

Amend CSSB 740 (senate committee printing) as follows:

(1) In SECTION 6 of the bill, in amended Section 21.0113(b)(6)(B), Property Code (page 3, line 36), strike "[and]" and substitute "and".

(2) In SECTION 6 of the bill, in amended Section 21.0113(b)(6), Property Code, strike added Paragraph (D) (page 3, lines 39-40).

(3) In SECTION 7 of the bill, strike added Section 21.0114, Property Code (page 3, line 46, through page 4, line 67), and substitute the following:

Sec. 21.0114. REQUIRED TERMS FOR INSTRUMENTS OF CONVEYANCE.

(a) Except as provided by Subsection (b), the deed, easement, or other instrument provided to a property owner under Section 21.0113(b)(6)(B) must include the following terms, as applicable:

(1) if the instrument conveys a pipeline right-of-way easement:

(A) the maximum number of pipelines that may be installed in the right-of-way;

(B) the maximum diameter, excluding any protective coating or wrapping, of each pipeline to be installed in the right-of-way;

(C) the type or category of each substance to be transported through the pipelines to be installed in the right-of-way;

(D) a general description of any use of the surface of the right-of-way the entity intends to acquire;

(E) a metes and bounds or center line description of the location of the easement, plat, or other legally sufficient description of the location of the easement;

(F) the maximum width of the easement;

(G) the minimum depth at which the pipeline will initially be installed;

(H) whether the double-ditch method will be used for installation of the pipeline in areas that are not bore-drilled;

(I) whether the easement is assignable in whole or in part to any other entity, subsidiary, or company that does not

have eminent domain authority;

(J) whether the entity has exclusive, nonexclusive, or otherwise limited rights to the right-of-way;

(K) a limit on access to the easement area by a third party for a purpose that is not related to:

(i) the pipeline's construction, safety, maintenance, or operation activities; or

(ii) other uses authorized by law;

(L) a right to recover actual monetary damages arising from construction, maintenance, repair, replacement, or future removal of the pipeline in the right-of-way, including any actual monetary damages to growing crops or livestock, or a statement that the offer includes such future damages;

(M) a provision regarding the use and repair of any gates and fences;

(N) a provision regarding the maintenance of the right-of-way;

(O) a provision regarding the repair and restoration of areas used or damaged outside the right-of-way area to their original condition or better, to the extent reasonably practicable, or the payment of actual monetary damages for areas not restored; and

(P) the manner in which the entity will access the right-of-way, other than in case of emergency, in which case any reasonable access may be used;

(2) if the instrument conveys an electrical transmission right-of-way easement:

(A) a general description of any use of the surface of the right-of-way the entity intends to acquire;

(B) a depiction identifying the approximate location of the right-of-way on the property;

(C) a metes and bounds or center line description of the location of the easement, plat, or other legally sufficient description of the location of the easement;

(D) the maximum width of the right-of-way easement;

(E) the manner in which the entity will access

the right-of-way, other than in case of an emergency, in which case any reasonable access may be used;

(F) a limit on access to the easement area by a third party for a purpose that is not related to:

(i) the transmission line's construction, safety, maintenance, or operation activities; or

(ii) other uses authorized by law;

(G) a provision regarding the right to recover actual monetary damages arising from construction, maintenance, repair, replacement, or future removal of lines and support facilities in the right-of-way, or a statement that the offer includes such future damages;

(H) a provision regarding the use and repair of any gates and fences;

(I) a provision regarding the maintenance of the right-of-way;

(J) a provision regarding the repair and restoration of areas used or damaged outside the right-of-way area to their original condition or better, to the extent reasonably practicable, or the payment of actual monetary damages for areas not restored; and

(K) whether the entity has exclusive, nonexclusive, or otherwise limited rights to the right-of-way;

(3) a prohibition against any use of the property being conveyed, other than a use stated in the deed, easement, or other instrument, without the express written consent of the property owner;

(4) a statement that the landowner is protected from liability under Section 21.0115, including the full text of that section;

(5) if the entity is a nongovernmental entity that is not otherwise self-insured, an agreement that the entity will keep liability insurance in effect at all times during construction or, if the entity is a governmental entity, a statement that the entity is required by law to pay a judgment ordered by a court of competent jurisdiction if the court determines that the entity is liable to the property owner for personal injury and property damage

sustained by any person that arises from or is related to the use of the property by the entity or the entity's agents or contractors; and

(6) a statement that the terms of the deed, easement, or other instrument will bind the successors and assigns of the parties to the instrument.

(b) The entity may present and include terms in addition to the terms required under Subsection (a). The property owner and the entity may consider and agree to the additional terms, including rights and uses that may not be the subject of a later condemnation proceeding. A property owner may negotiate a deed, easement, or other instrument that does not include all of the terms required under Subsection (a).