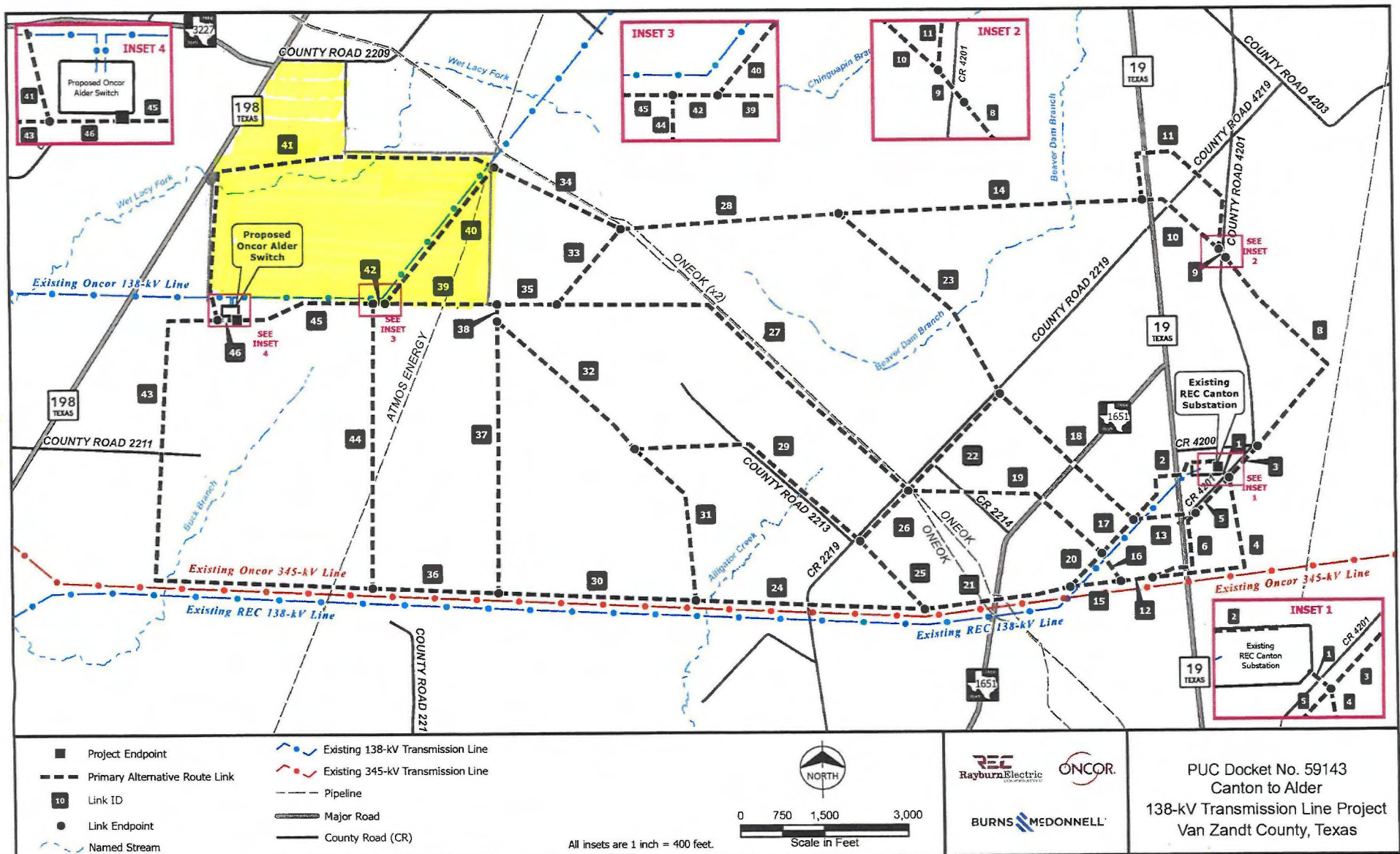
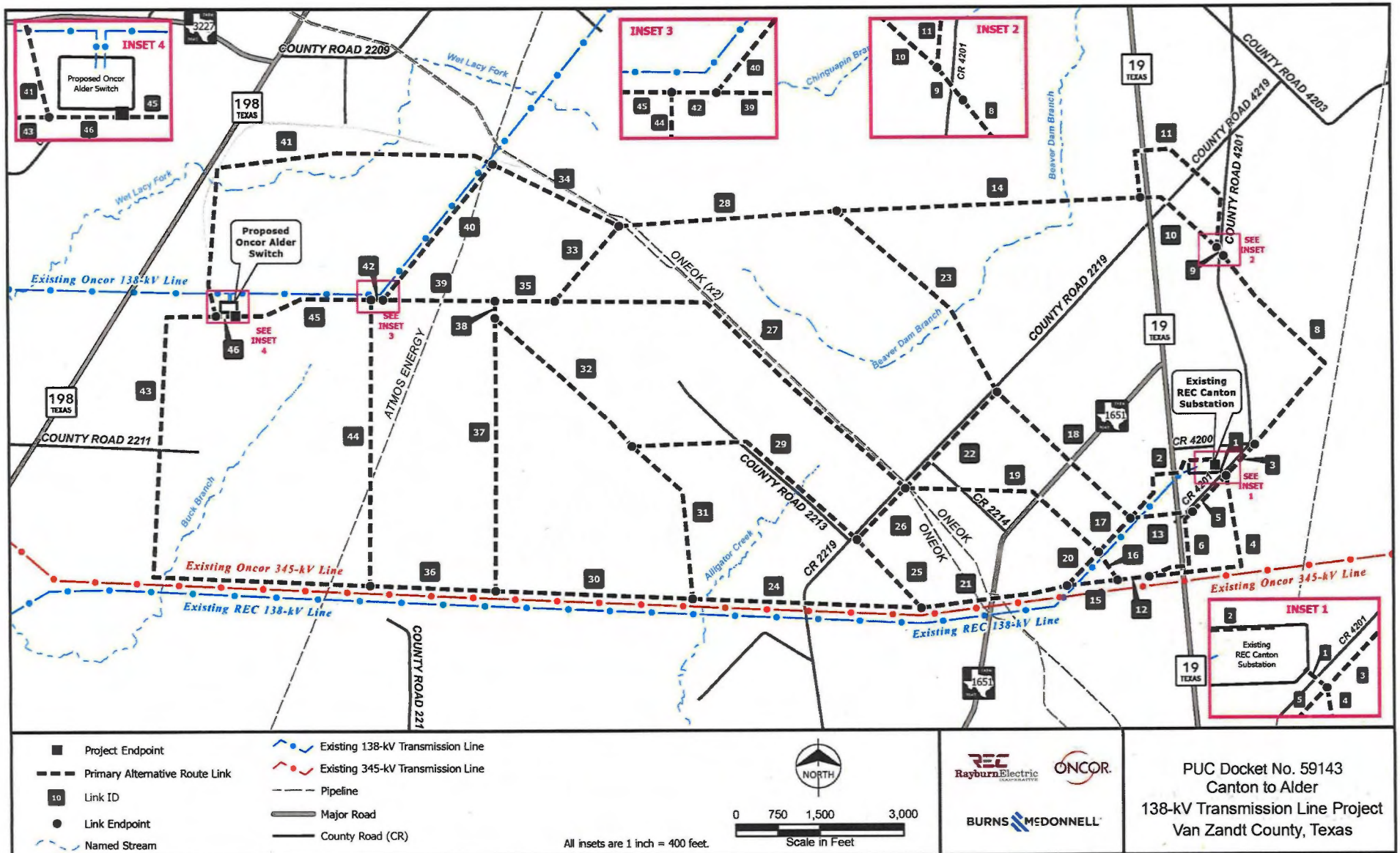






Source: ESRI, TXDOT

Issued: 10/20/2025

Canton to Alder 138 kV Transmission Line Project: Route Components and Link Descriptions

Rayburn Country Electric Cooperative, Inc. a/k/a Rayburn Electric Cooperative (REC) and Oncor Electric Delivery Company LLC (Oncor) have filed an application with the Public Utility Commission of Texas (PUC) to amend their Certificates of Convenience and Necessity (CCN) to construct, own, and operate the Canton to Alder 138-kV Transmission Line Project in Van Zandt County, Texas. The new line will connect REC's existing Canton Substation to Oncor's proposed Alder Switch.

In the CCN application for this project, REC and Oncor have presented 14 alternative routes comprised of 45 links for consideration by the PUC. The following table lists the link combinations that make up the 14 alternative routes and the length of each alternative route in feet. All routes and links are available for selection and approval by the PUC. Only one multi-link transmission line route will ultimately be constructed.

Alternative routes are listed alphabetically and not in any order of preference or priority.

Route	Component Links	Length (feet)
A	1-3-8-9-11-14-28-34-41-46	29,122
B	1-3-8-9-10-14-28-34-40-42-45	25,034
C	2-18-23-28-33-35-39-42-45	21,240
D	2-18-22-27-35-39-42-45	21,147
E	1-4-12-16-19-27-35-39-42-45	21,805
F	1-5-13-17-19-26-29-32-38-39-42-45	21,129
G	1-5-13-18-22-26-29-32-38-39-42-45	22,096
H	1-5-13-17-20-21-25-29-32-38-39-42-45	21,137
I	1-5-6-12-15-21-24-31-32-38-39-42-45	22,474
J	1-4-12-15-21-24-30-37-38-39-42-45	25,039
K	1-5-6-12-15-21-24-30-36-44-45	24,359
L	1-4-12-15-21-24-30-36-43-46	27,159
M	1-5-13-17-20-21-24-30-36-44-45	23,884
N	1-5-13-17-19-27-35-39-42-45	20,173

The following narrative describing each of the routing links, along with the route map that shows these routing link locations, provides a detailed description of the 14 alternative routes filed by REC and Oncor.

Link 1 (137 feet)

Link 1 originates on the southeast side of the existing Rayburn Electric Cooperative (REC) Canton Substation, located on the east side of State Highway (SH) 19 approximately 0.35 mile south of the Farm-to-Market Road (FM) 1651 intersection in Van Zandt County. It extends southeast 137 feet as it

crosses County Road (CR) 4201, then terminates at its junction with Links 3, 4, and 5 on the southeast side of CR 4201.

Link 2 (2,147 feet)

Link 2 originates on the north side of the existing Canton Substation, and heads west approximately 497 feet, where it turns southwest and continues approximately 235 feet. There the Link proceeds in a westerly direction approximately 485 feet as it crosses SH 19 and angles south. The Link continues south approximately 320 feet to the northwest side of an existing REC 138-kV transmission line, angles southwest and parallels the northwest side of the existing REC 138-kV transmission line approximately 610 feet, where it terminates at its junction with Links 13, 17, and 18 on the northwest side of the existing REC 138-kV transmission line.

Link 3 (756 feet)

Link 3 begins at its junction with Links 1, 4, and 5 on the southeast side of CR 4201. It parallels the southeast side of CR 4201 heading northeast for approximately 756 feet and terminates at its junction with Link 8 east of the CR 4200 and CR 4201 intersection.

Link 4 (3,293 feet)

Link 4 begins at its junction with Links 1, 3, and 5 on the southeast side of CR 4201 and extends to the south-southeast for approximately 1,632 feet to the north side of an existing Oncor 345-kV transmission line. From here it angles west-southwest and parallels the north side of the existing Oncor 345-kV transmission line approximately 1,661 feet as it crosses SH 19, and terminates at its junction with Links 6 and 12 on the north side of the existing Oncor 345-kV transmission line.

Link 5 (883 feet)

Link 5 begins at its junction with Links 1, 3, and 4 on the southeast side of CR 4201 and parallels the southeast side of CR 4201 to the southwest for approximately 883 feet where it terminates at its junction with Links 6 and 13 on the southeast side of CR 4201.

Link 6 (1,767 feet)

Link 6 begins at its junction with Links 5 and 13 on the southeast side of CR 4201 and parallels the southeast side of CR 4201 to the southwest for approximately 195 feet to the east side of SH 19. The Link then parallels the east side of SH 19 to the south approximately 820 feet. From here it angles west and extends approximately 345 feet as it crosses SH 19, angles southwest and continues approximately 407 feet before terminating at its junction with Links 4 and 12 on the north side of an existing Oncor 345-kV transmission line.

Link 8 (4,570 feet)

Link 8 begins at its junction with Link 3, east of the CR 4200 and CR 4201 intersection. It heads northeast approximately 1,930 feet, angles northwest and extends approximately 2,640 feet in a northwesterly direction where it terminates at its junction with Link 9 on the east side of CR 4201.

Link 9 (197 feet)

Link 9 begins at its junction with Link 8 on the east side of CR 4201 and extends northwest approximately 197 feet as it crosses CR 4201 and terminates at its junction with Links 10 and 11 on the west side of CR 4201.

Link 10 (1,709 feet)

Link 10 begins at its junction with Links 9 and 11 on the west side of CR 4201 and extends northwest approximately 1,337 feet as it crosses CR 4219 and angles west. From here the Link extends west approximately 372 feet as it crosses SH 19 and terminates at its intersection with Links 11 and 14 on the west side of SH 19.

Link 11 (3,623 feet)

Link 11 begins at its junction with Links 9 and 10 on the west side of CR 4201 and parallels the west side of CR 4201 to the northeast for approximately 930 feet. From there it angles northwest and proceeds approximately 1,236 feet as it crosses CR 4219, angles west and continues in a westerly direction for approximately 624 feet crossing SH 19. The Link then angles south and parallels the west side of SH 19 for approximately 833 feet where it terminates at its junction with Links 10 and 14 on the west side of SH 19.

Link 12 (570 feet)

Link 12 begins at its junction with Links 4 and 6 on the north side of an existing Oncor 345-kV transmission line and parallels the north side of the existing Oncor 345-kV transmission line to the west-southwest for approximately 570 feet where it terminates at its junction with Links 15 and 16.

Link 13 (1,120 feet)

Link 13 begins at its junction with Links 5 and 6 on the southeast side of CR 4201 and extends west-southwest for approximately 1,120 feet as it crosses CR 4201, SH 19, and an existing REC 138-kV transmission line and terminates at its junction with Links 2, 17, and 18 on the northwest side of the existing REC 138-kV transmission line.

Link 14 (5,429 feet)

Link 14 begins at its junction with Links 10 and 11 on the west side of SH 19 and extends in a westerly direction for approximately 5,429 feet as it crosses Beaver Dam Branch and terminates at its junction with Links 23 and 28.

Link 15 (907 feet)

Link 15 begins at its junction with Links 12 and 16 on the north side of an existing Oncor 345-kV transmission line and parallels the north side of the existing Oncor 345-kV transmission line to the west-southwest for approximately 907 feet as it crosses an existing REC 138-kV transmission line and terminates at its junction with Links 20 and 21.

Link 16 (601 feet)

Link 16 begins at its junction with Links 12 and 15 on the north side of an existing Oncor 345-kV transmission line and extends northwest approximately 601 feet as it crosses an existing REC 138-kV transmission line and terminates at its junction with Links 17, 19, and 20.

Link 17 (829 feet)

Link 17 begins at its junction with Links 2, 13, and 18 on the northwest side of an existing REC 138-kV transmission line and parallels the northwest side of the existing REC 138-kV transmission line to the southwest for approximately 829 feet where it terminates at its junction with Links 16, 19, and 20.

Link 18 (3,278 feet)

Link 18 begins at its junction with Links 2, 13, and 17 on the northwest side of an existing REC 138-kV

transmission line and extends northwest approximately 3,278 feet as it crosses FM 1651 and terminates at its junction with Links 22 and 23 on the southeast side of CR 2219.

Link 19 (3,867 feet)

Link 19 begins at its junction with Links 16, 17, and 20 on the northwest side of an existing REC 138-kV transmission line and extends northwest approximately 1,593 feet as it crosses FM 1651. From here the Link angles west and continues in a westerly direction approximately 2,274 feet as it crosses CR 2214 and two Oneok pipelines, and terminates at its junction with Links 22, 26, and 27 on the southeast side of CR 2219.

Link 20 (820 feet)

Link 20 begins at its junction with Links 16, 17, and 19 on the northwest side of an existing REC 138-kV transmission line and parallels the northwest side of the existing REC 138-kV transmission line to the southwest for approximately 820 feet where it terminates at its junction with Links 15 and 21.

Link 21 (2,639 feet)

Link 21 begins at its junction with Links 15 and 20 on the northwest side of an existing REC 138-kV transmission line and parallels the north side of an existing Oncor 345-kV transmission line to the southwest for approximately 2,639 feet as it crosses FM 1651 and two Oneok pipelines, and terminates at its junction with Links 24 and 25.

Link 22 (2,384 feet)

Link 22 begins at its junction with Links 18 and 23 on the southeast side of CR 2219 and parallels the southeast side of CR 2219 heading southwest for approximately 2,384 feet as it crosses CR 2214 and two Oneok pipelines and terminates at its junction with Links 19, 26, and 27.

Link 23 (4,374 feet)

Link 23 begins at its junction with Links 18 and 22 on the southeast side of CR 2219 and extends northwest for approximately 1,698 feet as it crosses Beaver Dam Branch. From here the Link angles slightly west and proceeds northwest approximately 2,676 feet where it terminates at its junction with Links 14 and 28.

Link 24 (4,093 feet)

Link 24 begins at its junction with Links 21 and 25 on the north side of an existing Oncor 345-kV transmission line and parallels the north side of the existing Oncor 345-kV transmission line to the west-northwest for approximately 4,093 feet. The Link crosses CR 2219 and Alligator Creek and terminates at its junction with Links 30 and 31 on the west side of Alligator Creek.

Link 25 (1,672 feet)

Link 25 begins at its junction with Links 21 and 24 on the north side of an existing Oncor 345-kV transmission line and extends northwest approximately 1,672 feet where it terminates at its junction with Links 26 and 29, east of the CR 2219 and CR 2213 intersection.

Link 26 (1,256 feet)

Link 26 begins at its junction with Links 19, 22, and 27 on the southeast side of CR 2219 and parallels the south side of CR 2219 heading southwest for approximately 1,256 feet where it terminates at its junction with Links 25 and 29, east of the CR 2219 and CR 2213 intersection.

Link 27 (7,572 feet)

Link 27 begins at its junction with Links 19, 22, and 26 on the southeast side of CR 2219 and extends northwest, immediately crosses CR 2219, and parallels the west side of two Oneok pipelines to the northwest for approximately 4,875 feet. From here the Link angles west and continues in a westerly direction approximately 2,697 feet, where it terminates at its junction with Links 33 and 35.

Link 28 (3,908 feet)

Link 28 begins at its junction with Links 14 and 23 and extends in a west-southwesterly direction approximately 3,908 feet as it crosses two Oneok pipelines and terminates at its junction with Links 33 and 34.

Link 29 (4,681 feet)

Link 29 begins at its junction with Links 25 and 26 east of the CR 2219 and CR 2213 intersection and extends northwest, immediately crosses CR 2219, and parallels the east side of CR 2213 to the northwest for approximately 2,630 feet. From here the Link angles west and extends in a west-southwesterly direction for approximately 2,051 feet as it crosses CR 2213 and terminates at its junction with Links 31 and 32.

Link 30 (3,528 feet)

Link 30 begins at its junction with Links 24 and 31 on the west side of Alligator Creek and parallels the north side of an existing Oncor 345-kV transmission line to the west-northwest for approximately 3,528 feet where it terminates at its junction with Links 36 and 37 on the north side of the existing Oncor 345-kV transmission line.

Link 31 (3,122 feet)

Link 31 begins at its junction with Links 24 and 30 on the west side of Alligator Creek and extends in a north-northwesterly direction approximately 1,916 feet, angles northwest and continues approximately 1,206 feet where it terminates at its junction with Links 29 and 32.

Link 32 (3,356 feet)

Link 32 begins at its junction with Links 29 and 31 and extends in a northwesterly direction approximately 3,356 feet, where it terminates at its junction with Links 37 and 38.

Link 33 (1,767 feet)

Link 33 begins at its junction with Links 28 and 34 west of two Oneok pipelines and extends in a southwesterly direction approximately 1,767 feet, where it terminates at its junction with Links 27 and 35.

Link 34 (2,509 feet)

Link 34 begins at its junction with Links 28 and 33 west of two Oneok pipelines and extends in a northwesterly direction approximately 2,509 feet where terminates at its junction with Links 40 and 41 on the southeast side of an existing Oncor 138-kV transmission line.

Link 35 (1,070 feet)

Link 35 begins at its junction with Links 27 and 33 and extends west approximately 1,070 feet where it terminates at its junction with Links 38 and 39.

Link 36 (2,244 feet)

Link 36 begins at its junction with Links 30 and 37 on the north side of an existing Oncor 345-kV transmission line and parallels the north side of the existing Oncor 345-kV transmission line to the west-northwest for approximately 2,244 feet where it terminates at its junction with Links 43 and 44.

Link 37 (4,872 feet)

Link 37 begins at its junction with Links 30 and 36 on the north side of an existing Oncor 345-kV transmission line and extends north approximately 4,872 feet where it terminates at its junction with Links 32 and 38.

Link 38 (304 feet)

Link 38 begins at its junction with Links 32 and 37 and extends north approximately 304 feet where it terminates at its junction with Links 35 and 39.

Link 39 (1,999 feet)

Link 39 begins at its junction with Links 35 and 38 and extends west approximately 1,999 feet as it crosses an Atmos Energy pipeline and terminates at its junction with Links 40 and 42 on the southeast side of an existing Oncor 138-kV transmission line.

Link 40 (3,122 feet)

Link 40 begins at its junction with Links 34 and 41 on the southeast side of an existing Oncor 138-kV transmission line and parallels the southeast side of an existing Oncor 138-kV transmission line heading southwest for approximately 3,122 feet as it crosses an Atmos Energy pipeline and terminates at its junction with Links 39 and 42.

Link 41 (7,645 feet)

Link 41 begins at its junction with Links 34 and 40 on the southeast side of an existing Oncor 138-kV transmission line. The Link extends northwest approximately 360 feet, then angles west and continues approximately 2,470 feet as it crosses Wet Lacy Fork. The Link then angles west-southwest and continues an additional 2,142 feet. The Link then extends approximately 2,120 feet south-southwest crossing Wet Lacy Fork. The Link then angles south-southeast and extends 553 feet as it crosses the existing Oncor 138-kV transmission line and terminates at its junction with Links 43 and 46.

Link 42 (213 feet)

Link 42 begins at its junction with Links 39 and 40 on the southeast side of an existing Oncor 138-kV transmission line and parallels the south side of the existing Oncor 138-kV transmission line heading west for approximately 213 feet where it terminates at its junction with Links 44 and 45.

Link 43 (9,400 feet)

Link 43 begins at its junction with Links 36 and 44 on the north side of an existing Oncor 345-kV transmission line and parallels the north side of the existing Oncor 345-kV transmission line to the west for approximately 3,867 feet as it crosses an Atmos Energy pipeline and Buck Branch. From here the Link angles north-northeast and continues approximately 4,653 feet as it crosses CR 2211, angles east, and extends an additional 880 feet where it terminates at its junction with Links 41 and 46.

Link 44 (5,107 feet)

Link 44 begins at its junction with Links 36 and 43 on the north side of an existing Oncor 345-kV transmission line and extends north approximately 5,107 feet as it crosses an Atmos Energy pipeline and

terminates at its junction with Links 42 and 45 on the south side of an existing Oncor 138-kV transmission line.

Link 45 (2,485 feet)

Link 45 begins at its junction with Links 42 and 44 on the south side of an existing Oncor 138-kV transmission line and parallels the south side of the existing Oncor 138-kV transmission line to the west for approximately 1,253 feet. From here the Link angles southwest and continues approximately 718 feet, and then angles west and extends approximately 514 feet where it terminates on the south side of Oncor's proposed Alder Switch, located approximately 0.30 mile east of SH 198 and 0.90 mile south of FM 3227.

Link 46 (349 feet)

Link 46 begins at its junction with Links 41 and 43 and extends east approximately 349 feet where it terminates on the south side of Oncor's proposed Alder Switch, located approximately 0.30 mile east of SH 198 and 0.90 mile south of FM 3227.



Landowners and Transmission Line Cases at the PUC

Why am I receiving this notice?

You are receiving this notice because your property is near one of the possible routes for a proposed electric transmission line or near a proposed substation site. You can find maps of the proposed routes in the company's application on the Public Utility Commission of Texas' (PUC) Interchange using the five -digit docket number.

What does the (PUC) do?

The PUC is the Texas state agency that decides if a transmission line is needed and what route the line will follow. The PUC does not build or operate electric transmission lines or substations.

What are transmission lines and why do we need them?

Electric transmission lines carry electricity over long distances across the state. They bring electricity from power plants to cities and neighborhoods where they link to electric substations and smaller wires called distribution-level wires, that carry electricity to individual customers' homes and businesses. New electric transmission lines are needed where there is growth in electricity demand or where existing transmission lines are at full capacity and need to be expanded.

Public Participation in the Transmission Line Siting Process

How can I participate?

Depending on the level of participation you choose, you can either be a protestor or an intervenor.

- **Protestors** – If you have concerns about the transmission line, you can send us written comments about the proposed routes. These comments are filed publicly and are available to anyone who is interested in the application. Comments help inform the PUC Commissioners and staff of the public's concerns, however, they do not serve as evidence or enable the protestor to participate in the case as a participant or party.
- **Intervenors** – Intervening makes you an official participant or party in the legal case where the proposed transmission line routes are reviewed in front of a judge and the PUC Commissioners. If you are approved as an intervenor, you will be allowed to present written evidence in the case and can cross-examine witnesses. Additionally, you can testify in the case and may also be cross-examined by the other parties in the case. Intervenors must follow along with the process of the case, respond to requests from the Administrative Law Judge (ALJ) and other parties, and actively participate in the case. Otherwise, they may lose their status as an intervenor. Intervenors are not required to have an attorney. The notice you received lists the deadline to intervene. Forms for intervenors can be found on the PUC website.

Why should I participate?

If you have any concerns about the proposed routes, the PUCT encourages you to participate in the siting process. As a landowner, you have detailed knowledge of the impacted area that might not be reflected in the application. Sharing your knowledge with the PUCT allows the PUCT Commissioners to make better-informed decisions about the route of the line.

How can I follow the process?

All the documents related to a case are filed in the PUCT public document interchange. You can search for the case by name or by the five-digit docket number located on your notice letter. You can also sign up to receive a notification every time a new document is added related to the case. The interchange is at <https://interchange.puc.texas.gov/>

What is the process?

After the company files an application with the PUCT to build a new transmission line, the PUCT's technical staff reviews the application in a legal proceeding. When an intervenor or PUCT technical staff requests a hearing, the PUCT will send the application to the State Office of Administrative Hearings (SOAH). The SOAH judge will set a hearing date, deadlines to request information from other participants and deadlines to file written testimony or a statement of position prior to the hearing. The SOAH judge may determine the format of conferences and hearings, such as through video conference with a call-in option. Participants in the case must attend the hearing to have their written testimony entered into evidence. After the hearing, the SOAH judge will provide the PUCT Commissioners a recommendation about the proposed transmission line route.

The PUCT Commissioners are not bound by the SOAH judge's recommendation in selecting a route for the transmission line. The PUCT Commissioners will issue a final decision at a public meeting that participants to the case can attend and request to make a statement. PUCT public meetings are broadcast online. The PUCT Commissioners can and sometimes do make alterations to the route in response to statements from landowners. The company building the transmission line will then negotiate with landowners to purchase easement rights on their property. The PUCT does not determine the amount of money to be paid to landowners for easements or other rights-of-way.

Until the PUCT Commissioners make a final decision, participants in the case also negotiate to find a route that satisfies everyone. The PUCT Commissioners are not required to approve a negotiated route.

The entire PUCT transmission line route review process can take up to six months.

Where do I go for more information?

The company that has applied to build the line may have more information available on their website. For more information about how to participate in the process please contact the PUCT Office of Public Engagement at 512-936-7374 or public@puc.texas.gov.



Casos de Propietarios de Tierras y Líneas de Transmisión en la PUC

¿Por qué recibo este aviso?

Está recibiendo este aviso porque su propiedad está cerca de una de las posibles rutas para una línea de transmisión eléctrica propuesta o cerca de un sitio de subestación propuesto. Puede encontrar mapas de las rutas propuestas en la solicitud de la compañía en el intercambio de la Comisión de Servicios Públicos de Texas (PUCT) utilizando el número de expediente de cinco dígitos.

¿Qué hace la PUCT?

La PUCT es la agencia estatal de Texas que decide si se necesita una línea de transmisión y qué ruta seguirá la línea. La PUCT no construye ni opera líneas de transmisión eléctrica.

¿Qué son las líneas de transmisión y por qué las necesitamos?

Las líneas de transmisión eléctrica transportan electricidad a largas distancias por todo el estado. Llevan la electricidad desde las plantas de energía a las ciudades y vecindarios donde se conectan a cables más pequeños llamados cables de nivel de distribución, que llevan la electricidad a los hogares y negocios de los clientes individuales. Se necesitan nuevas líneas de transmisión eléctrica donde hay un aumento en la demanda de electricidad o donde las líneas de transmisión existentes están a capacidad completa y es necesario ampliarlas.

Participación Pública en el Proceso de Emplazamiento de Líneas de Transmisión

¿Cómo puedo participar?

Según el nivel de participación que elija, puede ser un manifestante o un interventor.

- **Manifestantes** – Si tienen inquietudes sobre la línea de transmisión, pueden enviarnos comentarios por escrito sobre las rutas propuestas. Estos comentarios se archivan en el registro público y están disponibles para cualquier persona interesada en la solicitud. Los comentarios ayudan a informar a los comisionados y al personal de la PUCT sobre las preocupaciones del público.
- **Interventores** – La intervención lo convierte en un participante oficial en el caso legal donde la transmisión y la ruta se debaten frente a un juez y los Comisionados de la PUC. Se le permitirá presentar pruebas en el caso y podrá contrainterrogar a los testigos. Puede testificar en el caso y también puede ser interrogado por las otras partes en el caso. Los interventores deben seguir con el proceso del caso, responder a las solicitudes del Juez de Derecho Administrativo (ALJ) y otras partes, y participar activamente en el caso. De lo contrario, puede perder su condición de interventor. Los interventores no están obligados a tener un abogado. El aviso que recibió indica la fecha límite para intervenir. Los formularios para interventores se pueden encontrar en el sitio web de la PUC.

¿Por qué debo participar?

Si tiene inquietudes sobre las rutas propuestas, la PUCT lo alienta a participar en el proceso de ubicación. Como propietario, tiene un conocimiento detallado del área afectada que podría no estar reflejado en la solicitud. Compartir su conocimiento con la PUCT nos permite tomar una decisión mejor informada sobre la ruta de la línea.

¿Cómo puedo seguir el proceso?

Todos los documentos relacionados con un caso se archivan en el intercambio de documentos públicos de la PUCT. Puede buscar el caso por nombre o por el número de expediente de cinco dígitos. También puede registrarse para recibir una notificación cada vez que se agregue un nuevo documento relacionado con el caso. El intercambio está en <https://interchange.puc.texas.gov/>

¿Cuál es el proceso?

Después de que la empresa presenta una solicitud ante la PUCT para construir una nueva línea de transmisión, el personal técnico de la PUCT revisa la solicitud en un procedimiento legal. Cuando un interventor o personal técnico de la PUCT solicite una audiencia, la PUCT enviará la solicitud a la Oficina Estatal de Audiencias Administrativas (SOAH). El juez de SOAH fijará una fecha de audiencia, plazos para solicitar información de otros participantes y plazos para presentar testimonio escrito o una declaración de posición antes de la audiencia. El juez de SOAH puede determinar el formato de las conferencias y audiencias, por ejemplo, mediante videoconferencia con opción de llamada telefónica. Los participantes en el caso deben asistir a la audiencia para que su testimonio escrito se convierta en prueba. Después de la audiencia, el juez de SOAH brindará a los Comisionados de la PUCT una recomendación sobre la ruta propuesta para la línea de transmisión.

Los Comisionados de la PUCT no están obligados por la recomendación del juez de la SOAH al seleccionar una ruta para la línea de transmisión. Los Comisionados de la PUCT emitirán una decisión final en una reunión pública a la que podrán asistir los participantes del caso y solicitar declarar. Las reuniones públicas de la PUCT se transmiten en línea. Los Comisionados de la PUCT pueden y en ocasiones hacen modificaciones a la ruta en respuesta a declaraciones de los propietarios de terrenos. Luego, la empresa que construye la línea de transmisión negociará con los propietarios de terrenos para comprar derechos de servidumbre sobre sus propiedades. La PUCT no determina la cantidad de dinero que se debe pagar a los propietarios por servidumbres u otros derechos de paso.

Hasta que los comisionados de la PUCT tomen una decisión final, los participantes en el caso también negocian para encontrar una ruta que satisfaga a todos. Los Comisionados de la PUCT no están obligados a aprobar una ruta negociada.

Todo el proceso de revisión de ruta de la línea de transmisión de la PUCT puede tardar hasta seis meses.

¿Dónde me dirijo para obtener más información?

La empresa que haya solicitado construir la línea tendrá mapas en su sitio web. Para obtener más información sobre cómo participar en el proceso, comuníquese con la Oficina de Participación Pública de PUCT <https://www.puc.texas.gov/agency/about/open/> o 512-936-7374.

Comments in Docket No. 59143

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

For USPS, send one copy to:

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

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

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

First Name: _____ Last Name: _____

Phone Number: _____ Fax Number: _____

Address, City, State: _____

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

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

Please check one of the following:

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

Signature of person submitting comments:

_____ Date: _____

Request to Intervene in PUC Docket No. 59143

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

For USPS, send one copy to:

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

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

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

First Name: _____ Last Name: _____

Phone Number: _____ Fax Number: _____

Address, City, State: _____

Email Address: _____

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

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

Please check one of the following:

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

Signature of person requesting intervention:

_____ Date: _____



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 2024



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.