Return Recorded Document to:

Basin Electric Power Cooperative

1717 E. Interstate Avenue

Bismarck, ND 58503-0542

­

STATE OF NORTH DAKOTA

COUNTY OF

**MEMORANDUM OF OPTION AGREEMENT FOR TRANSMISSION LINE EASEMENT**

THIS **MEMORANDUM OF OPTION AGREEMENT FOR TRANSMISSION LINE EASEMENT** (this “**Memorandum**”) is made, dated, and effective as of this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 202\_\_\_ (the "**Effective Date**"), between , of (together with its successors, transferees, and assigns “**Grantor**”), and Basin Electric Power Cooperative, a North Dakota cooperative association, having an address at 1717 East Interstate Avenue, Bismarck, North Dakota 58503-0542 (together with their successors, assigns and heirs, “**Grantee**”). Grantor and Grantee are sometimes referred to in this Agreement collectively as the “**Parties**”.

Grantor and Grantee did enter into that certain Option Agreement for Transmission Line Easement (“Agreement”), which affects the real property located in the County of

, State of **North Dakota**, as more particularly described to wit:

See **EXHIBIT A** ("**LEGAL DESCRIPTION OF OPTIONED AREA(S**)") attached hereto and made a part by reference.

**TERMS OF AGREEMENT**

1. The Agreement grants Grantee, among other things, the exclusive option, if exercised for the installation, construction, operation, maintenance and repair of a proposed electric transmission line (and related infrastructure and appurtenances) within the optioned areas on the Grantee’s real property.
2. The Agreement shall be for a term of ninety-nine (99) years from the Agreement Effective Date, subject to certain rights of the Parties to terminate the same as more particularly set forth in the Agreement.
3. This Memorandum does not supersede, modify, amend or otherwise change the terms, conditions or covenants of the Agreement, and Grantor and Grantee executed and are recording this Memorandum solely for the purpose of providing constructive notice of the Agreement and Grantee’s rights thereunder. The terms, conditions and covenants of the Agreement are incorporated herein by reference as though fully set forth herein. This Memorandum shall not, in any manner or form whatsoever, alter, modify or vary the terms, covenants and conditions of the Agreement.

This instrument and the benefits and obligations herein contained shall inure to the benefit of and be binding and obligatory upon the heirs, executors, administrators, successors and assigns of the parties hereto, and all covenants, conditions and agreements contained herein shall be construed as covenants running with the land.

IN WITNESS WHEREOF, the Parties have executed this **MEMORANDUM OF OPTION AGREEMENT FOR TRANSMISSION LINE EASEMENT** to be effective as of the date first written above.

**GRANTOR**

**ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_\_\_\_\_\_\_\_\_ )

) ss.

COUNTY OF \_\_\_\_\_\_\_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 202\_, by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notary Public, State of \_\_\_\_\_\_\_\_\_\_\_\_\_

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

**GRANTOR**

**ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_\_\_\_\_\_\_\_\_ )

) ss.

COUNTY OF \_\_\_\_\_\_\_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 202\_, by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notary Public, State of \_\_\_\_\_\_\_\_\_\_\_\_\_

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

**GRANTEE**

**Basin Electric Power Cooperative,**

**a North Dakota cooperative association**

By:

Its:

Name:

**ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_\_\_\_\_\_\_\_\_ )

) ss.

COUNTY OF \_\_\_\_\_\_\_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 202\_, by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notary Public, State of \_\_\_\_\_\_\_\_\_\_\_\_\_

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

**EXHIBIT A**

**LEGAL DESCRIPTION OF OPTIONED AREA(S**)

This Document is Not to Be Recorded

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STATE OF NORTH DAKOTA

COUNTY OF

**OPTION AGREEMENT FOR TRANSMISSION LINE EASEMENT**

THIS **OPTION AGREEMENT FOR TRANSMISSION LINE EASEMENT** (this “**Agreement**”) is made, dated, and effective as of this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 202\_\_\_ (the "**Effective Date**"), between , of (together with its successors, transferees, and assigns “**Grantor**”) and Basin Electric Power Cooperative, a North Dakota cooperative association, having an address at 1717 East Interstate Avenue, Bismarck, North Dakota 58503-0542 (together with their successors, assigns and heirs, “**Grantee**”). Grantor and Grantee are sometimes referred to in this Agreement collectively as the “**Parties**”.

The undersigned, Grantor, does hereby grant to Grantee, the sole and exclusive irrevocable option to acquire a Transmission Line Easement for a term of ninety-nine (99) years for an electrical transmission line, to enter upon the lands of the Grantor referred to and to survey, place, construct, reconstruct, rebuild, use, operate, repair, inspect, maintain, remove, and replace thereon a line or system for the purpose of transmitting and/or distributing electricity, including all necessary fixtures, poles, towers, foundations, cables, supports, structures, wires, all necessary attachments, and appurtenances thereto, including but not limited to any and all communications systems, equipment, lines, etc. that are now or might from time to time in the future be determined to be necessary or helpful with respect to operation, repair, monitoring, etc. of the transmission system (collectively referred to as the “Facilities”) used or useful in the operation and maintenance of said Facilities through, over, under and across the following described lands situated in the County of , State of **North Dakota**, to wit:

See attached **EXHIBIT B** (“**LEGAL DESCRIPTION OF OPTIONED AREA(S**)”) hereto and made a part by reference.

**TERMS OF AGREEMENT**

1. **Grant of Option; Option Consideration; Terms and Option**. Grantor hereby grants to Grantee, from the Effective Date for a period of \_\_\_\_\_\_\_\_ years (the “**Option Term**”), the

exclusive Option for a Transmission Line Easement, which shall be 150 feet wide for up to one 345kV transmission line on, over and across the real property owned by Grantor and more particularity described in **EXHIBIT B** (“**LEGAL DESCRIPTION OF OPTIONED AREA(S**)”) and illustrated in **EXHIBIT B-1** (“**ILLUSTRATION OF OPTIONED AREA(S)”)**

attached hereto. As consideration for the Option, Grantee shall pay to Grantor ten (10) percent of the Total Easement Compensation attached as **EXHIBIT C** (“**COMPENSATION SUMMARY**”) within fourteen (14) days of the Effective Date. If this Option is exercised, the Option compensation shall be applied and be credited against the Easement Compensation. The Option Compensation shall be non-refundable to the Grantee. The Parties agree that said Easement will be substantially similar to the form easement attached hereto as **EXHIBIT A** (“**TRANSMISSION LINE EASEMENT AGREEMENT”)** and will include a surveyed metes and bounds legal description for the easement.

1. **Exercise of Option Agreement**. Grantee may exercise this Option Agreement at any time during the Option Agreement Term. Grantee shall exercise this Option Agreement by sending a Letter of Notice to Owners per the Notice provisions provided below. Upon receipt of the Letter of Notice, the Owners shall deliver to Grantee the executed Easement Agreement. Upon receipt of the executed Easement Agreement, Grantee shall deliver to Grantor the Easement Compensation provided for in **EXHIBIT C** (the “**COMPENSATION SUMMARY**”).
2. **Off Right-of-Way Access**. If Grantee elects to exercise this Option Agreement, Grantor agrees to provide Grantee with accesses necessary to carry out the terms of the Easement Agreement, which access will be determined after consultation with Grantor and prior to construction. Grantor will be paid an additional consideration of thirty dollars ($30) per rod for off right-of-way access.
3. **Right of Entry**. During the Option Agreement Term and prior to expiration or the Notice of Exercise of this Option Agreement, Grantee, its employees, agents, contractors and representatives shall have the right and license, to enter upon the Property for the purpose of doing all those things which Grantee deems necessary to study, survey, inspect, test and plan for Grantee’s proposed use of the Property, including but not limited to, soil borings, and conducting a feasibility study which may cover such subjects as soil conditions, geological tests, engineering reports, topographic studies, environmental impact reports, zoning and planning regulations, and any other tests and studies which Grantee may elect to perform on the Property, all at the sole cost and expense of the Grantee.
4. **Damage Settlement**. Grantee hereby agrees to pay to the undersigned a settlement of all damages to the Property and crops growing thereon as such Property and crops are affected by the Right of Entry specified in Paragraph four of this Option.
5. **Grantor and Grantee Representations**. Grantor shall not enter into any new agreements regarding the Property surface of the Optioned Area(s) without Grantee’s written consent, which will not be unreasonably withheld. This provision does not apply to Grantor’s farm leases.
6. **Indemnity**. Grantee agrees to indemnify and hold Grantor harmless from and against all third-party claims which may result from any activities described in paragraph three, including but not limited to, injuries to or deaths of persons or animals, court costs and reasonable attorneys’ fees. The foregoing indemnities shall survive the lapse, abandonment or termination of this Option Agreement until the expiration of any applicable statute of limitations.
7. **Notices**. All notices (the “**Notice**”) to a party pursuant to this Option must be in writing and shall be sent by United States (first-class) personal delivery or overnight courier services. For purposes of giving notice hereunder, the addresses of the parties, until changed as hereinafter provided, are the following:

Grantor(s):

Grantee:  
Basin Electric Power Cooperative

Attn: Mike Murray

1717 E. Interstate Avenue

Bismarck, ND 58503

Notices sent by certified mail shall be deemed given on the date of delivery or attempted delivery as shown on the return-receipt. Notices sent by personal delivery or courtier shall be deemed given on the date of delivery or refusal to accept delivery.

1. **Binding Effect and Covenants of Grantors**. This Option Agreement shall be binding upon and inure to the benefit of the respective assignees, heirs, successors and legal representatives of each party.
2. **Cancellation**. Grantee shall have the right to cancel this Option Agreement at any time by providing Notice to Grantor. This Option shall terminate upon expiration of the Option Agreement for Transmission Line Easement or upon formal notice from Grantee that it does not wish to exercise said Option Agreement for Transmission Line Easement.
3. **Assignment**. This Option Agreement shall run with the land and be binding upon the Property and Grantor and Grantor’s successors and assigns. This Option Agreement may be assigned by Grantee at any time for any reason without prior notice to Grantor provided assignee assumes all obligations hereunder. Grantor may sell, assign, mortgage or transfer all or any portion of its interest in the Property subject to this Option Agreement; provided, however that the failure of any mortgagor or purchaser to recognize and expressly assume Grantor’s obligations hereunder shall not affect the legal status and effect of the Option or any other part of this Agreement.

This instrument and the benefits and obligations herein contained shall inure to the benefit of and be binding and obligatory upon the heirs, executors, administrators, successors and assigns of the parties hereto, and all covenants, conditions and agreements contained herein shall be construed as covenants running with the land.

IN WITNESS WHEREOF, the Parties have executed this **OPTION AGREEMENT FOR TRANSMISSION LINE EASEMENT** to be effective as of the date first written above.

**GRANTOR**

**ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_\_\_\_\_\_\_\_\_ )

) ss.

COUNTY OF \_\_\_\_\_\_\_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 202\_, by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notary Public, State of \_\_\_\_\_\_\_\_\_\_\_\_\_

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

**GRANTOR**

**ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_\_\_\_\_\_\_\_\_ )

) ss.

COUNTY OF \_\_\_\_\_\_\_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 202\_, by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notary Public, State of \_\_\_\_\_\_\_\_\_\_\_\_\_

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

**GRANTEE**

**Basin Electric Power Cooperative,**

**a North Dakota cooperative association**

By:

Its:

Name:

**ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_\_\_\_\_\_\_\_\_ )

) ss.

COUNTY OF \_\_\_\_\_\_\_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 202\_, by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notary Public, State of \_\_\_\_\_\_\_\_\_\_\_\_\_

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

**EXHIBIT A****TRANSMISSION LINE EASEMENT AGREEMENT**

Basin Electric Power Cooperative

1717 E. Interstate Avenue

Bismarck, ND 58503

­

STATE OF NORTH DAKOTA

COUNTY OF

**TRANSMISSION LINE EASEMENT AGREEMENT**

THIS **TRANSMISSION LINE EASEMENT** (this “**Agreement**”) is made, dated, and effective as of this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 202\_\_\_ (the "**Effective Date**"), between **\_\_\_\_\_\_\_\_,** of ,together with its successors, transferees, and assigns “**Grantor**”), and Basin Electric Power Cooperative, a North Dakota cooperative association, having an address at 1717 East Interstate Avenue, Bismarck, North Dakota 58503-0542 (together with their successors, assigns and heirs, “**Grantee**”). Grantor and Grantee are sometimes referred to in this Agreement collectively as the “**Parties**”.

The undersigned, Grantor, does hereby grant to Grantee, the sole and exclusive Transmission Line Easement for a term of ninety-nine (99) years for an electrical transmission line, to enter upon the lands of the Grantor referred to and to survey, place, construct, reconstruct, rebuild, use, operate, repair, inspect, maintain, remove, and replace thereon a line or system for the purpose of transmitting and/or distributing electricity, including all necessary fixtures, poles, towers, foundations, cables, supports, structures, wires, all necessary attachments, and appurtenances thereto, including but not limited to any and all communications systems, equipment, lines, etc. that are now or might from time to time in the future be determined to be necessary or helpful with respect to operation, repair, monitoring, etc. of the transmission system (collectively referred to as the “Facilities”) used or useful in the operation and maintenance of said Facilities through, over, under, and across the following described lands situated in the County of , State of **North Dakota**, to wit:

See **EXHIBIT A** attached hereto and made a part by reference.

**TERMS OF AGREEMENT**

1. Grantor agrees not to erect any buildings, structures or place any other objects, whether permanent or temporary, except fences, in or upon the Easement Area. Grantor further agrees not to perform any act which shall interfere with or endanger said Facilities, except as explicitly authorized under this Easement Agreement.
2. The Grantor, their heirs, successors and/or assigns shall have the right to plow, plant, cultivate, harvest or use in any manner said premises as long as the Grantor does not interfere with any of the rights and privileges herein granted to the Grantee or endanger the Facilities.
3. The grant of easement herein contained shall also include the right to cut down, top, trim, control the growth, or eliminate trees or shrubbery (including tall or leaning trees located within the premises adjacent to the Easement Area, which may endanger said lines by reason of falling thereon), within the Easement Area which, in the sole opinion of Grantee, shall interfere with said lines. Grantor further agrees not to plant any trees or shrubs within the Easement Area.
4. The Grantee shall pay for all physical property damages, including crop damages that may be caused in the surveying, building, operating and maintaining of its Facilities over and across the property of the Grantor. Grantee further agrees to restore, as nearly as practicable, the surface of the Easement Area to as good or better condition as existed immediately prior to construction operations.
5. The Grantor agrees that all structures, poles, wires and other facilities installed on the Easement Area at the Grantee’s expense, shall remain the property of the Grantee, and removable by the Grantee.
6. The Grantor covenants and warrants that they are the owner of the above-described lands subject to such defects, outstanding interests, liens or encumbrances as may now appear of record.
7. The rights of the Grantee hereunder may be assigned in whole or in part.
8. The term “Grantee” herein shall be construed to include Grantee’s agents, representatives, employees, contractors and subcontractors.
9. For purposes of this Easement Agreement, the term “transmission line” shall be a line not to exceed 345kV and may be owned, operated and maintained by Grantee or a third party.
10. The Grantee shall have the right to install and maintain anchors and guy wires when reasonably necessary.
11. The Grantee shall have the right of ingress and egress over other lands of the Grantor only as necessary to access the hereinabove described Easement Area; including the right to utilize existing roads, trails and gates over and across Grantor’s adjacent property for the purpose of carrying out the provisions of the Easement Agreement and the right to install, maintain, and use gates in all fences that cross the Easement Area.
12. The Facilities from time to time may be reconstructed or relocated on said Easement Area with changed dimensions.
13. Pursuant to N.D.C.C §47-05-02.1, as of the date hereof, the duration of the easements granted herein is 99 years from the date hereof (the “Term”). Notwithstanding the foregoing, if the applicable law, including but not limited to N.D.C.C. §47-05.02-1, changes during the Term and the effect of any such change is to increase the maximum duration of easements, it is the intention of the parties that the Term of the Easements be automatically converted to the maximum length permitted by law effective as the state of such change.
14. The Grantee shall have the right to leave the Easement Area for necessary travel around bodies of water, excessively wet ground or other physical barriers.
15. Grantee agrees to indemnify and hold Grantor harmless from and against all third-party claims which may result from the construction, operation and maintenance of said facilities, including but not limited to, injuries to or deaths of persons or animals, court costs and reasonable attorneys’ fees.

This instrument and the benefits and obligations herein contained shall inure to the benefit of and be binding and obligatory upon the heirs, executors, administrators, successors and assigns of the parties hereto, and all covenants, conditions and agreements contained herein shall be construed as covenants running with the land.

IN WITNESS WHEREOF, the Parties have executed this **TRANSMISSION LINE EASEMENT AGREEMENT** to be effective as of the date first written above.

**GRANTOR**

**ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_\_\_\_\_\_\_\_\_ )

) ss.

COUNTY OF \_\_\_\_\_\_\_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 202\_, by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notary Public, State of \_\_\_\_\_\_\_\_\_\_\_\_\_

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

**EXHIBIT B**

**LEGAL DESCRIPTION OF OPTIONED AREA(S**)

**EXHIBIT B-1**

**ILLUSTRATION OF OPTIONED AREA(S)**

**\*\*\*INSERT screenshot of illustration from Autodesk/Bim360**

**EXHIBIT C**

**COMPENSATION SUMMARY**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
|  | **BASIN PROJECT NO.:** |  | |  |  |  |
|  | **GRANTOR:** |  | |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  | **BASIN ID:** | |  |  |  | **TOTALS** |
|  | **HDR MAP ID:** | |  |  |  |  |
|  | **S-T-R:** | |  |  |  |  |
|  | **DESCRIPTION:** | |  |  |  |
|  | Total Acres | |  |  |  |  |
|  | Apparent Land Use | CROP |  | - | - |  |
|  | PASTURE |  | - | - |
|  |  |  |  |  |  |  |
|  | Crop Acres | |  | - | - |  |
|  | Crop Value per Acre: | $3,350.00 | $ | - | - | $ |
|  |  |  |  |  |  |  |
|  | Pasture Acres | |  | - | - |  |
|  | Pasture Value per Acre: | $2,350.00 | $ | - | - | $ |
|  |  |  |  |  |  |  |
|  | Off-ROW Access Rods | | 0.00 | - | - | 0.00 |
|  | Value Per Rod: | $30.00 | $ | - | - |  |
|  |  |  |  |  |  |  |
|  | **Option Compensation:** | **10%** |  | | | $ |
|  |
|  |  |  |  |  |  |  |
|  | **Easement Compensation:** | **90%** |  | | | $ |
|  |
|  |  |  |  |  |  |  |
|  | **Total Compensation:** | **100%** |  | | | $ |
|  |

Project No.

**NEGOTIATOR’S REPORT AND MEMORANDUM AGREEMENT OF COMPENSATION**

**LANDOWNERS NAME:**

**ADDRESS:**

**COUNTY: STATE: North Dakota**

**ACRES IN R/W: WIDTH OF RIGHT – OF – WAY: ’**

**OPTION COMPENSATION (10% OF EASEMENT TOTAL): $**

**REMARKS**

The undersigned agree that the items referred to above are acceptable and accurate and that these items are hereby incorporated by reference as a part of the easement which will be executed by the undersigned landowner(s) and the payment set out above will be the entire consideration paid to the landowner(s) for said easement. The selection of payment option shall be final and binding upon the undersigned landowner(s) and Basin Electric Power Cooperative.

Date Agent

Date Landowner(s)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_