

THE STATE OF TEXAS

# LANDOWNER'S BILL OF RIGHTS

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

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



# CONDEMNATION PROCEDURE

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

## WHO CAN I HIRE TO HELP ME?

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

## WHAT QUALIFIES AS A PUBLIC PURPOSE OR USE?

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

## WHAT IS ADEQUATE COMPENSATION?

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

Yes. The special commissioners are tasked only with determining

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

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

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

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

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

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

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

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

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

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

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

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

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

# OBJECTING TO THE SPECIAL COMMISSIONERS' AWARD

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

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

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

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

## WHO PAYS FOR TRIAL?

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

## IS THE TRIAL VERDICT THE FINAL DECISION?

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



## DISMISSAL OF THE CONDEMNATION ACTION

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

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

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

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

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

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

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

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

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

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

## ADDITIONAL RESOURCES AND ADDENDA

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

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

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

**ADDENDUM A:**

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

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

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

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

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

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

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

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

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

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

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

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

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

- exclusive.
- nonexclusive.

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

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

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

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

(13) Grantor: (check one)

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

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

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

(15) Grantor: (check one)

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

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

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

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

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

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

THE STATE OF TEXAS LANDOWNER'S BILL OF RIGHTS

**ADDENDUM B:**

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

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

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

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

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

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

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

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

(7) Grantor: (check one)

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

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

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

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

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

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

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

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

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

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

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

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

### ADDENDUM C:

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

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

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

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

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

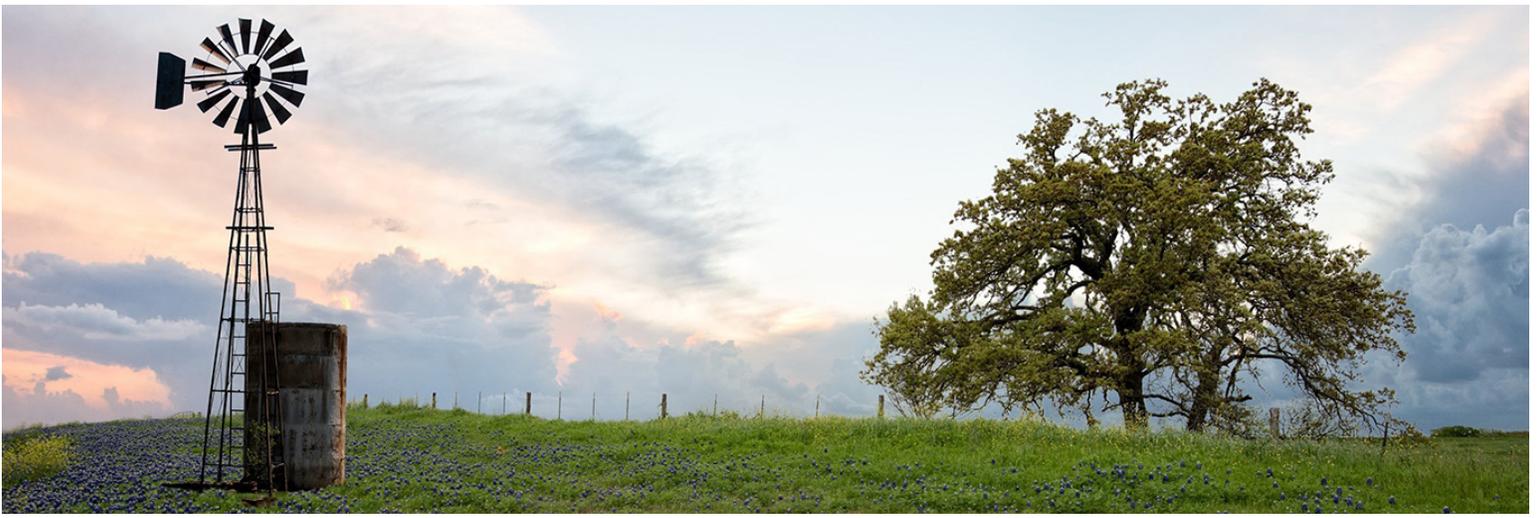
(3) Grantee shall maintain commercial liability insurance or self-insurance at all times, including during Grantee's construction and operations on the easement, while Grantee uses the easement acquired under this instrument. The insurance must insure Grantor against liability for personal injuries and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

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

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

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

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



## EL ESTADO DE TEXAS

# DERECHOS DEL PROPIETARIO

Esta Declaración de Derechos del Propietario se aplica a cualquier intento de expropiar su propiedad. El contenido de esta Declaración de Derechos fue establecido por la Legislatura de Texas en la Sección 402.031 del Código Gubernamental de Texas y en el Capítulo 21 del Código de Propiedad de Texas. Cualquier entidad que ejerza autoridad de dominio eminente debe proporcionarle una copia de esta Declaración de Derechos del Propietario.

1. Usted tiene derecho de recibir compensación adecuada si su propiedad es expropiada.
2. Su propiedad solamente puede ser expropiada para uso público.
3. Su propiedad solo puede ser expropiada por una entidad gubernamental o una entidad privada autorizada por la ley para hacerlo.
4. La entidad que quiere adquirir su propiedad debe informarle a usted de que quiere expropiar su propiedad.
5. La entidad que propone la expropiación de su propiedad debe darle a usted una evaluación escrita por un tasador certificado detallando la compensación adecuada que se le debe a usted por su propiedad.
6. Si cree que un agente registrado de servidumbre o derecho de paso que actúa en nombre de la entidad que desea adquirir su propiedad ha incurrido en mala conducta, puede presentar una queja por escrito ante la Comisión de Bienes Raíces de Texas (TREC) bajo la sección 1101.205 del Código de Ocupaciones de Texas. La queja debe estar firmada y puede incluir cualquier evidencia de respaldo.
7. La entidad que propone la expropiación de su propiedad debe hacer una oferta de buena fe para comprar la propiedad antes de presentar una acción legal para expropiarla – esto significa que la entidad expropiatoria debe hacer una oferta de buena fe que se conforme al Capítulo 21 del Código de Propiedad de Texas.
8. Usted puede contratar a un tasador u otro profesional para determinar el valor de la propiedad o para que le ayude en cualquier proceso de expropiación.
9. Usted puede contratar a un abogado para negociar con la entidad expropiatoria y para que lo represente en los procesos legales relacionados con la expropiación.
10. Antes de que la propiedad sea expropiada, usted tiene derecho a una audiencia ante un panel asignado por la corte que incluye a tres comisionados especiales. Los comisionados especiales deben establecer cuánto tiene que pagarle a usted la entidad expropiatoria como compensación por expropiar su propiedad. Los comisionados también deben determinar la compensación, si es necesaria, a la que tiene derecho usted por una disminución en el valor de su propiedad restante.
11. Si usted no está satisfecho con la compensación establecida por los comisionados especiales, o si tiene dudas sobre si la expropiación se llevó a cabo correctamente, tiene derecho a un juicio ante un juez o jurado. Si no está satisfecho con el dictamen del juez o jurado, puede apelar la decisión.



## EL PROCESO DE EXPROPIACIÓN

El dominio eminente es la autoridad legal que ciertas entidades gubernamentales y privadas tienen para expropiar propiedad privada para uso público a cambio de compensación adecuada. Sólo las entidades autorizadas por la ley para hacerlo pueden expropiar la propiedad privada. La propiedad privada puede incluir el terreno y ciertas mejoras que existan en la propiedad.

### ¿A QUIÉN PUEDO CONTRATAR PARA AYUDARME?

Puede contratar a un tasador o profesional de bienes raíces para ayudarlo a determinar el valor de su propiedad, así como a un abogado para negociar con una entidad expropiatoria o para representarlo durante los procedimientos de expropiación.

### ¿QUÉ CALIFICA COMO UN PROPÓSITO O USO PÚBLICO?

Su propiedad puede ser expropiada sólo para un propósito o uso que sirva al público en general. Esto podría incluir la construcción o ampliación de carreteras, servicios públicos, parques, universidades y otra infraestructura que sirve al público. La ley de Texas no permite a las autoridades expropiatorias ejercer un dominio eminente para los ingresos fiscales o el desarrollo económico.

### ¿QUÉ ES LA COMPENSACIÓN ADECUADA?

Una compensación adecuada normalmente significa el valor de mercado de la propiedad que se está expropiando. También podría incluir ciertos daños si el valor de mercado de su propiedad restante se ve disminuido por la expropiación o el propósito público por el que está siendo expropiada.

### APARTE DE LA COMPENSACIÓN ADECUADA, ¿QUÉ OTRA COMPENSACIÓN PUEDE SER PAGADA?

Si usted es desplazado de su residencia o lugar de negocios, usted puede tener derecho a reembolso por los gastos razonables incurridos mientras se muda a un nuevo sitio. Sin embargo, los costos de reembolso pueden no estar disponibles si esos gastos son recuperables bajo otra ley. Además, los gastos de reembolso están limitados al valor de mercado de la propiedad.

### ¿QUÉ TIENE QUE HACER UN EXPROPIADOR ANTES DE EXPROPIAR MI PROPIEDAD?

- ◆ Proporcionarle a usted una copia de esta Declaración de Derechos del Propietario antes o al mismo tiempo que la entidad le representa por primera vez que posee la autoridad de dominio eminente. También es necesario enviar esta Declaración de Derechos del Propietario a la

última dirección conocida de la persona que aparece como el propietario de la propiedad en la lista de impuestos más reciente por lo menos siete días antes de hacer su oferta final para adquirir la propiedad.

- Si el expropiador busca expropiar una servidumbre de paso para una tubería o línea de transmisión eléctrica y es una entidad privada, el expropiador también debe proporcionarle una copia de la adenda de la Declaración de Derechos del Propietario.
- La adenda describe los términos estándar requeridos en un instrumento que transmite derechos de propiedad (como una escritura de transferencia de título o una servidumbre que detalla los derechos de servidumbre) y qué términos puede negociar.
- ◆ Hacer una oferta de buena fe para comprar la propiedad. Este proceso se describe más detalladamente en el capítulo 21 del Código de Propiedad de Texas. Una oferta de buena fe incluye una oferta inicial por escrito, así como una oferta final por escrito.
  - La oferta inicial por escrito debe incluir:
    - » una copia de la Declaración de Derechos del Propietario y su apéndice (si corresponde);
    - » ya sea una declaración en negrita y de letra grande que diga si la compensación ofrecida incluye daños al resto de su propiedad restante o una tasación formal de la propiedad que identifique cualquier daño a la propiedad restante (si corresponde);
    - » el instrumento de traslado (como una servidumbre o escritura); y
    - » el nombre y número de teléfono de un empleado, afiliado o representante legal de la entidad expropiatoria.
  - ◆ La oferta final por escrito debe hacerse al menos 30 días después de la oferta escrita inicial y debe incluir, si no se proporcionó anteriormente:
    - » compensación igual o superior a la cantidad indicada en una evaluación escrita y certificada que se le proporciona;
    - » copias del instrumento de traslado; y
    - » la Declaración de Derechos del Propietario.
  - ◆ Divulgar cualquier informe de evaluación. Al hacer su oferta inicial, la entidad expropiatoria debe compartir sus informes de tasación relacionados a la propiedad de los últimos 10 años. Usted tiene derecho a discutir la oferta con otros y aceptar o rechazar la oferta de la entidad expropiatoria.

## **¿Y SI NO ACEPTO UNA OFERTA DE LA ENTIDAD DE EXPROPIACIÓN?**

El expropiador debe darle al menos 14 días para considerar la oferta final antes de presentar una demanda para expropiar su propiedad, lo que inicia el proceso de expropiación legal.

## **¿CÓMO COMIENZA EL PROCESO DE EXPROPIACIÓN LEGAL?**

El expropiador puede comenzar el proceso de expropiación legal presentando una demanda para adquirir su propiedad en el tribunal apropiado del condado donde se encuentra la propiedad. Al presentar la petición, la entidad expropiadora debe enviarle una copia de la petición por correo certificado con

acuse de recibo solicitado y correo de primera clase. También debe enviar una copia a su abogado si está representado por un abogado.

## **¿QUÉ TIENE QUE INCLUIR EL EXPROPIADOR EN LA DEMANDA PRESENTADA ANTE EL TRIBUNAL?**

La demanda debe describir la propiedad que está siendo expropiada e indicar lo siguiente: el uso público; el nombre de usted; que usted y la entidad expropiadora no pudieron ponerse de acuerdo sobre el valor de la propiedad; que la entidad expropiadora le dio la Declaración de Derechos del Propietario; y que la entidad expropiatoria hizo una oferta de buena fe para comprarle voluntariamente la propiedad.

# **AUDIENCIA DE COMISIONADOS ESPECIALES Y CONCESIÓN**

A no más tardar 30 días después de que la entidad expropiatoria presenta una demanda de expropiación en la corte, el juez nombrará a tres propietarios locales para servir como comisionados especiales y a dos suplentes. El juez le dará de inmediato al expropiador una orden firmada nombrando a los comisionados especiales y el expropiador debe darle a usted, a su abogado y a otras partes una copia de la orden por correo certificado con accuse de recibo solicitado. Los comisionados especiales programarán una audiencia de expropiación en el momento y lugar más temprano práctico y le darán aviso por escrito de la audiencia.



## **¿QUÉ HACEN LOS COMISIONADOS ESPECIALES?**

El papel de los comisionados especiales es determinar cuál es la cantidad de dinero adecuada como compensación por su propiedad. Los comisionados especiales realizarán una audiencia donde usted y otras partes interesadas pueden introducir evidencia. Entonces los comisionados especiales determinarán la cantidad de dinero que es una compensación adecuada y presentarán su decisión por escrito, conocida como una "Concesión", en el tribunal con notificación a todas las partes. Una vez presentada la concesión, la entidad expropiatoria podrá tomar posesión y comenzar a usar la propiedad siendo expropiada, aun si una o más partes se oponen a la Concesión de los comisionados especiales.

## **¿EXISTEN LIMITACIONES SOBRE LO QUE PUEDEN HACER LOS COMISIONADOS ESPECIALES?**

Sí. Los comisionados especiales sólo tienen la tarea de determinar la compensación monetaria por el valor de la propiedad expropiada y el valor de cualquier daño a la propiedad restante. No deciden si la expropiación es necesaria o si el uso público es adecuado. Además, los comisionados especiales no tienen el poder de alterar los términos de una servidumbre, reducir el tamaño del terreno adquirido, o decir qué acceso se permitirá a la propiedad durante o después de la expropiación. Los comisionados especiales tampoco pueden determinar quién debe recibir qué parte de la compensación que otorgan. Esencialmente, los comisionados especiales sólo están facultados para decir cuánto dinero debe pagar el expropiador por la tierra o los derechos que se adquieren.

## **¿QUIÉN PUEDE SER UN COMISIONADO ESPECIAL?**

### **¿PUEDO OBJETAR A ELLOS?**

Los comisionados especiales deben ser propietarios y residentes en el condado donde se presenta el procedimiento de expropiación, y deben tomar un juramento para evaluar la cantidad de compensación adecuada de manera justa, imparcial y de acuerdo con la ley.

## **¿QUÉ PASA SI QUIERO OBJETAR A UN COMISIONADO ESPECIAL?**

El juez debe proporcionar a las partes los nombres y la información de contacto de los comisionados especiales y suplentes. Cada parte tendrá hasta 10 días después de la fecha de la orden de nombramiento de los comisionados especiales o 20 días después de la fecha en que se presentó la petición, lo que ocurra más tarde, para eliminar a uno de los tres

comisionados especiales. Si un comisionado es eliminado, un suplente servirá como reemplazo. Otra parte puede eliminar a un comisionado especial del panel resultante dentro de los tres días posteriores a la fecha en que se hizo la eliminación inicial o de la fecha límite establecida inicialmente para hacer una eliminación, lo que ocurra más tarde.

### **¿QUÉ SUCEDERÁ EN LA AUDIENCIA DE LOS COMISIONADOS ESPECIALES?**

Los comisionados especiales considerarán cualquier evidencia (como informes de valoración y testimonios de testigos) sobre el valor de su propiedad expropiada, los daños o el valor agregado a los bienes restantes que no están siendo expropiados, y el uso propuesto de la propiedad por parte de la entidad expropiatoria.

### **¿CUALES SON MIS DERECHOS EN LA AUDIENCIA DE LOS COMISIONADOS ESPECIALES?**

Usted tiene derecho ya sea a comparecer o a no presentarse en la audiencia. Si comparece, puede interrogar a testigos u ofrecer sus propias pruebas sobre el valor de la propiedad. La entidad expropiatoria debe darle todos los informes de tasación existentes con respecto a su propiedad utilizados para determinar una opinión de valor al menos tres días antes de la audiencia. Si tiene la intención de utilizar informes de valoración para respaldar su reclamo sobre una compensación

adecuada, debe proporcionarlos a la entidad expropiatoria 10 días después de recibirlos o tres días hábiles antes de la audiencia, lo que ocurra antes.

### **¿TENGO QUE PAGAR POR LA AUDIENCIA DE LOS COMISIONADOS ESPECIALES?**

Si la concesión de los comisionados especiales es menor o igual a la cantidad que la entidad expropiatoria ofreció pagar antes de que comenzara el procedimiento, entonces usted puede ser responsable del costo del procedimiento de expropiación. Pero, si la concesión es más que la entidad expropiatoria ofreció pagar antes de que comenzará el procedimiento, entonces la entidad expropiatoria será responsable de los costos.

### **¿QUÉ TIENE QUE HACER EL EXPROPIADOR PARA TOMAR POSESIÓN DE LA PROPIEDAD?**

Una vez que la entidad expropiatoria le pague el monto de la concesión o la deposite en el registro del tribunal, la entidad puede tomar posesión de la propiedad y poner la propiedad a uso público. Las autoridades expropiatorias no gubernamentales también pueden estar obligadas a registrar bonos además de la concesión. Usted tiene el derecho de retirar fondos que se depositan en el registro del tribunal, pero cuando retira tal dinero, ya no puede impugnar si la acción de dominio eminente es válida, solo si la cantidad de compensación es adecuada.

## **OPONERSE A LA CONCESIÓN DE LOS COMISIONADOS ESPECIALES**

Si usted, la entidad expropiatoria o cualquier otra parte no está satisfecho la concesión, esa parte puede objetar formalmente. La objeción debe presentarse por escrito ante el tribunal y debe presentarse el primer lunes después del día 20 después de que el secretario notifique que los comisionados han presentado su concesión ante el tribunal. Si ninguna parte se opone puntualmente a la concesión de los comisionados especiales, el tribunal adoptará la concesión como la compensación final que se debe y emitirá una sentencia final en ausencia de objeción.

### **¿QUÉ SUCEDE DESPUÉS DE QUE ME OPONGO A LA CONCESIÓN DE LOS COMISIONADOS ESPECIALES?**

Si una parte se opone puntualmente, el tribunal escuchará el caso al igual que otras demandas civiles. Cualquier parte que

se oponga a la concesión tiene derecho a un juicio y puede elegir si el caso es decidido por un juez o jurado.

### **¿QUIEN PAGA EL COSTO DEL JUICIO?**

Si el monto del veredicto en el juicio es mayor que el monto de la concesión de los comisionados especiales, el expropiador puede ser ordenado a pagar los costos. Si el veredicto en el juicio es igual o menor que la cantidad que el expropiador ofreció originalmente, se le puede ordenar a usted pagar los costos.

### **¿ES EL VEREDICTO DEL JUICIO LA DECISIÓN FINAL?**

No necesariamente. Después del juicio, cualquier parte puede apelar la sentencia dictada por el tribunal.



## DESESTIMACIÓN DE LA ACCIÓN DE EXPROPIACIÓN

Una acción de expropiación puede ser desestimada por la propia autoridad expropiatoria o por una moción del propietario.

### ¿QUÉ SUCEDE SI LA AUTORIDAD EXPROPIATORIA YA NO QUIERE TOMAR MI PROPIEDAD?

Si una entidad expropiatoria decide que ya no necesita su propiedad expropiada, puede presentar una moción para desestimar el procedimiento de expropiación. Si el tribunal concede la moción para desestimar, el caso ha terminado, y usted puede recuperar honorarios razonables y necesarios para abogados, tasadores, fotógrafos y para otros gastos hasta esa fecha.

### ¿Y SI NO CREO QUE LA ENTIDAD EXPROPIATORIA TIENE DERECHO A TOMAR MI PROPIEDAD?

Puede impugnar el derecho a expropiar su propiedad presentando una moción para desestimar el procedimiento de expropiación. Por ejemplo, un propietario podría impugnar la afirmación de la entidad expropiatoria de que busca expropiar la propiedad para un uso público. Si el tribunal concede la

moción del propietario, el tribunal puede otorgar al propietario honorarios y gastos razonables y necesarios incurridos hasta esa fecha.

### ¿PUEDO RECUPERAR MI PROPIEDAD SI ES EXPROPIADA PERO NUNCA SE PONE A UN USO PÚBLICO?

Usted puede tener el derecho de comprar de nuevo su propiedad si su propiedad es adquirida a través de dominio eminente y:

- ◆ el uso público para el que se adquirió la propiedad se cancela antes de que dicha propiedad se ponga a ese uso,
- ◆ no se hace ningún progreso real hacia el uso público dentro de 10 años, o
- ◆ la propiedad se vuelve innecesaria para uso público en un plazo de 10 años.

El precio de readquirir es el precio que se le pagó en el momento de la expropiación.

## RECURSOS ADICIONALES Y ADENDA

Para obtener más información acerca de los procedimientos, plazos y requisitos descritos en este documento, consulte el capítulo 21 del Código de Propiedad de Texas. A esta declaración se adjunta una adición que discute los términos requeridos para un instrumento de traslado bajo la sección 21.0114 (c) del Código de Propiedad, y los términos de traslado que un propietario puede negociar bajo la sección 21.0114 (d) del Código de Propiedad.

La información de esta declaración pretende ser un resumen de las porciones aplicables de la ley estatal de Texas como lo requiere HB 1495, promulgada por la 80a Legislatura de Texas, Sesión Regular. Esta declaración no es asesoramiento legal y no sustituye a un abogado.

THE STATE OF TEXAS LANDOWNER'S BILL OF RIGHTS

**ADDENDUM A:**

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

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

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

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

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

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

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

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

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

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

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

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

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

- exclusive.
- nonexclusive.

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

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

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

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

(13) Grantor: (check one)

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

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

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

(15) Grantor: (check one)

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

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

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

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

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

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

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

### ADDENDUM B:

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

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

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

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

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

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

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

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

(7) Grantor: (check one)

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

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

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

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

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

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

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

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

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

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

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

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

### ADDENDUM C:

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

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

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

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

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

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

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

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

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

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