

1973 MAY -2 PH 1:41

AGREEMENT - EASEMENT - RESTRICTIONS

This instrument made this 5<sup>TH</sup> day of APRIL 1973 by Lynn S. Allen and between the undersigned Owners and THE DETROIT EDISON COMPANY organized and existing concurrently under the laws of the states of Michigan and New York, of 2000 Second Avenue, Detroit, Michigan, 48226, hereinafter called "EDISON", and MICHIGAN BELL TELEPHONE COMPANY, a Michigan corporation, of 1365 Cass Avenue, Detroit, Michigan, 48226, hereinafter called "BELL."

W I T N E S S E T H :

WHEREAS, Owners are erecting apartments known as THE VILLAGE STEP II, on land in the CITY of WIXOM, County of OAKLAND, State of Michigan, as described in Appendix "A", attached hereto and made a part hereof, and EDISON and BELL will install their electric and communication facilities underground except necessary above ground equipment.

NOW, THEREFORE, in consideration of the mutual promises and covenants for the installation of underground utility service made by the parties hereto, it is hereby agreed:

(1) The installation, ownership and maintenance of electric services and the charges to be made therefor shall be subject to and in accordance with the Orders and Rules and Regulations adopted from time to time by the Michigan Public Service Commission.

(2) Owners must certify to EDISON and BELL that the easements are graded to within four (4") inches of final grade before the underground facilities are installed.

(3) Owners further agree that if subsequent to the installation of the utility facilities of EDISON and BELL, it is necessary to repair, move, modify, rearrange or relocate any of their facilities to conform to a new plot plan or change of grade or for any cause or changes attributable to ~~public authority having jurisdiction or to~~ Owners action or request, Owners will pay the cost and expense of repairing, moving, rearrangement or relocating said facilities to EDISON or BELL upon receipt of a statement therefor. Further, if the lines or facilities of EDISON and BELL are damaged by acts of negligence on the part of the Owners or by contractors engaged by Owners, repairs shall be made by the utilities named herein at the cost and expense of the Owners and shall be paid to EDISON or BELL upon receiving a statement therefor. Owners are defined as those persons owning the land at the time damage occurred.

(4) Owners hereby grant to EDISON and BELL easement for electric and communication underground services in land herein described. When utility lines are installed, this instrument shall be re-recorded with an "as installed" drawing showing the location of utility facilities in relation to building lines and indicating the easements by their centerlines. Easements herein granted shall be six (6') feet in width unless otherwise indicated on said drawing. However, secondary electric service and communication entrance line locations, as shown on an installed drawing are not guaranteed; actual locations can be determined after contact with utilities.

(5) Owners to pay the cost of conduit for electric and/or communication facilities to accommodate patios or similar site conditions.

(6) Easements herein granted are subject to the following restrictions and additional conditions:

- a. Said easements shall be subject to Order of and the Rules and Regulations adopted from time to time by the Michigan Public Service Commission.

"This easement is re-recorded for purposes of showing the planned "as installed" centerlines of easements granted as shown on drawing attached hereto." -1-

RECORDED RIGHT OF WAY NO. 30322

15.00  
 9.00

- b. Owners will place survey stakes indicating building plot lines and property lines before trenching.
- c. No shrubs or foliage shall be permitted on Owners land within five (5') feet of front door of transformers or switching cabinet enclosures.
- d. Sanitary sewers shall be installed prior to installation of electric and communication lines. Sewer, water and gas lines may cross easements granted for electric and communication lines, but shall not be installed parallel within said easements.
- e. Owners shall make no excavations nor erect any structures within the easements identified on the "as installed" drawing. No excavations for fences shall be allowed within the limits of the utility easements provided for electric and communication lines unless prior written approval is secured from the utilities.
- f. Owners to provide for clearing the easements of trees, large stumps, and obstructions sufficiently to allow trenching equipment to operate. Owners to pay to utility concerned the extra trenching costs involved if trenching is required while ground is frozen.
- g. EDISON and BELL shall have the right of access at all times upon premises for the purposes of constructing, repairing, and maintaining their electric and communication lines and facilities.
- h. Any of the undersigned who are vendors on land contracts wherein a portion of the lands described herein are being sold shall not be liable to BELL or EDISON unless and until the interest of the vendees, under any such contracts, have been forfeited and damage to utility lines and equipment occurs after such forfeiture.

The provisions of this instrument shall run with the land and shall be binding upon and inure to the benefit of the respective heirs, administrators, executors, personal representatives, successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first above written.

In the Presence of:

Anthony A. Rucker  
ANTHONY A. RUCKER

Irene C. Kata  
IRENE C. KATA

Diana Kingstrom  
DIANA KINGSTROM

Marsha Pavelka  
MARSHA PAVELKA

THE DETROIT EDISON COMPANY 4-11-73

By W. C. Arnold  
W. C. Arnold, Director, Real Estate and Rights of Way Dept

By Lillian J. H. Carroll  
LILLIAN J. H. CARROLL, ASST. SECRETARY

MICHIGAN BELL TELEPHONE COMPANY

By William F. Murray  
WILLIAM F. MURRAY  
Staff Supervisor, Right of Way  
(authorized signature)

RECORDED  
APR 10 PM 2:07  
REGISTER OF DEEDS  
ALLEN COUNTY REGISTER OF DEEDS

STATE OF MICHIGAN )

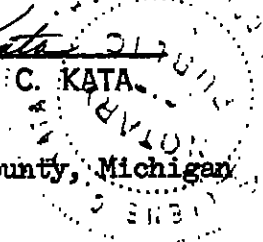
SS

COUNTY OF WAYNE )

On this 16th day of April, 19 73, before me, the subscriber, a Notary Public in and for said County, personally appeared W. C. Arnold and Lillian J.H. Carroll to me personally known, who being by me duly sworn, did say that they are the Director, RE & R/W Dept. and an Assistant Secretary of THE DETROIT EDISON COMPANY, a corporation organized and existing concurrently under the laws of Michigan and New York, and that the seal affixed to said instrument is the corporate seal of the said corporation, and that said instrument was signed in behalf of said corporation by authority of its Board of Directors and W. C. Arnold and Lillian J.H. Carroll acknowledged said instrument to be the free act and deed of said Corporation.

My commission expires: May 14, 1976

Irene C. Kata  
 Notary Public IRENE C. KATA  
Wayne County, Michigan



STATE OF MICHIGAN )

SS

COUNTY OF OAKLAND )

On this 19th day of April, 19 73, before me, the subscriber, a Notary Public in and for said County, appeared William F. Murray Jr. to me personally known, who being by me duly sworn, did say that he is Staff Supervisor of Right of Way, authorized by and for MICHIGAN BELL TELEPHONE COMPANY, a Michigan Corporation, and that the said instrument was signed in behalf of said Corporation, by authority of its Board of Directors, and William F. Murray Jr. acknowledged said instrument to be the free act and deed of said corporation.

My commission expires: \_\_\_\_\_

Melford Hartman  
 Notary Public  
 \_\_\_\_\_ County, Michigan

MELFORD HARTMAN  
 Notary Public, Wayne County, Michigan  
 Acting In Oakland County  
 My Commission Expires Sept. 15, 1978

RECORDED RIGHT OF WAY NO. 30322

( LIBER 6078 PAGE 779 )

EDWARD ROSE AND SONS  
A Michigan Limited Co-Partnership  
23999 W. Ten Mile Road  
Southfield, Michigan 48075

Witness:

Michael Myers  
Michael Myers  
Curtis Kime  
Curtis Kime

Sheldon Rose  
Sheldon Rose, General Partner  
Partner

STATE OF MICHIGAN }  
COUNTY OF Oakland } SS.

On this 5th day of April, 1973, before me, a Notary Public in and for said County, personally appeared Sheldon Rose and general partner doing business as Edward Rose and Sons, a Michigan Co-Partnership to me known and who executed the within instrument and acknowledged the same to be their his free act and deed for the Co-Partnership.

Betty J. Dennis  
BETTY J. DENNIS  
Notary Public, Oakland County, Michigan

My Commission Expires: June 26, 1976

APPENDIX "A"

The West 403.67 ft of the North 1200 ft of a parcel of land beginning at the NE cor of Sec 5, T1N, R8E, Novi Township, th S. 01°20'16" W. 1695.75 ft along the centerline of Beck Road and the East line of said Sec 5, th N. 88°41'55" W. 1317.96 ft; th S. 01°41'13" W. 997.24 ft; th N. 48°52'32" W. 694.76 ft along the Northerly line of the B. & O. NE Right of Way th N. 01°31'43" E. 2463.02 ft; th S. 88°13'26" E. 1849.67 ft along the North line of said Sec 5, and the centerline of Pontiac Trail to the Point of Beginning.

PREPARED BY: John N. Waterlee  
1970 Orchard Lake Road  
Pontiac, Michigan 48053

RETURN TO  
J. A. ROBERTSON  
THE DETROIT EDISON COMPANY  
80400 TELEGRAPH ROAD, 272 OAKDH  
BIRMINGHAM, MICHIGAN 48010

RECORDED RIGHT OF WAY NO. 30322

**Detroit  
Edison**

011111  
201111  
201111  
201111

Phone 645-4378

March 15, 1976


Mr. Edward Rose & Sons  
23999 W. Ten Mile Road, Suite A  
Southfield, Michigan 48075

Gentlemen:

Re: The Village Step II

We are enclosing herewith a copy of the "as installed" Drawing No.  
U-63325 for the underground electric and communication  
services for the above named project.

Sincerely,

  
John N. Waterloo, Representative  
Real Estate and Rights of Way

RECORDED RIGHT OF WAY NO. 30322

# THE DETROIT EDISON COMPANY

2000 SECOND AVENUE  
DETROIT, MICHIGAN 48226

Date October 31, 1974

Edward Rose & Sons

23999 W. Ten Mile Road

Southfield, Michigan 48075

Re: Pump House No. 2 - <sup>THE</sup> Village Apartments

WO 367B45013  
H 63998

Gentlemen:

Your request for direct buried three phase, underground electric service to the above project and location, with all work and material related to the primary portion of the service provided by, and installed by The Detroit Edison Company, is hereby granted subject to the following terms and conditions.

1. A property layout plan suitable for indicating the route of the cable and associated equipment must be provided. Rights of Way encompassing an area three feet each side of the cable and associated equipment as installed, must be granted herewith.
2. ~~In addition to the Rights of Way set forth in Item 1 above, the owners agree to grant by separate instrument, additional Rights of Way deemed necessary for the extension of electric facilities.~~
3. The Detroit Edison Company will install, own and maintain the primary cable, transformer foundation and the transformer. Service cable requirements will be as per our rules and rates as filed with the Michigan Public Service Commission and as shown in our current rate book.
4. The cost to you for said underground electric line and equipment installation is \$ 1,220.00 based on 610 trench feet for primary and/or secondary cable. Extra charges in addition to the above will be \$ 0 as your contribution for such items as trenching, transformer foundation, line extensions onto private property exceeding three hundred (300) feet, boring under paved streets, installing cable on cable poles, providing primary mains, distribution laterals and primary switching cabinets. These extra charges will only be assessed if involved. All charges are based on rules and rates as filed with the Michigan Public Service Commission and as shown in our current rate book. We will require full payment of the aforementioned charges prior to energizing the system.

RECORDED RIGHT OF WAY NO. 30322

Page 2

The Detroit Edison Company

Date October 31, 1974

Pump House No. 2 - Village Apartments

5. If adverse soil or field conditions such as rock, frozen ground, or other are encountered, and you require us to trench through, additional charges will be assessed. Additional charges will also be assessed if we are required to bore under existing paved streets or other areas. These charges may be billed at a later date.

The future maintenance of our electric lines in the area set forth in item 1 above does not include repair of damage to our lines and equipment caused by you, your contractors, agents, employees, successors and assignees. If such damage should occur, we will require reimbursement for any such damage.

Notwithstanding anything herein to the contrary, the installation, ownership and maintenance of electric services and the rates, fees and charges to be made shall be subject to and in accordance with the orders and rules and regulations adopted and approved from time to time by the Michigan Public Service Commission.

Please sign ~~three~~ <sup>one</sup> of the enclosed copies and return them. You may retain the ~~fourth~~ <sup>second</sup> copy for your file.

Very truly yours,

  
Service Planner

DC:dp

ACCEPTED:

Name EDWARD ROSE & SONS

Title B. J. Milner

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

RECORDED RIGHT OF WAY NO. 30322

THE DETROIT EDISON COMPANY

1970 ORCHARD LAKE ROAD

PONTIAC, MICHIGAN 48053

May 1, 1973


JOHN WATERS  
23099 . Ten Mile Road Suite A  
Southfield, MI 48075

RE: THE VILLAGE STEP II

Gentlemen:

We are enclosing herewith a fully executed copy of the Agreement dated April 5, 1973 for the underground electric and communication services for the above named project.

Yours very truly,



John N. Waterloo  
Real Estate and R.W. Dept

Enclosure

RECORDED RIGHT OF WAY NO. 30322



*Am. Jones*

DATE

SIGNATURE

RECORDED INDEX OF FAX NO. 30322

*If you are satisfied that the local  
government is not going to  
require a change in grade OK to delete  
Presumably the problem comes up in  
Subdivisions and not very often in other.*

REPLY:

SIGNATURE

MESSAGE:

SUBJECT:

*Valley & Stop II*

TO:

*John Walker  
Part 8 etc*

FROM:

*Am. Jones  
226 60*

Memorandum

DATE

*4/10*

*19 73*

# THE DETROIT EDISON COMPANY

2000 SECOND AVENUE  
DETROIT, MICHIGAN 48226

Date **February 22, 1973**

**Edward Ross & Sons**

**23999 W. Ten Mile Road**

**Southfield, Michigan 48073**

**Attn: Mike Meyers**

Regarding **The Village - Phase 2 - City of Winon**

Gentlemen:

Subject to our agreement with you for the installation of underground electric lines in the above project, The Detroit Edison Company will own, install and maintain its electric lines and equipment and provide trenching in easements six feet (6') in width, which will be subsequently platted or provided by a separate easement instrument. Location of the lines and equipment will be as shown on the combined utility plan as approved by you on **November 27, 1972**.

The cost to you for said electric line installation is **\$2,100.00** based on **1,050** trench feet or **0** lot front feet. Extra charges in addition to the above will be \$ **0** as your contribution for such items as providing primary mains, distribution laterals and primary switching cabinets. These extra charges will only be assessed if involved. All charges are based on rules and rates as filed with the Michigan Public Service Commission and as shown in our current rate book. We will require full payment of the aforementioned charges prior to energizing the system.

Service cable requirements will be fulfilled as per our rules and rates as filed with the Michigan Public Service Commission.

Community antenna systems or other cable systems shall not be installed in the same trench with Company and telephone cables without a separate signed agreement.

If adverse soil or field conditions such as rock, frozen ground or other are encountered, and you require us to trench through, additional charges will be assessed and may be billed at a later date. Additional charges will also be assessed if it is necessary to bore under paved streets or other paved areas.

Page 1

REC'D

303222

Page 2

The Detroit Edison Company

Date February 22, 1972

The Village - Phase 2 - City of Winem

The future maintenance of our electric lines in the proposed easements does not include repair of damage to our lines and equipment caused by you, your contractors, agents, employees, successors and assignees. If such damage should occur, we will require reimbursement for any such damage.

Notwithstanding anything herein to the contrary, the installation, ownership and maintenance of electric services and the rates, fees, and charges to be made shall be subject to and in accordance with the orders and rules and regulations adopted and approved from time to time by the Michigan Public Service Commission.

Please sign three of the enclosed copies and return them. You may retain the fourth copy for your file.

Very truly yours,

Paul J. Carter  
Service Planner

ACCEPTED

Name

Title

Name

Title

Date

*Edw. Rose & Son*  
*By Michael Dyer*  
*Agent*  
*4/4/73*

PJC/ep

RECORDED  
30322

# THE DETROIT EDISON COMPANY

2000 SECOND AVENUE  
DETROIT, MICHIGAN 48226

Date: **December 20, 1972**

Edward Rose & Sons  
23999 W. Ten Mile Road  
Southfield, Michigan 48075

Attn: Mike Meyers

Re: The Village - Phase 2, City of Winon

Gentlemen:

Pursuant to establishing a field construction date for the above named project, it is necessary that the conditions of the grade in the area of construction be determined. Work cannot start until this is accomplished. In addition, if the field construction is done during the period of December 15 through March 31, winter construction charges will be assessed. These charges are \$1.00 per linear foot of trench.

Please sign and return three copies of the certificate below. You may retain the fourth copy for your file.

Very truly yours,

Paul J. Carter  
Service Planner

12-20-72  
Date

### C-E-R-T-I-F-I-C-A-T-E

I/We, the undersigned, hereby certify to The Detroit Edison Company that all grading in utility easements and/or the routes of the underground facilities on the above subject development has been completed within four(4) inches of final grade.

I/We, the undersigned, agree to pay all winter construction charges if involved, at a price not to exceed that shown above and further agree that a stake will be placed at the location of each piece of above grade equipment, indicating the final grade to be achieved. A copy of The Detroit Edison Company underground construction drawing No. U-63329 for this development is in my/our possession and will be used for this purpose.

RJC/dp

Edw. Rose & Sons  
Signed

By Michael Dwyer  
Signed

Agent  
Title

4/4/73  
Date

RECORDED RIGHT OF WAY NO. 30322

THE DETROIT EDISON COMPANY

1970 Orchard Lake Road

PONTIAC, MICHIGAN 48053

December 29, 1972

*SUITE A* EDWARD ROSE AND SONS  
23999 W. Ten Mile Road  
Southfield, Michigan 48075

RE: THE VILLAGE STEP II

Enclosed is the original and three copies of the Agreement-Easement Restrictions for the above described project. Please have the original and two copies executed and returned to us. We will have the Agreement executed by Bell and Edison and return a fully executed copy to you. The fourth copy should be retained by you until you receive the fully executed copy from us.

In order to comply with the recording statutes of the State of Michigan, please have two separate witnesses. The notary can be one of the witnesses. Also, print or type the names of all parties signing the documents, including witnesses, and notary.

Your attention is called to Paragraph No. 3 of this Agreement; whereby you would be responsible for any damages which might occur to the Company's underground lines after installation. It is, therefore, extremely important that not only you, but any contractors working for you, exercise due care to avoid any damage.

Prompt return of these instruments, fully completed, will assist in prompt scheduling of our work to be completed in your project. Please return all documents to: John Waterloo, at 1970 Orchard Lake Road, Pontiac, Michigan 48053.

Yours very truly,



John N. Waterloo  
Real Estate and Rights of Way Dept

Enclosures

RECORDED RIGHT OF WAY NO. 30322

Send to: C. George Williams  
302 C. O.

APARTMENT PROJECTS - UNDERGROUND SERVICE

1. Name of Project THE VILLAGE - STEP II Novi
2. Name of Developer EDWARD ROSE & SONS  
Address 23999 W 10 MILE RD - SOUTHFIELD - SUITE "A"  
48075  
Phone 352-0952
3. Description of Property (please attach description)
4. Primary or individual metering?
5. When is service wanted? 4-1-72
6. Will entire project be developed at one time?
7. Single Phase 120/240 - 5Ø ? Three Phase \_\_\_\_\_
8. Cable poles on property PERIMETER ?
9. Customer service cable DE ?
10. Do we furnish trenching? MBT
11. Are easements all joint with Bell? YES
12. Do we need additional easement drawings from Bell? No
13. Bell Engineer C. GALBRAITH Phone 332-4107
14. Sales Representative P. CORTES Phone X 75 236

RECORDED RIGHT OF WAY NO. 30322

**MEMORANDUM ORDER**  
FOR GENERAL USE  
FORM 65 77 12-53

TO Engineering Coordinator Supervisor DATE 6-11-73 TIME \_\_\_\_\_

Edg. H. Room 250 N. 2nd St.

Edg. Underground Service - The Village, Step II, City of Chicago, Illinois

Agreements and documents obtained - OK to present with construction

COPIES TO: P. Curtis, Service Planning, P.S.C.

SIGNED John N. Waterman  
John N. Waterman  
Real Estate and P/W Eng.

REPORT File

RECORDS  
SERIAL OF FAX NO.  
30322

DATE RETURNED \_\_\_\_\_ TIME \_\_\_\_\_ SIGNED \_\_\_\_\_

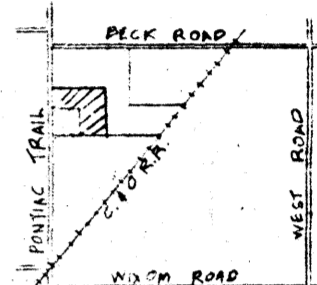
NE. COR.  
SEC. 5  
T.1N., R.8E.

LIBER 6634 PAGE 503

LIBER 6634 PAGE 504

LIBER 6634 PAGE 505

S. of 20' 16" W. 1895.75' BECK RD.



U.G. NOV. 3-284

**LEGEND**

- UDT (DEAD FRONT TYPE)
- UDT (NON-SWITCHING - LIVE FRONT TYPE)
- UDT (SWITCHING - LIVE FRONT TYPE)
- DIRECTION OF TRANSFORMER DOOR OPENING
- SECONDARY PEDESTAL
- SECONDARY TERMINAL
- CABLE POLE
- PRIMARY SWITCH CABINET
- BURIED PRIMARY CABLE - ALL VOLTAGES
- BURIED SECONDARY CABLE
- BURIED SECONDARY SERVICE CABLE
- DETROIT EDISON TRENCH ONLY
- SEWER TELEPHONE TRENCH ONLY
- SEWER
- WATER
- GAS
- PROPOSED CONDUIT

**NOTE** - THE LOCATION OF THE SECONDARY SERVICES ON THIS DRAWING ARE NOT GUARANTEED. CALL DETROIT EDISON BEFORE ADDING ANY EXCAVATION.

EASEMENTS INDICATED BY OUR CENTERLINES ARE SIX FEET IN WIDTH UNLESS OTHERWISE NOTED.

30320  
RECORDED R/W FILE NO.

**NOTES**

M.B.T. TO DO TRENCHING  
TRENCH & CABLE LENGTHS ARE APPROX.  
SEE DWG. U-1-2363 FOR TRANS. MAT. DETAILS.  
SEE PAGE 3-B-11 S.I.M. DETAIL "A" FOR ENTRANCE RMT. DETAILS.  
D.E. SERVICE PLANNER: P. CORTES - 644-3090 EXT. 75256.  
M.B.T. ENGINEER: C. GALBRAITH - 332-9107 - P.M.



**CABLE SUMMARY**

ITEM #	DESCRIPTION	STEP I	STEP II
1	2" 1/2" x 1" 1/2" R. 713-3029-1205	570'	
2	NE 2 500M 11-350M 600V 713-0560-300	130'	

SITE SUPT. - MR. R. PLACIDO  
624-6433

**STEP II TRANSFORMER DATA**

D.P.T. NO.	SIZE	ED. STR. NO.
H422-2	157 KVA	64-1154
H422-3	180 KVA	64-1153

TOTAL 70 UNITS

**TRENCH SUMMARY**

STEP I	STEP II
JOINT USE	360'
D.E. ONLY	250'
M.B.T. ONLY	NONE
TOTAL	610'

W.D. NO.	D.O. NO.
STEP I 327647576	U-63325
STEP II 327647257	U-63463

**STEP I TRANSFORMER DATA**

I.T. NO.	SIZE	ED. STR. NO.
H422-1	157 KVA	64-1154
H422-2	180 KVA	64-1153

TRANS. SPECS - K-200 E-1 K21  
140 UNITS

NO.	REVISION	DATE	BY	APPROVED
1	ADDED STEP II	12-4-72	J. SANTAROSSA	
2	REVISED LOCATION OF TRANSFORMERS	12-4-72	P. CORTES	
3	REVISED LOCATION OF TRANSFORMERS	12-5-72	J. SANTAROSSA	

THE VILLAGE PHASE II (STEP II)  
NE 1/4 SEC 5 T.1N., R.8E.  
CITY OF WIXOM OAKLAND CO

PERMIT REQUIRED  
CITY OF WIXOM

DIST. OR. 8233 WIXOM-3.2 RV

CABLE IN N.W. QUAD  
SPECS-K21, T1, T2, T3, T4  
Y-PHASE  
- FUSE

STEP II

SEE U-63565

P.F. H420  
570'

140' - 4' PARKWAY  
FUTURE PRIMARY

H420-1  
157 KVA

H422-2  
180 KVA

P.F. H422 C  
460'

P.F. H422 B  
300'

H422-3  
180 KVA

SEE U-63565

P.F. H422 A  
300'

SEE DWG. U-63037 FOR  
EXISTING EQUIP.

CABLE IN N.E. QUAD  
SPECS-132, T6, T7, T8  
65 K FUSES  
K PHASE

PONTIAC TRAIL 120 FT WD

S. of 13' 26" E. 1649.67'

1317.96'

N. 86° 41' 55" W.

S. of 4° 13' W. 997.24'

N. 48° 52' 32" W. 604.26'

N. of 3° 14' 3" E. 2463.02'

N.O.

THE VILLAGE

THE VILLAGE PHASE II

N.O.

45' - 4' PARKWAY  
STEP I TO R. 1