

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

TEMPORARY ACCESS AGREEMENT

This Temporary Access Agreement (this “Agreement”) is entered into by and between **Oncor Electric Delivery Company LLC (“Oncor”)** and the **City of Burleson (“COB”)**.

WHEREAS, COB desires temporary construction access to an area located upon property owned by Oncor as recorded in Volume 4982, Page 3 and in Volume 3757, Page 163 of the Deed Records of Tarrant County, Texas (the “Property”);

WHEREAS, Oncor is willing to grant temporary access to COB to the Property for the sole purpose of temporary access as described and shown in Exhibit “A”, Exhibit “B”, Exhibit “C and Exhibit “D” upon the terms and conditions contained herein.

NOW THEREFORE, for and in consideration of Ten Dollars (\$10) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed by and between the parties hereto, that:

1. Oncor hereby grants to COB and its contractors, agents and representatives (the “COB Parties”), a license for the immediate right of entry upon the Property, with ingress and egress to the Property over and across existing roads and adjacent lands of Oncor for a period not to exceed **24 months** from the effective date hereof (the “Access Period”). COB shall not construct or place upon the Property during the Access Period any equipment or structures intended to be of a permanent nature. COB shall be responsible for locating any surface or subsurface utilities, pipelines or similar underground structures on the Property and for marking same.
2. Although Oncor shall have no responsibility for any actions or omissions by COB, its employees, agents, and representatives (the “COB Parties”) in connection with the Access, COB shall comply, and ensure that all the COB Parties comply, at all times during the performance of the Access, with applicable federal, state, county and local laws and safety guidelines, as well as the Construction Limitations as set forth in Exhibit “E” attached hereto and incorporated herein. Oncor reserves the right to and may, at any time, terminate COB’s right of entry

to the Property in the event that COB is not complying with such laws, safety guidelines, and/or the Construction Limitations.

3. COB shall promptly cause to be removed all machinery, equipment, vehicles, as well as all other personal property from the Property no later than the expiration of the Access Period. No later than the expiration of the Access Period, COB will restore, or cause to be restored, at its sole cost and expense, the surface of the Property to as near the condition thereof, existing prior to any entry by COB, as may be practicable, including the restoration of protective vegetation on disturbed areas and the provision of temporary erosion controls until the vegetation is established.
4. To the extent allowed by law, COB agrees to indemnify, defend, and hold harmless Oncor and its respective members, partners, affiliates, officers, directors, shareholders, employees and agents from all claims, liabilities, losses, damages, costs, and expenses (including reasonable attorneys' fees) that are asserted against or suffered or incurred by the Parties and/or Oncor and that result, directly or indirectly, from the activities of the Parties on or related to the Property. **IT IS THE EXPRESS INTENTION OF THE PARTIES THAT THE FOREGOING INDEMNITY SHALL BE ENFORCED TO THE FULL EXTENT OF APPLICABLE LAW, REGARDLESS OF THE JOINT, CONCURRENT OR COMPARATIVE NEGLIGENCE OR OTHER FAULT OF ONCOR, OR FROM ANY CONDITION OF THE PROPERTY OR SEPARATE OPERATIONS BEING CONDUCTED THEREON. NOTHING IN THIS AGREEMENT SHALL RENDER COB LIABLE TO ANY PERSON FOR ANY ACT OR OMISSION CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ONCOR, ITS EMPLOYEES, AGENTS AND CONTRACTORS, UPON OR RELATED TO THE PROPERTY OR ANY PART THEREOF.**
5. Governing Law.

THIS AGREEMENT IS GOVERNED BY AND SHALL BE CONSTRUED IN ACCORDANCE WITH LAWS OF THE STATE OF TEXAS WITHOUT GIVING EFFECT TO ANY CHOICE OR CONFLICT OF LAW PROVISION OR RULE (WHETHER OF THE STATE OF TEXAS OR ANY OTHER JURISDICTION) THAT WOULD CAUSE THE APPLICATION OF THE LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF TEXAS. THE PARTIES MUTUALLY CONSENT TO THE JURISDICTION OF THE FEDERAL AND STATE COURTS IN TARRANT COUNTY, TEXAS AND AGREE THAT ANY ACTION, SUIT OR PROCEEDING CONCERNING, RELATED TO OR ARISING OUT OF THIS AGREEMENT AND THE NEGOTIATION OF THIS AGREEMENT WILL BE BROUGHT ONLY IN A FEDERAL OR STATE COURT IN TARRANT COUNTY, TEXAS AND THE PARTIES AGREE THAT THEY WILL NOT RAISE ANY DEFENSE OR OBJECTION OR FILE ANY MOTION BASED ON LACK OF PERSONAL JURISDICTION, IMPROPER VENUE, INCONVENIENCE OF THE FORUM OR THE LIKE IN ANY CASE FILED IN A FEDERAL OR STATE COURT IN TARRANT COUNTY, TEXAS.

6. Entire Agreement.

This Agreement sets forth the entire understanding between the parties with respect to the subject matter hereof, and all prior agreements, representations and understandings, oral or written, with respect to the subject matter hereof, shall be, and are hereby declared to be, null, void, and of no further force or effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors.

7. Assignment.

This Agreement may not be assigned or transferred by COB without the prior written consent of Oncor.

EXECUTED by Oncor and effective this _____ day of _____, 2026.

ONCOR ELECTRIC DELIVERY COMPANY LLC

By: _____

Attorney-in-Fact

EXECUTED by COB this _____ day of _____, 2026.

THE CITY OF BURLESON (COB)

By: _____

Name: _____

Title: _____

EXHIBIT "A"
TEMPORARY CONSTRUCTION EASEMENT
OWNER: ONCOR ELECTRIC DELIVERY CO, L.L.C.
SARAH GRAY SURVEY, ABSTRACT NO. 558
CITY OF BURLESON, TARRANT COUNTY, TEXAS

BEING a 0.071 acre (3,106 square foot) tract of land contained within the Sarah Gray Survey, Abstract No. 558, City of Burleson, Tarrant County, Texas, and being part of that certain tract of land described as Tract No. 2 in a Warranty Deed to Texas Electric Service Company as recorded in Volume 3757, Page 163 of the Deed Records of Tarrant County, Texas, said 0.071 acre tract being more particularly described as follows:

BEGINNING at a 5/8-inch iron rod with red cap stamped "SEMPCO SURVEYING" found for the intersection of the south line of said Tract No. 2 with the west right-of-way line of Village Creek Parkway (a 90-foot wide right-of-way), said point being the southwest corner of a 90-foot roadway easement to the City of Fort Worth, Texas as recorded in Volume 8760, Page 239 of the Deed Records of Tarrant County, Texas, said point also being in the north line of that certain tract of land described as Tract A in a Special Warranty Deed to Burly Corporation of North America as recorded in Instrument No. D214054088 of the Official Public Records of Tarrant County, Texas;

THENCE S 89°52'18" W, along the south line of said Tract No. 2, a distance of 31.06 feet to a point for corner;

THENCE N 00°32'23" W, over and across said Tract No. 2, a distance of 100.00 feet to a point for corner in the north line of said Tract No. 2 and the south line of that certain tract of land described in a Warranty Deed to Texas Electric Service Company as recorded in Volume 4982, Page 3 of the Deed Records of Tarrant County, Texas;

THENCE N 89°52'18" E, along the north line of said Tract 2 and the south line of said Texas Electric Service Company tract, a distance of 31.06 feet to a point for corner on the west line of said 90-foot roadway easement, from which a 5/8-inch iron rod found for the northwest corner of said 90-foot roadway easement bears N 00°32'42" W, a distance of 68.07 feet;

THENCE S 00°32'42" E, along the west line of said 90-foot roadway easement, a distance of 100.00 feet to the **POINT OF BEGINNING**, containing 0.071 acre (3,106 square feet) of land, more or less.

Notes:

1. Bearings are based on the Texas Coordinate System of 1983 (NAD83) (NA2011), North Central Zone (4202).
2. A parcel plat of same date accompanies this legal description.
3. This survey was performed without the benefit of a title report. There may be easements and/or covenants affecting this property not shown hereon.

*** SURVEYOR CERTIFICATE ***

TO ALL PARTIES INTERESTED IN TITLE TO THE PREMISES SURVEYED, I DO HEREBY STATE THAT THE ABOVE LEGAL DESCRIPTION WAS PREPARED FROM PUBLIC RECORDS AND FROM AN ACTUAL AND ACCURATE SURVEY UPON THE GROUND AND THAT SAME IS TRUE AND CORRECT.

Company Name: **Yellow Rose Mapping LLC**

Chad A. Gulick

02-27-25

Surveyor's Name: Chad A. Gulick
Registered Professional Land Surveyor
Texas No. 6021
Date of Survey: February 27, 2025
Texas Firm No. 10194700



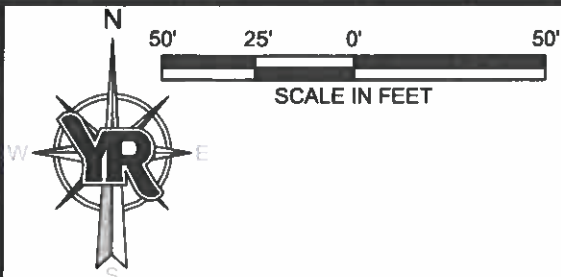
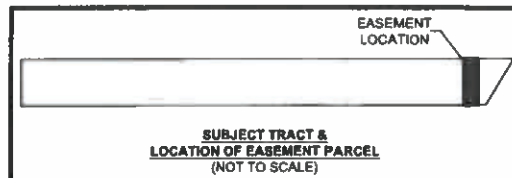


EXHIBIT "B"

TEMPORARY
CONSTRUCTION EASEMENT
CITY OF BURLESON,
TARRANT COUNTY, TEXAS
TOTAL EASEMENT: 3,106 SQUARE FEET
OR 0.071 ACRES



SOUTHTOWN FORD, INC.
VOL. 15342, PG. 128
D.R.T.C.T.

TEXAS ELECTRIC
SERVICE COMPANY
VOL. 4982, PG. 3
D.R.T.C.T.

TRACT NO. 2
TEXAS ELECTRIC SERVICE COMPANY
VOL. 3757, PG. 163
D.R.T.C.T.

TEMPORARY
CONSTRUCTION
EASEMENT
3,106 SQ. FT
OR 0.071 ACRES

P.O.B.
FND 5/8" IR WITH RED
CAP STAMPED
"SEMPCO SURVEYING"
N: 6,888,233.48'
E: 2,333,785.10'
(GRID COORDINATES)

TRACT A
BURLY CORPORATION OF
NORTH AMERICA
INST. NO. D214054088
O.P.R.T.C.T.

ROADWAY EASEMENT
CITY OF FORT WORTH, TEXAS
VOL. 8760, PG. 239,
D.R.T.C.T.

SARAH GRAY
SURVEY, A-558

BLOCK 2
FORT WORTH SPINKS
AIRPORT ADDITION
CAB. A, SL. 353
P.R.T.C.T.

LINE DATA		
LINE	DIRECTION	LENGTH
L1	S 89° 52' 18" W	31.06'
L2	N 00° 32' 23" W	100.00'
L3	N 89° 52' 18" E	31.06'
L4	S 00° 32' 42" E	100.00'

NOTES:

1. BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83) (NA2011), NORTH CENTRAL ZONE (4202).
2. A LEGAL DESCRIPTION OF SAME DATE ACCOMPANIES THIS PARCEL PLAT.



YELLOW ROSE MAPPING LLC
2011 WOODLAND HILLS LANE
WEATHERFORD, TEXAS, 76087
(817) 703-6578
TEXAS FIRM NO. 10194700

DRAWN BY: MAJ

PROJ. MGR.: CAG

DATE: 02/27/2025

PROJECT #: FNI2303_112

PAGE 1 OF 1

CAD FILE: 4TCE-TX-ELECTRIC_R00.DWG

LEGEND

●	FOUND MONUMENT (AS NOTED)
○	POINT FOR CORNER (NOTHING FOUND OR SET)
---	SUBJECT PROPERTY LINE
---	ADJACENT PROPERTY LINE
---	PROPOSED EASEMENT LINE
---	EXISTING EASEMENT LINE
D.R.T.C.T.	DEED RECORDS OF TARRANT COUNTY, TEXAS
O.P.R.T.C.T.	OFFICIAL PUBLIC RECORDS OF TARRANT COUNTY, TEXAS
P.R.T.C.T.	PLAT RECORDS OF TARRANT COUNTY, TEXAS
FND	FOUND
IR	IRON ROD
ROW	RIGHT-OF-WAY



Chad A. Gulick 02-27-25
CHAD A. GULICK, REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6021

EXHIBIT "C"
TEMPORARY CONSTRUCTION EASEMENT
OWNER: ONCOR ELECTRIC DELIVERY CO, L.L.C.
SARAH GRAY SURVEY, ABSTRACT NO. 558
CITY OF BURLESON, TARRANT COUNTY, TEXAS

BEING a 0.019 acre (843 square foot) tract of land contained within the Sarah Gray Survey, Abstract No. 558, City of Burleson, Tarrant County, Texas, and being part of that certain tract of land described in a Warranty Deed to Texas Electric Service Company as recorded in Volume 4982, Page 3 of the Deed Records of Tarrant County, Texas, said 0.019 acre tract being more particularly described as follows:

BEGINNING at a 5/8-inch iron rod for the intersection of the north line of said Texas Electric Service Company tract with the west right-of-way line of Village Creek Parkway (a 90-foot wide right-of-way), said point being the northwest corner of a 90-foot roadway easement to the City of Fort Worth, Texas as recorded in Volume 8760, Page 239 of the Deed Records of Tarrant County, Texas, said point also being the southeast corner of that certain tract of land described in a Special Warranty Deed to Southtown Ford, Inc. as recorded in Volume 15342, Page 128 of the Deed Records of Tarrant County, Texas;

THENCE S 00°32'42" E, along the west line of said 90-foot roadway easement, a distance of 68.07 feet to a point for corner in the south line of said Texas Electric Service Company tract and the north line of that certain tract of land described as Tract No. 2 in a Warranty Deed to Texas Electric Service Company as recorded in Volume 3757, Page 163, of the Deed Records of Tarrant County, Texas, from which a 5/8-inch iron rod with red cap stamped "SEMPCO SURVEYING" found for the southwest corner of said 90-foot roadway easement bears S 00°32'42" E, a distance of 100.00 feet;

THENCE S 89°52'18" W, departing the west line of said 90-foot roadway easement, and along the south line of said Texas Electric Service Company tract and the north line of said Tract No. 2, a distance of 12.39 feet to a point for corner;

THENCE N 00°32'23" W, departing the north line of said Tract No. 2, and over and across said Texas Electric Service Company tract, a distance of 68.04 feet to a point for corner in the north line of said Texas Electric Service Company tract and the south line of said Southtown Ford, Inc. tract;

THENCE N 89°44'35" E, along the north line of said Texas Electric Service Company tract and the south line of said Southtown Ford, Inc. tract, a distance of 12.38 feet to the **POINT OF BEGINNING**, containing 0.019 acre (843 square feet) of land, more or less.

Notes:

1. Bearings are based on the Texas Coordinate System of 1983 (NAD83) (NA2011), North Central Zone (4202).
2. A parcel plat of same date accompanies this legal description.
3. This survey was performed without the benefit of a title report. There may be easements and/or covenants affecting this property not shown hereon.

*** SURVEYOR CERTIFICATE ***

TO ALL PARTIES INTERESTED IN TITLE TO THE PREMISES SURVEYED, I DO HEREBY STATE THAT THE ABOVE LEGAL DESCRIPTION WAS PREPARED FROM PUBLIC RECORDS AND FROM AN ACTUAL AND ACCURATE SURVEY UPON THE GROUND AND THAT SAME IS TRUE AND CORRECT.

Company Name: **Yellow Rose Mapping LLC**

Chad A. Gulick

02-27-25

Surveyor's Name: Chad A. Gulick
Registered Professional Land Surveyor
Texas No. 6021
Date of Survey: February 27, 2025
Texas Firm No. 10194700



Exhibit "C" Page 2 of 2

Yellow Rose Mapping LLC 2011 Woodland Hills Lane Weatherford, Texas 76087 817-703-6578



50' 25' 0' 50'
SCALE IN FEET

EXHIBIT "D"

TEMPORARY
CONSTRUCTION EASEMENT
CITY OF BURLESON,
TARRANT COUNTY, TEXAS
TOTAL EASEMENT: 843 SQUARE FEET
OR 0.019 ACRES

EASEMENT
LOCATION

SUBJECT TRACT &
LOCATION OF EASEMENT PARCEL
(NOT TO SCALE)

LINE DATA

LINE	DIRECTION	LENGTH
L1	S 00° 32' 42" E	68.07'
L2	S 89° 52' 18" W	12.39'
L3	N 00° 32' 23" W	68.04'
L4	N 89° 44' 35" E	12.38'

SOUTHTOWN FORD, INC.
VOL. 15342, PG. 128
D.R.T.C.T.

VILLAGE
CREEK PKWY.
(90' R.O.W.)

P.O.B.
FND 5/8" IR
N: 6,888,401.52'
E: 2,333,783.50'
(GRID COORDINATES)

TEXAS ELECTRIC
SERVICE COMPANY
VOL. 4982, PG. 3
D.R.T.C.T.

TEMPORARY
CONSTRUCTION
EASEMENT
843 SQ. FT
OR 0.019 ACRES

ROADWAY EASEMENT
CITY OF FORT WORTH, TEXAS
VOL. 8760, PG. 239,
D.R.T.C.T.

BLOCK 2
FORT WORTH SPINKS
AIRPORT ADDITION
CAB. A, SL. 353
P.R.T.C.T.

TRACT NO. 2
TEXAS ELECTRIC
SERVICE COMPANY
VOL. 3757, PG. 163
D.R.T.C.T.

VILLAGE
CREEK PKWY.
(90' R.O.W.)

SARAH GRAY
SURVEY, A-558

TRACT A
BURLY CORPORATION OF
NORTH AMERICA
INST. NO. D214054088
O.P.R.T.C.T.

FND 5/8" IR WITH RED
CAP STAMPED
"SEMPCO SURVEYING"

NOTES:

1. BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83) (NA2011), NORTH CENTRAL ZONE (4202).
2. A LEGAL DESCRIPTION OF SAME DATE ACCOMPANIES THIS PARCEL PLAT.



YELLOW ROSE MAPPING LLC
2011 WOODLAND HILLS LANE
WEATHERFORD, TEXAS, 76087
(817) 703-6578
TEXAS FIRM NO. 10194700

DRAWN BY: MAJ

PROJ. MGR.: CAG

DATE: 02/27/2025

PROJECT #: FNI2303_112

PAGE 1 OF 1

CAD FILE: 5TCE-TX-ELECTRIC_R00.DWG

LEGEND

●	FOUND MONUMENT (AS NOTED)
○	POINT FOR CORNER (NOTHING FOUND OR SET)
---	SUBJECT PROPERTY LINE
---	ADJACENT PROPERTY LINE
---	PROPOSED EASEMENT LINE
---	EXISTING EASEMENT LINE
D.R.T.C.T.	DEED RECORDS OF TARRANT COUNTY, TEXAS
O.P.R.T.C.T.	OFFICIAL PUBLIC RECORDS OF TARRANT COUNTY, TEXAS
P.R.T.C.T.	PLAT RECORDS OF TARRANT COUNTY, TEXAS
FND	FOUND
IR	IRON ROD
ROW	RIGHT-OF-WAY



Chad A. Gulick 02-27-25

CHAD A. GULICK, REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6021

CONSTRUCTION LIMITATIONS ON
Oncor ELECTRIC DELIVERY COMPANY RIGHT OF WAY
EXHIBIT "E"

1. You are notified, and should advise your employees, representatives, agents, and contractors, who enter the property that they will be working in the vicinity of high voltage electrical facilities and should take proper precautions, included but not limited to the following stipulations and in compliance, at all times, with Chapter 752, V.T.C.A., Health & Safety Code.
2. Blasting is not to be permitted on Oncor right-of-way or under Oncor lines.
3. Construction on electric transmission line easements acquired by Oncor after January 1, 2003 shall comply with the requirements of Public Utility Commission Substantive Rules §25.101, as amended from time to time.
4. No crossing less than 45 degrees to the centerline of the right-of-way.
5. Grading will be done in order to leave the right-of-way as near as possible to present condition. Spoil dirt will be removed from the right-of-way and no trash is to be left on right-of-way. Slopes shall be graded so that trucks can go down the right-of-way when required and such that the slopes can be mechanically maintained.
6. Equipment and materials will not be stored on the right-of-way during construction without written approval of the Supervisor of Regional Transmission.
7. Street or road crossings are to be based on drawings submitted. Any change in alignment or elevation will be resubmitted for approval.
8. No signs, lights or guard lights will be permitted on the right-of-way.
9. Power line safety equipment operations: hazard assessment and precautions inside the work zone area must be performed and in compliance with OSHA Standard

§1926.1408 at all times.

Equipment shall not be placed within fifteen (15) feet of the Oncor 138,000 volt or less power lines or within twenty (20) feet of the Oncor 345,000 volt power lines.

10. Any pre-approved fencing will not exceed eight (8) feet in height, and if metal in nature, will be grounded, at ten (10) feet intervals, with an appropriate driven ground. Gates should be at least sixteen (16) feet in width to allow Oncor access to the right-of-way.
11. No dumpsters will be allowed on Oncor right-of-way or fee owned property.
12. Draglines will not be used under the line or on Oncor right-of-way.
13. The existing grade shall not be disturbed, excavated or filled within 25 feet of the nearest edge of any Oncor transmission structure (tower, pole, guy wire, etc...).
14. Right-of-way will be protected from washing and erosion by Oncor approved method before any permits are granted. No discharging of water will be allowed within any portion of the right of way. Drainage facilitation will not be allowed to discharge into/onto Oncor right-of-way.
15. No obstruction shall be installed on the right-of-way that would interfere with access to Oncor structures or prevent mechanical maintenance.
16. Before any work is done under Oncor lines or by Oncor structures notify the Region Transmission Department, 940-782-0397.
17. No hazardous materials will be stored on the right of way.
18. For purposes of this document, "Hazardous Materials" means and includes those substances, including, without limitation, asbestos-containing material containing more than one percent (1%) asbestos by weight, or the group of organic compounds known as polychlorinated biphenyls, flammable explosives, radioactive materials, chemicals known to cause cancer or reproductive toxicity and includes any items

included in the definition of hazardous or toxic waste, materials or substances under any Hazardous Material Law. "Hazardous Material Laws" collectively means and includes any present and future local, state and federal law relating to the environment and environmental conditions including, without limitation, the Resource Conservation and Recovery Act of 1976 ("RCRA"), 42 U.S.C. §6901 et seq., the Comprehensive Environmental Response, Compensation and Liability Act of 1980, ("CERCLA"), 42 U.S.C. §§9601-9657, as amended by the Superfund Amendments and Reauthorization Act of 1986 ("SARA"), the Hazardous Material Transportation Act, 49 U.S.C. §6901 et seq., the Federal Water Pollution Control Act, 33 U.S.C. §1251, et seq., the Clean Air Act, 42 U.S.C. §741 et seq., the Clean Water Act, 33 U.S.C. §7401 et seq., the Toxic Substances Control Act, 15 U.S.C. §§2601-2629, the Safe Drinking Water Act, 42 U.S.C. §§300f-330j, and all the regulations, orders, and decrees now or hereafter promulgated thereunder.

19. Brush and cut timber is not to be piled or stacked on Oncor right-of-way nor is it allowed to be burned upon or in close proximity to the conductors or towers.
20. No structures or obstructions, such as buildings, garages, barns, sheds, swimming pools, playground equipment, guard houses, etc., will be permitted on the right-of-way.
21. Landscaping on Oncor right-of-way is permitted when Oncor approves landscaping plans in writing. No lighting or sprinkler systems are allowed on the right-of-way.
22. No park or park designation will be permitted on the right-of-way.
23. Gas Pipeline Protective Barrier; Grantee, at Grantee's sole expense, shall provide one of the following protective barriers; **1)** a concrete protective barrier between the surface and the pipe that is a minimum of one (1) foot thick by one (1) foot wide, if pipe is wider than one (1) foot, then width of pipe, with the top of the concrete barrier to be at least one (1) foot below the surface or final grade, **2)** construct the gas pipeline inside of a proper protective steel casing, **3)** where electric facilities are located above ground, install the pipeline a minimum of ten (10) feet below the ground surface, or **4)** where electric facilities are located below ground, install the

pipeline at a depth that provides for a minimum of a ten (10) foot clearance between the pipeline and the underground electric facilities.

24. No fire hydrants or manholes will be permitted within the right-of-way.

25. Any drainage feature that allows water to pond, causes erosion, directs stormwater toward the right-of-way or limits access to or around Oncor's facilities is prohibited. Drainage facilitation will not be allowed to discharge into/onto Oncor right-of-way.

26. No boring pits or other type of pits will be permitted within the right-of-way.