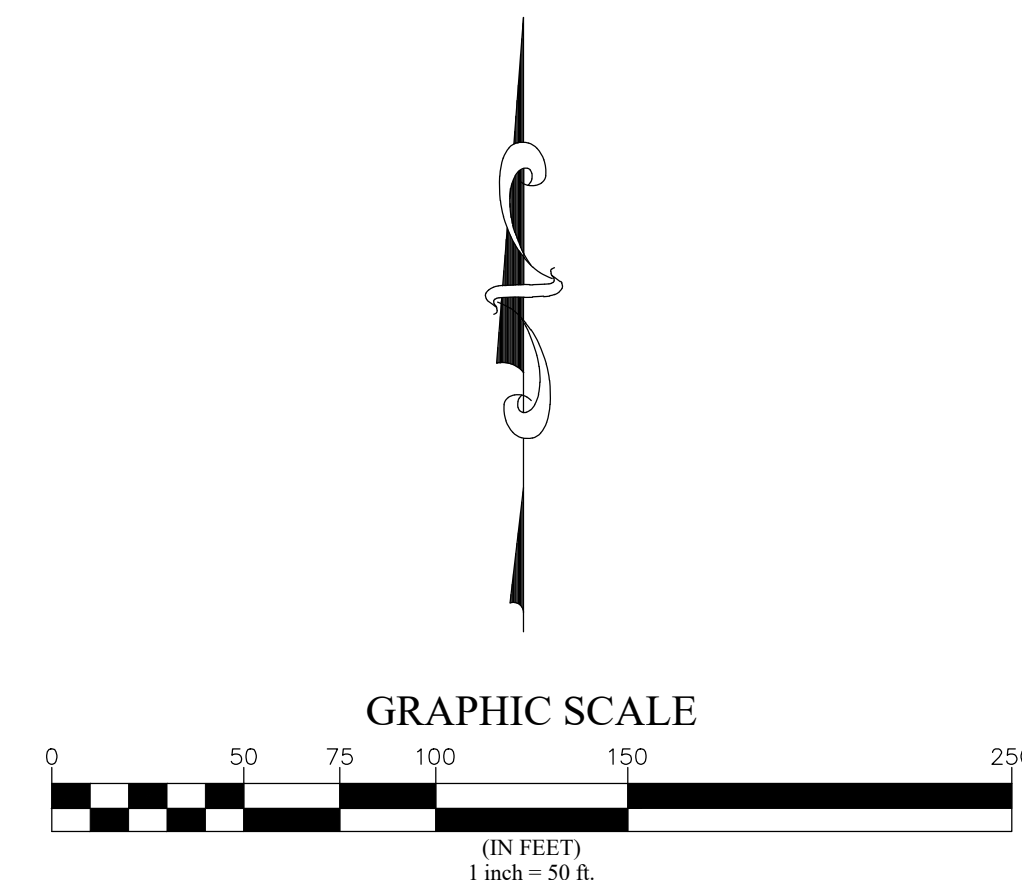


[illegible]

NOTICE: According to Colorado law you MUST commence any legal action based upon any defect in this survey within three years after you first discovered such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of certification shown herein.

Parcel A: Lot 2 and Lot 3  
Parcel B: Easement for Public Access  
over and across Tract A and Tract B  
Reserve at Hockett Gulch  
Town of Eagle, Eagle County, Colorado  
Sheet 2



	Line Table	
Line #	Length	Direction
L1	10.00	S9° 03' 40"E
L2	13.00	S12° 46' 44"E
L3	12.91	S87° 47' 42"W
L4	30.53	S84° 01' 40"W
L5	25.00	N40° 00' 30"E
L6	40.00	N49° 00' 42"E
L7	100.00	N40° 59' 18"W
L8	42.44	N87° 47' 42"E
L9	41.45	N13° 02' 17"E
L10	34.12	N8° 44' 32"E
L11	35.53	N4° 52' 43"E
L12	43.57	N9° 04' 21"E
L13	5.61	N61° 50' 12"E
L14	21.06	S4° 22' 03"E
L15	27.66	N29° 55' 25"E
L16	9.94	S17° 19' 05"W
L17	11.94	S33° 41' 30"W

	EOH	EOH	EOH	EOH
	Curve Table			
Curve #	Arc L	Radius	Delta	Chord
				Direction
				C Dist
C1	23.29	499.50	002°40'19"	N83° 26' 09"E
C2	18.29	52.00	020°09'06"	N63° 43' 52"W
C3	5.10	55.00	005°18'43"	N29° 06' 32"E
C4	30.97	107.00	016°35'08"	S60° 54' 14"E

QUENON ENGINEERING AND SURVEYING, LLC  
P.O. BOX 151, EAGLE, COLORADO, 81631  
(970) 328-5117

ALTA SURVEY  
Parcel A: Lot 2 and Lot 3  
Parcel B: Easement for Public Access  
over and across Tract A and Tract B  
Reserve at Hockett Gulch  
Town of Eagle, Eagle County, Colorado  
Sheet 2

DRAWN BY: PJQ	DATE: 11/07/22
JOB NO. 22069	DRAWING: LOT 2.3 TRACT A.B

NOTICE: According to Colorado law you MUST commence any legal action based upon any defect in this survey within three years after you first discovered such defect. In no event, may any action based upon any defect in this survey be commenced more than ten years from the date of certification shown hereon.

## **EASEMENT FOR TOWN BORDER STATION, GAS LINES AND APPURTENANCES**

THIS **EASEMENT** is made and entered into this 30th day of August, 2021, by and between **Epoch GCH Hockett Gulch Holdings, LLC** whose address is 295 Clayton Street, Suite 210-A Denver, CO 80206, "**GRANTOR**", and **Rocky Mountain Natural Gas LLC d/b/a Black Hills Energy**, whose address is 7001 Mount Rushmore Road, Rapid City, South Dakota 57702 "**GRANTEE**".

Grantor, in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt of which is hereby acknowledged, hereby grants, bargains, sells and conveys to Grantee, its lessees, licensees, successors and assigns, the non-exclusive right, privilege and perpetual Easement to enter upon the lands of Grantor to survey, construct, operate, patrol, inspect, maintain, alter, add pipes, repair, rebuild, replace and remove, on, under and over said lands, now or at any future time, lines and related facilities for the transmission and distribution of gas and all appurtenances and appliances necessary in connection therewith, including but not limited to aboveground valve settings, meter station or town border stations, including all above ground structures to house the station, gas pipelines and appurtenances thereto; herein being collectively referred to as "Facilities", together with the right of ingress and egress to and from the said Facilities of Grantee over the lands of Grantor so that Grantee may go to and from said Facilities from the public roads adjacent to Grantor's lands, which said lands of Grantor, situate in the County of Eagle in the State of Colorado, to wit:

Township 5 South, Range 84 West, 6<sup>th</sup> P.M.  
Section 5: A part of Tract 50

The Easement granted shall cover an area being forty (40') feet by one hundred (100') feet, encompassing the Facilities. The location of the Facilities are more generally described on "Exhibit A" attached hereto and incorporated by this reference.

Grantee shall have all other rights and benefits necessary or convenient for the full enjoyment and use of the rights herein granted, including, but without limiting the same, the free and full right of ingress and egress over and across the streets to and from said Easement within Grantor's Hockett Gulch Subdivision as described in that certain Special Warranty Deed dated October 7, 2020, recorded in Reception # 202017962 in the records of the Eagle County Colorado Clerk and Recorder.

It is the intention of the parties hereto that Grantor is hereby conveying the uses herein specified without divesting himself, his heirs or assigns, of the right to use and enjoy the above described premises: PROVIDED, however, such use shall not, in the reasonable judgment of said Grantee, unreasonably interfere with or endanger the construction, safety, operation or maintenance of said Facilities, and provided further that Grantor shall not change the grade or contour of the easement and no building or structure shall be constructed on the Easement without written permission from Grantee.

Grantee, its successors and assigns, shall pay for any damage caused to land, growing crops, fences, livestock or other personal property of Grantor from the construction, operation or maintenance of said Facilities.

Grantee shall use standard industry construction practices to separate, preserve and maintain all topsoil disturbed during construction. Topsoil shall be separately stock piled and replaced over the right of way following construction. Grantee shall also restore the contour of all areas disturbed by its operations to conform as nearly as practical with the adjacent terrain. All areas disturbed by Grantee's operations shall be promptly recontoured, reseeded and restored using standard industry practices.

Grantee may erect and use gates in all fences around the Easement for the Town Border Station. Grantee is given the right to trim, cut and clear away or otherwise reasonably control any trees, limbs, brush and vegetation on or adjacent to the above described Easement whenever in Grantee's reasonable judgment said trees, limbs, brush, or vegetation endanger the construction, safety, operation or maintenance of said lines. Notwithstanding anything in the foregoing paragraph, Grantee shall not be liable for damages to trees, undergrowth, brush and other

obstructions where removal of said trees, undergrowth, brush and other obstructions is necessary to maintain the integrity of Grantee's lines and Facilities.

Grantee agrees to defend, indemnify, and hold harmless Grantor from liability, claims, and damage caused by the negligent or wrongful acts of Grantee and/or Grantee's personnel, contractors, subcontractors, and agents. However, Grantee shall not be liable for liability, claims, and damage to the extent caused by Grantor's negligence or willful misconduct.

Title to said lines and Facilities shall be and remain in said Grantee.

This Easement shall replace and supersede that certain Lease Agreement (TBS) dated March 1, 1990, by and between HBE Corporation, as Grantor(s) and Rocky Mountain Natural Gas Company, as Grantee, recorded in Reception # 429590 in the records of the Eagle County, Colorado Clerk and Recorder's office (the "Existing Easement").

Grantor hereby reserves the right to dedicate portions of the Easement or grant further easement interests in or to the Easement so long as such interests do not unreasonably and adversely affect the use of the Easement by Grantee, subject to the provisions hereof. Any subsequent Easements granted to third parties that either cross Grantee's gas lines/facilities or are situated within five (5) feet of Grantee's gas lines/facilities shall require written permission from Grantee, which shall not be unreasonably withheld. Grantee shall cause the Facilities to be constructed, operated, maintained and repaired in compliance with all applicable laws.

Grantee covenants and agrees to execute and deliver such documents as may be requested by Grantor to remove the Existing Easement from the real property records and Grantor and Grantee hereby covenant and agree that, to the extent the further documents or recordings are required to terminate the Existing Easement, Grantor and Grantee will execute such documents.

TO HAVE AND TO HOLD said Easement and rights aforesaid with all and singular, the rights, privileges, appurtenances, and immunities thereto belonging or in anyway appertaining unto Grantee its lessees, licensees, successors or assigns forever. This Easement shall run with the land and shall be binding upon Grantor and Grantor's heirs, personal representatives, successors and assigns. Grantee, its successors and assigns, will have the right to assign or transfer this Easement and right of way agreement in whole or in part. Grantor hereby represents, warrants and covenants that Grantor is the sole owner(s) of the above-described land, subject to existing matters of record and has all rights to grant this Easement.

IN WITNESS WHEREOF, this instrument has been executed on the day and year first above written.

**GRANTOR:**

**Epoch GCH Hockett Gulch Holdings LLC**



By: \_\_\_\_\_

Title: MANAGER

ACKNOWLEDGEMENT

STATE OF FLORIDA                     )  
  ) §  
COUNTY OF ORANGE                     )

On this 30<sup>th</sup> day of AUGUST, 2021, before me a Notary Public, duly commissioned and qualified in and for said county and state, personally came JUSTIN R. SAND, as MANAGER of Epoch GCH Hockett Gulch Holdings, LLC and acknowledged said instrument to be their free and voluntary act and deed.

WITNESS my hand and official seal in said county, state and date aforesaid.

My Commission Expires: \_\_\_\_\_  
(SEAL)



Cathy S. Kail  
Notary Public

After recording please mail to;  
Black Hills Energy  
96 Darrow St.  
Glenwood Springs, CO 81601  
Attn: David Gremel



EXHIBIT A

TBS EASEMENT DESCRIPTION

TRACT 50, SECTION 5

TOWNSHIP 5 SOUTH, RANGE 84 WEST OF THE 6TH P.M.  
COUNTY OF EAGLE, STATE OF COLORADO

40'X100' TOWN BORDER STATION

A 40'X100' WIDE PARCEL OF LAND SITUATED IN TRACT 50 IN SECTION 5, TOWNSHIP 5 SOUTH, RANGE 84 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF EAGLE, STATE OF COLORADO, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT A POINT ON THE WESTERLY PROPERTY LINE OF A PARCEL OF LAND DESCRIBED IN SPECIAL WARRANTY DEED RECORDED OCTOBER 7, 2020 AS RECEPTION NO. 202017962 WHENCE CORNER NO. 4 OF THE MONTGOMERY TRACT (A FOUND IN PLACE 2-1/2" BRASS CAP) BEARS S40°04'43"E A DISTANCE OF 528.48 FEET; THENCE ALONG SAID PROPERTY LINE N40°04'43"W A DISTANCE OF 100.00 FEET; THENCE LEAVING SAID PROPERTY LINE N49°55'17"E A DISTANCE OF 40.00 FEET WHENCE A FOUND REBAR AND 1-1/4" BLUE PLASTIC CAP LS37924 BEARS N70°26'57"E A DISTANCE OF 463.37 FEET; THENCE CONTINUING ALONG SAID TBS STATION S40°04'43"E A DISTANCE OF 100.00 FEET; THENCE S49°55'17"W A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL OF LAND CONTAINS 4,000 SQ. FT OR 0.092 ACRES MORE OR LESS.



↑

TRUE NORTH

COLORADO

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A LAND SURVEYING AND MAPPING COMPANY

BLACK HILLS ENERGY  
EPOCH GCH HOCKETT GULCH HOLDINGS LLC.  
TRACT 50, SECTION 5  
TOWNSHIP 5 SOUTH, RANGE 84 WEST OF THE 6TH P.M.  
COUNTY OF EAGLE, STATE OF COLORADO

TRUE NORTH COLORADO LLC.  
A LAND SURVEYING AND MAPPING COMPANY  
P.O. BOX 614 - 386 MAIN STREET UNIT 3  
NEW CASTLE, COLORADO 81647  
(970) 984-0474  
www.truenorthcolorado.com

PROJECT NO: 2021-299

DATE: JULY 27, 2021

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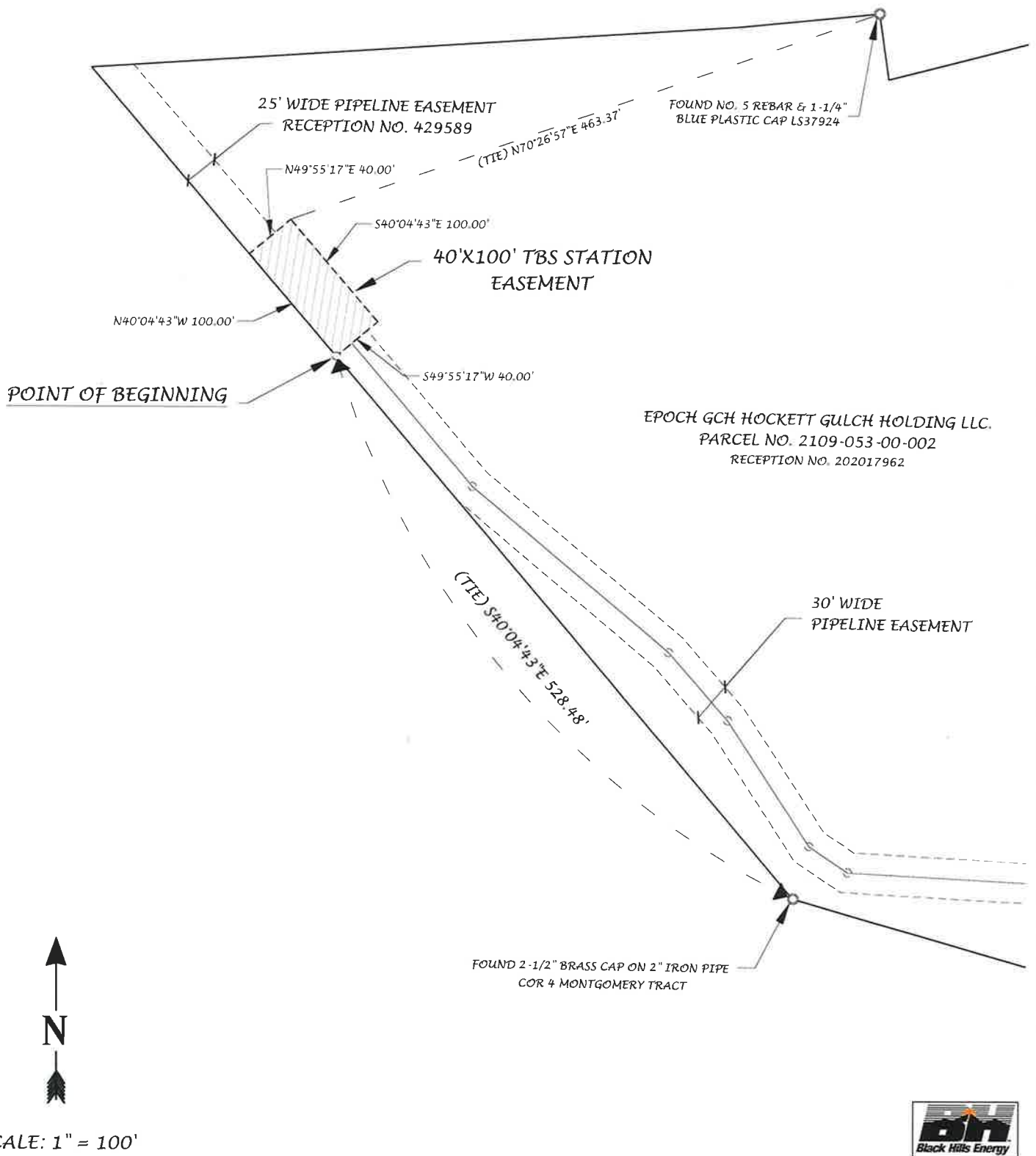
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1 OF 2

TBS EASEMENT PLAT

TRACT 50, SECTION 5

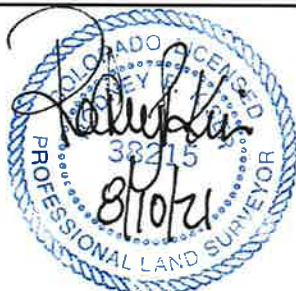
TOWNSHIP 5 SOUTH, RANGE 84 WEST OF THE 6TH P.M.  
COUNTY OF EAGLE, STATE OF COLORADO

STATE HIGHWAY NO. 6



  
**TRUE NORTH**  
COLORADO  
A LAND SURVEYING AND MAPPING COMPANY  


**BLACK HILLS ENERGY**  
**EPOCH GCH HOCKETT GULCH HOLDINGS LLC.**  
TRACT 50, SECTION 5  
TOWNSHIP 5 SOUTH, RANGE 84 WEST OF THE 6TH P.M.  
COUNTY OF EAGLE, STATE OF COLORADO



**TRUE NORTH COLORADO LLC.**  
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(970) 984-0474  
[www.truenorthcolorado.com](http://www.truenorthcolorado.com)

PROJECT NO: 2021-299

DATE: JULY 27, 2021

DRAWN

LDV

SURVEYED

LDV

SHEET  
2 OF 2

## EASEMENT FOR GAS LINES AND APPURTENANCES

THIS EASEMENT is made and entered into this 30th day of August, 2021, by and between **Epoch GCH Hockett Gulch Holdings, LLC** whose address is 295 Clayton Street, Suite 210-A Denver, CO 80206 "**GRANTOR**", and **Rocky Mountain Natural Gas LLC d/b/a Black Hills Energy**, whose address is 7001 Mount Rushmore Road, Rapid City, South Dakota 57702 "**GRANTEE**".

Grantor, in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt of which is hereby acknowledged, hereby grants, bargains, sells and conveys to Grantee, its lessees, licensees, successors and assigns, the non-exclusive right, privilege and perpetual Easement to enter upon the lands of Grantor to survey, construct, operate, patrol, inspect, maintain, alter, add pipes, repair, rebuild, replace and remove, on, under and over said lands, now or at any future time, lines and related facilities for the transmission and distribution of gas and all appurtenances and appliances necessary in connection therewith, including but not limited to aboveground valve settings or district regulator stations; herein being collectively referred to as "Facilities", together with the right of ingress and egress to and from the said lines of Grantee over the lands of Grantor so that Grantee may go to and from said lines from the public roads adjacent to Grantor's lands, which said lands of Grantor, situate in the County of Eagle in the State of Colorado, to wit:

Township 5 South, Range 84 West, 6<sup>th</sup> P.M.  
Section 5: A part of Tracts 49 and 50.

The Easement granted shall have a permanent width of thirty (30') feet together with additional temporary work-space twenty (20') in width adjacent to the permanent width as needed for construction, maintenance, or repair activities. The temporary work-space will become null and void one year after the natural gas pipelines have been put into service. The location of the thirty (30') feet permanent Easement is more generally described on "Exhibit A", attached hereto and incorporated by this reference.

In addition, the Easement granted shall include the right to use additional workspace at the crossing of existing easements, roads, railroads, streams, canals or uneven terrain alongside the easement and right of way as needed during the exercise of any of the rights granted in this Easement.

Grantee shall have all other rights and benefits necessary or convenient for the full enjoyment and use of the rights herein granted, including, but without limiting the same, the free and full right of ingress and egress over and across the streets to and from said Easement within Grantor's Hockett Gulch Subdivision as described in that certain Special Warranty Deed dated October 7, 2020, recorded in Reception # 202017962 in the records of the Eagle County Colorado Clerk and Recorder.

It is the intention of the parties hereto that Grantor is hereby conveying the uses herein specified without divesting himself, his heirs or assigns, of the right to use and enjoy the above described premises: PROVIDED, however, such use shall not, in the reasonable judgment of said Grantee, unreasonably interfere with or endanger the construction, safety, operation or maintenance of said pipelines and facilities, and provided further that Grantor shall not change the grade or contour of the easement and no building or structure shall be constructed on the Easement without written permission from Grantee.

Grantee, its successors and assigns, shall pay for any damage caused to land, growing crops, fences, livestock or other personal property of Grantor from the construction, operation or maintenance of said Facilities.

Grantee shall use standard industry construction practices to separate, preserve and maintain all topsoil disturbed during pipeline construction. Topsoil shall be separately stock piled and replaced over the right of way following construction. Grantee shall also restore the contour of all areas disturbed by its operations to conform as nearly as practical with the adjacent terrain. All areas disturbed by Grantee's operations shall be promptly recontoured, reseeded and restored using standard industry practices.



Grantee is given the right to trim, cut and clear away or otherwise control any trees, limbs, brush and vegetation on or adjacent to the above described Easement whenever in Grantee's reasonable judgment said trees, limbs, brush, or vegetation endanger the construction, safety, operation or maintenance of said lines. Notwithstanding anything in the foregoing paragraph, Grantee shall not be liable for damages to trees, undergrowth, brush and other obstructions where removal of said trees, undergrowth, brush and other obstructions is necessary to maintain the integrity of Grantee's lines or facilities.

Grantee agrees to defend, indemnify, and hold harmless Grantor from liability, claims, and damage caused by the negligent or wrongful acts of Grantee and/or Grantee's personnel, contractors, subcontractors, and agents. However, Grantee shall not be liable for liability, claims, and damage to the extent caused by Grantor's negligence or willful misconduct.

Title to said lines and facilities shall be and remain in said Grantee.

Grantor hereby reserves the right to dedicate portions of the Easement or grant further easement interests in or to the Easement so long as such interests do not unreasonably and adversely affect the use of the Easement by Grantee, subject to the provisions hereof. Any subsequent Easements granted to third parties that either cross Grantee's gas lines/facilities or are situated within five (5) feet of Grantee's gas lines/facilities shall require written permission from Grantee, which shall not be unreasonably withheld. Grantee shall cause the Facilities to be constructed, operated, maintained and repaired in compliance with all applicable laws.

Grantee covenants and agrees to execute and deliver such documents as may be requested by Grantor to remove the Existing Easement dated August 20<sup>th</sup>, 1982 and recorded in Book 344 at page 680, Reception # 241025 in the records of Eagle County Colorado Clerk and Recorder's office and Grantor and Grantee hereby covenant and agree that, to the extent the further documents or recordings are required to terminate the Existing Easement, Grantor and Grantee will execute such documents.

TO HAVE AND TO HOLD said Easement and rights aforesaid with all and singular, the rights, privileges, appurtenances, and immunities thereto belonging or in anyway appertaining unto Grantee its lessees, licensees, successors or assigns forever. This Easement shall run with the land and shall be binding upon Grantor and Grantor's heirs, personal representatives, successors and assigns. Grantee, its successors and assigns, will have the right to assign or transfer this Easement and right of way agreement in whole or in part. Grantor hereby represents, warrants and covenants that Grantor is the sole owner(s) of the above-described land, subject to existing matters of record and has all rights to grant this Easement.

IN WITNESS WHEREOF, this instrument has been executed on the day and year first above written.

**GRANTOR:**

**Epoch GCH Hockett Gulch Holdings, LLC**



By:

Title: **MANAGER**

ACKNOWLEDGEMENT

STATE OF FLORIDA                     )  
  ) §  
COUNTY OF ORANGE             )

On this 30<sup>th</sup> day of August, 2021, before me a Notary Public, duly  
commissioned and qualified in and for said county and state, personally came  
JUSTIN R. SAND, as MANAGER of Epoch GCH Hockett Gulch  
Holdings, LLC and acknowledged said instrument to be their free and voluntary act and deed.

WITNESS my hand and official seal in said county, state and date aforesaid.

My Commission Expires: \_\_\_\_\_  
(SEAL)



Cathy S. Kail  
Notary Public

After recording please mail to;  
Black Hills Energy  
96 Darrow St.  
Glenwood Springs, CO 81601  
Attn: David Gremel

EXHIBIT A

PIPELINE EASEMENT DESCRIPTION

TRACTS 49 & 50, SECTION 5  
TOWNSHIP 5 SOUTH, RANGE 84 WEST OF THE 6TH P.M.  
COUNTY OF EAGLE, STATE OF COLORADO

30' PIPELINE EASEMENT

A 30' WIDE STRIP OF LAND SITUATED IN TRACTS 49 & 50 IN SECTION 5, TOWNSHIP 5 SOUTH, RANGE 84 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF EAGLE, STATE OF COLORADO, LYING FIFTEEN (15) FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE;

BEGINNING AT A POINT FIFTEEN (15) NORTH AND EAST OF THE WESTERLY PROPERTY LINE OF A PARCEL OF LAND DESCRIBED IN SPECIAL WARRANTY DEED RECORDED OCTOBER 7, 2020 AS RECEPTION NO. 202017962 WHENCE CORNER NO. 4 OF THE MONTGOMERY TRACT (A FOUND IN PLACE 2-1/2" BRASS CAP) BEARS S38°27'11"E A DISTANCE OF 528.69 FEET; THENCE ALONG SAID CENTERLINE THE FOLLOWING TWELVE (12) COURSES;

- 1.) S40°04'43"E A DISTANCE OF 139.25 FEET (L1)
- 2.) S49°46'26"E A DISTANCE OF 191.67 FEET (L2)
- 3.) S41°03'53"E A DISTANCE OF 66.93 FEET (L3)
- 4.) S32°52'38"E A DISTANCE OF 111.89 FEET (L4)
- 5.) S56°08'04"E A DISTANCE OF 34.65 FEET (L5)
- 6.) S86°47'44"E A DISTANCE OF 370.58 FEET (L6)
- 7.) S87°54'29"E A DISTANCE OF 309.42 FEET (L7)
- 8.) S89°37'48"E A DISTANCE OF 84.28 FEET (L8)
- 9.) S73°22'00"E A DISTANCE OF 214.86 FEET (L9)
- 10.) S69°26'07"E A DISTANCE OF 255.33 FEET (L10)
- 11.) S79°53'11"E A DISTANCE OF 98.13 FEET (L11)
- 12.) S69°12'03"E A DISTANCE OF 141.65 FEET (L12) TO THE POINT OF TERMINUS ON THE EASTERLY PROPERTY LINE OF SAID PARCEL OF LAND WHENCE THE SOUTHEAST CORNER OF SAID PROPERTY (A FOUND NO.5 REBAR & 1-1/2" ALUMINUM CAP LS23089) BEARS S03°27'58"W A DISTANCE OF 192.20 FEET.

THE SIDELINES OF SAID STRIP OF LAND ARE TO BE TRIMMED OR EXTENDED AT THE EASTERLY PROPERTY LINE OF SAID PARCEL OF LAND.

SAID STRIP OF LAND CONTAINS 60,559 SQ. FT OR 1.390 ACRES MORE OR LESS.



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TRUE NORTH

COLORADO

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A LAND SURVEYING AND MAPPING COMPANY

BLACK HILLS ENERGY  
EPOCH GCH HOCKETT GULCH HOLDINGS LLC.  
TRACTS 49 & 50, SECTION 5  
TOWNSHIP 5 SOUTH, RANGE 84 WEST OF THE 6TH P.M.  
COUNTY OF EAGLE, STATE OF COLORADO

PROFESSIONAL LAND SURVEYOR

38215

8/10/21

TRUE NORTH COLORADO LLC.  
A LAND SURVEYING AND MAPPING COMPANY  
P.O. BOX 614 - 386 MAIN STREET UNIT 3  
NEW CASTLE, COLORADO 81647  
(970) 984-0474  
www.truenorthcolorado.com

PROJECT NO: 2021-299

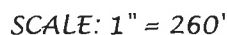
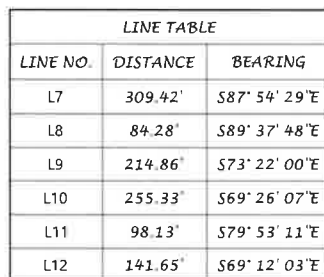
DATE: JULY 27, 2021

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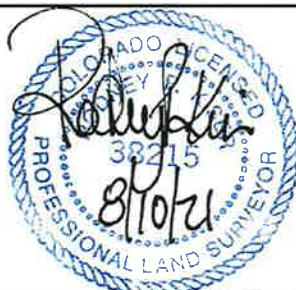
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1 OF 2

TRACTS 49 & 50, SECTION 5  
TOWNSHIP 5 SOUTH, RANGE 84 WEST OF THE 6TH P.M.  
COUNTY OF EAGLE, STATE OF COLORADO



**BLACK HILLS ENERGY  
EPOCH GCH HOCKETT GULCH HOLDINGS LLC.  
TRACTS 49 & 50, SECTION 5  
TOWNSHIP 5 SOUTH, RANGE 84 WEST OF THE 6TH P.M.  
COUNTY OF EAGLE, STATE OF COLORADO**



**TRUE NORTH COLORADO LLC.**  
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NEW CASTLE, COLORADO 81647  
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[www.truenorthcolorado.com](http://www.truenorthcolorado.com)

PROJECT NO: 2021-299	DRAWN	SHEET 2 OF 2
	LDV	
DATE: JULY 27, 2021	SURVEYED	
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