequences for populations of any federally listed endangered or threatened species.
145. CenterPoint will mitigate any effect on federally listed plant or animal species according to standard practices and measures taken in accordance with the Endangered Species Act.
146. It is appropriate for CenterPoint to minimize the amount of flora and fauna disturbed during construction of the transmission facilities.

147. It is appropriate for CenterPoint to re-vegetate cleared and disturbed areas using native species and consider landowner preferences and wildlife needs in doing so.
148. It is appropriate for CenterPoint to avoid, to the maximum extent reasonably possible, causing adverse environmental effects on sensitive plant and animal species and their habitats as identified by the Texas Parks and Wildlife Department and the United States Fish and Wildlife Service.
149. It is appropriate for CenterPoint to implement erosion-control measures and return each affected landowner's property to its original contours and grades unless the landowners agree otherwise. However, it is not appropriate for CenterPoint to restore original contours and grades where different contours and grades are necessary to ensure the safety or stability of any transmission line's structures or the safe operation and maintenance of any transmission line.
150. It is appropriate for CenterPoint to exercise extreme care to avoid affecting non-targeted vegetation or animal life when using chemical herbicides to control vegetation within rights-of-way. The use of chemical herbicides to control vegetation within rights-of-way is required to comply with the rules and guidelines established in the Federal Insecticide, Fungicide, and Rodenticide Act and with Texas Department of Agriculture regulations.
151. It is appropriate for CenterPoint to protect raptors and migratory birds by following the procedures outlined in the following publications: *Reducing Avian Collisions with Power Lines: State of the Art in 2012*, Edison Electric Institute and Avian Power Line Interaction Committee, Washington, D.C. 2012; *Suggested Practices for Avian Protection on Power Lines: The State of the Art in 2006*, Edison Electric Institute, Avian Power Line Interaction Committee, and California Energy Commission, Washington, D.C. and Sacramento, CA 2006; and the *Avian Protection Plan Guidelines*, Avian Power Line Interaction Committee and United States Fish and Wildlife Service, April 2005. It is appropriate for CenterPoint to take precautions to avoid disturbing occupied nests and take steps to minimize the burden of construction on migratory birds during the nesting season of the migratory bird species identified in the area of construction.

152. It is appropriate for CenterPoint to use best management practices to minimize any potential harm that the agreed route presents to migratory birds and threatened or endangered species.
153. It is unlikely that the transmission facilities will adversely affect the environmental integrity of the surrounding landscape.

Texas Parks and Wildlife Department's Written Comments, Recommendations

154. On October 25, 2023, Texas Parks and Wildlife Department filed a letter containing comments and recommendations regarding the proposed transmission line.
155. Texas Parks and Wildlife Department's letter addressed issues relating to effects on ecology and the environment but did not consider the other factors the Commission and utilities must consider in CCN applications.
156. Texas Parks and Wildlife Department identified the agreed route 10 as the route that best minimizes adverse outcomes to natural resources and utilizes the most existing rights-of-way.
157. Before beginning construction, it is appropriate for CenterPoint to undertake appropriate measures to identify whether a potential habitat for endangered or threatened species exists and to respond as required.
158. CenterPoint will comply with all applicable environmental laws and regulations, including those governing threatened and endangered species.
159. CenterPoint will comply with all applicable regulatory requirements in constructing the proposed transmission facilities, including any applicable requirements under section 404 of the Clean Water Act.
160. If construction affects federally listed species or their habitats or affects water under the jurisdiction of the United States Army Corps of Engineers or the Texas Commission on Environmental Quality, CenterPoint will cooperate with the United States Fish and Wildlife Service, the United States Army Corps of Engineers, and the Texas Commission on Environmental Quality as appropriate to obtain permitting and perform any required mitigation.

161. Halff Associates, Inc. relied on habitat descriptions from various sources, including the Texas Natural Diversity Database, other sources provided by the Texas Parks and Wildlife Department, and observations from field reconnaissance to determine whether habitats for some species are present in the area surrounding the transmission facilities.
162. CenterPoint will cooperate with the United States Fish and Wildlife Service and the Texas Parks and Wildlife Department to the extent that field surveys identify threatened or endangered species' habitats.
163. The standard mitigation requirements included in the ordering paragraphs of this Order, coupled with CenterPoint's current practices, are reasonable measures for a transmission service provider to undertake when constructing a transmission line and sufficiently address the Texas Parks and Wildlife Department's comments and recommendations.
164. The Commission does not address the Texas Parks and Wildlife Department's recommendations for which there is not record evidence to provide sufficient justification, adequate rationale, or an analysis of any benefits or costs associated with the recommendation.
165. This Order addresses only those recommendations by the Texas Parks and Wildlife Department for which there is record evidence.
166. The recommendations and comments made by the Texas Parks and Wildlife Department do not necessitate any modifications to the transmission facilities.

Permits

167. Before beginning construction of the transmission facilities approved by this Order, CenterPoint will obtain any necessary permits from the Texas Department of Transportation or any other applicable state agency if the facilities cross state-owned or -maintained properties, roads, or highways.
168. Before beginning construction of the transmission facilities approved by this Order, CenterPoint will obtain a miscellaneous easement from the General Land Office if the transmission line crosses any state-owned riverbed or navigable stream.

169. Before beginning construction of the transmission facilities approved by this Order, CenterPoint will obtain any necessary permits or clearances from federal, state, or local authorities.
170. It is appropriate for CenterPoint, before commencing construction, to obtain a general permit to discharge under the Texas pollutant discharge elimination system for stormwater discharges associated with construction activities as required by the Texas Commission on Environmental Quality. In addition, because more than five acres will be disturbed during construction of the transmission facilities, it is appropriate for CenterPoint, before commencing construction, to prepare the necessary stormwater-pollution-prevention plan, to submit a notice of intent to the Texas Commission on Environmental Quality, and to comply with all other applicable requirements of the general permit.
171. It is appropriate for CenterPoint to conduct a field assessment of the agreed route before beginning construction of the transmission facilities approved by this Order to identify water resources, cultural resources, potential migratory bird issues, and threatened and endangered species' habitats disrupted by the transmission line. As a result of these assessments, CenterPoint will identify all necessary permits from Chambers County and federal and state agencies. CenterPoint will comply with the relevant permit conditions during construction and operation of the transmission facilities along the agreed route.
172. After designing and engineering the alignments, structure locations, and structure heights, CenterPoint will determine the need to notify the Federal Aviation Administration based on the final structure locations and designs. If necessary, CenterPoint will use lower-than-typical structure heights, line marking, or line lighting on certain structures to avoid or accommodate requirements of the Federal Aviation Administration.

Coastal Management Plan

173. All 20 alternative routes are located either wholly within or partially within the coastal management program boundary as defined in 31 TAC § 27.1.
174. The agreed route crosses approximately 2.48 miles of land within the coastal management program boundary, as defined in 31 TAC § 27.1(a).

175. Coastal natural resource areas, as defined under Texas Natural Resources Code § 33.203 and 31 TAC § 26.3(a)(8), include waters of the open Gulf of Mexico, waters under tidal influence, submerged lands, coastal wetlands, submerged aquatic vegetation, tidal sand and mud flats, oyster reefs, hard substrate reefs, coastal barriers, coastal shore areas, gulf beaches, critical dune areas, special hazard areas (floodplains, etc.), critical erosion areas, coastal historic areas, and coastal preserves.
176. Coastal barrier resource system units and other areas identified and generally depicted on the maps on file with the United States secretary of state entitled “Coastal Barrier Resources System,” dated October 24, 1990, as replaced, modified, revised, or corrected under 16 United States Code § 3505.
177. The coastal-facility designation line, as defined by 31 TAC § 19.2(a)(22), delineates the area seaward of which facilities, such as transmission facilities, may be subject to the certification requirements of 31 TAC § 19.12.
178. The agreed route, like all of the proposed alternative routes, does not cross any coastal barrier resource system units or other protected areas seaward of the coastal-facility designation line.
179. Sixteen of the 20 alternative routes cross national-water-initiative mapped wetlands, with lengths traversed ranging from 154 feet to 845 feet; the agreed route crosses national-water-initiative mapped wetlands for 232 feet. Eighteen of the alternative routes cross floodplains mapped by the Federal Emergency Management Agency (FEMA), with lengths traversed ranging from 75 feet to 5,484 feet; the agreed route crosses FEMA-mapped floodplains for 75 feet.
180. CenterPoint will construct transmission facilities along the agreed route in accordance with the Coastal Management Program’s goals under 31 TAC § 26.12 and policies under 31 TAC § 26.16(a).
181. Construction of the transmission facilities approved by this Order along the agreed route minimizes adverse effects on coastal natural resource areas routing adjacent and parallel to existing rights-of-way and in previously disturbed areas where practicable; routing of the agreed route according to best management practices; issuance of notice to the public,

directly affected landowners, landowners within 300 feet of the centerline of the agreed route, municipalities, counties, pipeline owners, and state, local, and federal agencies; and by receiving public comment filings, landowner interventions, and input from state, local, and federal agencies.

182. CenterPoint aligned the agreed route outside any coastal barrier resource system units or other protected areas and aligned the portion of the agreed route located seaward of the coastal facility designation line adjacent and parallel to existing rights-of-way and in previously disturbed areas when practicable.

Limitation of Authority

183. It is not reasonable or appropriate for a CCN order to be valid indefinitely because it is issued based on the facts known at the time of issuance.
184. Seven years is a reasonable and appropriate limit to place on the authority granted in this Order for CenterPoint to construct the transmission facilities.

Good-Cause Exception

185. Halff Associates, Inc. solicited comments and information from the Department of Defense Military Aviation and Installation Assurance Siting Clearinghouse regarding the transmission facilities by certified mail on August 4, 2022.
186. The Department of Defense Military Aviation and Installation Assurance Siting Clearinghouse had actual notice of the proposed transmission facilities before CenterPoint held a public meeting on October 13, 2022.

Informal Disposition

187. More than 15 days have passed since the completion of notice provided in this docket.
188. The only parties to this proceeding are CenterPoint, Commission Staff, Herman Lowery, Chamber County Logistics Terminal, L.P., and Elizabeth Cravens.
189. All the parties to this proceeding are signatories to the agreement.
190. No hearing is necessary.
191. Commission Staff recommended approval of the application.

192. This decision is not adverse to any party.

II. Conclusions of Law

The Commission makes the following conclusions of law.

1. CenterPoint is a public utility as defined in PURA § 11.004 and an electric utility as defined in PURA § 31.002(6).
2. CenterPoint is required to obtain the Commission's approval to construct the proposed transmission facilities and to provide service to the public using those facilities.
3. The Commission has authority over this matter under PURA §§ 14.001, 32.001, 37.051, 37.053, 37.054, and 37.056.
4. SOAH exercised jurisdiction over the proceeding under PURA § 14.053 and Texas Government Code §§ 2003.021 and 2003.049.
5. The application is sufficient under 16 TAC § 22.75(d).
6. CenterPoint provided notice of the application in accordance with PURA § 37.054 and 16 TAC § 22.52.
7. The Commission ALJ modified the deadline to file a motion to intervene in this proceeding from 45 days to 30 days after the application is filed, in accordance with 16 TAC § 22.104(b).
8. There is good cause under 16 TAC § 22.5(b) to modify the requirement in 16 TAC § 22.52 that the notice of the application state that the intervention deadline is 30 days from the date the application is filed.
9. Additional notice of the approved route is not required under 16 TAC § 22.52(a)(2) or (a)(3) because it consists entirely of properly noticed segments contained in the original CCN application.
10. CenterPoint held a public meeting and provided notice of that public meeting in accordance with 16 TAC § 22.52(a)(4), except that CenterPoint did not provide notice of the public meeting to the Department of Defense Military Aviation and Installation Assurance Siting Clearinghouse.

11. Good cause exists under 16 TAC § 22.5 to grant an exception to the requirement in 16 TAC § 22.52(a)(4) that notice of the public meeting held by CenterPoint on October 13, 2022 be provided to the Department of Defense Military Aviation and Installation Assurance Siting Clearinghouse.
12. The Commission processed this docket in accordance with the requirements of PURA, the Administrative Procedure Act,² and the Commission's rules.
13. The transmission facilities using the agreed route are necessary for the service, accommodation, convenience, or safety of the public within the meaning of PURA § 37.056(a).
14. The transmission facilities using the agreed route comply with the Texas coastal management program's requirements under 16 TAC § 25.102, goals under 31 TAC § 26.12, and applicable policies under 31 TAC § 26.16(a).
15. The Commission must approve or deny the application not later than the 180th day after it was filed under PURA § 37.057.
16. The proceeding meets the requirements for informal disposition under 16 TAC § 22.35.

III. Ordering Paragraphs

In accordance with these findings of fact and conclusions of law, the Commission issues the following orders.

1. The Commission approves the agreed route and amends CenterPoint's CCN number 30086 to include the construction and operation of the transmission facilities along the agreed route (segments A2, B3, C5, D5, E5, I3, I2, K4, N31, and N33), which comprises approximately 2.49 miles of double-circuit 138-kV transmission line in Chambers County.
2. CenterPoint must consult with pipeline owners or operators in the vicinity of the approved route regarding the pipeline owners' or operators' assessment of the need to install measures to mitigate the effects of alternating-current interference on existing pipelines that are paralleled by the electric transmission facilities approved by this Order.

² Administrative Procedure Act, Tex. Gov't Code §§ 2001.001-.902.

3. CenterPoint must conduct surveys, if not already completed, to identify metallic pipelines that could be affected by the transmission lines approved by this Order and cooperate with pipeline owners in modeling and analyzing potential hazards because of alternating-current interference affecting metallic pipelines being paralleled.
4. CenterPoint must obtain all permits, licenses, plans, and permission required by state and federal law that are necessary to construct the transmission facilities approved by this Order, and if CenterPoint fails to obtain any such permit, license, plan, or permission, it must notify the Commission immediately.
5. CenterPoint must identify any additional permits that are necessary, consult any required agencies (such as the United States Army Corps of Engineers and United States Fish and Wildlife Service), obtain all necessary environmental permits, and comply with the relevant conditions during construction and operation of the transmission facilities approved by this Order.
6. If CenterPoint encounters any archeological artifacts or other cultural resources during construction, work must cease immediately in the vicinity of the artifact or resource, and CenterPoint must report the discovery to, and act as directed by, the Texas Historical Commission.
7. Before beginning construction, CenterPoint must undertake appropriate measures to identify whether a potential habitat for endangered or threatened species exists and must respond as required.
8. CenterPoint must use best management practices to minimize the potential harm to migratory birds and threatened or endangered species that is presented by the agreed route.
9. CenterPoint must follow the procedures to protect raptors and migratory birds as outlined in the following publications: *Reducing Avian Collisions with Power Lines: The State of the Art in 2012*, Edison Electric Institute and Avian Power Line Interaction Committee, Washington, D.C. 2012; *Suggested Practices for Avian Protection on Power Lines: The State of the Art in 2006*, Edison Electric Institute, Avian Power Line Interaction Committee, and California Energy Commission, Washington, D.C. and Sacramento, CA 2006; and *Avian Protection Plan Guidelines*, Avian Power Line

Interaction Committee and United States Fish and Wildlife Service, April 2005. CenterPoint must take precautions to avoid disturbing occupied nests and take steps to minimize the burden of the construction on migratory birds during the nesting season of the migratory bird species identified in the area of construction.

10. CenterPoint must exercise extreme care to avoid affecting non-targeted vegetation or animal life when using chemical herbicides to control vegetation within the rights-of-way. Herbicide use must comply with rules and guidelines established in the Federal Insecticide, Fungicide, and Rodenticide Act and with Texas Department of Agriculture regulations.
11. CenterPoint must minimize the amount of flora and fauna disturbed during construction of the transmission facilities, except to the extent necessary to establish appropriate right-of-way clearance for the transmission line. In addition, CenterPoint must re-vegetate using native species and must consider landowner preferences and wildlife needs in doing so. Furthermore, to the maximum extent practicable, CenterPoint must avoid adverse environmental effects on sensitive plant and animal species and their habitats, as identified by the Texas Parks and Wildlife Department and the United States Fish and Wildlife Service.
12. CenterPoint must implement erosion-control measures as appropriate. Erosion-control measures may include inspection of the rights-of-way before and during construction to identify erosion areas and implement special precautions as determined reasonable to minimize the effect of vehicular traffic over the areas. Also, CenterPoint must return each affected landowner's property to its original contours and grades unless otherwise agreed to by the landowner or the landowner's representative. However, the Commission does not require CenterPoint to restore original contours and grades where a different contour or grade is necessary to ensure the safety or stability of the structures or the safe operation and maintenance of the line.
13. To the maximum extent practicable, CenterPoint must minimize any potential adverse effects of the construction of the transmission facilities on coastal natural resource areas by designing and constructing the transmission facilities according to best management practices.

14. CenterPoint must cooperate with directly affected landowners to implement minor deviations in the approved route to minimize the disruptive effect of the transmission line approved by this Order. Any minor deviations from the approved route must only directly affect landowners who were sent notice of the transmission line in accordance with 16 TAC § 22.52(a)(3) and have agreed to the minor deviation.
15. The Commission does not permit CenterPoint to deviate from the approved route in any instance in which the deviation would be more than a minor deviation without first further amending the relevant CCN.
16. If possible, and subject to the other provisions of this Order, CenterPoint must prudently implement appropriate final design for the transmission line to avoid being subject to the Federal Aviation Administration's notification requirements. If required by federal law, CenterPoint must notify and work with the Federal Aviation Administration to ensure compliance with applicable federal laws and regulations. The Commission does not authorize CenterPoint to deviate materially from this Order to meet the Federal Aviation Administration's recommendations or requirements. If a material change would be necessary to meet the Federal Aviation Administration's recommendations or requirements, then CenterPoint must file an application to amend its CCN as necessary.
17. CenterPoint must include the transmission facilities approved by this Order on its monthly construction progress reports before the start of construction to reflect the final estimated cost and schedule in accordance with 16 TAC § 25.83(b). In addition, CenterPoint must provide final construction costs, with any necessary explanation for cost variance, after the completion of construction when CenterPoint identifies all charges.
18. Entry of this Order does not indicate the Commission's endorsement or approval of any principle or methodology that may underlie the agreement and must not be regarded as precedential as to the appropriateness of any principle or methodology underlying the agreement.
19. The Commission limits the authority granted by this Order to a period of seven years from the date this Order is signed unless the transmission facilities are commercially energized before that time.

20. The Commission denies all other motions and any other requests for general or specific relief that the Commission has not expressly granted.

Signed at Austin, Texas the 7th day of March 2024.


PUBLIC UTILITY COMMISSION OF TEXAS



LORI COBOS, COMMISSIONER

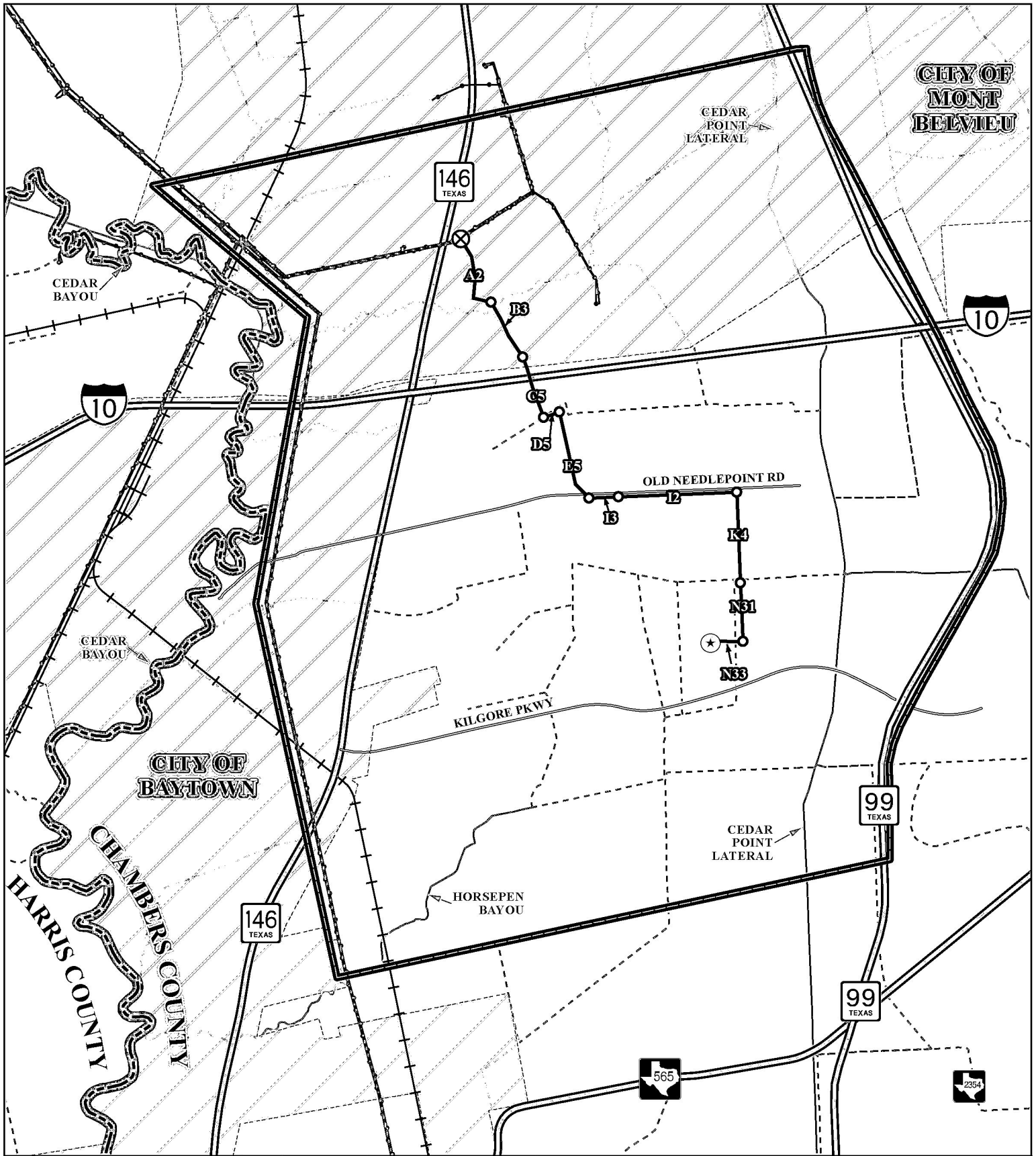


JIMMY GLOTFELTY, COMMISSIONER



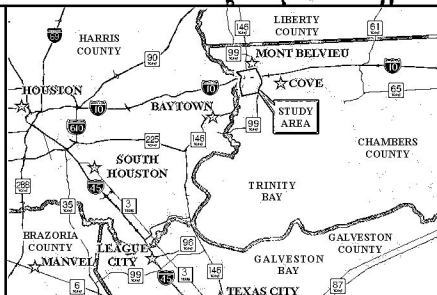
KATHLEEN JACKSON, COMMISSIONER

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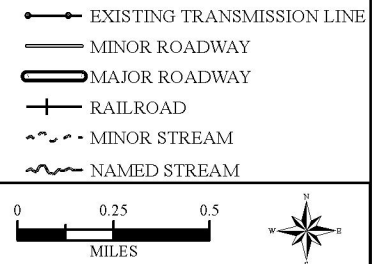
KILGORE SUBSTATION 138 kV TRANSMISSION LINE PROJECT

APPROVED
ROUTE 10



LEGEND

- STUDY AREA
- PROJECT END POINT
- PROJECT ORIGIN POINT
- APPROVED ROUTE SEGMENT
- COUNTY BOUNDARY
- CITY LIMITS
- EXISTING TRANSMISSION LINE
- MINOR ROADWAY
- MAJOR ROADWAY
- RAILROAD
- MINOR STREAM
- NAMED STREAM





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 Appurtenances¹

(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 Grantee² 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 Grantor³, 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.

¹ 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.

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

³ "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 Easement⁴

(1) The uses of the surface of the property to be encumbered by the electric transmission line right-of-way easement acquired by Grantee⁵ 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) Grantor⁶: (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.

⁴ 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.

⁵ "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.

⁶ "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 Easement⁷

(1) With regard to the specific vegetation described as follows: _____, Grantor⁸: (check one):

- ☐ may recover from Grantee⁹ 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.

⁷ 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.

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

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

SURVEY ACCESS FORM

State of Texas

Tract No.: _____

County of _____

Date: April 3, 2024

Property Owner: _____

Address: _____

Telephone: (____) _____

Contact Person: _____

Address: _____

Telephone: (____) _____

Tenant / Other: _____

Address: _____

Telephone: (____) _____

PROPERTY DESCRIPTION: _____ (the "Property").

Subject to the terms and conditions herein, access and license is hereby granted unto [_____] ("Company"), whose mailing address is **P.O. Box 4324, Houston, Texas 77210-4324**, its contractors, subcontractors, agents, and employees to enter upon the Property for the purpose of making a preliminary survey, including metes and bounds, the placement of stakes, line of sight clearing, appraisal reports, and archaeological, species, and environmental walk-throughs, inspections, and/or testing, as may be required by applicable state and federal laws (collectively, the "Survey").

Company will limit its Survey to only that portion of the Property that is anticipated to be affected by Company's Project, and other specific areas of the Property that must be accessed to conduct the Survey, which include the Property corners or Property location monuments necessary to identify the boundaries of the Property.

Company's entry on the Property will be limited to the purpose of conducting the Survey.

Unless otherwise authorized by Property Owner, Company will not cut, remove, or relocate any fence for the purpose of conducting the Survey without promptly restoring or repairing the fence.

Upon completion of the Survey, Company shall restore the Property to as close as reasonably possible to the original condition before entry.

Company will remove all tools and equipment used in the Survey on or before the ninetieth (90th) day after Company's receipt of this signed Survey Access Form.

Upon written request, Company will furnish to Property Owner, at no cost, a survey plat or depiction gathered and prepared from information obtained from the Survey.

COMPANY WILL INDEMNIFY PROPERTY OWNER FOR DAMAGES, IF ANY, RESULTING FROM THE SURVEY.

[_____] _____

Property Owner:

Name: _____ Date: _____

Name: _____ Date: _____

ATTACHMENT B

List of Landowners Crossed by the Approved Route

Attachment B
Landowners Crossed by the Approved Route

PROPERTY_ID	NAME	MAILING_ADDRESS_1	CITY	STATE	ZIP5
16219, 30042	ANGEL BROTHERS ENTERPRISES LTD	PO BOX 570	BAYTOWN	TX	77522
	53773 ANGEL BROTHERS PROPERTIES LLC	5210 WEST ROAD	BAYTOWN	TX	77521
	52583 COWBOYS SERVICES INC	24015 INTERSTATE 10	WALLISVILLE	TX	77597
799	CROSSBRIDGE LLC	3637 MEADOW LAKE LANE	HOUSTON	TX	77027
29891	DCB JOINT VENTURE NO 1	PO BOX 9631	COLLEGE STATION	TX	77842
8349	DESTINATION VENTURES LP	11163 OLD NEEDLEPOINT RD, SUITE 100	BAYTOWN	TX	77523
44224	ENTERPRISE PRODUCTS TEXAS	PO BOX 4324	HOUSTON	TX	77210
5159	JOAN & KINNEY FITZGERALD	PO BOX 82	MONT BELVIEU	TX	77580
24775	RICKY FONTENOT	10740 OLD NEEDLEPOINT RD	BAYTOWN	TX	77523
9967	GOOSE CREEK ISD	P.O. BOX 30	BAYTOWN	TX	77522
1714	MARTIN TRANSPORT INC	PO BOX 191	KILGORE	TX	75663
26638	JOSE MARTIN NAVEJAR	19830 SAN JUAN PL	BAYTOWN	TX	77523
5098, 11800, 18942	NEQ INVESTMENTS LTD	9400 HWY 146 NORTH	BAYTOWN	TX	77523
29984, 29985, 34127, 34128	TALKE RE HOLDINGS INC	PO BOX 190	MONT BELVIEU	TX	77580
8657, 15329	WEST CHAMBERS COUNTY DEV CO	PO BOX 749	MONT BELVIEU	TX	77580
52203	EMIDIO & CARMELA MARTINEZ	2415 GLADIOLA	HIGHLANDS	TX	77562

ATTACHMENT C

Notice to Landowners within 300 feet of the Approved Route but will not be crossed



CenterPoint Energy
P.O. Box 1700
Houston, TX 77251-1700
713-207-1111

March 29, 2024

«NAME»
«SECOND_NAME»
«MAILING_ADDRESS_1»
«CITY», «STATE» «ZIP5»

Property ID Number: «PROPERTY_ID»

Re: Public Utility Commission of Texas Docket No. 55365 – 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

Dear «NAME»,

In August 2023, CenterPoint Energy Houston Electric, LLC (CenterPoint Energy) notified landowners, including you, that it had filed an application with the Public Utility Commission of Texas (PUC) to amend its Certificate of Convenience and Necessity (CCN). The CCN application requested authorization for CenterPoint Energy to construct new 138 kV transmission facilities along multiple possible routes, including a route or routes that cross your property. The CCN application was assigned to Docket No. 55365.

The PUC issued the Final Order in Docket No. 55365 on March 7, 2024, in which Alternative Route 10 (Segments A2-B3-C5-D5-E5-I3-I2-K4-N31-N33), was designated as the route along which CenterPoint Energy is authorized to construct the new transmission facilities. Route 10, as approved by the PUC, is shown on the enclosed map. Your property falls within 300 feet of the approved route, and CenterPoint Energy may need to obtain land rights from you. One of the first activities we will undertake is surveying across your property.

A copy of the PUC's final order is enclosed and may also be found at the following:
<https://interchange.puc.texas.gov/search/documents/?controlNumber=55365&itemNumber=53>

For more information about the approved project route, please visit our website at <http://www.centerpointenergy.com/kilgoresubstation>, or contact the 138 kV Kilgore Substation project team at 713-207-6490 or email at Kilgoresubstation@centerpointenergy.com.

We look forward to working with you or your representatives to come to a mutually satisfactory conclusion for all parties concerned.

Sincerely,

A handwritten signature in black ink that reads 'Jerry J. Cleveland'.

Jerry Cleveland, Manager
Surveying & Right-of-Way

Enclosures: PUC Order for Docket No. 55365
Map of 138 kV Kilgore Substation Approved Route 10
State of Texas Landowner's Bill of Rights

**PUC DOCKET NO. 55365
SOAH DOCKET NO. 473-23-26934**

RECEIVED
2023-07-14 11:14 AM
PUC TEXAS

APPLICATION OF CENTERPOINT	§	PUBLIC UTILITY COMMISSION
ENERGY HOUSTON ELECTRIC, LLC	§	
TO AMEND A CERTIFICATE OF	§	OF TEXAS
CONVENIENCE AND NECESSITY FOR	§	
A 138-KV TRANSMISSION LINE	§	
WITHIN CHAMBERS COUNTY	§	

ORDER

This Order addresses the application of CenterPoint Energy Houston Electric, LLC to amend its certificate of convenience and necessity (CCN) to construct, own, and operate a 138-kilovolt (kV) double-circuit transmission line that will loop the existing 138-kV Chevron-to-Langston line and connect it to the new 138-kV Kilgore distribution substation in Chambers County. Because the proposed transmission facilities will loop an existing circuit into a new load-serving station, the Electric Reliability Council of Texas, Inc. (ERCOT) has not reviewed the proposal and has not deemed this transmission line as critical to the reliability of the ERCOT system.

CenterPoint filed a unanimous agreement to route the transmission line along route 10. The Commission approves the agreed route and amends CenterPoint's CCN number 30086 to the extent provided by this Order.

I. Findings of Fact

The Commission makes the following findings of fact.

Applicant

1. CenterPoint Energy Houston Electric, LLC is a Texas limited liability company registered with the Texas secretary of state under filing number 800119842.
2. CenterPoint owns and operates for compensation in Texas facilities and equipment to transmit and distribute electricity in the ERCOT region.
3. CenterPoint holds certificate of convenience and necessity number 30086 to provide service to the public.

53

Application

4. On August 15, 2023, CenterPoint filed a request for a docket number and motion to modify the intervention period and to refer the case to the State Office of Administrative Hearings (SOAH).
5. In Order No. 1 filed on August 16, 2023, the Commission administrative law judge (ALJ) modified the deadline to intervene to 30 days and deferred the SOAH referral request to a future order.
6. On August 30, 2023, CenterPoint filed an application to amend its CCN for the proposed construction of a new transmission line and new substation.
7. CenterPoint retained Halff Associates, Inc. to prepare an environmental assessment and routing analysis, which CenterPoint attached to the application.
8. In the application, CenterPoint stated that route 10 best addressed the requirements of PURA¹ and the Commission's rules.
9. In SOAH Order No. 2 filed on September 21, 2023, the SOAH ALJs found the application sufficient.

Description of the Transmission Facilities

10. CenterPoint proposes to construct a new 138-kV double-circuit transmission line that will loop the existing 138-kV Chevron substation-to-Langston substation circuit 86 in the CenterPoint transmission network and connect it to the new CenterPoint Kilgore distribution substation. The transmission line will originate in the city of Mont Belvieu and terminate in the city of Baytown.
11. In this Order, the term *transmission facilities* includes the transmission line and the new Kilgore substation.
12. CenterPoint plans to construct the transmission line on mainly double-circuit steel lattice towers with a vertical phase configuration in an 80-foot-wide right-of-way. The typical height of a lattice steel tower with a vertical phase configuration can range from

¹ Public Utility Regulatory Act, Tex. Util. Code §§ 11.001–66.016.

approximately 90 to 140 feet depending on the terrain and required National Electrical Safety Code clearances.

13. Depending on the terrain and other considerations, different right-of-way widths and alternative structure types may be required. CenterPoint may use tubular steel poles or concrete poles with a vertical configuration in an 80-foot-wide right-of-way and flat-tap steel structures with a horizontal configuration in a 180-foot-wide right-of-way to approach and dip under existing transmission lines. The typical height of a flat-tap steel structure with a horizontal-phase configuration ranges from approximately 35 to 55 feet. The typical height of a concrete fiber-only stub pole ranges from approximately 45 to 70 feet.
14. CenterPoint plans to use 959-kilocircular-mil aluminum conductor, steel supported trapezoid wire, with two conductors per phase, having a continuous summer static current rating of 3,512 amperes and a continuous static line capacity of 838 megavolt-amperes.
15. The proposed Kilgore distribution substation will initially include two 100-megavolt-ampere, 138-to-35-kV power transformers and four distribution feeders leaving the substation site. The substation will also include aluminum tubular bussing, a control cubicle, a static mass for lightning protection, fault interrupting devices, and devices and equipment needed for the four distribution feeders leaving the substation site. The transmission-line circuit entering the substation will have an associated H-frame dead-end structure and line sectionalizing switches.
16. CenterPoint expects that the substation facility will require a 15-acre parcel, with an estimated footprint of 805 feet, 800 feet, 780 feet, and 840 feet.
17. The Kilgore substation will have the ability and space to add two more 100-megavolt-ampere, 138-to-35-kV power transformers and 12 more distribution feeders, thus accommodating a total of four 100-megavolt-ampere, 138-to-35-kV power transformers and 16 distribution feeders with minimal modifications.
18. CenterPoint proposed 20 alternative routes and two alternative substation sites.
19. The alternative routes range in length from approximately 2.27 to 5.66 miles.
20. All alternative routes are viable and constructible.

Schedule

21. CenterPoint estimated that it would finalize engineering and design by October 2024, acquire all rights-of-way and land by February 2025, procure material and equipment by October 2025, complete construction by May 2026, and energize the transmission facilities approved by this Order by June 2026.

Public Input

22. To develop information on community values for the transmission facilities, CenterPoint held a public meeting on October 13, 2022 at the Baytown Community Center, located at 2407 Market Street, Baytown, TX.
23. CenterPoint directly mailed individual notification letters announcing the public meeting to 324 landowners whose property is located within 300 feet of each of the preliminary transmission-line segments. CenterPoint obtained the landowners' names and addresses from the Chambers County tax rolls database. The notice included a map of the study area depicting the preliminary route segments and a document with frequently asked questions.
24. CenterPoint sent written notice of the public meeting to 44 local officials and government agencies. In addition, CenterPoint publicized the public meeting through a public notice published in the *Houston Chronicle* and *The Baytown Sun* on October 4, 2022.
25. A total of 15 people signed in as attending the public meeting.
26. CenterPoint received completed questionnaires from five individuals.
27. Information from the public meeting and from local, state, and federal agencies was evaluated and incorporated into the selection of recommended and alternative routes by CenterPoint.

Notice of Application

28. On August 30, 2023, CenterPoint sent written notice of the application by first-class mail to municipal officials of the City of Baytown and the City of Mont Belvieu.
29. On August 30, 2023, CenterPoint sent written notice of the application by first-class mail to county officials in Chambers County.

30. On August 30, 2023, CenterPoint sent written notice of the application by first-class mail to each neighboring utility providing similar utility service within five miles of the proposed routes.
31. On August 30, 2023, CenterPoint sent written notice of the application by first-class mail to each landowner, as stated on the current county tax roll in Chambers County, who could be directly affected by the transmission facilities on any of the proposed routes.
32. On August 30, 2023, CenterPoint sent written notice of the application by first-class mail to owners of pipelines with facilities paralleled or crossed by a proposed route.
33. On August 30, 2023, CenterPoint sent notice of the application to the Office of Public Utility Counsel (OPUC).
34. On August 30, 2023, CenterPoint sent written notice of the application by certified mail to the Department of Defense Military Aviation and Installation Assurance Siting Clearinghouse.
35. On August 30, 2023, CenterPoint sent a copy of the environmental assessment and routing analysis by certified mail to the Texas Parks and Wildlife Department.
36. On September 18, 2023, CenterPoint filed the affidavit of Bradley J. Diehl, manager of transmission policy for CenterPoint, attesting to the provision of notice to municipalities within five miles, Chambers County officials, neighboring utilities, OPUC, Department of Defense Military Aviation and Installation Assurance Siting Clearinghouse, the Texas Parks and Wildlife Department, owners of pipelines, and directly affected landowners.
37. On September 7, 2023, CenterPoint published notice in the *Houston Chronicle* and *The Baytown Sun*, which are newspapers of general circulation in Chambers County.
38. On September 18, 2023, CenterPoint filed affidavits attesting to the publication of notice of the application.
39. In SOAH Order No. 3 filed on October 3, 2023, the SOAH ALJs found the notice of the application sufficient.

Intervenors

40. In SOAH Order No. 3 filed on October 3, 2023, the SOAH ALJs granted the motion to intervene filed by Tyler Fitzgerald. Because the time for response to motions to intervene had not expired, the SOAH ALJs provisionally granted the motions to intervene filed by Chambers County Logistics Terminal, L.P. by Chambers County Associates Inc., its sole general partner (represented by Kathleen Bracquene), Herman Lowery, Gail Enderli, Bart Enderli, Sherry and Royce Majors, Michelle Culpepper, and Elizabeth Cravens. No objection to these interventions was subsequently filed.
41. In SOAH Order No. 4 filed on November 9, 2023, the SOAH ALJs dismissed the following intervenors for failure to file direct testimony or a statement of position by the October 6, 2023 deadline: Tyler Fitzgerald, Gail Enderli, Bart Enderli, Sherry and Royce Majors, and Michelle Culpepper.

Alignment of Intervenors

42. No parties provided notice of a voluntary alignment, nor was any alignment requested or ordered.

Route Adequacy

43. No party contested whether the application provided an adequate number of reasonably differentiated routes to conduct a proper evaluation.
44. Given the distance between the transmission-line endpoints and the nature of the area in which the alternative routes are located, the application provided an adequate number of reasonably differentiated routes to conduct a proper evaluation.

Testimony

45. On August 30, 2023, CenterPoint filed the direct testimonies of Bradley J. Diehl, manager of transmission policy for CenterPoint; Chris Sanderson, environmental scientist and environmental team leader for Halff Associates, Inc.; and Jacob P. Tomczyszyn, manager of the transmission design department for CenterPoint.
46. On October 6, 2023, Herman Lowery filed his direct testimony; Chambers County Logistics Terminal, L.P. filed the direct testimony of Hans D'Hooghe; and Elizabeth Cravens filed her direct testimony.

47. On October 20, 2023, Commission Staff filed the direct testimony of John Poole.
48. On October 30, 2023, CenterPoint filed the supplemental direct testimony of Bradley J. Diehl.
49. On November 9, 2023, CenterPoint filed the affidavit of Bradley J. Diehl attesting to additional information regarding need for the proposed transmission facilities.
50. On November 17, 2023, Commission Staff filed the supplemental testimony of John Poole recommending that CenterPoint's application be approved.

Referral to SOAH for Hearing

51. On August 31, 2023, the Commission referred this docket to SOAH and filed a preliminary order specifying issues to be addressed in this proceeding.
52. In SOAH Order No. 2 filed on September 21, 2023, the SOAH ALJs provided notice of a hearing on the merits set for 9:00 a.m. on November 9–10, 2023 by videoconference.
53. On November 7, 2023, CenterPoint and Commission Staff filed a joint motion to establish a revised procedural schedule and seek a good-cause exception to extend the deadline to allow for administrative approval of the application under 16 Texas Administrative Code (TAC) § 25.101(b)(3)(C).
54. In SOAH Order No. 4 filed on November 9, 2023, the SOAH ALJs adopted the proposed procedural schedule and declined the parties' request for a good-cause exception.
55. On December 1, 2023, CenterPoint filed a unanimous agreement between the parties, agreeing on route 10.
56. In SOAH Order No. 6 filed on December 4, 2023, the SOAH ALJs admitted the following evidence into the record of the proceeding:
 - a. CenterPoint's application to amend a CCN for a 138-kV transmission line in Chambers County, including all attachments, filed on August 30, 2023;
 - b. the direct testimonies, including all attachments and exhibits, of Chris Sanderson, Bradley J. Diehl, and Jacob P. Tomczyszyn, filed on August 30, 2023;
 - c. CenterPoint's actions to aid the Commission's review, filed on August 30, 2023;

- d. CenterPoint's native attachments to the application, Table 4-1 and Attachment 3, filed on September 13, 2023;
 - e. Commission Staff's recommendation on sufficiency of the application filed on September 13, 2023;
 - f. CenterPoint's affidavit attesting to proof of notice, including attachments, filed on September 18, 2023;
 - g. Commission Staff's recommendation on the sufficiency of notice, filed on September 26, 2023;
 - h. the direct testimony, including all attachments and exhibits, of Herman Lowery, filed on October 6, 2023;
 - i. the direct testimony of Chambers County Logistics Terminal, L.P., filed on October 6, 2023;
 - j. the direct testimony, including all attachments and exhibits, of Elizabeth Cravens, filed on October 6, 2023;
 - k. the direct testimony, including all attachments, of Commission Staff witness John Poole, filed on October 20, 2023;
 - l. the supplemental direct testimony of Bradley J. Diehl, filed on October 30, 2023;
 - m. CenterPoint's submission of additional information regarding need, filed on November 9, 2023;
 - n. Commission Staff's recommendation on final disposition, including the supplemental testimony of John Poole, filed on November 9, 2023; and
 - o. the agreement and proposed order, filed on December 1, 2023.
57. On December 4, 2023, the SOAH ALJs remanded this proceeding to the Commission.

Return from SOAH

58. On January 17, 2024, CenterPoint filed the affidavit of Bradley J. Diehl attesting to additional information supporting the estimated cost of the proposed Kilgore distribution station.
59. In Order No. 2 filed on January 25, 2024, the Commission ALJ admitted into the record the affidavit of Bradley J. Diehl and attached exhibit A, filed on January 17, 2024.

Adequacy of Existing Service and Need for Additional Service

60. Western Chambers County is served by two existing 35-kV distribution substations (Jordan and Trinity Bay) and one existing 12-kV distribution substation (Mont Belvieu). The new 138-kV Kilgore distribution substation is needed to support these substations in serving existing customers, area load growth, and multiple commercial and residential developments planned for the area.
61. Over five years (2018 through 2022), the three existing substations have experienced a 14.25% combined load growth, from 132.99 MW to 151.94 MW.
62. Because of industrial, commercial, and residential developments planned in the area, CenterPoint forecasts that the distribution load currently served from the three existing substations will grow approximately 39 MW between 2023 and 2032, with a combined load increase of almost 20% between 2023 and 2032.
63. Although the existing distribution substations in the area are not yet at their full capacity, given current load forecasts, two circuits—one at Jordan and one at Trinity Bay—could be overloaded by 2027, the year the proposed Kilgore substation would come online if approved. Two other circuits—one at Jordan and one at Trinity Bay—could come within 5 MW of overloading by that date.
64. Upgrading voltage or bundling of conductors of existing facilities or adding transformers would not provide the additional capacity necessary to serve forecasted load growth. The existing distribution substations have limited capacity to serve more load, have physical limitations that restrict their expansion, and are further away from some areas of new load growth that the new Kilgore substation would serve.
65. The Mont Belvieu substation operates at a 12-kV voltage level that does not provide sufficient capacity to support the forecasted load growth. Upgrading the voltage at Mont Belvieu to 35 kV would require upgrading all distribution lines serving customers and all customer interconnections. A dual voltage substation at Mont Belvieu is not feasible because the substation does not have the physical space to add 35-kV transformers. The Trinity Bay substation is 6.5 to 7 miles from the area that the new Kilgore substation would serve and has limited physical space for distribution feeders even if additional transformers

are added. While the Jordan substation has space, its actual load is already higher than CenterPoint's forecast for 2024 and it is 4.5 to 5 miles from the area that the new Kilgore substation would serve.

66. Locating a new substation closer to the load center will increase circuit capacity to better serve existing and new distribution customers and support the rapid load growth in this fast-growing area.
67. In addition, this new substation will help reduce distribution overhead feeder exposure, circuit customer counts, and average feeder loading in the area, which will improve circuit reliability for distribution customers.
68. CenterPoint evaluated four interconnection options to connect the new 138-kV Kilgore substation to CenterPoint's existing 138-kV transmission circuits. CenterPoint's original study recommended double tapping the new Kilgore substation via an approximately 3-mile-long transmission line connecting to both circuit 52 between Eagle station and Winfre station and circuit 86 between Langston station and Mont Belvieu station. However, after updating load forecasts and developing engineering estimates to prepare its application in this proceeding, CenterPoint requests to instead loop new Kilgore substation via an approximately 2.6-mile-long transmission line connecting to circuit 86 between Chevron station and Langston station. CenterPoint predicts that this proposal will on average be about 12% less expensive than an option that requires a second tap.
69. As a radial transmission line to serve a new load, the transmission line qualifies as a neutral tier 4 transmission line under ERCOT Protocol 3.11.4. Accordingly, the transmission line was not submitted for review by the ERCOT regional planning group.
70. The need for a transmission line is satisfied by any of the proposed alternative routes.
71. No party challenged the need for the transmission facilities, and Commission Staff recommended that the proposed transmission facilities are the best option to meet the demonstrated need.

Routing of the Transmission Facilities

72. The agreed route 10 consists of the following segments: A2, B3, C5, D5, E5, I3, I2, K4, N31, and N33.
73. The agreed route consists entirely of noticed segments that were not changed or modified from the segments proposed in the application.
74. The agreed route is 2.49 miles in length.

Effect of Granting the Application on CenterPoint and other Utilities and Probable Improvement of Service or Lowering of Cost

75. CenterPoint is the only electric utility involved in the construction of the transmission facilities, and no other electric utility's existing facilities will be used.
76. The proposed transmission line will not serve another electric utility or connect with the facilities owned by another electric utility.
77. The agreed route begins at the existing 138-kV Chevron substation-to-Langston substation circuit 86 transmission line and terminates at the proposed Kilgore substation, all owned by CenterPoint.
78. It is likely that the construction of the transmission facilities will result in a more reliable transmission system that adequately serves load in the area.
79. It is unlikely that the construction of the transmission facilities will adversely affect service by other utilities in the area.

Estimated Costs

80. The estimated construction costs of the 20 filed routes range from approximately \$59,741,000 to \$98,779,000, including substation costs.
81. The estimated cost of substation work ranges from \$20,832,000 to \$22,832,000, depending on the route selected.
82. The estimated cost of the agreed route is \$59,741,000, including \$38,909,000 for transmission construction and \$20,832,000 for substation costs.
83. The estimated cost of the agreed route is reasonable given the range of the cost estimates for the routes.

84. CenterPoint will finance the proposed transmission facilities from its general corporate funds.

Prudent Avoidance

85. Prudent avoidance, as defined in 16 TAC § 25.101(a)(6), is the “limiting of exposures to electric and magnetic fields that can be avoided with reasonable investments of money and effort.”
86. The number of habitable structures within 300 feet of the application routes’ centerlines ranges from 1 to 198.
87. The agreed route has 39 habitable structures within 300 feet of its centerline.
88. The construction of transmission facilities along the agreed route complies with the Commission’s policy of prudent avoidance.

Community Values

89. The principal concerns expressed in the questionnaire responses from the public meeting included noise and health and avoiding wildlife, wetlands, and residential areas. Responses also ranked roads and highways as the most important existing features that the proposed transmission line should follow.
90. CenterPoint evaluated comments received during the public meeting and comments from agencies and officials.
91. The agreed route adequately addresses the expressed community values.

Using or Paralleling Compatible Rights-of-Way and Paralleling Property Boundaries

92. When developing routes, CenterPoint evaluated the use of existing compatible rights-of-way and paralleling of existing compatible rights-of-way and apparent property boundaries.
93. The routes in the application use or parallel existing compatible rights-of-way or parallel apparent property boundaries for 28% to 80% of the length of the route depending on the route selected.
94. The agreed route uses or parallels existing compatible rights-of-way or parallels apparent property boundaries for 53% of its length.

95. The routes in the application do not use or parallel existing transmission-line easement for 1.99 miles to 3.27 miles, depending on the route selected.
96. The agreed route does not use or parallel existing transmission-line easement and will require 2.49 miles of new right-of-way.
97. The agreed route uses or parallels existing compatible rights-of-way and apparent property boundaries to a reasonable extent.

Engineering Constraints

98. CenterPoint evaluated engineering and construction constraints when developing routes.
99. CenterPoint did not identify any engineering constraints that would prevent the construction of transmission facilities along the agreed route.

Land Uses and Land Types

100. The study area boundary was defined to provide an area large enough to develop an adequate set of geographically diverse routes. The western boundary of the study area is defined by an existing 345-kV transmission line which is paralleled for a portion of this boundary and is adjacent to the Chambers and Harris County line. The eastern boundary of the study area is defined by State Highway 99; a portion of this boundary parallels the side of State Highway 99. The northern study boundary is located north of Interstate Highway 10 in the City of Mont Belvieu. The southern study area boundary is located south of Kilgore Parkway.
101. The evaluation criteria used to compare potential land-use outcomes include overall route length, the length of route paralleling existing corridors (including apparent property lines), the proximity of the route to habitable structures, potential effects on recreational and park areas, and the length of route across various land-use types. An analysis of the existing land use adjacent to the proposed right-of-way was required to evaluate the potential outcomes.
102. The land-use evaluation placed the greatest importance on the length of the route, number of habitable structures along the route, and percentage of the route parallel with apparent features.

103. All of the routing segments proposed by CenterPoint in this proceeding can be safely and reliably constructed and operated without significant adverse effects on uses of property.

Radio Towers and Other Electronic Installations

104. No commercial AM radio transmitters were identified within 10,000 feet of the agreed route's centerline.
105. Two FM radio transmitters, microwave relay stations, or other electronic installations were identified within 2,000 feet of the agreed route's centerline.
106. The agreed route will not have a significant effect on electronic communication facilities or operations in the study area.

Airstrips and Airports

107. There are no airports registered with the Federal Aviation Administration and equipped with runways shorter than or exactly 3,200 feet within 10,000 feet of the centerline of any of the proposed alternative routes.
108. The number of airports registered with the Federal Aviation Administration and equipped with at least one runway longer than 3,200 feet within 20,000 feet of an alternative route centerline ranges from one (with respect to two of the alternative routes) to three (with respect to six of the alternative routes).
109. There are two airports registered with the Federal Aviation Administration and equipped with at least one runway longer than 3,200 feet within 20,000 feet of the agreed route's centerline.
110. There are no private airstrips within 10,000 feet of the proposed centerline of any of the alternative routes.
111. There is one heliport within 5,000 feet of fifteen of the alternative route centerlines.
112. There is one heliport within 5,000 feet of the agreed route centerline.
113. It is unlikely that the transmission facilities will adversely affect any airports, airstrips, or heliports.

Irrigation Systems

- 114. None of the proposed alternative routes cross any pasture or cropland using any known mobile irrigation systems.
- 115. It is unlikely that the transmission facilities will adversely affect any agricultural lands with known mobile irrigation systems.

Pipelines

- 116. All of the proposed alternative routes parallel metallic pipeline rights-of-way, ranging from 372 feet to 12,870 feet.
- 117. The agreed route parallels metallic pipelines transmitting hydrocarbons for 372 feet.
- 118. It is unlikely that the transmission facilities will adversely affect any crossed or paralleled metallic pipelines that transport hydrocarbons.

Recreational and Park Areas

- 119. Three of the proposed alternative routes cross recreational and park areas. The proposed routes cross up to 315 feet of recreational and park areas, depending on the route selected. The centerlines of the proposed alternative routes are located within 1,000 feet of up to one additional recreational and park area.
- 120. The agreed route does not cross recreational and park areas, and there are no recreational or park areas within 1,000 feet of its centerline.
- 121. It is unlikely that the transmission facilities will adversely affect the use and enjoyment of any recreational or park areas.

Historical and Archaeological Values

- 122. One official Texas historical marker and three recorded archaeological sites were identified within 1,000 feet of alternative routes.
- 123. The agreed route crosses no recorded historical or archeological sites.
- 124. There is one recorded historical or archeological site within 1,000 feet of the agreed route's centerline.

125. There are no properties listed on or determined eligible for listing on the National Register of Historic Places within 1,000 feet of any alternative route's centerline.
126. It is unlikely that the transmission facilities will adversely affect historical or archaeological resources.

Aesthetic Values

127. All of the proposed routes are within the foreground visual zone of United States and state highways, ranging from 6,299 feet to 17,283 feet.
128. The agreed route is located within the foreground visual zone of United States or state highways for 7,002 feet.
129. All of the proposed routes are located within the foreground visual zone of farm-to-market or county roads, ranging from 3,644 feet to 24,017 feet.
130. The agreed route is located within the foreground visual zone of farm-to-market and county roads for 9,979 feet.
131. Of the 20 proposed alternative routes, 14 are located within the foreground visual zone of any parks or recreational areas. The length of route within the foreground visual zone of parks ranges from zero to 6,089 feet.
132. The agreed route is located within the foreground visual zone of parks or recreation areas for 3,836 feet.
133. It is unlikely that the presence of transmission facilities along the agreed route will adversely affect the aesthetic quality of the surrounding landscape.

Environmental Integrity

134. The environmental assessment and routing analysis analyzed the possible effects of the transmission facilities on numerous environmental factors.
135. Halff Associates, Inc. evaluated the effects of the transmission facilities on the environment, including endangered and threatened species.

136. Halff Associates, Inc. evaluated potential consequences for soil and water resources, the ecosystem (including endangered and threatened vegetation and fish and wildlife), and land use within the study area.
137. It is unlikely that there will be significant effects on wetland resources, ecological resources, endangered and threatened species, or land use as a result of constructing the transmission line approved by this Order.
138. The agreed route crosses upland woodlands for 1,843 feet.
139. The agreed route crosses bottomland or riparian woodlands for 179 feet.
140. The agreed route crosses wetlands mapped by the National Wetland Inventory for 232 feet.
141. The agreed route does not cross the known habitat of a federally listed endangered or threatened species of plant or animal.
142. All the proposed alternative routes would cross multiple surface waters, including ephemeral, intermittent, and perennial streams, wetlands, and ponds. Structures would be located outside of the ordinary high-water mark of surface waters, when feasible. No significant burden on these surface waters is anticipated for any of the proposed alternative routes.
143. All the proposed alternative routes cross upland woodland and bottomland forest and therefore may potentially burden wildlife. These burdens, however, are anticipated to be temporary and minimal. The greatest potential burden to wildlife would result from the clearing of brushland and woodland habitat, clearing the right-of-way within 100 feet of streams, and clearing or crossing bottomland and riparian woodlands and wetlands.
144. It is unlikely that there will be any significant adverse consequences for populations of any federally listed endangered or threatened species.
145. CenterPoint will mitigate any effect on federally listed plant or animal species according to standard practices and measures taken in accordance with the Endangered Species Act.
146. It is appropriate for CenterPoint to minimize the amount of flora and fauna disturbed during construction of the transmission facilities.

147. It is appropriate for CenterPoint to re-vegetate cleared and disturbed areas using native species and consider landowner preferences and wildlife needs in doing so.
148. It is appropriate for CenterPoint to avoid, to the maximum extent reasonably possible, causing adverse environmental effects on sensitive plant and animal species and their habitats as identified by the Texas Parks and Wildlife Department and the United States Fish and Wildlife Service.
149. It is appropriate for CenterPoint to implement erosion-control measures and return each affected landowner's property to its original contours and grades unless the landowners agree otherwise. However, it is not appropriate for CenterPoint to restore original contours and grades where different contours and grades are necessary to ensure the safety or stability of any transmission line's structures or the safe operation and maintenance of any transmission line.
150. It is appropriate for CenterPoint to exercise extreme care to avoid affecting non-targeted vegetation or animal life when using chemical herbicides to control vegetation within rights-of-way. The use of chemical herbicides to control vegetation within rights-of-way is required to comply with the rules and guidelines established in the Federal Insecticide, Fungicide, and Rodenticide Act and with Texas Department of Agriculture regulations.
151. It is appropriate for CenterPoint to protect raptors and migratory birds by following the procedures outlined in the following publications: *Reducing Avian Collisions with Power Lines: State of the Art in 2012*, Edison Electric Institute and Avian Power Line Interaction Committee, Washington, D.C. 2012; *Suggested Practices for Avian Protection on Power Lines: The State of the Art in 2006*, Edison Electric Institute, Avian Power Line Interaction Committee, and California Energy Commission, Washington, D.C. and Sacramento, CA 2006; and the *Avian Protection Plan Guidelines*, Avian Power Line Interaction Committee and United States Fish and Wildlife Service, April 2005. It is appropriate for CenterPoint to take precautions to avoid disturbing occupied nests and take steps to minimize the burden of construction on migratory birds during the nesting season of the migratory bird species identified in the area of construction.

152. It is appropriate for CenterPoint to use best management practices to minimize any potential harm that the agreed route presents to migratory birds and threatened or endangered species.
153. It is unlikely that the transmission facilities will adversely affect the environmental integrity of the surrounding landscape.

Texas Parks and Wildlife Department's Written Comments, Recommendations

154. On October 25, 2023, Texas Parks and Wildlife Department filed a letter containing comments and recommendations regarding the proposed transmission line.
155. Texas Parks and Wildlife Department's letter addressed issues relating to effects on ecology and the environment but did not consider the other factors the Commission and utilities must consider in CCN applications.
156. Texas Parks and Wildlife Department identified the agreed route 10 as the route that best minimizes adverse outcomes to natural resources and utilizes the most existing rights-of-way.
157. Before beginning construction, it is appropriate for CenterPoint to undertake appropriate measures to identify whether a potential habitat for endangered or threatened species exists and to respond as required.
158. CenterPoint will comply with all applicable environmental laws and regulations, including those governing threatened and endangered species.
159. CenterPoint will comply with all applicable regulatory requirements in constructing the proposed transmission facilities, including any applicable requirements under section 404 of the Clean Water Act.
160. If construction affects federally listed species or their habitats or affects water under the jurisdiction of the United States Army Corps of Engineers or the Texas Commission on Environmental Quality, CenterPoint will cooperate with the United States Fish and Wildlife Service, the United States Army Corps of Engineers, and the Texas Commission on Environmental Quality as appropriate to obtain permitting and perform any required mitigation.

161. Halff Associates, Inc. relied on habitat descriptions from various sources, including the Texas Natural Diversity Database, other sources provided by the Texas Parks and Wildlife Department, and observations from field reconnaissance to determine whether habitats for some species are present in the area surrounding the transmission facilities.
162. CenterPoint will cooperate with the United States Fish and Wildlife Service and the Texas Parks and Wildlife Department to the extent that field surveys identify threatened or endangered species' habitats.
163. The standard mitigation requirements included in the ordering paragraphs of this Order, coupled with CenterPoint's current practices, are reasonable measures for a transmission service provider to undertake when constructing a transmission line and sufficiently address the Texas Parks and Wildlife Department's comments and recommendations.
164. The Commission does not address the Texas Parks and Wildlife Department's recommendations for which there is not record evidence to provide sufficient justification, adequate rationale, or an analysis of any benefits or costs associated with the recommendation.
165. This Order addresses only those recommendations by the Texas Parks and Wildlife Department for which there is record evidence.
166. The recommendations and comments made by the Texas Parks and Wildlife Department do not necessitate any modifications to the transmission facilities.

Permits

167. Before beginning construction of the transmission facilities approved by this Order, CenterPoint will obtain any necessary permits from the Texas Department of Transportation or any other applicable state agency if the facilities cross state-owned or -maintained properties, roads, or highways.
168. Before beginning construction of the transmission facilities approved by this Order, CenterPoint will obtain a miscellaneous easement from the General Land Office if the transmission line crosses any state-owned riverbed or navigable stream.

169. Before beginning construction of the transmission facilities approved by this Order, CenterPoint will obtain any necessary permits or clearances from federal, state, or local authorities.
170. It is appropriate for CenterPoint, before commencing construction, to obtain a general permit to discharge under the Texas pollutant discharge elimination system for stormwater discharges associated with construction activities as required by the Texas Commission on Environmental Quality. In addition, because more than five acres will be disturbed during construction of the transmission facilities, it is appropriate for CenterPoint, before commencing construction, to prepare the necessary stormwater-pollution-prevention plan, to submit a notice of intent to the Texas Commission on Environmental Quality, and to comply with all other applicable requirements of the general permit.
171. It is appropriate for CenterPoint to conduct a field assessment of the agreed route before beginning construction of the transmission facilities approved by this Order to identify water resources, cultural resources, potential migratory bird issues, and threatened and endangered species' habitats disrupted by the transmission line. As a result of these assessments, CenterPoint will identify all necessary permits from Chambers County and federal and state agencies. CenterPoint will comply with the relevant permit conditions during construction and operation of the transmission facilities along the agreed route.
172. After designing and engineering the alignments, structure locations, and structure heights, CenterPoint will determine the need to notify the Federal Aviation Administration based on the final structure locations and designs. If necessary, CenterPoint will use lower-than-typical structure heights, line marking, or line lighting on certain structures to avoid or accommodate requirements of the Federal Aviation Administration.

Coastal Management Plan

173. All 20 alternative routes are located either wholly within or partially within the coastal management program boundary as defined in 31 TAC § 27.1.
174. The agreed route crosses approximately 2.48 miles of land within the coastal management program boundary, as defined in 31 TAC § 27.1(a).

175. Coastal natural resource areas, as defined under Texas Natural Resources Code § 33.203 and 31 TAC § 26.3(a)(8), include waters of the open Gulf of Mexico, waters under tidal influence, submerged lands, coastal wetlands, submerged aquatic vegetation, tidal sand and mud flats, oyster reefs, hard substrate reefs, coastal barriers, coastal shore areas, gulf beaches, critical dune areas, special hazard areas (floodplains, etc.), critical erosion areas, coastal historic areas, and coastal preserves.
176. Coastal barrier resource system units and other areas identified and generally depicted on the maps on file with the United States secretary of state entitled “Coastal Barrier Resources System,” dated October 24, 1990, as replaced, modified, revised, or corrected under 16 United States Code § 3505.
177. The coastal-facility designation line, as defined by 31 TAC § 19.2(a)(22), delineates the area seaward of which facilities, such as transmission facilities, may be subject to the certification requirements of 31 TAC § 19.12.
178. The agreed route, like all of the proposed alternative routes, does not cross any coastal barrier resource system units or other protected areas seaward of the coastal-facility designation line.
179. Sixteen of the 20 alternative routes cross national-water-initiative mapped wetlands, with lengths traversed ranging from 154 feet to 845 feet; the agreed route crosses national-water-initiative mapped wetlands for 232 feet. Eighteen of the alternative routes cross floodplains mapped by the Federal Emergency Management Agency (FEMA), with lengths traversed ranging from 75 feet to 5,484 feet; the agreed route crosses FEMA-mapped floodplains for 75 feet.
180. CenterPoint will construct transmission facilities along the agreed route in accordance with the Coastal Management Program’s goals under 31 TAC § 26.12 and policies under 31 TAC § 26.16(a).
181. Construction of the transmission facilities approved by this Order along the agreed route minimizes adverse effects on coastal natural resource areas routing adjacent and parallel to existing rights-of-way and in previously disturbed areas where practicable; routing of the agreed route according to best management practices; issuance of notice to the public,

directly affected landowners, landowners within 300 feet of the centerline of the agreed route, municipalities, counties, pipeline owners, and state, local, and federal agencies; and by receiving public comment filings, landowner interventions, and input from state, local, and federal agencies.

182. CenterPoint aligned the agreed route outside any coastal barrier resource system units or other protected areas and aligned the portion of the agreed route located seaward of the coastal facility designation line adjacent and parallel to existing rights-of-way and in previously disturbed areas when practicable.

Limitation of Authority

183. It is not reasonable or appropriate for a CCN order to be valid indefinitely because it is issued based on the facts known at the time of issuance.
184. Seven years is a reasonable and appropriate limit to place on the authority granted in this Order for CenterPoint to construct the transmission facilities.

Good-Cause Exception

185. Halff Associates, Inc. solicited comments and information from the Department of Defense Military Aviation and Installation Assurance Siting Clearinghouse regarding the transmission facilities by certified mail on August 4, 2022.
186. The Department of Defense Military Aviation and Installation Assurance Siting Clearinghouse had actual notice of the proposed transmission facilities before CenterPoint held a public meeting on October 13, 2022.

Informal Disposition

187. More than 15 days have passed since the completion of notice provided in this docket.
188. The only parties to this proceeding are CenterPoint, Commission Staff, Herman Lowery, Chamber County Logistics Terminal, L.P., and Elizabeth Cravens.
189. All the parties to this proceeding are signatories to the agreement.
190. No hearing is necessary.
191. Commission Staff recommended approval of the application.

192. This decision is not adverse to any party.

II. Conclusions of Law

The Commission makes the following conclusions of law.

1. CenterPoint is a public utility as defined in PURA § 11.004 and an electric utility as defined in PURA § 31.002(6).
2. CenterPoint is required to obtain the Commission's approval to construct the proposed transmission facilities and to provide service to the public using those facilities.
3. The Commission has authority over this matter under PURA §§ 14.001, 32.001, 37.051, 37.053, 37.054, and 37.056.
4. SOAH exercised jurisdiction over the proceeding under PURA § 14.053 and Texas Government Code §§ 2003.021 and 2003.049.
5. The application is sufficient under 16 TAC § 22.75(d).
6. CenterPoint provided notice of the application in accordance with PURA § 37.054 and 16 TAC § 22.52.
7. The Commission ALJ modified the deadline to file a motion to intervene in this proceeding from 45 days to 30 days after the application is filed, in accordance with 16 TAC § 22.104(b).
8. There is good cause under 16 TAC § 22.5(b) to modify the requirement in 16 TAC § 22.52 that the notice of the application state that the intervention deadline is 30 days from the date the application is filed.
9. Additional notice of the approved route is not required under 16 TAC § 22.52(a)(2) or (a)(3) because it consists entirely of properly noticed segments contained in the original CCN application.
10. CenterPoint held a public meeting and provided notice of that public meeting in accordance with 16 TAC § 22.52(a)(4), except that CenterPoint did not provide notice of the public meeting to the Department of Defense Military Aviation and Installation Assurance Siting Clearinghouse.

11. Good cause exists under 16 TAC § 22.5 to grant an exception to the requirement in 16 TAC § 22.52(a)(4) that notice of the public meeting held by CenterPoint on October 13, 2022 be provided to the Department of Defense Military Aviation and Installation Assurance Siting Clearinghouse.
12. The Commission processed this docket in accordance with the requirements of PURA, the Administrative Procedure Act,² and the Commission's rules.
13. The transmission facilities using the agreed route are necessary for the service, accommodation, convenience, or safety of the public within the meaning of PURA § 37.056(a).
14. The transmission facilities using the agreed route comply with the Texas coastal management program's requirements under 16 TAC § 25.102, goals under 31 TAC § 26.12, and applicable policies under 31 TAC § 26.16(a).
15. The Commission must approve or deny the application not later than the 180th day after it was filed under PURA § 37.057.
16. The proceeding meets the requirements for informal disposition under 16 TAC § 22.35.

III. Ordering Paragraphs

In accordance with these findings of fact and conclusions of law, the Commission issues the following orders.

1. The Commission approves the agreed route and amends CenterPoint's CCN number 30086 to include the construction and operation of the transmission facilities along the agreed route (segments A2, B3, C5, D5, E5, I3, I2, K4, N31, and N33), which comprises approximately 2.49 miles of double-circuit 138-kV transmission line in Chambers County.
2. CenterPoint must consult with pipeline owners or operators in the vicinity of the approved route regarding the pipeline owners' or operators' assessment of the need to install measures to mitigate the effects of alternating-current interference on existing pipelines that are paralleled by the electric transmission facilities approved by this Order.

² Administrative Procedure Act, Tex. Gov't Code §§ 2001.001–.902.

3. CenterPoint must conduct surveys, if not already completed, to identify metallic pipelines that could be affected by the transmission lines approved by this Order and cooperate with pipeline owners in modeling and analyzing potential hazards because of alternating-current interference affecting metallic pipelines being paralleled.
4. CenterPoint must obtain all permits, licenses, plans, and permission required by state and federal law that are necessary to construct the transmission facilities approved by this Order, and if CenterPoint fails to obtain any such permit, license, plan, or permission, it must notify the Commission immediately.
5. CenterPoint must identify any additional permits that are necessary, consult any required agencies (such as the United States Army Corps of Engineers and United States Fish and Wildlife Service), obtain all necessary environmental permits, and comply with the relevant conditions during construction and operation of the transmission facilities approved by this Order.
6. If CenterPoint encounters any archeological artifacts or other cultural resources during construction, work must cease immediately in the vicinity of the artifact or resource, and CenterPoint must report the discovery to, and act as directed by, the Texas Historical Commission.
7. Before beginning construction, CenterPoint must undertake appropriate measures to identify whether a potential habitat for endangered or threatened species exists and must respond as required.
8. CenterPoint must use best management practices to minimize the potential harm to migratory birds and threatened or endangered species that is presented by the agreed route.
9. CenterPoint must follow the procedures to protect raptors and migratory birds as outlined in the following publications: *Reducing Avian Collisions with Power Lines: The State of the Art in 2012*, Edison Electric Institute and Avian Power Line Interaction Committee, Washington, D.C. 2012; *Suggested Practices for Avian Protection on Power Lines: The State of the Art in 2006*, Edison Electric Institute, Avian Power Line Interaction Committee, and California Energy Commission, Washington, D.C. and Sacramento, CA 2006; and *Avian Protection Plan Guidelines*, Avian Power Line

Interaction Committee and United States Fish and Wildlife Service, April 2005. CenterPoint must take precautions to avoid disturbing occupied nests and take steps to minimize the burden of the construction on migratory birds during the nesting season of the migratory bird species identified in the area of construction.

10. CenterPoint must exercise extreme care to avoid affecting non-targeted vegetation or animal life when using chemical herbicides to control vegetation within the rights-of-way. Herbicide use must comply with rules and guidelines established in the Federal Insecticide, Fungicide, and Rodenticide Act and with Texas Department of Agriculture regulations.
11. CenterPoint must minimize the amount of flora and fauna disturbed during construction of the transmission facilities, except to the extent necessary to establish appropriate right-of-way clearance for the transmission line. In addition, CenterPoint must re-vegetate using native species and must consider landowner preferences and wildlife needs in doing so. Furthermore, to the maximum extent practicable, CenterPoint must avoid adverse environmental effects on sensitive plant and animal species and their habitats, as identified by the Texas Parks and Wildlife Department and the United States Fish and Wildlife Service.
12. CenterPoint must implement erosion-control measures as appropriate. Erosion-control measures may include inspection of the rights-of-way before and during construction to identify erosion areas and implement special precautions as determined reasonable to minimize the effect of vehicular traffic over the areas. Also, CenterPoint must return each affected landowner's property to its original contours and grades unless otherwise agreed to by the landowner or the landowner's representative. However, the Commission does not require CenterPoint to restore original contours and grades where a different contour or grade is necessary to ensure the safety or stability of the structures or the safe operation and maintenance of the line.
13. To the maximum extent practicable, CenterPoint must minimize any potential adverse effects of the construction of the transmission facilities on coastal natural resource areas by designing and constructing the transmission facilities according to best management practices.

14. CenterPoint must cooperate with directly affected landowners to implement minor deviations in the approved route to minimize the disruptive effect of the transmission line approved by this Order. Any minor deviations from the approved route must only directly affect landowners who were sent notice of the transmission line in accordance with 16 TAC § 22.52(a)(3) and have agreed to the minor deviation.
15. The Commission does not permit CenterPoint to deviate from the approved route in any instance in which the deviation would be more than a minor deviation without first further amending the relevant CCN.
16. If possible, and subject to the other provisions of this Order, CenterPoint must prudently implement appropriate final design for the transmission line to avoid being subject to the Federal Aviation Administration's notification requirements. If required by federal law, CenterPoint must notify and work with the Federal Aviation Administration to ensure compliance with applicable federal laws and regulations. The Commission does not authorize CenterPoint to deviate materially from this Order to meet the Federal Aviation Administration's recommendations or requirements. If a material change would be necessary to meet the Federal Aviation Administration's recommendations or requirements, then CenterPoint must file an application to amend its CCN as necessary.
17. CenterPoint must include the transmission facilities approved by this Order on its monthly construction progress reports before the start of construction to reflect the final estimated cost and schedule in accordance with 16 TAC § 25.83(b). In addition, CenterPoint must provide final construction costs, with any necessary explanation for cost variance, after the completion of construction when CenterPoint identifies all charges.
18. Entry of this Order does not indicate the Commission's endorsement or approval of any principle or methodology that may underlie the agreement and must not be regarded as precedential as to the appropriateness of any principle or methodology underlying the agreement.
19. The Commission limits the authority granted by this Order to a period of seven years from the date this Order is signed unless the transmission facilities are commercially energized before that time.

20. The Commission denies all other motions and any other requests for general or specific relief that the Commission has not expressly granted.

Signed at Austin, Texas the 7th day of March 2024.


PUBLIC UTILITY COMMISSION OF TEXAS



LORI COBOS, COMMISSIONER

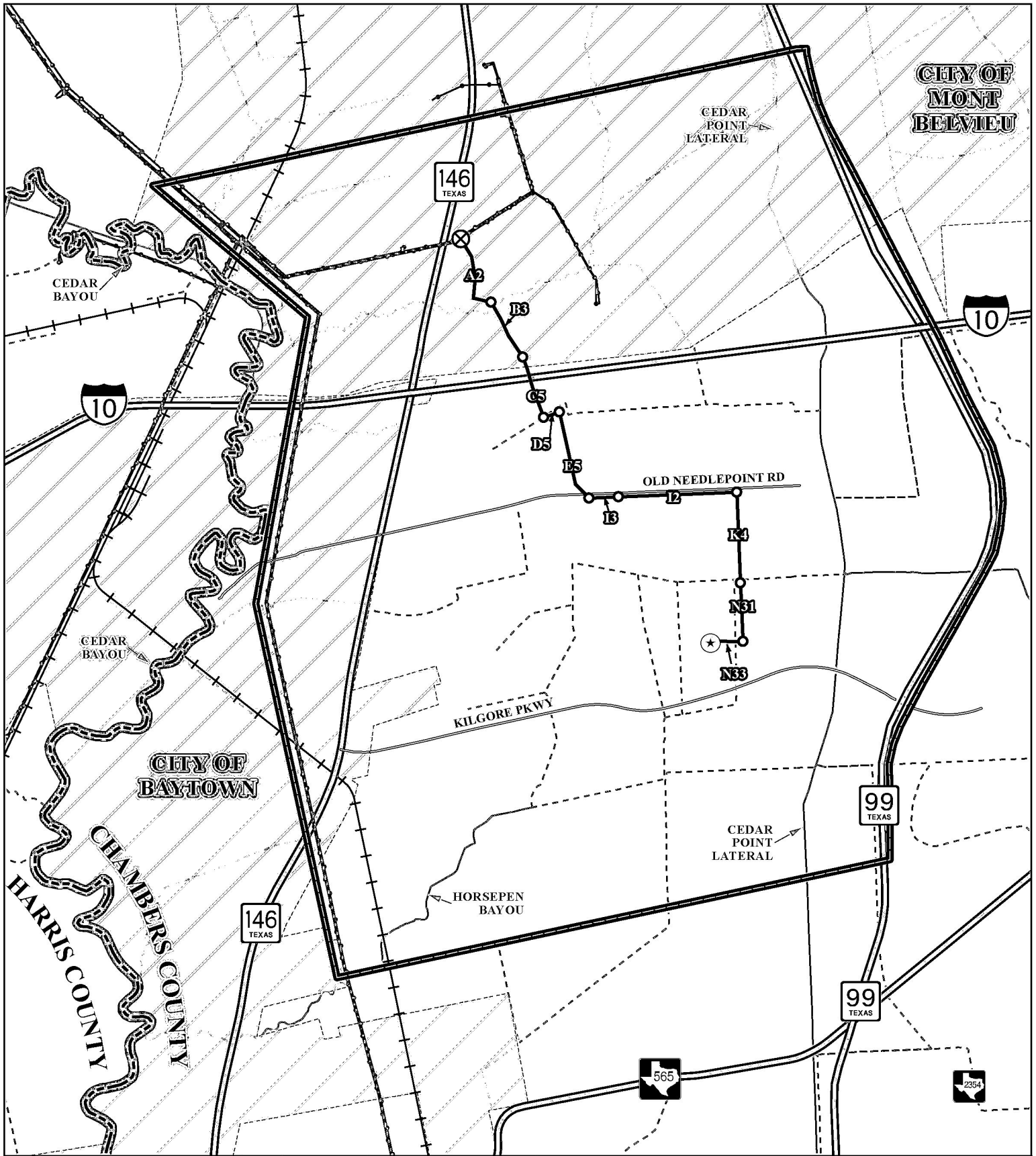


JIMMY GLOTFELTY, COMMISSIONER



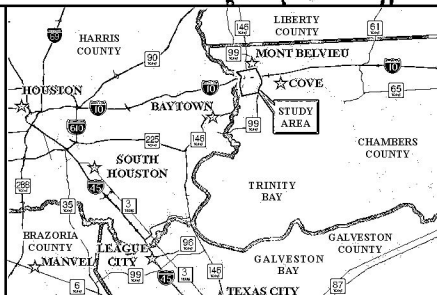
KATHLEEN JACKSON, COMMISSIONER

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KILGORE SUBSTATION 138 kV TRANSMISSION LINE PROJECT

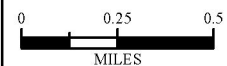
APPROVED
ROUTE 10



LEGEND

- STUDY AREA
- PROJECT END POINT
- PROJECT ORIGIN POINT
- APPROVED ROUTE SEGMENT
- COUNTY BOUNDARY
- CITY LIMITS

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





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 Appurtenances¹

(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 Grantee² 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 Grantor³, 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.

¹ 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.

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

³ "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 Easement⁴

(1) The uses of the surface of the property to be encumbered by the electric transmission line right-of-way easement acquired by Grantee⁵ 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) Grantor⁶: (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.

⁴ 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.

⁵ "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.

⁶ "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 Easement⁷

(1) With regard to the specific vegetation described as follows: _____, Grantor⁸: (check one):

- ☐ may recover from Grantee⁹ 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.

⁷ 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.

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

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

ATTACHMENT D

List of Landowners within 300 feet of the Approved Route but will not be crossed

Attachement D

Landowners within 300 feet of the Approved Route but will not be crossed

PROPERTY_ID	NAME	SECOND_NAME	MAILING_ADDRESS_1	CITY	STATE	ZIP5
42860, 42863	A&E TWENTY-ONE LLC		10607-B LANGSTON	MONT BELVIEU	TX	77523
7962	GAIL M. ENDERLI		2402 FRENCH PLACE	BAYTOWN	TX	77520
28432, 39486	ARNOLD MAJORS JR, ETUX		P.O. BOX 58	STOWELL	TX	77661-0058
60361	RICARDO NAVEJAR		19830 SAN JUAN PLACE	BAYTOWN	TX	77523
62742	SFG ISF BAYTOWN PARK LLC	WILLIAM MARKWELL	3280 PEACHTREE ROAD SUITE 2770	ATLANTA	GA	30305
9389	SUBURBAN PROPANE LP		240 ROUTE 10 WEST	WHIPPANY	NJ	7981
36713	TRIPLE B C & V LLC		3819 RIVER RUN DR	BAYTOWN	TX	77523
17539, 37791	WILLIAM O. WALLACE, JR		PO BOX 808	MONT BELVIEU	TX	77580

ATTACHMENT E

Notice to Landowners Not Along the Approved Route



CenterPoint Energy
P.O. Box 1700
Houston, TX 77251-1700
713-207-1111

March 29, 2024

Re: Public Utility Commission of Texas Docket No. 55365 – 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

In August 2023, CenterPoint Energy Houston Electric, LLC (CenterPoint Energy) notified landowners, including you, that it had filed an application with the Public Utility Commission of Texas (PUC) to amend its Certificate of Convenience and Necessity (CCN). The CCN application requested authorization for CenterPoint Energy to construct new 138 kV transmission facilities along multiple possible routes, including a route or routes that cross your property. The CCN application was assigned to Docket No. 55365.

The PUC issued the Order in Docket No. 55365 on March 7, 2024, in which Alternative Route 10 (Segments A2-B3-C5-D5-E5-I3-I2-K4-N31-N33), was designated as the route along which CenterPoint Energy is authorized to construct the new transmission facilities. Route 10, as approved by the PUC, is shown on the enclosed map.

The route that was approved by the PUC does not cross your property, and your property is no longer the subject of a pending proceeding. You can obtain a copy of the PUC's final order on the PUC interchange at the following address:

<https://interchange.puc.texas.gov/search/documents/?controlNumber=55365&itemNumber=53>

For more information about the approved project route, please visit our website at <http://www.centerpointenergy.com/kilgoresubstation>, or contact the 138 kV Kilgore Substation project team at 713-207-6490 or email at Kilgoresubstation@centerpointenergy.com.

Sincerely,

A handwritten signature in black ink that reads "Jerry G. Cleveland". The signature is written in a cursive, flowing style.

Jerry Cleveland, Manager
Surveying & Right-of-Way

ATTACHMENT F

List of Landowners Not Along the Approved Route

PROPERTY_ID	OWNER_NAME_1	OWNER_NAME_2	OWNER_NAME_3	MAILING_ADDRESS_1	MAILING_ADDRESS_2	CITY	STATE	ZIP5
56749	DANIEL CORONA			6310 N HIGHWAY 146 UNIT#132		BAYTOWN	TX	77523
44480	CAROLYN COTE			340 ILFREY		BAYTOWN	TX	77520
44460	LISA MICHELE COX			8315 SAND PLUM LN		BAYTOWN	TX	77523
28040	ELIZABETH CRAVENS			3900 E PARKWAY ST		GROVES	TX	77619
42688	KENNETH CREEKS			10519 EVERGREEN ST		BAYTOWN	TX	77523
42667	JEANNINE CROSS			10415 PONDEROSA PINE ST		BAYTOWN	TX	77523
63053	CINTHIA N. LAGOS & LUIS A GARCIA CRUZ	JOSEPH D. RODRIGUEZ LAGOS		8030 BROOKS CROSSING DR		BAYTOWN	TX	77521
44445	MARK J. & MICHELLE M. CULPEPPER			10619 EVERGREEN STREET		BAYTOWN	TX	77523
57690	NICKLOUS M. & JESSICA C. DANIEL			10003 STONE BRIAR DR		BAYTOWN	TX	77521
53504	CATHY T. DANN			10 RAPIDS LN		GREENWICH	CT	6831
44425	GEMMA DAVID			10803 MOCKERNUT		BAYTOWN	TX	77523
62406	JULIE DAVIDS			111 NORTH DELTA MILL CIRCLE		CONROE	TX	77385
42717	STEVEN W. & PAMELA KAY DAVIS			10306 PONDEROSA PINE ST		BAYTOWN	TX	77523
57698	RAUL & PITSANE DE LA CRUZ			7943 WOOD HOLLOW		BAYTOWN	TX	77521
44427	SAM DHOLLANDER			10715 MOCKERNUT STREET		BAYTOWN	TX	77523
3947, 20666	DIAMOND SHAMROCK BEFNG & MKTG	C/O D S SPLITTER		PO BOX 4018		HOUSTON	TX	77210-4018
63049	DAKOTA G. & STACY L. DRAZKOWSKI			8023 BROOKS CROSSING DR		BAYTOWN	TX	77521
63052	LUIS C. & ROSEMARY C. DURAN			8022 BROOKS CROSSING DR		BAYTOWN	TX	77521
51087	EAGLE POINT VENTURE LLC	C/O US GLOBAL FUELS		1470 FIRST COLONY BLVD SUITE# 100		SUGAR LAND	TX	77479
53456	ANDREW C. ECHOLS 2008 TRUST			3748 HARPER		HOUSTON	TX	77005
53510	DEANNA O. ECHOLS			3748 HARPER ST		HOUSTON	TX	77005
53444	HUGH A. ECHOLS 2008 TRUST			3748 HARPER		HOUSTON	TX	77005
53450	JOHN H MARITAL ECHOLS DEDUCTION TRUST	CHRISTY G ECHOLS - TRUSTEE		3748 HARPER ST		HOUSTON	TX	77005
3012	ENTERPRISE PRODUCTS TEXAS OPERATING			PO BOX 4018		HOUSTON	TX	77210-4018
44434	ISAAC LUIS FALCON			8315 LITTLEHIP HAWTHORN DR		BAYTOWN	TX	77523
47729	CODY GARRETT & BRETT ASHLEY FARRELL			10639 LANGSTON DRIVE		MONT BELVIEU	TX	77523
25036	JAMES E. & REGINA L. FARRELL			10635 LANGSTON		BAYTOWN	TX	77523
57699	BLAKE A. FAYLE			7939 WOOD HOLLOW DRIVE		BAYTOWN	TX	77521
46187	JASON TERRY FERGUSON			9915 ASHLEY LAKE		BAYTOWN	TX	77521
63060	DENNIS FISHER, JR			8003 BROOKS CROSSING DR		BAYTOWN	TX	77521
53117	FITZGERALD BROTHERS LTD			9900 I10 E FREEWAY		BAYTOWN	TX	77521
5183	TEMPLE STEPHEN FITZGERALD			BOX 641		WINNIE	TX	77665-0641
5151	TYLER S. FITZGERALD			PO BOX 1224		ANAHUAC	TX	77514
12913	BRYAN & TONYA FITZPATRICK			10031 SWEET GUM		BAYTOWN	TX	77521
42716	CESAR & ESMERALDA FLORES, JR			10310 PONDEROSA PINE ST		BAYTOWN	TX	77523
4661	MIKE FLORES, JR			616 W MURBRILL AVE		BAYTOWN	TX	77520
25153	RICHARD DALE FONTENOT			19610 NEEDLEPOINT ROAD		BAYTOWN	TX	77523
4371	ROBERT JOSEPH FOUNTAIN			19510 NEEDLEPOINT RD		BAYTOWN	TX	77523
56758	LEHUA & BOYD AISHA FRAZIER			7902 BROOKS CROSSING		BAYTOWN	TX	77523
42665	MARISOL FUENTES			10407 PONDEROSA PINE ST		BAYTOWN	TX	77523
58852	FULGHUM LLC			7402 KINGS RIVER CT		HUMBLE	TX	77346
52559	FULGHUM'S & HOBSON, LLC			16903 EAST FREEWAY		HOUSTON	TX	77530
42683	HECTOR M. & MARIA N. GARCIA			8327 SILVER FIR LN		BAYTOWN	TX	77523
63048	MARK A. & VIRGINIA A. GARCIA			8031 BROOKS CROSSING DR		BAYTOWN	TX	77521
19253	RENE GARCIA, JR			7302 MAPLE LN		BAYTOWN	TX	77521-4924
42669	JAY T. & TAMARA M. GARRETT			10423 PONDEROSA PINE ST		BAYTOWN	TX	77523
63057	CARLOS GARZA			8027 BROOKS CROSSING		BAYTOWN	TX	77521
23646	JOSH E. & BRENDA A. GATES			10703 LANGSTON DR		BAYTOWN	TX	77523
56756	ALVIN GAUD			7838 BROOKS CROSSING		BAYTOWN	TX	77523
44418	WILLIAM T. & PATRICIA GIBSON			8330 RUSTY BLACKHAW LAKE		BAYTOWN	TX	77523
53486	JEFFREY W. GILLESPIE			4802 LOCUST ST		BELLAIRE	TX	77401
63045	OMAR L. & ADRIANA GOMEZ, SR			8034 BROOKS CROSSING DR		BAYTOWN	TX	77521
56755	SONITA M. GOMEZ			7834 BROOKS CROSSING		BAYTOWN	TX	77523
46127	SAMUEL S. & DANIELLE L. GONZALES			10002 LYNWOOD DR		BAYTOWN	TX	77521
57706	ALFONSO GARCIA GONZALEZ			7911 WOOD HOLLOW		BAYTOWN	TX	77523
44432	YORDANKY ALMAGUER & ELIZA SOFIA GORDO	MELENDEZ MELENDEZ		8323 LITTLEHIP HAWTHORN DR		BAYTOWN	TX	77523
46171	TONI RENEE GRAHAM			7811 WOOD HOLLOW DR		BAYTOWN	TX	77521
44446	ALEX GUEVARA			10615 EVERGREEN ST		BAYTOWN	TX	77523
6621	FRED O. GUINN			7406 MAPLE LN		BAYTOWN	TX	77521-4926
14949, 218246	JESUS C. HERNANDEZ			7322 HWY 146		BAYTOWN	TX	77523-9020
44415	MARIO & KASSANDRA HERNANDEZ			8318 RUSTY BLACKHAW		BAYTOWN	TX	77523
44421	REINIER CESPEDES HERNANDEZ			10815 MOCKERNUT ST		BAYTOWN	TX	77523
49025	HIGHWAY 146 PROPERTIES INC			14114 JADE MEADOW CT		HOUSTON	TX	77062
42686	ANTRANETTE DASHSELLE & GOBERT TIANA JANE HILL			10511 EVERGREEN ST		BAYTOWN	TX	77523
7697	CARLENE F. HILL			1613 HAWTHORNE ST APT 14		LIBERTY	TX	77575
57695	JOSHUA HODGES			8011 WOOD HOLLOW DRIVE		BAYTOWN	TX	77521
57702	KENNETH HODGES			7927 WOOD HOLLOW DR		BAYTOWN	TX	77521
7831	RANDY C. & TERESA HOFMEISTER			10031 BAYOU WOODS		BAYTOWN	TX	77521-5021

PROPERTY_ID	OWNER_NAME_1	OWNER_NAME_2	OWNER_NAME_3	MAILING_ADDRESS_1	MAILING_ADDRESS_2	CITY	STATE	ZIP5
44473	JASON DOUGLAS HOLLISTER			8314 LOTEBUSH LN		BAYTOWN	TX	77523
1460	JUSTIN T. HOLT			7214 MAPLE LN		BAYTOWN	TX	77521
44447	RAYMOND HOWELL			10611 EVERGREEN STREET		BAYTOWN	TX	77523
31024	HSC PIPELINE PARTNERSHIP LLC			1100 LOUISIANA ST. STE 1000		HOUSTON	TX	77002
45987	HSC PIPELINE PARTNERSHIP LLC			PO BOX 4018		HOUSTON	TX	77210-4018
42704	SYED & YASMIN HUSSAIN			8319 SYCAMORE LANE		BAYTOWN	TX	77523
63059	REBECCA JEAN IACOVIELLO			8007 BROOKS CROSSING DR		BAYTOWN	TX	77523
63040	ESTEBAN OTALVARO IDARRAGA			8002 BROOKS CROSSING DR		BAYTOWN	TX	77521
63054	IGHQ INNOCENT EFE			8038 BROOKS CROSSING DR		BAYTOWN	TX	77521
10870	33968 THE INTERNATIONAL GROUP INC			1007 EAST SPRING ST		TITUSVILLE	PA	16354
62405	JAY MAC SANDERS			19 AMBER LEAF COURT		THE WOODLANDS	TX	77381
38440	JCG REAL ESTATE LLC			6319 SIOLANDER ROAD		BAYTOWN	TX	77521
57709	NATHASHA DANIELLE JENKINS			7839 WOOD HOLLOW DR		BAYTOWN	TX	77521
46173	TERRENCE V. & SHONDALYN S. JONES			7803 WOOD HOLLOW DRIVE		BAYTOWN	TX	77521
42661	DAVID HEWITT KEPPER			10319 PONDEROSA PINE ST		BAYTOWN	TX	77523
51254	KILGORE BUSINESS LLC		A TX LIMITED LIABILITY CO	14242 JAUBERT COURT		SUGARLAND	TX	77498
61324	KILGORE SOUTHWINDS LLC			PO BOX 430		KEMAH	TX	77565
44490	HW & CHARLOTTE KILPATRICK REVOCABLE TRUST		KILPATRICK COURTLAND O	3918 WESTERDALE DRIVE		FULSHEAR	TX	77441
53498	JESSE B. KIRKPATRICK, DDS			323 BAYRIDGE ROAD		LA PORTE	TX	77571
5164	5166 33614 KM 146 PARTNERS LP		A TEXAS LIMITED PARTNERSHIP	5555 SAN FELIPE ST STE 150		HOUSTON	TX	77066
62404	ADAM KUPSTAS			2907 REDWOOD LODGE DRIVE		HOUSTON	TX	77339
234	ROBERT J. KUTACH, III			7123 SONORA		BAYTOWN	TX	77521
79	STUART ROSS & KASSIE LEANN LAGRONE			10110 EL CHACO ST		BAYTOWN	TX	77521
9924	BENNIE LANSFORD			10442 OCEAN DRIVE		BAYTOWN	TX	77523-9298
9935	MICHAEL LANSFORD			2506 LAVERNE		HOUSTON	TX	77080-4418
80	JOHN F. & JANELL LEDWIG			16223 TAFFRAIL WAY		CROSBY	TX	77532
56747	STEVEN & CORA LEE			7810 BROOKS CROSSING DR		BAYTOWN	TX	77521
62408	RONALD LESCHAK			8306 SILVER BAY COURT		HOUSTON	TX	77095
44428	ANASTASIA Y & RICHARD W. LEWIS			10711 MOCKERNUT STREET		BAYTOWN	TX	77523
12919	LIVING HOPE CHURCH OF GOD		K CLEINHENZ & A SIMPSON & A WEEKS	7611 N HIGHWAY 146		BAYTOWN	TX	77523-9850
42681	ALEJANDRO LOPEZ			8319 SILVER FIR LANE		BAYTOWN	TX	77523
10485	12784 30359 HERMAN S. & URSULA LOWERY			P O BOX 1649		MONT BELVIEU	TX	77580
37599	ROBERT W. & JOYCE LOWERY			10717 OLD NEEDLEPOINT RD		BAYTOWN	TX	77523
20493	TRENT A. LUDTKE			111 N HAMSHIRE ROAD		WINNIE	TX	77665
56785	FRANCISCO & STACY LEIGH LUMBRERAS			7802 JARROD WAY		BAYTOWN	TX	77523
14627	46108 LYNNWOOD ESTATES HOMEOWNERS ASSOCIATION INC		PRESTIGE ASSOCIATION MANAGEMENT GROUP	1849 KINGWOOD DR SUITE 103		HOUSTON	TX	77339
14661	KARLA MARROQUIN			10034 BAYOU WOODS		BAYTOWN	TX	77521
53462	GLENN C. MARSH			4 DEL ORO CT		BAYTOWN	TX	77521
56753	HUGO ENRIQUE MARTINEZ			7826 BROOKS CROSSING DR		BAYTOWN	TX	77523
46182	JOSE ORTIZ MARTINEZ			9914 ASHLEY LN		BAYTOWN	TX	77521
42682	OSCAR & JANE MARTINEZ			8323 SILVER FIR LANE		BAYTOWN	TX	77523
46175	ROSARIO TORRES & FIGUEROA LAURA C. MARTINEZ			7718 BROOKS CROSSING DR		BAYTOWN	TX	77521
44443	SANDRA MARTINEZ			8322 SAND PLUM LN		BAYTOWN	TX	77523
14708	STEVEN F & ANNETTE R. MARTINEZ			407 EAST CIRCLE DRIVE		BAYTOWN	TX	77521
57696	HARLEIGH S MASON & ANDRUS FONTENOT II			8007 WOOD HOLLOW DRIVE		BAYTOWN	TX	77521
42703	KEISHA MATHIS JONES			8315 SYCAMORE LN		BAYTOWN	TX	77523
44423	MICHAEL & SHANNON MAXWELL			2905 N MAIN ST		LIBERTY	TX	77575
5334	6022 11375 14410 MB LAND INVESTORS LLC			4900 WOODWAY DR, SUITE 870		HOUSTON	TX	77066
17182	17183 20513 33623 MIDCON TEXAS PIPELINE CORP		KN ENERGY INC	12726 HIDDEN LN		MONT BELVIEU	TX	77523
7588	30339 MIDSTREAM TRANSPORTATION CO LLC			7202 MAPLE LANE		BAYTOWN	TX	77521
11232	DONNA MCCUNE & SMITH DON MILLER			10523 EVERGREEN ST		BAYTOWN	TX	77523
3944	3954 56557 MONT BELVIEU CAVERNS LLC		ATTN: PROPERTY TAX DEPARTMENT	10111 EL CHACO		BAYTOWN	TX	77521
17788	LAINA D. MONTGOMERY		ENTERPRISE PRODUCTS COMPANY	8319 WHITE WILLOW LANE		BAYTOWN	TX	77523
57707	PAUL MICHAEL MOORE			7807 WOOD HOLLOW DRIVE		BAYTOWN	TX	77521
44424	KENNETH R. MOREHEAD			8314 SILVER FIR LN		BAYTOWN	TX	77523
42680	ALFONSO & CATALINA MORENO			7827 WOOD HOLLOW DR		BAYTOWN	TX	77521
58264	66932 MERITAGE HOMES OF TEXAS LLC			10303 PONDEROSA PINE ST		BAYTOWN	TX	77523
57710	CHASE LOREN MEYER			3250 BRIARPARK #100		HOUSTON	TX	77042
17175	17177 17180 17181			7835 WOOD HOLLOW DR		BAYTOWN	TX	77521
7588	30339 MIDCON TEXAS PIPELINE CORP			500 DALLAS ST SUITE 1000		HOUSTON	TX	77002
11232	DONNA MCCUNE & SMITH DON MILLER			PO BOX 642		CENTER	TX	75935
3944	3954 56557 MONT BELVIEU CAVERNS LLC		ATTN: PROPERTY TAX DEPARTMENT	PO BOX 4018		KATY	TX	77450
17788	LAINA D. MONTGOMERY			7127 SONORA STREET		HOUSTON	TX	77210-4018
57707	PAUL MICHAEL MOORE			7907 WOOD HOLLOW DR		BAYTOWN	TX	77521
44424	KENNETH R. MOREHEAD			10723 MOCKER NUT ST		BAYTOWN	TX	77523
42680	ALFONSO & CATALINA MORENO			107 FOURTH ST		LIBERTY	TX	77575