

1-1 By: Deshotel, et al. (Senate Sponsor - Kolkhorst) H.B. No. 2730
1-2 (In the Senate - Received from the House May 13, 2021;
1-3 May 18, 2021, read first time and referred to Committee on
1-4 Jurisprudence; May 21, 2021, reported favorably by the following
1-5 vote: Yeas 5, Nays 0; May 21, 2021, sent to printer.)

1-6 COMMITTEE VOTE

	Yea	Nay	Absent	PNV
1-7				
1-8	X			
1-9	X			
1-10	X			
1-11	X			
1-12	X			

1-13 A BILL TO BE ENTITLED
1-14 AN ACT

1-15 relating to the acquisition of real property by an entity with
1-16 eminent domain authority and the regulation of easement or
1-17 right-of-way agents.

1-18 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

1-19 SECTION 1. Section 402.031, Government Code, is amended by
1-20 amending Subsection (b) and adding Subsections (c-1), (e), and (f)
1-21 to read as follows:

1-22 (b) The landowner's bill of rights must notify each property
1-23 owner that the property owner has the right to:

1-24 (1) notice of the proposed acquisition of the owner's
1-25 property;

1-26 (2) a bona fide good faith effort to negotiate by the
1-27 entity proposing to acquire the property;

1-28 (3) an assessment of damages to the owner that will
1-29 result from the taking of the property;

1-30 (4) a hearing under Chapter 21, Property Code,
1-31 including a hearing on the assessment of damages; ~~and~~

1-32 (5) an appeal of a judgment in a condemnation
1-33 proceeding, including an appeal of an assessment of damages; and

1-34 (6) file a written complaint with the Texas Real
1-35 Estate Commission under Section 1101.205, Occupations Code,
1-36 regarding alleged misconduct by a registered easement or
1-37 right-of-way agent acting on behalf of the entity exercising
1-38 eminent domain authority.

1-39 (c-1) The statement must also include an addendum of the
1-40 terms required for an instrument of conveyance under Section
1-41 21.0114(c), Property Code, and the terms a property owner may
1-42 negotiate under Section 21.0114(d), Property Code.

1-43 (e) At least once every two years, the attorney general
1-44 shall:

1-45 (1) evaluate the landowner's bill of rights statement,
1-46 including the addendum required by Subsection (c-1), for compliance
1-47 with the requirements of this section, including the requirement
1-48 under Subsection (d) that the statement be written in plain
1-49 language designed to be easily understood by the average property
1-50 owner; and

1-51 (2) subject to Subsection (f), make any change to the
1-52 landowner's bill of rights statement and addendum that the attorney
1-53 general determines necessary to comply with the requirements of
1-54 this section, including making a change to the writing style of the
1-55 statement or addendum necessary to improve compliance with
1-56 Subsection (d).

1-57 (f) Before making any changes to the landowner's bill of
1-58 rights statement under Subsection (e), the office of the attorney
1-59 general shall:

1-60 (1) publish the proposed changes in the Texas
1-61 Register; and

2-1 (2) accept public comment regarding the proposed
 2-2 statement for a reasonable period after the date the proposed
 2-3 statement is published under Subdivision (1).

2-4 SECTION 2. Section 1101.502(a), Occupations Code, is
 2-5 amended to read as follows:

2-6 (a) To be eligible to receive a certificate of registration
 2-7 or a renewal certificate under this subchapter, a person must:

2-8 (1) be, at the time of application:

2-9 (A) ~~[(1)]~~ at least 18 years of age; and

2-10 (B) ~~[(2)]~~ a citizen of the United States or a
 2-11 lawfully admitted alien; and

2-12 (2) successfully complete the required courses of
 2-13 study prescribed by this subchapter, including qualifying or
 2-14 continuing education requirements.

2-15 SECTION 3. Subchapter K, Chapter 1101, Occupations Code, is
 2-16 amended by adding Sections 1101.508 and 1101.509 to read as
 2-17 follows:

2-18 Sec. 1101.508. PROBATIONARY CERTIFICATE. (a) The
 2-19 commission may issue a probationary certificate of registration
 2-20 under this subchapter.

2-21 (b) The commission by rule shall adopt reasonable
 2-22 requirements for the issuance of a probationary certificate.

2-23 Sec. 1101.509. QUALIFYING AND CONTINUING EDUCATION
 2-24 REQUIREMENTS. (a) The commission by rule shall approve coursework
 2-25 that an applicant must successfully complete to be eligible for the
 2-26 issuance or renewal of a certificate of registration under this
 2-27 subchapter.

2-28 (b) An applicant for the issuance of an original certificate
 2-29 of registration shall submit evidence satisfactory to the
 2-30 commission that the applicant has completed at least 16 classroom
 2-31 hours of coursework approved by the commission in:

2-32 (1) the law of eminent domain, including the rights of
 2-33 property owners;

2-34 (2) appropriate standards of professionalism in
 2-35 contacting and conducting negotiations with property owners; and

2-36 (3) ethical considerations in the performance of
 2-37 right-of-way acquisition services.

2-38 (c) An applicant for the renewal of a certificate of
 2-39 registration shall submit evidence satisfactory to the commission
 2-40 that the applicant has, during the renewal period, completed at
 2-41 least 16 classroom hours of coursework approved by the commission
 2-42 that provides current information regarding:

2-43 (1) the subjects specified in Subsection (b); and

2-44 (2) other relevant subjects as prescribed by
 2-45 commission rule.

2-46 SECTION 4. Section 1101.653, Occupations Code, is amended
 2-47 to read as follows:

2-48 Sec. 1101.653. GROUNDS FOR SUSPENSION OR REVOCATION OF
 2-49 CERTIFICATE. The commission may suspend or revoke a certificate of
 2-50 registration issued under this chapter if the certificate holder:

2-51 (1) engages in dishonest dealing, fraud, unlawful
 2-52 discrimination, or a deceptive act;

2-53 (2) makes a misrepresentation;

2-54 (3) acts in bad faith;

2-55 (4) demonstrates untrustworthiness;

2-56 (5) fails to honor, within a reasonable time, a check
 2-57 issued to the commission after the commission has mailed a request
 2-58 for payment to the certificate holder's last known address
 2-59 according to the commission's records;

2-60 (6) fails to provide to a party to a transaction a
 2-61 written notice prescribed by the commission that:

2-62 (A) must be given before the party is obligated
 2-63 to sell, buy, lease, or transfer a right-of-way or easement; and

2-64 (B) contains:

2-65 (i) the name of the certificate holder;

2-66 (ii) the certificate number;

2-67 (iii) the name of the person the
 2-68 certificate holder represents;

2-69 (iv) a statement advising the party that

3-1 the party may seek representation from a lawyer or broker in the
 3-2 transaction; and

3-3 (v) a statement generally advising the
 3-4 party that the right-of-way or easement may affect the value of the
 3-5 property; [~~or~~]

3-6 (7) directly or indirectly accepts a financial
 3-7 incentive to make an initial offer that the certificate holder
 3-8 knows or should know is lower than the adequate compensation
 3-9 required under the Texas Constitution; or

3-10 (8) disregards or violates this chapter or a
 3-11 commission rule relating to certificate holders.

3-12 SECTION 5. Subchapter B, Chapter 21, Property Code, is
 3-13 amended by adding Section 21.0101 to read as follows:

3-14 Sec. 21.0101. EFFECT OF CHAPTER ON SURVEY ACCESS RIGHTS.
 3-15 Nothing in this chapter prevents an entity from seeking survey
 3-16 access rights as provided by law.

3-17 SECTION 6. Section 21.0113(b), Property Code, is amended to
 3-18 read as follows:

3-19 (b) An entity with eminent domain authority has made a bona
 3-20 fide offer if:

3-21 (1) an initial offer is made in writing to a property
 3-22 owner that includes:

3-23 (A) a copy of the landowner's bill of rights
 3-24 statement prescribed by Section 402.031, Government Code,
 3-25 including the addendum prescribed by Section 402.031(c-1),
 3-26 Government Code, if applicable;

3-27 (B) a statement, in bold print and a larger font
 3-28 than the other portions of the offer, indicating whether the
 3-29 compensation being offered includes:

3-30 (i) damages to the remainder, if any, of the
 3-31 property owner's remaining property; or

3-32 (ii) an appraisal of the property,
 3-33 including damages to the remainder, if any, prepared by a certified
 3-34 appraiser certified to practice as a certified general appraiser
 3-35 under Chapter 1103, Occupations Code;

3-36 (C) an instrument of conveyance, provided that if
 3-37 the entity is a private entity as defined by Section 21.0114(a), the
 3-38 instrument must comply with Section 21.0114, as applicable, unless:

3-39 (i) the entity has previously provided an
 3-40 instrument complying with Section 21.0114;

3-41 (ii) the property owner desires to use an
 3-42 instrument different than one complying with Section 21.0114 and
 3-43 consents in writing to use a different instrument; or

3-44 (iii) the property owner provided the
 3-45 entity with the instrument prior to the issuance of the initial
 3-46 offer; and

3-47 (D) the name and telephone number of a
 3-48 representative of the entity who is:

3-49 (i) an employee of the entity;

3-50 (ii) an employee of an affiliate providing
 3-51 services on behalf of the entity;

3-52 (iii) a legal representative of the entity;

3-53 or

3-54 (iv) if the entity does not have employees,
 3-55 an individual designated to represent the day-to-day operations of
 3-56 the entity;

3-57 (2) a final offer is made in writing to the property
 3-58 owner;

3-59 (3) the final offer is made on or after the 30th day
 3-60 after the date on which the entity makes a written initial offer to
 3-61 the property owner;

3-62 (4) before making a final offer, the entity obtains a
 3-63 written appraisal from a certified appraiser of the value of the
 3-64 property being acquired and the damages, if any, to any of the
 3-65 property owner's remaining property;

3-66 (5) the final offer is equal to or greater than the
 3-67 amount of the written appraisal obtained by the entity;

3-68 (6) the following items are included with the final
 3-69 offer or have been previously provided to the owner by the entity:

4-1 (A) a copy of the written appraisal;
 4-2 (B) a copy of the deed, easement, or other
 4-3 instrument conveying the property sought to be acquired; and
 4-4 (C) the landowner's bill of rights statement
 4-5 prescribed by Section 21.0112; and

4-6 (7) the entity provides the property owner with at
 4-7 least 14 days to respond to the final offer and the property owner
 4-8 does not agree to the terms of the final offer within that period.

4-9 SECTION 7. Subchapter B, Chapter 21, Property Code, is
 4-10 amended by adding Section 21.0114 to read as follows:

4-11 Sec. 21.0114. REQUIRED TERMS FOR INSTRUMENTS OF CONVEYANCE
 4-12 OF CERTAIN EASEMENTS. (a) In this section, "private entity":

4-13 (1) means:

4-14 (A) a for-profit entity, as defined by Section
 4-15 1.002, Business Organizations Code, however organized, including
 4-16 an affiliate or subsidiary, authorized to exercise the power of
 4-17 eminent domain to acquire private property for public use; or

4-18 (B) a corporation organized under Chapter 67,
 4-19 Water Code, that has a for-profit entity, however organized, as the
 4-20 sole or majority member; and

4-21 (2) does not include an entity governed by the Natural
 4-22 Gas Act (15 U.S.C. Section 717 et seq.), unless the entity seeks to
 4-23 acquire property under this chapter.

4-24 (b) This section:

4-25 (1) applies only to a deed, agreement, or other
 4-26 instrument of conveyance for a pipeline right-of-way easement or an
 4-27 electric transmission line right-of-way easement that is included
 4-28 with an offer made under this chapter to acquire a property interest
 4-29 for a public use; and

4-30 (2) does not apply in relation to:

4-31 (A) a pipeline or appurtenance that is:

4-32 (i) downstream of the point where natural
 4-33 gas is measured and custody is transferred from a transmission
 4-34 pipeline to a gas local distribution company for distribution to
 4-35 end-use customers; or

4-36 (ii) at a location where a gas utility taps
 4-37 a transmission pipeline to a city gate, provided that the pipeline
 4-38 does not exceed 100 feet; or

4-39 (B) an electric power line that operates below 60
 4-40 kilovolts.

4-41 (c) Except as provided by Subsections (d), (e), and (f), a
 4-42 deed, agreement, or other instrument of conveyance provided to a
 4-43 property owner by a private entity with eminent domain authority to
 4-44 acquire the property interest to be conveyed must address the
 4-45 following general terms, as applicable:

4-46 (1) if the instrument conveys a pipeline right-of-way
 4-47 easement or an easement related to pipeline appurtenances:

4-48 (A) the maximum number of pipelines that may be
 4-49 installed under the instrument for a pipeline right-of-way;

4-50 (B) a description of the types of pipeline
 4-51 appurtenances that are authorized to be installed under the
 4-52 instrument for pipeline-related appurtenances, such as pipes,
 4-53 valves, compressors, pumps, meters, pigging stations, dehydration
 4-54 facilities, electric facilities, communication facilities, and any
 4-55 other appurtenances that may be necessary or desirable in
 4-56 connection with a pipeline;

4-57 (C) the maximum diameter, excluding any
 4-58 protective coating or wrapping, of each pipeline to be initially
 4-59 installed under the instrument for a pipeline right-of-way;

4-60 (D) the type or category of substances permitted
 4-61 to be transported through each pipeline to be installed under the
 4-62 instrument;

4-63 (E) a general description of any aboveground
 4-64 equipment or facility the private entity intends to install,
 4-65 maintain, or operate under the instrument for a pipeline easement
 4-66 on the surface of the easement;

4-67 (F) a description or illustration of the location
 4-68 of the easement, including a metes and bounds or centerline
 4-69 description, plat, or aerial or other map-based depiction of the

5-1 location of the easement on the property;
5-2 (G) the maximum width of the easement under the
5-3 instrument;
5-4 (H) the minimum depth at which each pipeline to
5-5 be installed under the instrument for a pipeline right-of-way will
5-6 initially be installed;
5-7 (I) a provision identifying whether the private
5-8 entity intends to double-ditch areas of the pipeline easement that
5-9 are not installed by boring or horizontal directional drilling;
5-10 (J) a provision requiring the private entity to
5-11 provide written notice to the property owner at the last known
5-12 address of the person in whose name the property is listed on the
5-13 most recent tax roll of any taxing unit authorized to levy property
5-14 taxes against the property if and when the private entity assigns
5-15 the interest under the instrument to another entity, provided that
5-16 the provision does not require notice by the private entity for
5-17 assignment to an affiliate or to a successor through merger,
5-18 consolidation, or other sale or transfer of all or substantially
5-19 all of its assets and businesses;
5-20 (K) a provision describing whether the easement
5-21 rights are exclusive or nonexclusive;
5-22 (L) a provision limiting the private entity's
5-23 right to grant to a third party access to the easement area for a
5-24 purpose that is not related to the construction, safety, repair,
5-25 maintenance, inspection, replacement, operation, or removal of
5-26 each pipeline to be installed under the instrument and of pipeline
5-27 appurtenances to be installed under the instrument;
5-28 (M) a provision regarding the property owner's
5-29 right to recover actual monetary damages arising from the
5-30 construction and installation of each pipeline to be installed
5-31 under the instrument, or a statement that the consideration for the
5-32 instrument includes any monetary damages arising from the
5-33 construction and installation of each pipeline to be installed
5-34 under the instrument;
5-35 (N) a provision regarding the property owner's
5-36 right after initial construction and installation of each pipeline
5-37 to be installed under the instrument to actual monetary damages
5-38 arising from the repair, maintenance, inspection, replacement,
5-39 operation, or removal of each pipeline to be installed under the
5-40 instrument, or a statement that consideration for the instrument
5-41 includes any monetary damages arising from the repair, maintenance,
5-42 inspection, replacement, operation, or removal of each pipeline to
5-43 be installed under the instrument;
5-44 (O) a provision:
5-45 (i) regarding the removal, cutting, use,
5-46 repair, and replacement of gates and fences that cross the easement
5-47 or that will be used by the private entity under the instrument; or
5-48 (ii) providing for the payment for any
5-49 damage caused by the private entity to gates and fences described by
5-50 Subparagraph (i), if any, to the extent that the gates or fences are
5-51 not restored or paid for as part of the consideration paid for the
5-52 instrument;
5-53 (P) a provision:
5-54 (i) regarding the private entity's
5-55 obligation to restore the pipeline easement area and the property
5-56 owner's remaining property, if any, used by the private entity to as
5-57 near to original condition as is reasonably practicable and to
5-58 maintain the easement in a manner consistent with the purposes for
5-59 which the easement will be used by the private entity under the
5-60 instrument; or
5-61 (ii) providing for the private entity to
5-62 reimburse the property owner for actual monetary damages incurred
5-63 by the property owner that arise from damage to the pipeline
5-64 easement area or the property owner's remaining property, if any,
5-65 to the extent caused by the private entity and not restored or paid
5-66 for as part of the consideration for the instrument; and
5-67 (Q) a provision describing the private entity's
5-68 rights of ingress, egress, entry, and access on, to, over, and
5-69 across the property owner's property under the instrument;

6-1 (2) if the instrument conveys an electric transmission
6-2 line right-of-way easement:
6-3 (A) a general description of the uses of the
6-4 surface of the property to be encumbered by the easement the entity
6-5 intends to acquire;
6-6 (B) a description or illustration of the location
6-7 of the easement, including a metes and bounds or centerline
6-8 description, plat, or aerial or other map-based depiction of the
6-9 location of the easement on the property;
6-10 (C) the maximum width of the easement under the
6-11 instrument;
6-12 (D) the manner in which the entity will access
6-13 the easement under the instrument;
6-14 (E) a provision limiting the private entity's
6-15 right to grant to a third party access to the easement area for a
6-16 purpose that is not related to the construction, safety, repair,
6-17 maintenance, inspection, replacement, operation, or removal of the
6-18 electric and appurtenant facilities installed under the
6-19 instrument;
6-20 (F) a provision regarding the property owner's
6-21 right to recover actual monetary damages arising from the
6-22 construction, operation, repair, maintenance, inspection,
6-23 replacement, and future removal of lines and support facilities
6-24 after initial construction in the easement, if any, or a statement
6-25 that the initial consideration for the easement instrument includes
6-26 such damages;
6-27 (G) a provision:
6-28 (i) regarding the removal, cutting, use,
6-29 repair, and replacement of gates and fences that cross the easement
6-30 or that will be used by the private entity under the instrument; or
6-31 (ii) providing for the payment for any
6-32 damage caused by the private entity to gates and fences described by
6-33 Subparagraph (i), if any, to the extent that the gates or fences are
6-34 not restored or paid for as part of the consideration for the
6-35 instrument;
6-36 (H) a provision regarding the private entity's
6-37 obligation to restore the easement area and the property owner's
6-38 remaining property to the easement area's and the remaining
6-39 property's original contours and grades, to the extent reasonably
6-40 practicable, unless the safety or operational needs of the private
6-41 entity and the electric facilities would be impaired, and:
6-42 (i) a provision regarding the entity's
6-43 obligation to restore the easement area and the property owner's
6-44 remaining property following any future damages directly
6-45 attributed to the use of the easement by the private entity, to the
6-46 extent reasonably practicable, unless the safety or operational
6-47 needs of the private entity and the electric facilities would be
6-48 impaired; or
6-49 (ii) a provision that the consideration for
6-50 the easement instrument includes damages as described by
6-51 Subparagraph (i) to the easement area and the property owner's
6-52 remaining property;
6-53 (I) a provision describing whether the easement
6-54 rights are exclusive, nonexclusive, or otherwise limited under the
6-55 terms of the instrument; and
6-56 (J) a prohibition against the assignment of the
6-57 entity's interest in the property to an assignee that will not
6-58 operate as a utility subject to the jurisdiction of the Public
6-59 Utility Commission of Texas or the Federal Energy Regulatory
6-60 Commission without written notice to the property owner at the last
6-61 known address of the person in whose name the property is listed on
6-62 the most recent tax roll of any taxing unit authorized to levy
6-63 property taxes against the property;
6-64 (3) a prohibition against any use by the private
6-65 entity of the property rights being conveyed by the instrument,
6-66 other than a use stated in the instrument, without the express
6-67 written consent of the property owner; and
6-68 (4) a provision that the terms of the instrument will
6-69 bind the successors and assigns of the property owner and private

7-1 entity.

7-2 (d) A private entity shall notify the property owner that
 7-3 the property owner may negotiate for the following general terms to
 7-4 be included in a deed, agreement, or other instrument of conveyance
 7-5 described by Subsection (c):

7-6 (1) a provision regarding the property owner's right
 7-7 to negotiate to recover damages, or a statement that the
 7-8 consideration for the instrument includes damages, for:

7-9 (A) damage to certain vegetation; and

7-10 (B) the income loss from disruption of existing
 7-11 agricultural production or existing leases based on verifiable loss
 7-12 or lease payments; and

7-13 (2) a provision:

7-14 (A) requiring the private entity to maintain at
 7-15 all times while the private entity uses the easement, including
 7-16 during construction and operations on the easement, commercial
 7-17 liability insurance or self-insurance:

7-18 (i) issued by an insurer authorized to
 7-19 issue liability insurance in this state, if maintaining commercial
 7-20 liability insurance; and

7-21 (ii) insuring the property owner against
 7-22 liability for personal injuries and property damage sustained by
 7-23 any person to the extent caused by the negligence of the private
 7-24 entity or the private entity's agents or contractors and to the
 7-25 extent allowed by law; or

7-26 (B) if the private entity is subject to the
 7-27 electric transmission cost-of-service rate jurisdiction of the
 7-28 Public Utility Commission of Texas or has a net worth of at least
 7-29 \$25 million, requiring the private entity to maintain
 7-30 self-insurance or commercial liability insurance at levels
 7-31 approved by the Public Utility Commission of Texas in the entity's
 7-32 most recent transmission cost-of-service base rate proceeding.

7-33 (e) A private entity or the property owner may, after the
 7-34 entity provides an instrument in compliance with Section
 7-35 21.0113(b)(1)(C):

7-36 (1) negotiate for and agree to terms and conditions
 7-37 not required by Subsection (c), including terms and conditions that
 7-38 differ from or are not included in a subsequent condemnation
 7-39 petition; and

7-40 (2) negotiate for and agree to a deed, agreement, or
 7-41 other instrument of conveyance that does not include or includes
 7-42 terms that differ from the terms required by Subsection (c).

7-43 (f) Except as provided by this subsection, this section does
 7-44 not prohibit a private entity or the property owner from
 7-45 negotiating for or agreeing to amend, alter, or omit the terms
 7-46 required by Subsection (c) at any time after the private entity
 7-47 first provides a deed, agreement, or other instrument containing
 7-48 the required general terms to the property owner, whether before or
 7-49 at the same time that the entity makes an initial offer to the
 7-50 property owner. A private entity that changes the terms required by
 7-51 Subsection (c) must provide a copy of the amended deed, agreement,
 7-52 or other instrument of conveyance to the property owner not later
 7-53 than the seventh day before the date the private entity files a
 7-54 condemnation petition relating to the property unless the parties
 7-55 agree in writing to waive the notice.

7-56 (g) A private entity that changes or amends a deed,
 7-57 agreement, or other instrument has satisfied the requirements of
 7-58 Section 21.0113 if the requirements were previously satisfied as
 7-59 part of the initial offer made in accordance with Section
 7-60 21.0113(b)(1)(C).

7-61 SECTION 8. Section 21.012(c), Property Code, is amended to
 7-62 read as follows:

7-63 (c) An entity that files a petition under this section must
 7-64 concurrently provide a copy of the petition to the property owner by
 7-65 certified mail, return receipt requested, and first class mail. If
 7-66 the entity has received written notice that the property owner is
 7-67 represented by counsel, the entity must also concurrently provide a
 7-68 copy of the petition to the property owner's attorney by first class
 7-69 mail, commercial delivery service, fax, or e-mail.

8-1 SECTION 9. Section [21.014](#), Property Code, is amended by
 8-2 amending Subsection (a) and adding Subsection (d) to read as
 8-3 follows:

8-4 (a) The judge of a court in which a condemnation petition is
 8-5 filed or to which an eminent domain case is assigned shall, not
 8-6 later than the 30th calendar day after the petition is filed,
 8-7 appoint three disinterested real property owners who reside in the
 8-8 county as special commissioners to assess the damages of the owner
 8-9 of the property being condemned and appoint two disinterested real
 8-10 property owners who reside in the county as alternate special
 8-11 commissioners. The judge appointing the special commissioners
 8-12 shall give preference to persons agreed on by the parties, if any,
 8-13 before the court appoints the special commissioners. The judge
 8-14 shall provide the names and contact information of the special
 8-15 commissioners and alternate special commissioners to the parties.
 8-16 Each [each] party shall have until the later of 10 calendar days
 8-17 after the date of the order appointing the special commissioners or
 8-18 20 days after the date the petition was filed [a reasonable period]
 8-19 to strike one of the three special commissioners [appointed by the
 8-20 judge]. Any strike of a special commissioner must be filed
 8-21 electronically with electronic service provided concurrently to
 8-22 any represented party and first class mail service provided
 8-23 concurrently to any other party. If a person fails to serve as a
 8-24 special commissioner or is struck by a party to the suit in
 8-25 accordance with this subsection, an alternate special commissioner
 8-26 shall serve as a replacement for the special commissioner based on
 8-27 the order that the alternate special commissioners are listed in
 8-28 the initial order of appointment. If a party exercises a strike,
 8-29 the other party may, by the later of the third day after the date of
 8-30 filing of the initial strike or the date of the initial strike
 8-31 deadline, strike a special commissioner from the resulting panel,
 8-32 provided the other party has not earlier exercised a strike[, the
 8-33 judge shall appoint a replacement].

8-34 (d) Each party in an eminent domain proceeding is entitled
 8-35 to a copy of the court's order appointing special commissioners
 8-36 under Subsection (a). The court must promptly provide the signed
 8-37 order to the party initiating the condemnation proceeding and that
 8-38 party must provide a copy of the signed order to the property owner
 8-39 and each other party by certified mail, return receipt requested.
 8-40 If the entity has received written notice that the property owner is
 8-41 represented by counsel, the party initiating the condemnation
 8-42 proceeding must concurrently provide a copy of the signed order to
 8-43 the property owner's attorney by first class mail, commercial
 8-44 delivery service, fax, or e-mail.

8-45 SECTION 10. Not later than September 1, 2022, the Texas Real
 8-46 Estate Commission shall adopt rules necessary to implement the
 8-47 changes in law made by this Act to Chapter [1101](#), Occupations Code.

8-48 SECTION 11. Notwithstanding Section [1101.502](#)(a),
 8-49 Occupations Code, as amended by this Act, and Section [1101.509](#),
 8-50 Occupations Code, as added by this Act, a person who has submitted
 8-51 an application for the issuance or renewal of a certificate of
 8-52 registration as an easement or right-of-way agent before January 1,
 8-53 2023, is not subject to the education requirements of those
 8-54 provisions until the first renewal of the certificate after March
 8-55 1, 2023.

8-56 SECTION 12. (a) Except as provided by Subsection (b) of
 8-57 this section, the changes in law made by this Act to Chapter [21](#),
 8-58 Property Code, apply to the acquisition of real property in
 8-59 connection with an initial offer made under Chapter [21](#), Property
 8-60 Code, on or after the effective date of this Act. An acquisition of
 8-61 real property in connection with an initial offer made under
 8-62 Chapter [21](#), Property Code, before the effective date of this Act is
 8-63 governed by the law applicable to the acquisition immediately
 8-64 before the effective date of this Act, and that law is continued in
 8-65 effect for that purpose.

8-66 (b) The changes in law made by this Act to Chapter [21](#),
 8-67 Property Code, do not apply to an electric transmission project for
 8-68 which the Public Utility Commission of Texas has issued a final and
 8-69 appealable order that amends a certificate of convenience and

9-1 necessity before the effective date of this Act.

9-2 SECTION 13. This Act takes effect January 1, 2022.

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