
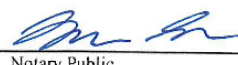


<b>EASEMENT AGREEMENT</b>		STATE OF TENNESSEE COUNTY OF HAMILTON  I hereby swear or affirm that the actual consideration for this transfer or value of the property transferred, whichever is greater, is \$10.00, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.
File No: 23-2895		<div style="text-align: right;">             Affiant         </div> <div style="text-align: right;">           Subscribed and sworn to before me, this the <u>2<sup>nd</sup></u> day of <u>May</u>, 2025.         </div> <div style="text-align: right;">             Notary Public — _____            My commission expires: <u>10/4/27</u>            (SEAL)         </div>
<b>THIS INSTRUMENT WAS PREPARED BY</b> Cumberland Title & Guaranty Company, I.L.C 200 E. 8 <sup>th</sup> Street, Chattanooga, TN 37402		
ADDRESS OF OWNER OF BENEFITED LAND:  Jonathan Squire Headrick and Walter Lane Headrick	SEND TAX BILLS TO:  Same	MAP-PARCEL NUMBERS  098-060
(NAME) 377 Henson Gap Road	(NAME)	
(ADDRESS) Soddy Daisy, TN 37379	(ADDRESS)	
(CITY) (STATE) (ZIP)	(CITY) (STATE) (ZIP)	
ADDRESS OF OWNER OF BURDENED LAND:  Shannon Kelly	SEND TAX BILLS TO:  Same	MAP-PARCEL NUMBERS  098-061 098-061.01
(NAME) 215 West Ridgewood Avenue	(NAME)	
(ADDRESS) Chattanooga, TN 37415	(ADDRESS)	
(CITY) (STATE) (ZIP)	(CITY) (STATE) (ZIP)	

**EASEMENT AGREEMENT**

**THIS EASEMENT AGREEMENT** is made and entered into as of this 2<sup>nd</sup> day of May, 2025, by and between, Shannon Kelly, hereinafter referred to as "Kelly" and

Jonathan Squire Headrick and Walter Lane Headrick, hereinafter referred to as "Headrick" as the "Grantors" and "Grantees" under this Easement Agreement; together said Grantors and Grantees shall be known as the "Parties":

**WITNESSETH:**

**WHEREAS**, Kelly is the record owner of the real property described in Book 13475, Page 111, Register's Office of Hamilton County, Tennessee; and being more particularly described as follows of which a portion shall be known as the "Burdened Land":

LOCATED IN THE FIRST AND THIRD CIVIL DISTRICT OF HAMILTON COUNTY, TENNESSEE, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**TRACT ONE (1):**

Beginning at a double pine on the top of the bluff of Walden's Ridge which is the Margaret Brown Northwest corner; thence Eastwardly with the Margaret Brown North line Thirty seven Hundred (3700) feet, more or less, to a planted stone in a hollow in the J. B. Brown West line; thence North along said J. B. Brown's West line One thousand Two hundred Thirty-seven and five tenths (1237.5) feet Seventy-five (75 poles), more or less, to a stake; thence Westwardly along the said South line of George Combs and the South line of the Headrick tract and parallel with the Margaret Brown North line Thirty-seven hundred (3700) feet, more or less, to the top of the bluff of Walden's Ridge; thence Southwardly with the top of said bluff One Thousand Two Hundred Thirty-Seven and five tenths (1237.5) feet, more or less, to the point of beginning, and containing One Hundred Six (106) acres, more or less.

EXCEPTING AND EXCLUDING THEREFROM the following described parcel of land; BEGINNING at the Southeastern corner of the tract of land above described, and running thence Northwardly along the Eastern line thereof a distance of Two Hundred Ninety- Seven and five tenths (297.5) feet; thence westwardly, parallel with the Southern line of said tract, a distance of Two Hundred eighty and Ninety-Five One Hundredths (280.95) to a point; thence Southwardly a distance of Two Hundred Fifty (250) feet, more or less, to a point in the South line of said tract, located Four Hundred Twenty-Eight and Four Tenths (428.4) feet Westwardly of the Beginning point; thence Eastwardly along the South line of said tract said distance of four Hundred Twenty-eight and Four tenths (428.4) feet to the point of beginning.

**TRACT TWO (2):**

BEGINNING at a stone pile in the East line of the Marshall Hancock One Hundred Six (106) acres tract, Mobray's Southwest corner, which is North One (01) degree Fifty-seven (57) minutes East Twenty-six and Nine Tenths (26.9) feet from Marshall Hancock's Southeast corner; thence North One (01) degree Fifty-seven (57) minutes East Five Hundred Ninety-five (595) feet to an iron pin; thence South fifty-eight (58) degrees Twenty (20) minutes East Four Hundred

Twenty-Eight and four tenths (428.4) feet to an iron pin twenty-five (25) feet from the center line of the right-of-way of Mountain Creek Road; thence South Thirty-two (32) degrees Ten (10) minutes West with said right-of-way five Hundred (500) feet to an iron pin; thence North Sixty-three (63) degrees West One Hundred Thirty-Three and Five Tenths (133.5) feet to the beginning, containing Three and two tenths (3.2) acres.

EXCEPTING AND EXCLUDING THEREFROM a parcel of land described as: BEGINNING at the Southeast corner of said tract, and running Northwardly along the East line thereof a distance of Two Hundred fifty (250) feet; thence Westwardly, a distance of Two Hundred Eighty and Ninety-Five Hundredths (280.95) feet to a point in the Western line of said tract, located Two Hundred, Ninety- Seven and five tenths (297.5) feet Northwardly of the Southwest corner thereof; thence southwardly along the Western line of said tract said distance of Two Hundred Ninety-Seven and Five tenths (297.5) feet to its Southwestern corner; thence Eastwardly along the Southern line of said tract a distance of One Hundred Thirty-three and five tenths (133.5) to the point of beginning.

THE ABOVE TRACTS ALSO BEING DESCRIBED AS:

TRACT ONE (1):

Beginning at an iron pin set at the top of the ridge and also in the southern right of way of East Brow Road thence S 84°04'00" E a distance of 2775.87' to an iron pipe thence S 02°50'47" W a distance of 518.87' to an iron pipe thence S 57°37'50" W a distance of 364.54' to an iron pin thence S 20°45'14" W a distance of 266.70' to an iron pipe thence N 85°17'49" W a distance of 3054.37' and passing through a double pine tree stump at top of the ridge to the right of way of East Brow road to an iron pin thence along said right of way the following calls: N 26°32'56" E a distance of 29.50' to a point thence with a curve turning to the right with an arc length of 362.55', with a radius of 945.50', with a chord bearing of N 38°17'22" E, with a chord length of 360.33', to a point thence N 45°29'06" E a distance of 69.18' to a point thence with a curve turning to the left with an arc length of 535.96', with a radius of 1661.31", with a chord bearing of N 35°40'08" E, with a chord length of 533.64', to a point thence N 28°47'00" E a distance of 49.22' to a point on the top of the ridge thence leaving said right of way and along the the line of Cofer (5823-512) N 59°50'58" E a distance of 34.16' to a point on the top of the ridge thence N 71°19'03" E a distance of 13.02' to a point on the top of the ridge thence N 27°51'03" E a distance of 26.31' to a point on the top of the ridge thence N 06°02'41" E a distance of 22.55' to a point on the top of the ridge thence N 09°56'25" E a distance of 31.02' to a point on the top of the ridge thence N 23°05'10" E a distance of 73.22' to an iron pin which is the point of beginning, having an area of 69.88 acres, as shown on survey by Doyle A McCracken TN RLS #745 dated July 2022.

TRACT TWO (2):

Beginning at a iron pin in the northern right of way of Mountain Creek Road thence along said right of way S 34°03'09" W a distance of 283.75' to a iron pipe thence N 51°38'56" W a distance of 283.50' to an iron pin thence N 73°36'57" W a distance of 318.89' to an iron pin thence N 57°37'50" E a distance of 364.54' to an iron pipe thence S 59°13'02" E a distance of 441.46' to an iron pin which is the point of beginning, having an area of 3.17 acres as shown on survey by

Doyle A McCracken TN RLS #745 dated July 2022.

Tax Parcel Nos. 098-061 and 098-061.01

**WHEREAS**, Headrick is the record owner of the real property described in Book 4809, Page 363, Register's Office of Hamilton County, Tennessee; and being more particularly described as follows and known as the "Benefited Land":

LOCATED IN THE THIRD CIVIL DISTRICT OF HAMILTON COUNTY, TENNESSEE:

A tract of land located on the side of Walden's Ridge, described as follows: Beginning at a stone, the Northwest corner of the Maggie Walker 100 Acre tract at the Main bluff of Walden's Ridge; running thence South 89 degrees East, 3400 feet, more or less. To the stone marked (x), the Northeast corner of the said Maggie Walker Tract, and in the West line of the now or formerly James B. Brown lands ( which stone is North 1 degree 17 minutes East 75 poles from the Southeast corner of the Maggie Walker 100 Acre tract, being the Southeast corner of the original tract); thence North 1 degree 17 minutes East with and along the now or formerly James B. Brown West line 3887 feet to a marked stone, hickory, chestnut and sourwood pointer, a corner with the said Brown lands; thence North 31 degrees East, continuing with Brown's West line and passing through a large gun-boat, shaped rock 3090 feet to a white oak, James B. Brown's corner: thence North 54 degrees West 50 poles, more or less, to a stone at the main bluff of Walden's Ridge: thence in a Southwestwardly direction with and along the main bluff of Walden's Ridge to the beginning, containing 265 acres, be the same, more or less. EXCLUDING THEREFROM property conveyed by Deeds executed by Walter W. Headrick and Wife, Mary Headrick, as follows: Deed Book 1716, Page 375; Deed Book 1661, Page 212; Deed Book 1661, Page 219; Deed Book 1661, Page 216; Deed Book 1661, Page 214; Deed Book 1661, Page 213; Deed Book 1661, Page 210; Deed Book 1661, Page 211; Deed Book 1661, Page 215; Deed Book 1661, Page 220; Deed Book 1661, Page 218.

Tax Parcel No. 0098-060

**WHEREAS**, the Parties desire to grant, create and establish a certain perpetual, non-exclusive easement for vehicular and pedestrian ingress and egress, drive construction, and public utility installation and service; and maintenance, indemnity and upkeep; across the Burdened Land, to and from their respective properties and Mountain Creek Road: and

**NOW, THEREFORE**, in consideration of the premises herein contained and of other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, Kelly does hereby grant, create and establish unto Headrick, a temporary, conditional (as described below), non-exclusive ingress/egress easement, license, right and privilege of passage and use, for both vehicular and pedestrian traffic and installation and maintenance of public utilities and service; upon a portion of the Burdened Land, which is shown as cross-hatched on that certain survey by Doyle A. McCracken TN RLS #745, dated January 22, 2025, attached hereto as Exhibit "A". Once an actual shared roadway is completely constructed that sufficiently connects Mountain Creek Road to the Headrick property, then the easement shall become permanent and shall be defined as Twenty-Five (25') Feet on both sides of the centerline

of said roadway, resulting in a Fifty-Foot (50') easement area. Whoever elects to construct the roadway shall consult with Kelly to obtain her approval of the location, materials, grading and all other matters related to the construction of the roadway. If Kelly elects to construct the shared roadway before Headrick sells their property to a third party, Headrick shall pay 50% of the construction costs associated with the shared portion of the roadway to be paid to Kelly once Headrick sells their property to a third party. If Kelly elects to construct the roadway after Headrick sells the property to any third party, the third-party owners of benefited property shall pay 50% of the construction costs associated with the shared portion of the roadway. Kelly shall notify the third-party owners and Headrick in advance of all planned construction of the shared roadway to arrange financial and payment obligations. If Headrick or any third party owners of benefited property elect to construct the roadway before Kelly, Headrick or any third party shall pay 100% of the construction costs associated with the shared portion of the roadway. Once the roadway is constructed, all parties with rights to use said roadway shall pay an annual maintenance fee to Kelly in the amount of Two Thousand Dollars (\$2,000.00) for the maintenance of said roadway. This amount may be increased or decreased annually after an analysis of actual maintenance costs is completed, and taking into consideration rising or falling costs due to inflation or deflation. In this case, the annual fee will be increased/decreased to cover the actual costs and any deficiencies from the prior year shall be fully funded by the parties. Any overage shall be disbursed to the parties. Any party causing damage to the roadway shall be solely responsible for the repair of said damage to restore the roadway to its previous condition. Furthermore, once the roadway is constructed, Headrick, or their successors in title, shall at all times maintain an indemnity insurance policy for the benefit of Kelly as the named insured in an amount no less than One Million Dollars (\$1,000,000.00) for any possible liability associated with the easement granted to Headrick. Should any of these obligations be violated, the party enforcing the obligation shall send the violating party notice of said violation. The violating party shall have 30 days to cure said violation. If the violation is not cured within the 30-day time period, the party enforcing the obligation may file a lien for the amount required to cure the violation against the violating party which shall be a lien against the real property of the violating party. Notice shall be provided to the address of the violating party as per the address shown in the tax assessor records of Hamilton County, Tennessee. Should an access drive be built which is acceptable to the City and/or County, Kelly agrees to dedicate said road as a public right of way. In the event the access drive is dedicated to the City and/or County and such governmental body assumes all maintenance responsibilities of all elements of the easement area, then this Easement Agreement shall terminate.

The covenants contained in this Agreement are not personal but will run with the various lands of the Parties and the title to such properties, and be binding on the Parties, their respective heirs, successors, assigns, tenants, licensees, visitors, invitees and any person who shall, after the effective date of this instrument, acquire title to or use the properties described herein. The covenants contained in this Agreement shall inure to the benefit of the successors in interest of Parties with respect to the easement herein contained. This Agreement shall run with and be a burden upon the properties of the Parties and shall be appurtenant to the properties of the Parties, as applicable. If a party conveys, transfers, assigns, or otherwise disposes of their respective interest in their properties, they shall thereupon be released and discharged from any and all liabilities or obligations which may thereafter arise relating to this Agreement, and such liabilities and obligations shall be binding on the successor in title to the Party.

The Parties warrant that they are the owners of the properties ascribed unto them herein, that they are free and clear from all encumbrances which would adversely affect the easements granted pursuant to this Agreement, and will forever defend the other Parties, their successors and/or assigns, against any adverse claims of all persons whomsoever claiming by, through or under the Party, but not otherwise.

This Agreement may be amended or modified only by an instrument in writing executed by all of the then record owners of the various lands described herein. All the obligations created in this Agreement are intended to be and shall be binding upon the successors and assigns of the Parties.

IN WITNESS WHEREOF, the Parties have hereunto executed this Agreement as of the date first above written.

  
Shannon Kelly

STATE OF TENNESSEE  
COUNTY OF HAMILTON

On this 2<sup>nd</sup> day May, 2025, before me personally appeared Shannon Kelly, to me, known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.



NOTARY PUBLIC

Commission Expires: 10/4/27



  
Jonathan Squire Headrick

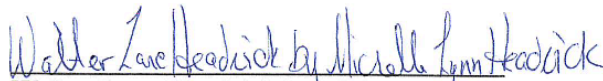
STATE OF TENNESSEE  
COUNTY OF HAMILTON

On this 2<sup>nd</sup> day May, 2025, before me personally appeared Jonathan Squire Headrick, to me, known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

  
NOTARY PUBLIC

Commission Expires: 10/4/27



  
Walter Lane Headrick by Michelle Lynn Headrick  
Headrick, his Attorney-In-Fact

STATE OF TENNESSEE  
COUNTY OF HAMILTON

On this 2<sup>nd</sup> day May, 2025, before me personally appeared Michelle Lynn Headrick as Attorney in Fact for Walter Lane Headrick, to me, known to be the person (or persons) described in and who executed the foregoing instrument on behalf of Walter Lane Headrick, and acknowledged that she executed the same as her free act and deed under the authority granted to her as Attorney in Fact for Walter Lane Headrick.

  
NOTARY PUBLIC

Commission Expires: 10/4/27



3RD CIVIL DIST:HAMILTON CO., TN  
TAX MAP 98 PAR. 60.00, \$1.08, \$1.00  
D.B. 4809 PG. 363 & D.B18475 PG.113  
JANUARY 2025

JANUARY 2025

11/11/2019

3054.37

**LEGEND**

- IRON PIN OLD
- IRON PIN NEW
- X FENCE

AGENT	OR	OWNER
AGENT	OR	OWNER
AGENT	OR	OWNER

SHANNON NEWELL  
215 W 16100 WALKER AVE  
CHATTANOOGA, TN 37419  
423.636.6421

**INVESTIGATION FOR DOMESTIC VIOLENCE**

Each year, the FBI receives thousands of reports of domestic violence. Registrations based on the provisions of T.C.A. §§ 40-1 and 40-2, §§ 40-3, §§ 40-4, §§ 40-5, §§ 40-6, §§ 40-7, §§ 40-8, §§ 40-9, §§ 40-10, §§ 40-11, §§ 40-12, §§ 40-13, §§ 40-14, §§ 40-15, §§ 40-16, §§ 40-17, §§ 40-18, §§ 40-19, §§ 40-20, §§ 40-21, §§ 40-22, §§ 40-23, §§ 40-24, §§ 40-25, §§ 40-26, §§ 40-27, §§ 40-28, §§ 40-29, §§ 40-30, §§ 40-31, §§ 40-32, §§ 40-33, §§ 40-34, §§ 40-35, §§ 40-36, §§ 40-37, §§ 40-38, §§ 40-39, §§ 40-40, §§ 40-41, §§ 40-42, §§ 40-43, §§ 40-44, §§ 40-45, §§ 40-46, §§ 40-47, §§ 40-48, §§ 40-49, §§ 40-50, §§ 40-51, §§ 40-52, §§ 40-53, §§ 40-54, §§ 40-55, §§ 40-56, §§ 40-57, §§ 40-58, §§ 40-59, §§ 40-60, §§ 40-61, §§ 40-62, §§ 40-63, §§ 40-64, §§ 40-65, §§ 40-66, §§ 40-67, §§ 40-68, §§ 40-69, §§ 40-70, §§ 40-71, §§ 40-72, §§ 40-73, §§ 40-74, §§ 40-75, §§ 40-76, §§ 40-77, §§ 40-78, §§ 40-79, §§ 40-80, §§ 40-81, §§ 40-82, §§ 40-83, §§ 40-84, §§ 40-85, §§ 40-86, §§ 40-87, §§ 40-88, §§ 40-89, §§ 40-90, §§ 40-91, §§ 40-92, §§ 40-93, §§ 40-94, §§ 40-95, §§ 40-96, §§ 40-97, §§ 40-98, §§ 40-99, §§ 40-100, §§ 40-101, §§ 40-102, §§ 40-103, §§ 40-104, §§ 40-105, §§ 40-106, §§ 40-107, §§ 40-108, §§ 40-109, §§ 40-110, §§ 40-111, §§ 40-112, §§ 40-113, §§ 40-114, §§ 40-115, §§ 40-116, §§ 40-117, §§ 40-118, §§ 40-119, §§ 40-120, §§ 40-121, §§ 40-122, §§ 40-123, §§ 40-124, §§ 40-125, §§ 40-126, §§ 40-127, §§ 40-128, §§ 40-129, §§ 40-130, §§ 40-131, §§ 40-132, §§ 40-133, §§ 40-134, §§ 40-135, §§ 40-136, §§ 40-137, §§ 40-138, §§ 40-139, §§ 40-140, §§ 40-141, §§ 40-142, §§ 40-143, §§ 40-144, §§ 40-145, §§ 40-146, §§ 40-147, §§ 40-148, §§ 40-149, §§ 40-150, §§ 40-151, §§ 40-152, §§ 40-153, §§ 40-154, §§ 40-155, §§ 40-156, §§ 40-157, §§ 40-158, §§ 40-159, §§ 40-160, §§ 40-161, §§ 40-162, §§ 40-163, §§ 40-164, §§ 40-165, §§ 40-166, §§ 40-167, §§ 40-168, §§ 40-169, §§ 40-170, §§ 40-171, §§ 40-172, §§ 40-173, §§ 40-174, §§ 40-175, §§ 40-176, §§ 40-177, §§ 40-178, §§ 40-179, §§ 40-180, §§ 40-181, §§ 40-182, §§ 40-183, §§ 40-184, §§ 40-185, §§ 40-186, §§ 40-187, §§ 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40-461, §§ 40-462, §§

ADVICE TO JURY: DO NOT SPECULATE

[illegible]

For boundary and topographic aspects of this survey, ICK national data was observed on between the dates of 16-07-2022 to 17-07-2025. The data was collected from the ICK station, which is a 500KVA GPRS base station. The grid coordinates of the Fixed Station (GPRS) station were derived using a VHS network of CORS stations referenced to NAD 83 (2011) (EPOCH 2010),  $\pm 10$  cm.

Posterior accuracy of the GRS vectors was not observed.  $\pm 0.042$ ,  $\pm 0.0594$ .

Combined One Station: 1.000000000 centered on Fixed

Doyle A. McCracken  
362 McCracken Rd. S.E.  
Cleveland, TN. 37323  
423-518-1789  
TN DIS. #745

I hereby certify that this is a category 2 survey, and that the ratio of precision of the unadjusted survey is 1:2500 or shown below.

52-22-1



