

**ONCOR ELECTRIC DELIVERY COMPANY LLC**  
**NOTICE OF PUBLIC PARTICIPATION MEETING FOR THE PROPOSED**  
**MASCHO SWITCH - LAMESA SWITCH 345 KV TRANSMISSION LINE PROJECT**

THURSDAY, FEBRUARY 5, 2026  
5:00 PM – 7:00 PM  
**LAMAR FORREST PARK COMMUNITY CENTER**  
**900 S. HOUSTON AVE., LAMESA, TX 79331**

Oncor Electric Delivery Company LLC (Oncor) proposes to construct a new 345 kilovolt (kV) transmission line between Oncor's existing Mascho Switch (formerly known as Clearfork Switch) and Lamesa Switch (Project). Oncor's Mascho Switch is located in Andrews County, Texas, approximately 2.0 miles southwest of the intersection of State Highway (SH) 115 and Farm-to-Market (FM) Road 181. Oncor's Lamesa Switch is located in Dawson County, Texas, approximately 1.2 miles northwest of the intersection of SH 349 and United States Highway 87. Oncor is committed to ensuring that the Project complies with the requirements of the Texas Utilities Code and the Public Utility Commission of Texas rules and policies. In support of this process, Oncor is holding a public participation meeting to solicit input and obtain information from the community about the study area and preliminary routing alternatives for the proposed transmission line. Burns & McDonnell Engineering Company, Inc (Burns & McDonnell), a consulting firm retained by Oncor for the Project, has identified preliminary alternative transmission line route links for consideration, which are shown as dashed lines on the map below. Maps with greater detail will be exhibited at the public participation meeting. Individuals attending the "come-and-go" meeting will have the opportunity to ask questions and provide comments to representatives and technical experts from Oncor, Burns & McDonnell, and Integra Reality Resources, a property abstractor retained by Oncor for this project. The preliminary alternative transmission line route links presented at the meeting are subject to modification based on information received at the public participation meeting as well as further studies. If you have any questions concerning the Project or the meeting, please contact Ms. Christine Williams of Oncor by phone at (214) 486-5841 or by email at [transmissionprojects@oncor.com](mailto:transmissionprojects@oncor.com). For more information, please visit Oncor's website at [www.oncor.com/transmissionprojects](http://www.oncor.com/transmissionprojects).

**Legend:**

- Project Endpoint
- Preliminary Alternative Route Link
- Existing Transmission Line
- Unincorporated Community
- Incorporated City Limit
- Public Airport
- Study Area Boundary
- State Boundary
- County Boundary
- Major Road

**Scale:** 0 4 8 16 Miles

**Project Location Map:**  
Mascho Switch to Lamesa Switch  
345 kV Transmission Line Project

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Welcome and thank you for taking the time to attend this public participation meeting for the proposed Mascho Switch – Lamesa Switch 345 kilovolt (kV) transmission line project (Project). To continue to provide safe and reliable electric service in this area, Oncor Electric Delivery Company LLC (Oncor) is proposing to construct a double-circuit 345 kV transmission line between Oncor's existing Mascho Switch and Oncor's existing Lamesa Switch. The existing Mascho Switch (formerly known as Clearfork Switch) is located approximately 2.0 miles southwest of the intersection of State Highway (SH) 115 and Farm-to-Market (FM) Road 181 in Andrews County, Texas. The existing Lamesa Switch is located approximately 1.2 miles northwest of the intersection of SH 349 and United States Highway 87 in Dawson County, Texas. The Project is currently planned for completion in Spring 2030.

The purpose of this public participation meeting is to present information, receive input and comments, and answer questions about the Project. The Question and Answer section below provides general information about the Project.

You will notice there are several subject matter stations with associated exhibits located around the room. Each station addresses a different aspect of the Project. Oncor representatives, as well as representatives from Oncor's environmental consultant, Burns & McDonnell Engineering Company, Inc. (Burns & McDonnell), and Oncor's property ownership abstractor, Integra Realty Resources (Integra), are located at each station and can provide answers to specific questions about the Project. We encourage you to take advantage of this opportunity to talk with the various representatives.

The stations are arranged sequentially to provide a better understanding of the development process for the Project. Please spend as much time as you would like at each station to ask questions or address any issues that are important to you. Because this is an informal open house, come-and-go type meeting, there may be times when particular exhibits are busier than others. Please bear with us and we will make every attempt to answer any questions you have in a timely manner.

### **Who is Oncor?**

Oncor is an electric transmission and distribution utility regulated by the Public Utility Commission of Texas (PUCT or the Commission). Oncor constructs, owns, and operates electric transmission and distribution lines that move electric power across the state, connecting electric power generators with electric power consumers. Oncor is not the same company as, nor affiliated with, TXU Energy or Luminant.

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

Texas' electric grid is a network of electric power generation facilities, transmission lines, switching stations and substations, and distribution lines, all designed to provide safe, reliable electric service to end-use customers who purchase electricity at retail. Transmission lines transport high-voltage electricity from power generation facilities to local substations, where the electricity is converted to a lower voltage and delivered to Texas residences and businesses through the distribution system.

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

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

The Delaware Basin area of West Texas continues to experience strong growth in electricity usage due to increasing oil and natural gas production and mid-stream processing as well as industrial, commercial, and residential development. The addition of new electric demand, or "load," impacts the voltage and power quality of the transmission grid in the immediate area. Ongoing assessment of the existing facilities serving the region has identified the need for additional system reliability and operability improvements in this region, resulting in an endorsement of the Project by the Electric Reliability Council of Texas (ERCOT) as being critical to the reliability of the transmission system. Construction of the Project will provide a new 345 kV source to the area, which will strengthen the transmission system so it can serve the additional need for electricity and improve long-term reliability for the area.

**What is the approximate location of the Project?**

The approximate locations of proposed preliminary alternative route links being considered for the Project are shown on the map attached as **Exhibit 1**. Your input will help us to make appropriate modifications to the preliminary alternative route links. Once the routing options for the transmission line are finalized, the alternative routes and corresponding route links will be submitted to the PUCT for selection and approval. Upon their submission, all routes and route links included in Oncor's Application to amend its Certificate of Convenience and Necessity (CCN) will be available for selection and approval by the PUCT. Only one route will ultimately be selected, if the Project is approved.

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

The proposed transmission line may range from approximately 60 to 80 miles in length depending on the route that is ultimately approved by the PUCT.

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

Oncor continually evaluates different transmission structure types to select structures depending on specific project details, such as transmission line voltage, double- or single-circuit design, cost, physical location, and characteristics of the surrounding land area. For this Project, Oncor has chosen self-supporting, steel lattice tower structures. A drawing of the standard double-circuit 345 kV steel lattice tangent tower structure that is proposed for use in this Project is attached as **Exhibit 2**.

**Who will benefit from the Project?**

The completion of the Project will benefit all participants in the Texas electric market, including end-use consumers of electricity in Andrews, Dawson, Gaines, and Martin counties. The Project will mitigate potential grid reliability issues and improve the electric system, which will allow Oncor to continue to provide the safe, reliable electric service consumers have come to expect from Oncor. The Project will also add necessary transmission capacity to support the continuing development and economic growth of communities in these counties.

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

Yes. Burns & McDonnell, an environmental consulting and engineering firm in Texas, is preparing an Environmental Assessment and Alternative Routing Analysis to support Oncor's Application for a CCN amendment from the PUCT. The Environmental Assessment and Alternative Routing Analysis will assess the potential impacts of the Project on existing environmental and land uses.

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

There are several ways members of the public may: (1) be made aware of Oncor's filing of its CCN Application with the PUCT; (2) participate or provide comments in the certification process; (3) monitor the proceeding as it progresses; and (4) determine the outcome of the PUCT's proceeding regarding the Project. Ways to follow and participate in this proceeding are detailed below.

First, as part of the formal application for a CCN amendment, a formal notice will be provided via first-class mail to (1) any property owner whose land may be crossed by the Project, and (2) any owner of property within 520 feet of the centerline of the Project. As required by PUCT rules, property ownership for this notice is determined by current county appraisal district tax records.

Second, public notice will be provided in a newspaper(s) of general circulation within Andrews, Dawson, Gaines, and Martin counties the week after Oncor files its application with the PUCT. Information about Oncor's application and the PUCT proceeding can be obtained on the PUCT's online Interchange, which provides free access to documents that are officially filed with the Commission. You may access the Interchange by visiting the PUCT's website at: [www.puc.state.tx.us](http://www.puc.state.tx.us).

The docket number (also referred to as a "control number" on the PUCT website) for a PUCT proceeding is a key piece of information used in locating documents in the proceeding. The docket number for this proceeding will be available once Oncor files its CCN Application with the PUCT and will be provided in the mailed and published notices.

One way to become involved in a case before the PUCT is to become an "intervenor." An intervenor is a person or entity who, upon showing a justiciable interest, is permitted to become a party to the proceeding. Intervenors may fully participate in the proceeding and can make legal arguments, conduct discovery, file testimony, and cross-examine witnesses. If an intervenor provides testimony, then they are subject to cross-examination by the other parties in the case. For rules and more information about participating as an intervenor, visit the PUCT's website at:

<https://www.puc.texas.gov/agency/rulesnlaws/participate.aspx>

If you do not wish to be a full participant in this proceeding by becoming an intervenor, you may instead become a “protestor.” Protestors are not parties to the case and may not conduct discovery, cross-examine witnesses, or present a direct case. Protestors may, however, submit written or verbal statements in support of, or in opposition to, the CCN Application and provide information to the PUCT staff that they believe may be helpful. If you intend to be a protestor, you can either send written comments stating your position regarding the CCN application, or if the docket progresses to a hearing, a statement of protest can be made on the first day of hearing. Although public comments are not sworn and, therefore, are not treated as evidence, they help to inform the PUCT and its staff of the public’s concerns and identify issues to be explored. The PUCT welcomes such participation in its proceedings.

Finally, if the PUCT approves the Project, a notice will be sent, via first-class mail, to the property owners who were provided formal notice of Oncor’s Application, as described above, indicating that the PUCT issued a Final Order for the Project.

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

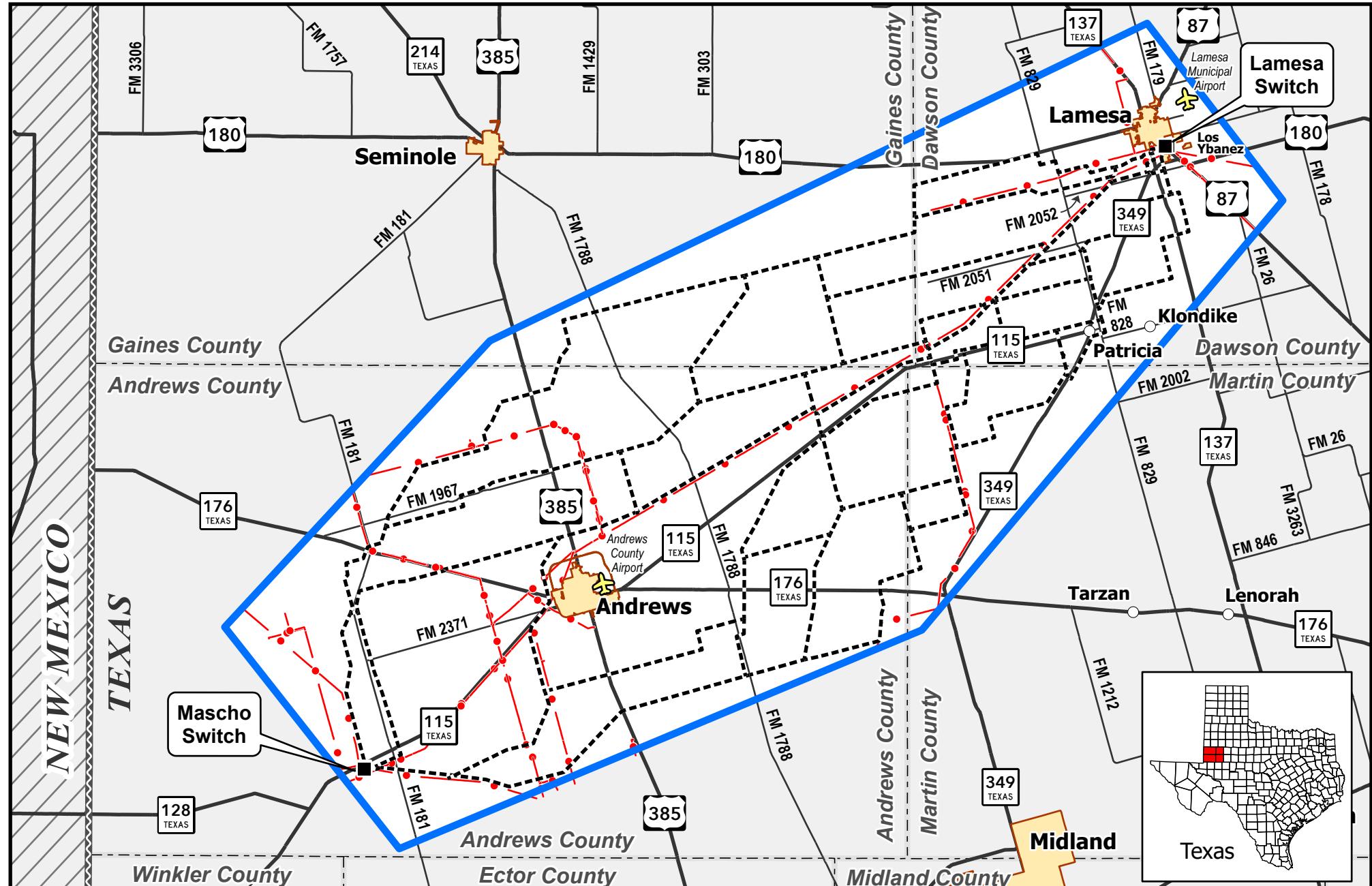
Before construction can begin, Oncor must seek and receive Project approval from the PUCT. A description of this process, along with typical timeframes for each step of the process, is provided in the attached document titled **Licensing Process for New Transmission Line Facilities**. Based on a projected in-service date of Spring 2030, we anticipate filing an application for PUCT approval June 2026, which, if approved, could allow construction to begin in Spring 2028.

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

Additional information concerning this and other Oncor transmission line projects can be obtained at the following website:

[www.oncor.com/transmissionprojects](http://www.oncor.com/transmissionprojects). You may also contact the project manager for this project, Christine Williams, by phone at: (214)486-5841, or by email at: [transmissionprojects@oncor.com](mailto:transmissionprojects@oncor.com).

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



- Project Endpoint
- Preliminary Alternative Route Link
- Existing Transmission Line
- Unincorporated Community
- Incorporated City Limit



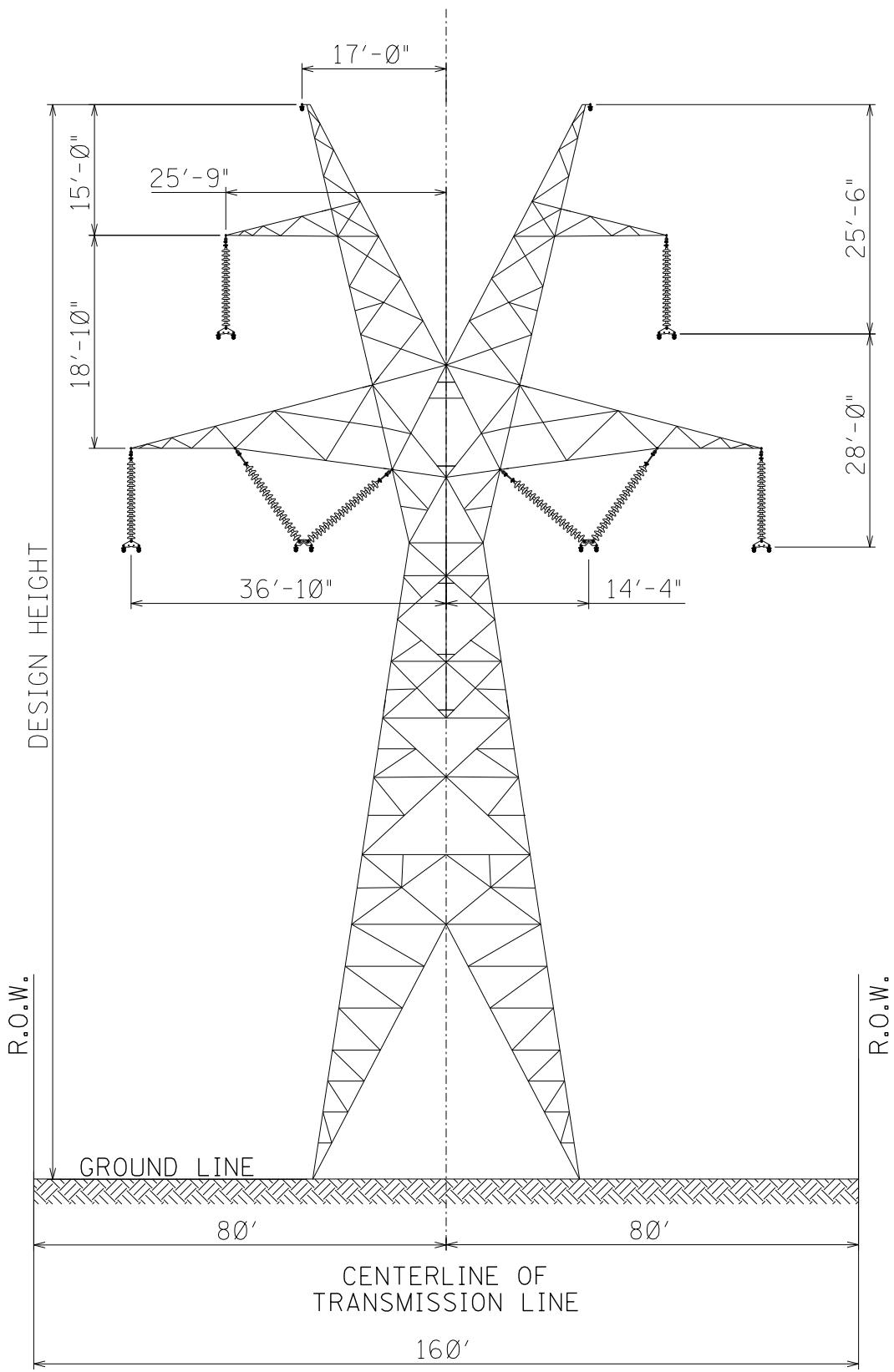
-  Study Area Boundary
-  State Boundary
-  County Boundary
-  Major Road
-  Minor Road



Miles



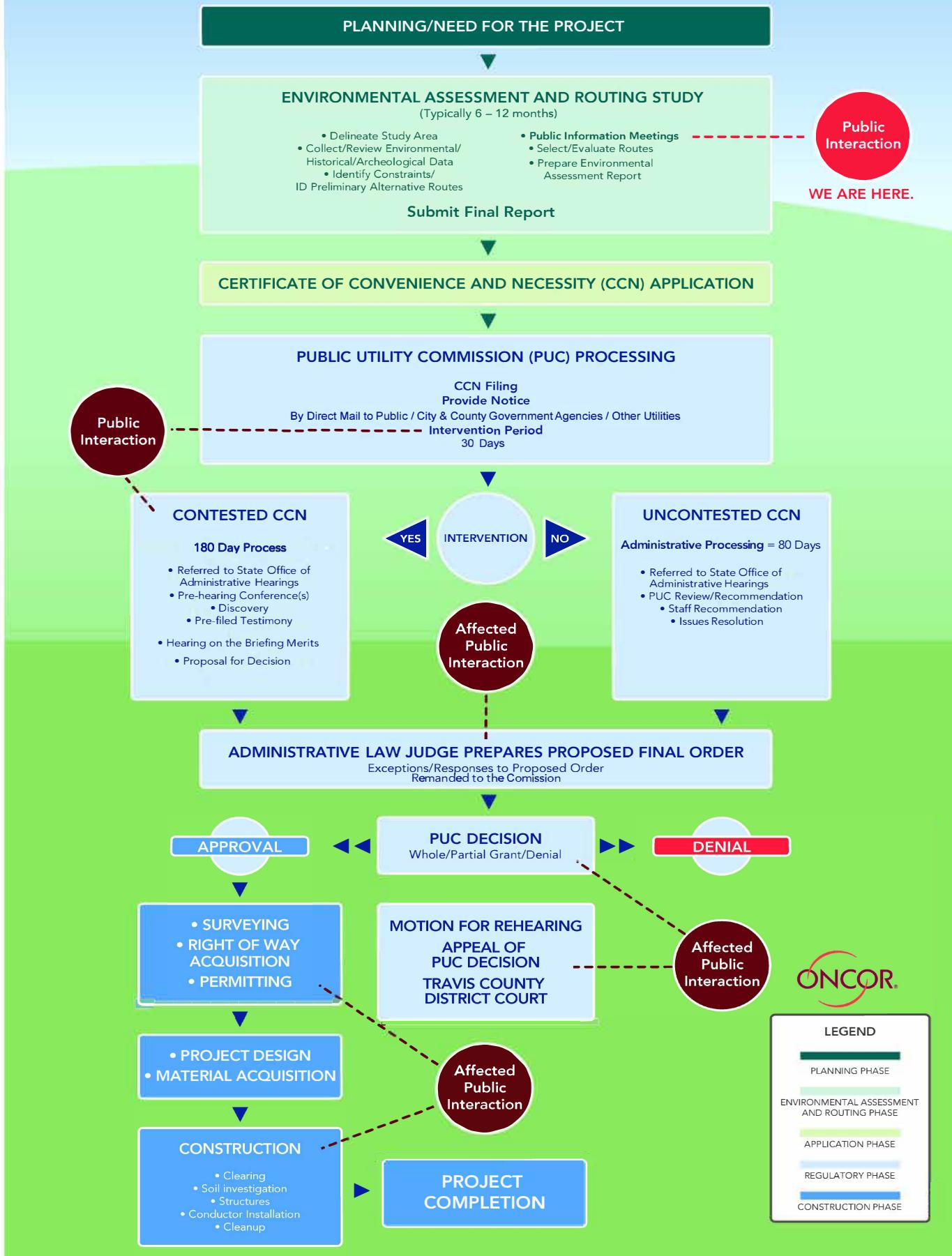
Exhibit 1  
Project Location Map  
Mascho Switch to Lamesa Switch  
345 kV Transmission Line Project



TYPICAL 345KV TANGENT  
DOUBLE CIRCUIT TOWER

NOT TO SCALE

# Licensing Process for New Transmission Facilities



# Licensing Process for New Transmission Facilities

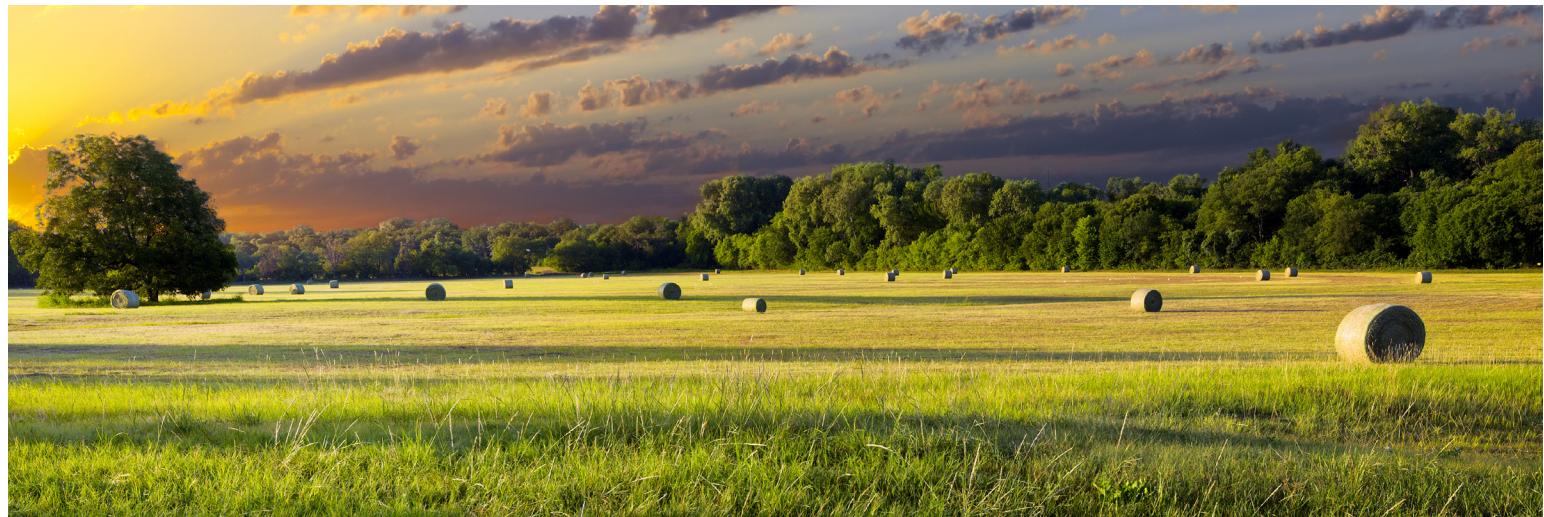
## Texas Utilities Code

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

### Sec 37.056 GRANT OR DENIAL OF CERTIFICATE

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

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



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 • NOVEMBER 2025



# 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 Right's 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.

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.



## 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

## 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 ONCE IT IS CONDEMNED?

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.

Additionally, you may have the right to repurchase your property if your property is acquired through eminent domain and the condemning authority:

- ◆ is required to pay property taxes on the property,
- ◆ has received a tax bill for the property, and
- ◆ has failed to pay any property taxes on the property within three years of the taxes becoming due.

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

## ADDITIONAL RESOURCES AND ADDENDA

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

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

# THE STATE OF TEXAS LANDOWNER'S BILL OF RIGHTS

## ADDENDUM A:

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

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

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

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

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

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

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

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

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

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

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

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

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

- exclusive.
- nonexclusive.

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

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

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

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

(13) Grantor: (check one)

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

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

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

(15) Grantor: (check one)

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

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

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

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

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

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

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

### ADDENDUM B:

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

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

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

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

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

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

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

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

(7) Grantor: (check one)

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

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

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

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

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

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

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

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

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

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

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

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

### ADDENDUM C:

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

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

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

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

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

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

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

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

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

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