

1-1 By: Kolkhorst, Perry S.B. No. 421
 1-2 (In the Senate - Filed January 23, 2019; February 14, 2019,
 1-3 read first time and referred to Committee on State Affairs;
 1-4 March 14, 2019, reported adversely, with favorable Committee
 1-5 Substitute by the following vote: Yeas 9, Nays 0; March 14, 2019,
 1-6 sent to printer.)

1-7 COMMITTEE VOTE

	Yea	Nay	Absent	PNV
1-8				
1-9	X			
1-10	X			
1-11	X			
1-12	X			
1-13	X			
1-14	X			
1-15	X			
1-16	X			
1-17	X			

1-18 COMMITTEE SUBSTITUTE FOR S.B. No. 421 By: Nelson

1-19 A BILL TO BE ENTITLED
 1-20 AN ACT

1-21 relating to the acquisition of real property by an entity with
 1-22 eminent domain authority.

1-23 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

1-24 SECTION 1. Section 21.0113, Property Code, is amended by
 1-25 amending Subsection (b) and adding Subsections (c), (d), and (e) to
 1-26 read as follows:

1-27 (b) An entity with eminent domain authority has made a bona
 1-28 fide offer if:

1-29 (1) an initial offer is made in writing to a property
 1-30 owner that includes:

1-31 (A) an offer of compensation in an amount equal
 1-32 to or greater than 145 percent of the market value of the property
 1-33 sought to be acquired and damages, if any, to any of the property
 1-34 owner's remaining property, based on:

1-35 (i) an appraisal report on the property by a
 1-36 certified appraiser; or

1-37 (ii) a market study of the property
 1-38 conducted by a certified appraiser; and

1-39 (B) the complete written appraisal report or
 1-40 market study that forms the basis for the amount of the offer of
 1-41 compensation under Paragraph (A);

1-42 (2) a final offer is made in writing to the property
 1-43 owner that includes an offer of compensation in an amount equal to
 1-44 or greater than the amount of the offer of compensation included in
 1-45 the initial offer;

1-46 (3) the final offer is made on or after the 30th day
 1-47 after the date on which the entity makes a written initial offer to
 1-48 the property owner;

1-49 (4) before making a final offer, the entity obtains a
 1-50 written appraisal report from a certified appraiser selected or
 1-51 approved by the property owner of the value of the property being
 1-52 acquired and the damages, if any, to any of the property owner's
 1-53 remaining property;

1-54 (5) the final offer is equal to or greater than the
 1-55 amount of the written appraisal report ~~obtained by the entity~~;

1-56 (6) the following items are included with the final
 1-57 offer or have been previously provided to the owner by the entity:

1-58 (A) a copy of the written appraisal report;

1-59 (B) a copy of the deed, easement, agreement, or
 1-60 other instrument conveying the property sought to be acquired; and

2-1 (C) the landowner's bill of rights statement
2-2 prescribed by Section 21.0112; and

2-3 (7) the entity provides the property owner with at
2-4 least 14 days to respond to the final offer and the property owner
2-5 does not agree to the terms of the final offer within that period.

2-6 (c) Notwithstanding Subsection (b), a private entity as
2-7 defined by Section 21.031 has made a bona fide offer only if the
2-8 entity:

2-9 (1) satisfies the requirements of Subsection (b); and

2-10 (2) includes in the initial offer:

2-11 (A) notice of the terms described by Section
2-12 21.0114(b) for which the property owner may negotiate to be
2-13 included in a deed, easement, agreement, or other instrument of
2-14 conveyance relating to the property; and

2-15 (B) notice that the property owner will also
2-16 receive a final offer accompanied by an appraisal.

2-17 (d) Notwithstanding Subsections (b) and (c), a private
2-18 entity subject to Subchapter B-1 has made a bona fide offer only if
2-19 the entity:

2-20 (1) satisfies the requirements of Subsections (b) and
2-21 (c);

2-22 (2) includes in the initial offer a copy of the notice
2-23 of the property owner information meeting required by Section
2-24 21.036; and

2-25 (3) participates in the meeting in the manner
2-26 prescribed by Section 21.038.

2-27 (e) A court with jurisdiction of a condemnation proceeding
2-28 involving property for which an entity is required to make a bona
2-29 fide offer under this section may:

2-30 (1) determine whether the entity has complied with the
2-31 requirements of Subsection (b), including whether the entity or the
2-32 entity's certified appraiser intentionally omitted damages to the
2-33 property owner's remaining property; and

2-34 (2) if the court determines that the entity has not
2-35 complied with the requirements of Subsection (b):

2-36 (A) abate a pending proceeding; and

2-37 (B) make an award of such relief as the court
2-38 considers appropriate.

2-39 SECTION 2. Subchapter B, Chapter 21, Property Code, is
2-40 amended by adding Sections 21.0114 and 21.0115 to read as follows:

2-41 Sec. 21.0114. REQUIRED TERMS FOR INSTRUMENTS OF CONVEYANCE
2-42 BY CERTAIN PRIVATE ENTITIES. (a) Except as provided by
2-43 Subsections (c) and (d), a deed, easement, agreement, or other
2-44 instrument of conveyance provided to a property owner by a private
2-45 entity, as defined by Section 21.031, that has or asserts the power
2-46 of eminent domain to acquire the property interest to be conveyed
2-47 must include the following terms, as applicable:

2-48 (1) if the instrument conveys a pipeline right-of-way
2-49 easement:

2-50 (A) the maximum number of pipelines that may be
2-51 installed in the easement;

2-52 (B) the maximum diameter, excluding any
2-53 protective coating or wrapping, of each pipeline to be installed in
2-54 the easement;

2-55 (C) the type or category of substances permitted
2-56 to be transported through each pipeline to be installed in the
2-57 easement;

2-58 (D) a general description of any aboveground
2-59 equipment or facility the private entity intends to install,
2-60 maintain, or operate on the surface of the easement;

2-61 (E) the best available description of the
2-62 location of the easement, which may include a metes and bounds or
2-63 centerline description, a plat, or an aerial or other map-based
2-64 depiction of the location of the easement on the property;

2-65 (F) the maximum width of the easement;

2-66 (G) the minimum depth at which each pipeline to
2-67 be installed in the easement will initially be installed;

2-68 (H) a provision identifying whether the private
2-69 entity intends to double-ditch areas of the easement that are not

3-1 installed by boring or horizontal directional drilling;
 3-2 (I) a provision limiting the private entity's
 3-3 right to assign the entity's interest under the deed, easement,
 3-4 agreement, or other instrument of conveyance without:
 3-5 (i) written notice to the property owner at
 3-6 the last known address of the person in whose name the property is
 3-7 listed on the most recent tax roll of any taxing unit authorized to
 3-8 levy property taxes against the property; or
 3-9 (ii) if the assignee, including an assignee
 3-10 that is an affiliate or subsidiary of or entity otherwise related to
 3-11 the private entity, will not operate each pipeline installed on the
 3-12 easement as a common carrier line or gas utility, the express
 3-13 written consent of the property owner, provided the property owner
 3-14 does not unreasonably withhold consent;
 3-15 (J) a provision describing whether the easement
 3-16 rights are exclusive, nonexclusive, or otherwise limited;
 3-17 (K) a provision limiting the private entity's
 3-18 right to grant a third party access to the easement area for a
 3-19 purpose that is not related to the construction, safety, repair,
 3-20 maintenance, inspection, replacement, operation, or removal of
 3-21 each pipeline to be installed in the easement;
 3-22 (L) a provision regarding the property owner's
 3-23 right to actual monetary damages arising from the construction and
 3-24 installation of each pipeline to be installed in the easement, or a
 3-25 statement that the consideration for the easement includes any
 3-26 monetary damages arising from the construction and installation of
 3-27 each pipeline to be installed in the easement;
 3-28 (M) a provision regarding the property owner's
 3-29 right after initial construction and installation of each pipeline
 3-30 to be installed in the easement to actual monetary damages arising
 3-31 from the repair, maintenance, inspection, replacement, operation,
 3-32 or removal of each pipeline to be installed in the easement;
 3-33 (N) a provision regarding the private entity's
 3-34 rights and obligations regarding the removal, cutting, use, repair,
 3-35 or replacement of any gates or fences that cross the easement or
 3-36 will be used by the private entity;
 3-37 (O) a provision regarding the private entity's
 3-38 obligation to maintain the easement, including leveling of the
 3-39 easement, and a provision regarding the entity's obligation to
 3-40 restore the property owner's property used by the private entity to
 3-41 original condition or as near to original condition as is
 3-42 reasonably practicable or a statement that the private entity will
 3-43 reimburse the property owner for actual monetary damages incurred
 3-44 by the property owner that arise from damage to the property caused
 3-45 by the private entity and not restored;
 3-46 (P) a provision regarding:
 3-47 (i) the repair and restoration of areas
 3-48 used or damaged outside the easement area to their original
 3-49 condition or better, to the extent reasonably practicable; or
 3-50 (ii) the payment of actual monetary damages
 3-51 for areas not restored; and
 3-52 (Q) a provision describing the private entity's
 3-53 rights of ingress, egress, entry, and access on, to, over, and
 3-54 across the easement, including the location where the entity will
 3-55 access the easement; and
 3-56 (2) if the instrument conveys an electrical
 3-57 transmission right-of-way easement:
 3-58 (A) a general description of any use of the
 3-59 surface of the easement the entity intends to acquire;
 3-60 (B) the best available description of the
 3-61 location of the easement, which may include a metes and bounds or
 3-62 centerline description, a plat, a map-based depiction of the
 3-63 location of the easement, or another legally sufficient description
 3-64 of the location of the easement on the property;
 3-65 (C) the maximum width of the easement;
 3-66 (D) the manner in which the entity will access
 3-67 the easement;
 3-68 (E) a provision limiting the private entity's
 3-69 right to grant a third party access to the easement area for a

4-1 purpose that is not related to the transmission line's
4-2 construction, safety, maintenance, inspection, or operation;
4-3 (F) a provision regarding the property owner's
4-4 right to actual monetary damages arising from the construction,
4-5 maintenance, repair, replacement, or future removal of lines and
4-6 support facilities in the easement, or a statement that the
4-7 consideration for the easement includes such future damages;
4-8 (G) a provision regarding the private entity's
4-9 rights and obligations regarding the removal, cutting, use, repair,
4-10 or replacement of any gates or fences that cross the easement or
4-11 will be used by the entity;
4-12 (H) a provision regarding the entity's
4-13 obligation to maintain the easement and restore the easement to the
4-14 easement's original contours and grades and a provision regarding
4-15 the entity's obligation to restore the easement following any
4-16 future damages caused by the private entity or a statement that the
4-17 consideration for the easement includes such future damages;
4-18 (I) a provision regarding:
4-19 (i) the repair and restoration of areas
4-20 used or damaged outside the easement area to their original
4-21 condition or better, to the extent reasonably practicable; or
4-22 (ii) the payment of actual monetary damages
4-23 for areas not restored;
4-24 (J) a provision describing whether the easement
4-25 rights are exclusive, nonexclusive, or otherwise limited; and
4-26 (K) a prohibition against the assignment of the
4-27 entity's interest in the property to an assignee, including an
4-28 assignee that is an affiliate or subsidiary of or entity otherwise
4-29 related to the private entity, that will not operate as a utility
4-30 subject to the jurisdiction of the Public Utility Commission of
4-31 Texas or the Federal Energy Regulatory Commission without:
4-32 (i) written notice to the property owner at
4-33 the last known address of the person in whose name the property is
4-34 listed on the most recent tax roll of any taxing unit authorized to
4-35 levy property taxes against the property; and
4-36 (ii) the express written consent of the
4-37 property owner or record owner on the tax records.
4-38 (b) A property owner may negotiate for the following terms
4-39 to be included in a deed, easement, agreement, or other instrument
4-40 of conveyance described by Subsection (a):
4-41 (1) a provision regarding the property owner's right
4-42 to negotiate to recover damages for tree loss and the income loss
4-43 from disruption of agricultural production or hunting;
4-44 (2) a prohibition against any use of the property
4-45 being conveyed, other than a use stated in the deed, easement,
4-46 agreement, or other instrument of conveyance, without the express
4-47 written consent of the property owner;
4-48 (3) a provision:
4-49 (A) requiring the private entity to maintain at
4-50 all times while the private entity uses the easement, including
4-51 during construction and operations on the easement, liability
4-52 insurance:
4-53 (i) issued by an insurer authorized to
4-54 issue liability insurance in this state; and
4-55 (ii) insuring the property owner against
4-56 liability for personal injuries and property damage sustained by
4-57 any person caused by the use of the easement by the private entity
4-58 or the private entity's agents or contractors; or
4-59 (B) if the private entity is subject to the
4-60 jurisdiction of the Public Utility Commission of Texas or has a net
4-61 worth of at least \$25 million, requiring the private entity to
4-62 indemnify the property owner against liability for personal
4-63 injuries and property damage sustained by any person caused by the
4-64 use of the easement by the private entity or the private entity's
4-65 agents or contractors; and
4-66 (4) a provision that the terms of the deed, easement,
4-67 agreement, or other instrument of conveyance will bind the
4-68 successors and assigns of the property owner and private entity.
4-69 (c) A private entity, as defined by Section 21.031, or the

5-1 property owner may:

5-2 (1) negotiate for and agree to terms and conditions
5-3 not required by Subsection (a) or provided by Subsection (b),
5-4 including terms and conditions not included in a subsequent
5-5 condemnation petition; and

5-6 (2) agree to a deed, easement, agreement, or other
5-7 instrument of conveyance that does not include the terms required
5-8 by Subsection (a).

5-9 (d) Except as provided by this subsection, this section does
5-10 not prohibit a private entity from amending the terms required by
5-11 Subsection (a) after the private entity makes an initial offer or
5-12 final offer to a property owner as required by Section 21.0113. A
5-13 private entity that changes the terms required by Subsection (a)
5-14 must provide a copy of the amended deed, easement, agreement, or
5-15 other instrument of conveyance to the property owner not later than
5-16 the 14th day before the date the private entity files a condemnation
5-17 petition relating to the property.

5-18 (e) A private entity that amends a deed, easement,
5-19 agreement, or other instrument of conveyance after the initial
5-20 offer or final offer is not required to satisfy again any
5-21 requirement of that section that the private entity has previously
5-22 satisfied.

5-23 (f) A court with jurisdiction of a condemnation proceeding
5-24 involving property the acquisition of which is subject to the
5-25 requirements of this section may:

5-26 (1) determine whether the private entity has complied
5-27 with the requirements of this section; and

5-28 (2) if the court determines that the private entity
5-29 has not provided to a property owner a deed, easement, agreement, or
5-30 other instrument of conveyance that complies with the requirements
5-31 of this section:

5-32 (A) abate a pending proceeding;

5-33 (B) order the private entity to provide to the
5-34 property owner a deed, easement, agreement, or other instrument of
5-35 conveyance that complies with the requirements of this section; and

5-36 (C) order the private entity to pay to the
5-37 property owner:

5-38 (i) all costs related to the private
5-39 entity's failure to comply with this section; and

5-40 (ii) any reasonable attorney's fees and
5-41 other professional fees incurred by the property owner that are
5-42 directly related to the private entity's failure to comply with
5-43 this section.

5-44 Sec. 21.0115. EX PARTE COMMUNICATION. (a) A private
5-45 entity, as defined by Section 21.031, that wants to acquire real
5-46 property for a public use, the entity's representative, or the
5-47 owner of the real property may not, without first attempting to
5-48 include the property owner or the entity, as applicable, engage in
5-49 ex parte communication concerning the merits of the condemnation
5-50 with:

5-51 (1) a court that has jurisdiction of a condemnation
5-52 proceeding involving the property; or

5-53 (2) a special commissioner appointed in the
5-54 condemnation proceeding.

5-55 (b) A private entity shall provide written notice to a
5-56 property owner of any communication between the entity and a court
5-57 or special commissioner described by Subsection (a) for which the
5-58 property owner is not present.

5-59 (c) For the purposes of this section, "private entity"
5-60 includes:

5-61 (1) the entity's attorney; and

5-62 (2) any third-party contractor of the entity,
5-63 including a right-of-way agent.

5-64 SECTION 3. Section 21.012, Property Code, is amended by
5-65 adding Subsection (b-1) to read as follows:

5-66 (b-1) In addition to the contents prescribed by Subsection
5-67 (b), a petition filed by a private entity as defined by Section
5-68 21.031 must state the terms to be included in the instrument of
5-69 conveyance under Section 21.0114.

6-1 SECTION 4. Chapter 21, Property Code, is amended by adding
6-2 Subchapter B-1 to read as follows:

6-3 SUBCHAPTER B-1. ACQUISITION OF PROPERTY BY CERTAIN PRIVATE
6-4 ENTITIES

6-5 Sec. 21.031. DEFINITION. In this subchapter, "private
6-6 entity":

6-7 (1) includes:

6-8 (A) a corporation authorized to exercise the
6-9 power of eminent domain to acquire private property for public use;
6-10 and

6-11 (B) any affiliate or subsidiary of or entity
6-12 related to a corporation described by Paragraph (A), including a
6-13 corporation organized under Chapter 67, Water Code, if the
6-14 affiliate, subsidiary, or other entity was formed for purposes of a
6-15 project for which property may be acquired through eminent domain;
6-16 and

6-17 (2) does not include a railroad operating in this
6-18 state on or before January 1, 2019.

6-19 Sec. 21.032. APPLICABILITY OF SUBCHAPTER. This subchapter
6-20 applies only to a private entity that wants to acquire for the same
6-21 public use one or more tracts or parcels of real property:

6-22 (1) located entirely in one county; and

6-23 (2) owned by at least four property owners.

6-24 Sec. 21.033. NOTICE OF INTENT. (a) Not later than the 45th
6-25 day before the date a private entity makes an initial offer to
6-26 acquire real property under this chapter, the entity must send a
6-27 written notice of intent to a court that would have jurisdiction of
6-28 a condemnation proceeding involving the property.

6-29 (b) A notice sent under Subsection (a) must:

6-30 (1) state the private entity's intent to acquire real
6-31 property for public use;

6-32 (2) specify the public use;

6-33 (3) identify the real property the entity intends to
6-34 acquire and the owners of the property; and

6-35 (4) disclose the date by which the entity will make the
6-36 initial offer.

6-37 Sec. 21.034. PROPERTY OWNER INFORMATION MEETING. (a) Not
6-38 later than the 30th day after the date a court receives a notice of
6-39 intent required by Section 21.033, the private entity shall select
6-40 the date on which a public meeting regarding the proposed
6-41 acquisition will be held.

6-42 (b) The meeting described by Subsection (a):

6-43 (1) must take place:

6-44 (A) in a public location appropriate to the size
6-45 and nature of the meeting in the county in which the real property
6-46 is located; and

6-47 (B) at a time when the property owners identified
6-48 by the private entity under Section 21.033 may reasonably be able to
6-49 attend; and

6-50 (2) may not take place earlier than the 14th day after
6-51 the date a private entity makes an initial offer to a property owner
6-52 identified in the notice of intent under Section 21.033.

6-53 Sec. 21.035. PERSONS AUTHORIZED TO ATTEND PROPERTY OWNER
6-54 INFORMATION MEETING. In addition to the property owner and the
6-55 private entity, the following individuals may attend a meeting held
6-56 under Section 21.034:

6-57 (1) an individual invited by the property owner who is
6-58 related to the property owner within the third degree by
6-59 consanguinity or affinity, as determined under Chapter 573,
6-60 Government Code;

6-61 (2) an attorney or appraiser representing the property
6-62 owner;

6-63 (3) any individual with a real property interest in
6-64 the property subject to the initial offer under Section 21.0113;
6-65 and

6-66 (4) any public official.

6-67 Sec. 21.036. NOTICE OF PROPERTY OWNER INFORMATION MEETING
6-68 IN INITIAL OFFER. A private entity that gives a notice of intent
6-69 under Section 21.033 must include with the entity's initial offer

7-1 notice of the meeting to be held under Section 21.034, including the
 7-2 date, time, and location of the meeting.

7-3 Sec. 21.037. PARTICIPATION BY PRIVATE ENTITY REQUIRED. A
 7-4 representative of the private entity that gives a notice of intent
 7-5 under Section 21.033 shall:

7-6 (1) attend the meeting; and

7-7 (2) participate in the meeting in the manner
 7-8 prescribed by Section 21.038.

7-9 Sec. 21.038. PROPERTY OWNER INFORMATION MEETING AGENDA. At
 7-10 a meeting scheduled under Section 21.034:

7-11 (1) the private entity shall present:

7-12 (A) the information contained in the landowner's
 7-13 bill of rights statement required to be provided to a property owner
 7-14 under Section 21.0112;

7-15 (B) a description of the public use for which the
 7-16 entity wants to acquire the real property, including technical
 7-17 details;

7-18 (C) if applicable, a statement of the terms
 7-19 required under Section 21.0114 to be included in a deed, easement,
 7-20 agreement, or other instrument of conveyance provided by the entity
 7-21 to the property owner;

7-22 (D) the method and factors used by the entity to
 7-23 calculate the entity's initial offer, including:

7-24 (i) how damages to remaining property were
 7-25 evaluated; and

7-26 (ii) if the entity used a property
 7-27 appraisal report or market value study, the name of the person that
 7-28 performed the appraisal or study;

7-29 (E) the entity's justification for the proposed
 7-30 public use, including any materials used by the entity to obtain a
 7-31 determination that the project is a public use;

7-32 (F) the legal and factual basis for the entity's
 7-33 exercise of its eminent domain authority;

7-34 (G) the name and contact information of any
 7-35 third-party contractor to be used by the entity to acquire the land
 7-36 or undertake the project; and

7-37 (H) a description of any regulatory process
 7-38 required for approval of the project, including any evaluation of
 7-39 the project's necessity, and information about how a property owner
 7-40 may participate in the process; and

7-41 (2) each property owner identified by the private
 7-42 entity under Section 21.033 or the property owner's designee, must
 7-43 be given an opportunity to ask questions and make comments
 7-44 regarding:

7-45 (A) the rights of the property owners;

7-46 (B) the proposed public use; and

7-47 (C) terms required under Section 21.0114 to be
 7-48 included in a deed, easement, agreement, or other instrument of
 7-49 conveyance provided by the entity to a property owner.

7-50 Sec. 21.039. CONTACT AFTER PROPERTY OWNER INFORMATION
 7-51 MEETING. A private entity may not contact a property owner to whom
 7-52 the entity has made an initial offer before the seventh day after
 7-53 the date of the meeting held under Section 21.034.

7-54 Sec. 21.0391. CERTIFICATION OF ENTITY PARTICIPATION IN
 7-55 PROPERTY OWNER INFORMATION MEETING REQUIRED. (a) After a private
 7-56 entity participates in a meeting held under Section 21.034, the
 7-57 entity shall submit evidence documenting its participation to the
 7-58 court to which the entity gave notice of intent under Section
 7-59 21.033. The court shall review the evidence submitted by the entity
 7-60 and, if the court determines that the entity has satisfied the
 7-61 requirements of this subchapter, shall certify that the entity has
 7-62 satisfied the requirements of this subchapter.

7-63 (b) In this subsection, "electric utility" means an entity
 7-64 subject to Chapter 37, Utilities Code, and this subchapter.
 7-65 Notwithstanding any other provision of this subchapter, a court
 7-66 shall certify that an electric utility has satisfied the
 7-67 requirements of this subchapter if the electric utility
 7-68 participates in a hearing under Chapter 37, Utilities Code, that
 7-69 also complies with the requirements of this subchapter.

8-1 (c) A private entity may not acquire property to which this
8-2 subchapter applies unless the entity receives a certification under
8-3 Subsection (a) or (b) with respect to the property.

8-4 Sec. 21.0392. PUBLICATION AND PROVISION OF CERTAIN
8-5 MATERIALS. A private entity shall:

8-6 (1) publish on an Internet website any materials
8-7 presented under Section 21.038(1)(E); and

8-8 (2) provide to property owners identified by the
8-9 entity under Section 21.033 any materials presented under Section
8-10 21.038(1)(E).

8-11 SECTION 5. Section 21.042, Property Code, is amended by
8-12 adding Subsection (d-1) to read as follows:

8-13 (d-1) In estimating injury or benefit under Subsection (c)
8-14 in a condemnation proceeding relating to the acquisition of real
8-15 property by an entity subject to Subchapter B-1, the special
8-16 commissioners shall consider, in addition to the considerations
8-17 required under Subsection (d), an injury or benefit to the
8-18 remaining property as a result of:

8-19 (1) the characteristics of any infrastructure on the
8-20 condemned property, including the size or visibility of the
8-21 infrastructure or the pressure or voltage range provided by the
8-22 infrastructure;

8-23 (2) any limitation of future expansion of the
8-24 remaining property; and

8-25 (3) terms of the easement acquired in connection with,
8-26 or the alignment of an easement in connection with, the
8-27 condemnation.

8-28 SECTION 6. The changes in law made by this Act apply only to
8-29 the acquisition of real property in connection with an initial
8-30 offer made under Chapter 21, Property Code, on or after the
8-31 effective date of this Act. An acquisition of real property in
8-32 connection with an initial offer made under Chapter 21, Property
8-33 Code, before the effective date of this Act is governed by the law
8-34 applicable to the acquisition immediately before the effective date
8-35 of this Act, and that law is continued in effect for that purpose.

8-36 SECTION 7. This Act takes effect September 1, 2019.

8-37

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