

BRAUN & GRESHAM  
ATTORNEYS AT LAW

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[www.braungresham.com](http://www.braungresham.com)

WE ARE ADVOCATES FOR YOU AND YOUR LAND





**LCRA/CTEC**  
**Blumenthal Substation**  
**Saturday, September 6, 2014**

***Hill Country Alliance, Fredericksburg, TX***

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# Big Picture

- Phase 1: Company study
- Phase 2: Routing
- Phase 3: Land acquisition (condemnation)
- Phase 4: Construction





# Phase 2: Study;Routing



# Routing Process Transmission/Pipelines

- **Regulated Formal Process**
  - Powerline Company Files CCN
  - Heard by SOAH/PUC
- **Non-transparent Process**
  - O&G Company/Railroad/TxDOT?
  - Private/Threat of Condemnation

# Powerlines in SOAH

- Intervene or Comment
- If Intervening, Provide Written Direct Testimony
- Critical Difference: Protestors are Not Parties and Comments Are Not Evidence



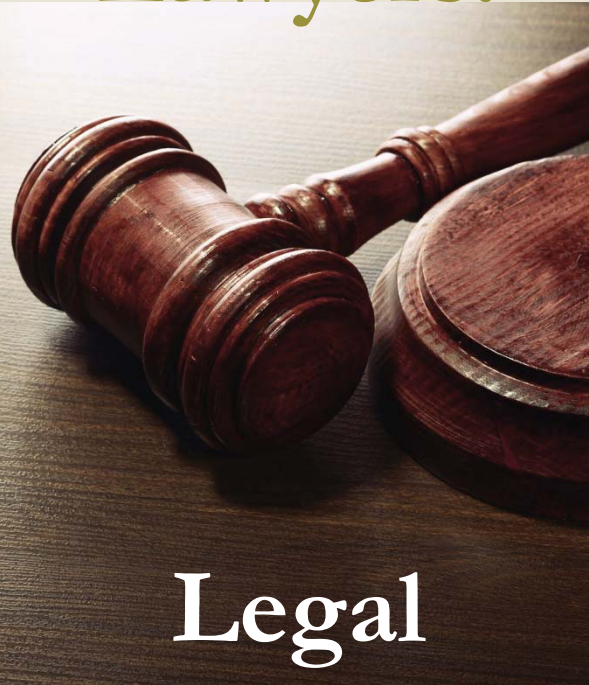
# Roles and Strategies of the Team

Landowners:



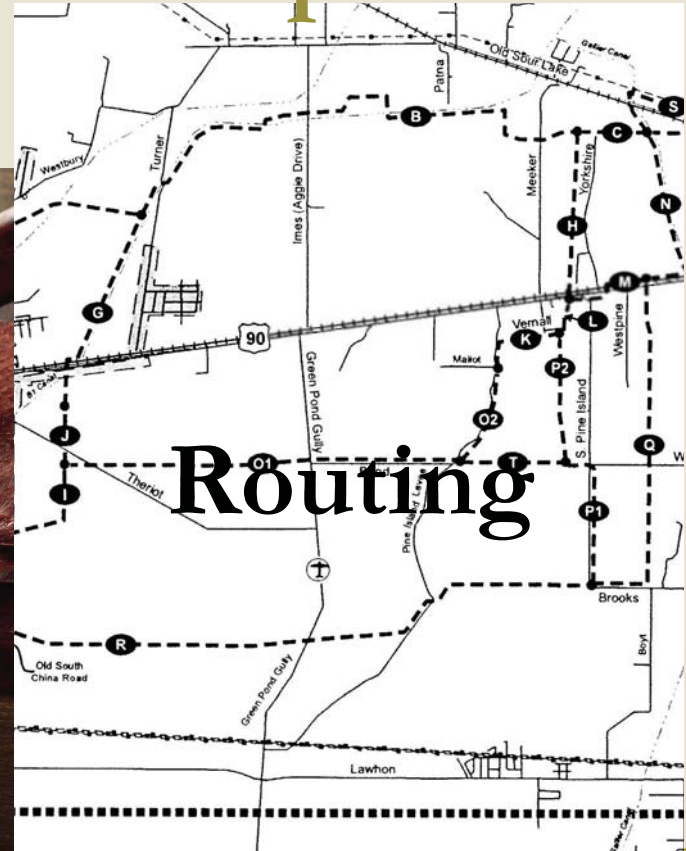
Alliances

Lawyers:

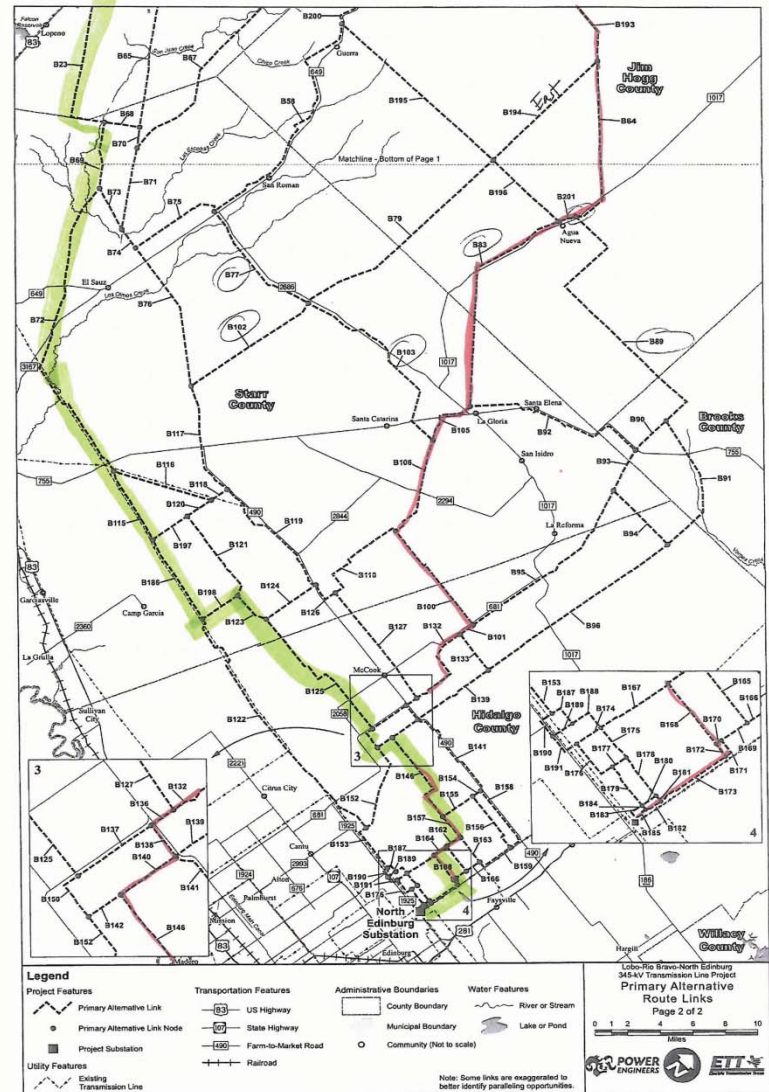
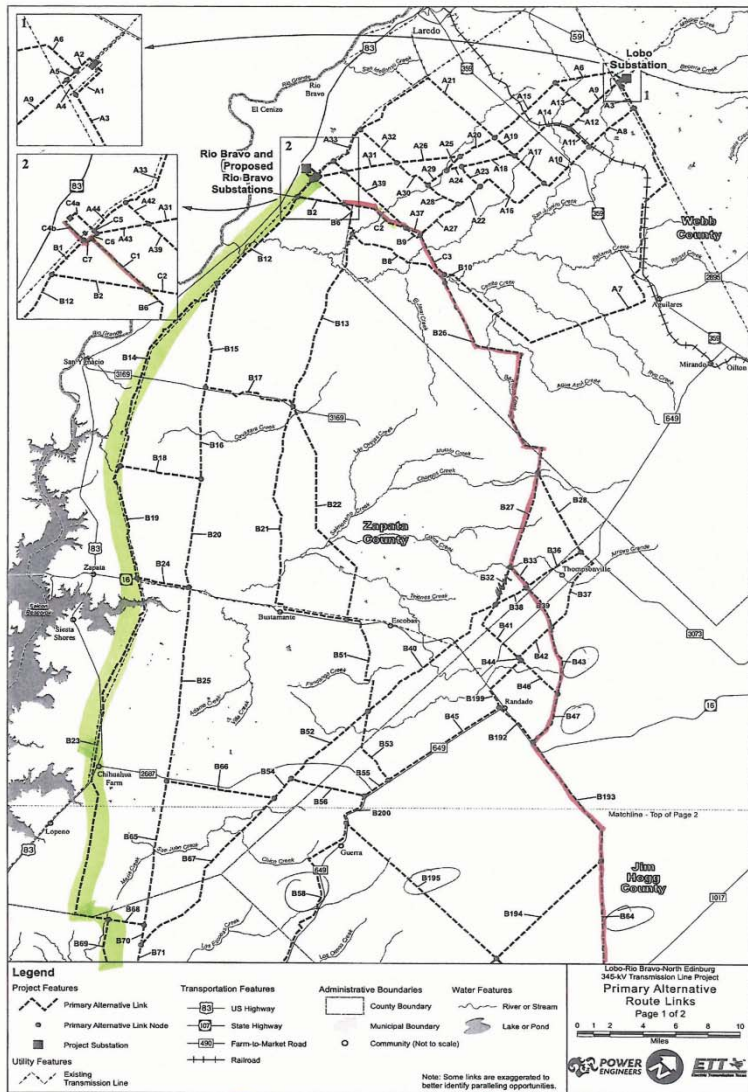


Legal

Experts:



Routing



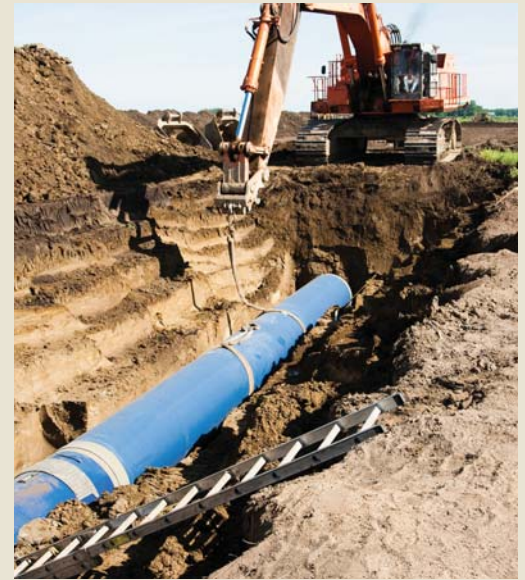






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# Steps in Eminent Domain/ Condemnation

- Phase 1: The Call, Visit or Letters from Landman
- Phase 2: Negotiating Your Terms and Compensation
- Phase 3: Special Commissioners' Hearing
- Phase 4: District Court/County Court at Law Appeal



## Matthews Property: Transmission Line Easement Areas



Photo Date: April 17, 2012; Source: Google Earth

Scale 0 200 400 600 800 1,000 Feet















# General Negotiations

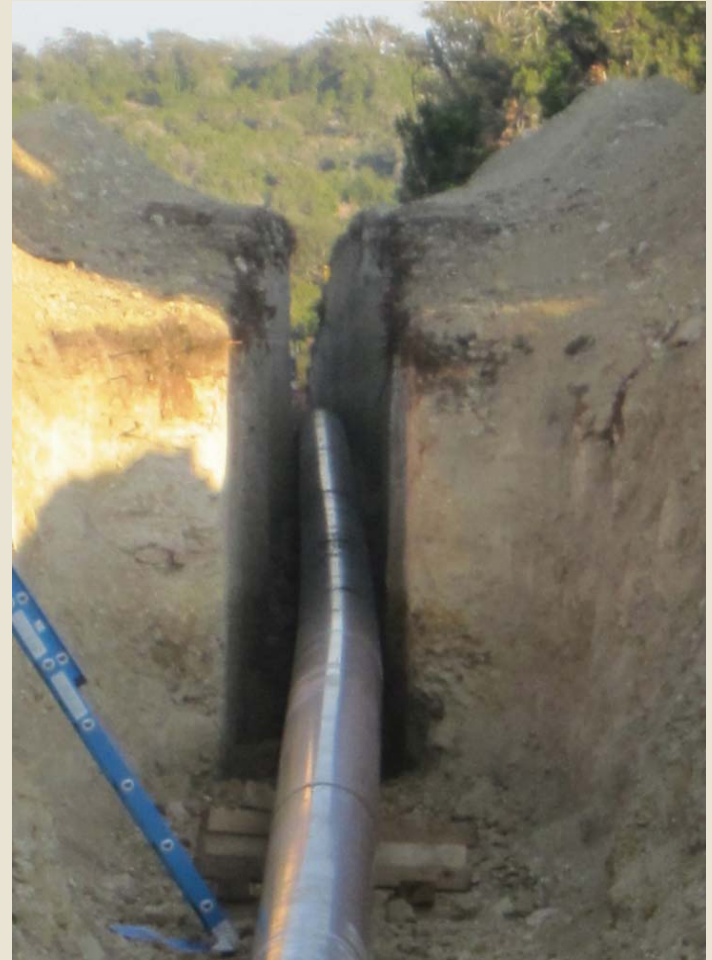
- Price of land taken
- Other damages
- Details of routes
- Location of structures
- Temporary agreements
  - e.g., Roads/Easements
- Permanent easements





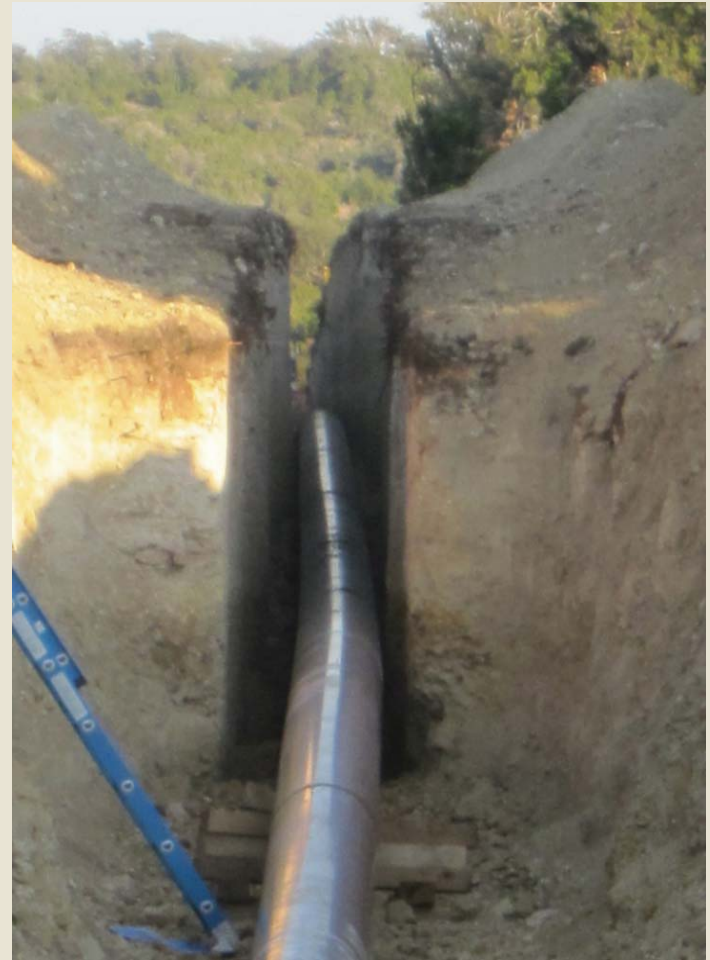
# Easement Negotiations

- Restore/protect land
- Access points
- Roads
- Improvements
- Fences and gates
- Liability protections
- Landowner's future use
- Limits on others' use



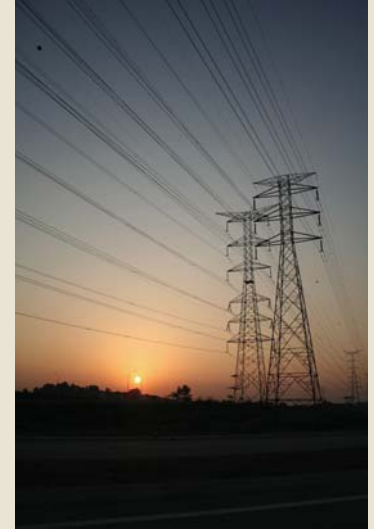
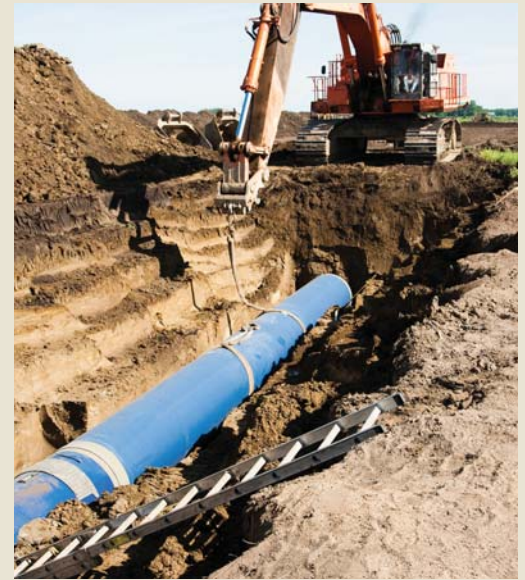
# Pipeline Specific Negotiations

- Non-exclusivity
- Limitation of number of lines
- Limitation of diameter of pipe
- Limitation of easement width
- Limitation of surface facilities
- Depth of pipe
- Surface restoration measures
- Indemnity protection
- Termination clause
- Land/ranch specifics
- Miscellaneous provisions
  - No warranty, dispute resolution, etc.



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- **Should the seller tell the buyer a pipeline company has notified seller about the possible routing of a new pipeline across the seller's property?**

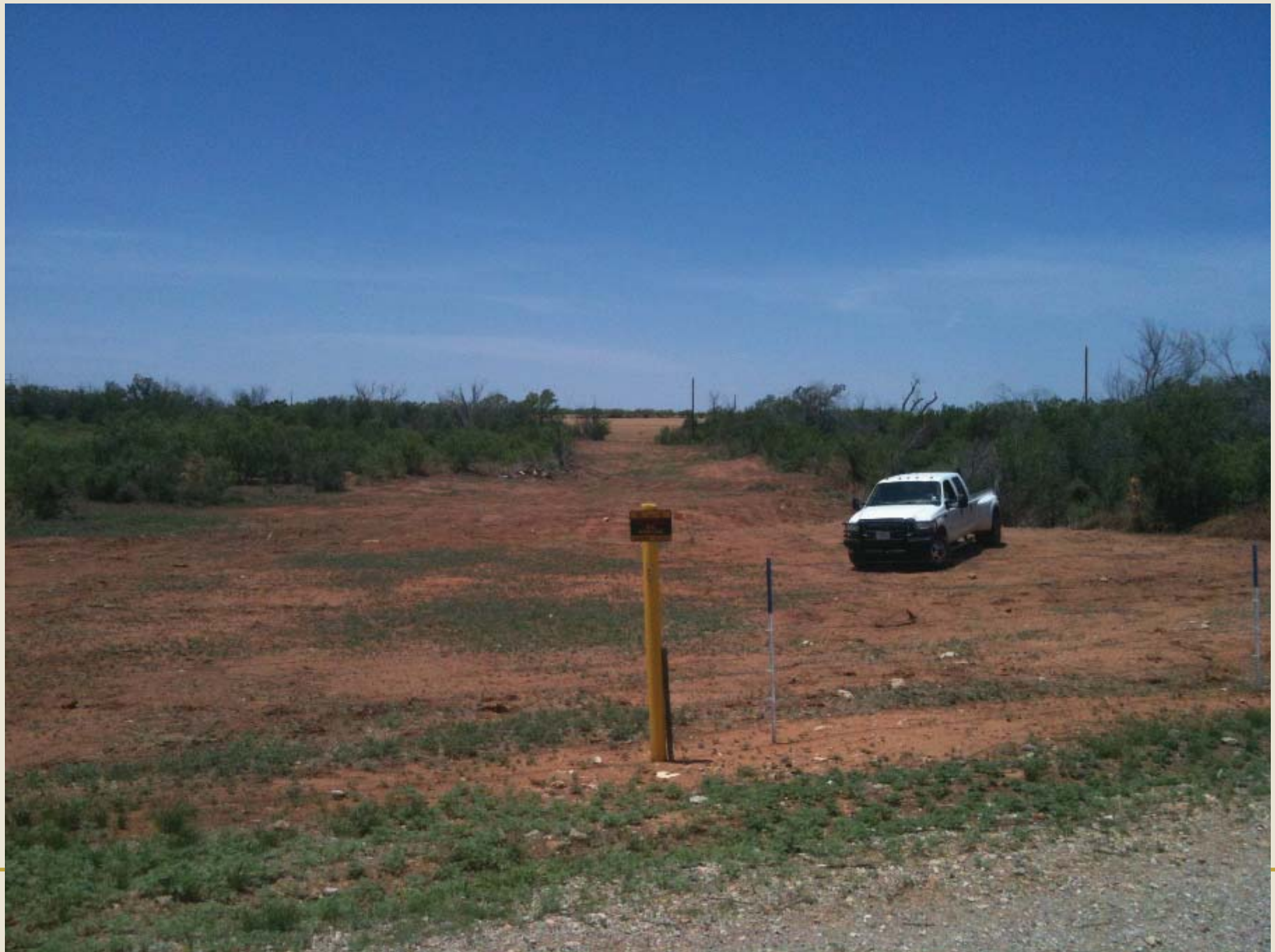


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- **Should the seller disclose whether the property is under the threat of potential condemnation?**

# Bad Old Easements

- Blanket easements by past failure to negotiate
- Undefined ingress and egress locations
- Undefined width of permanent easement
- Undefined number and sizes of pipelines
- Undefined number of transmission line circuits, etc
- Undefined use of additional temporary work space
- Payment for new lines at 1930's prices -- or worse!!
  - Example \$0.25/rod for each additional line (1 rod = 16.5 feet)





# Exceptions to Title Policy

- Buyer should request the documents and carefully review the language before closing
- Without a careful review by buyer and his/her attorney, the buyer may not realize the extent of the burden of a bad old easement`
- Company may decide to “maintain” an old easement and remove all trees/growth in a 50-100 foot strip of land -- or lay additional lines anywhere on the property

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