

This instrument prepared by:
Alvin L. Harris
201 Fourth Avenue, North, Suite 1930
Nashville, TN 37219

COST SHARING AND EASEMENT AGREEMENT

This Cost Sharing and Easement Agreement (the "Agreement") is made by and between Oakhall Homeowners Association, Inc. ("Oakhall I HOA") and Oakhall II Owners' Association, Inc. ("Oakhall II OA") effective the 1ST day of JANUARY, 2017 (the "Effective Date").

WHEREAS, Oakhall I HOA is a nonprofit Tennessee corporation which is the duly formed governing body of that certain single family residential subdivision located in Wilson County, Tennessee known as Oakhall I;

WHEREAS, Oakhall II OA is a nonprofit Tennessee corporation which is the duly formed governing body of that certain residential subdivision located in Wilson County, Tennessee known as Oakhall II;

WHEREAS, Oakhall I and Oakhall II are located adjacent to each other; and

WHEREAS, the parties desire to enter into an agreement to share expenses related to the common area located within both Oakhall I and Oakhall II, and to grant easements to the residents of Oakhall I and Oakhall II for access and use of common areas in each subdivision (said common areas being hereinafter collectively referred to as the "Common Area").

NOW, THEREFORE, in consideration of these premises, the mutual promises contained herein, and other good and valuable consideration the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Grant of Easement. Oakhall I HOA hereby grants to the residents of Oakhall II an easement for access, use and enjoyment of the Common Area within Oakhall I. Oakhall II OA hereby grants to the residents of Oakhall I an easement for access, use and enjoyment of the Common Area within Oakhall II. The easements granted herein shall run with the land and be binding upon the parties' successors and assigns, and upon the owners and residents of property within Oakhall I and Oakhall II.

2. Maintenance and Cost Sharing. Oakhall I HOA perform and pay for the repair and maintenance of the Common Area within both Oakhall I and Oakhall II and the improvements thereon according to the standards required by the respective governing documents for Oakhall I and Oakhall II. Oakhall II OA hereby grants an access easement to Oakhall I HOA over, across, under and through the Common Area within Oakhall II for the

purpose of performing maintenance on and repairs to Common Area within Oakhall II and the improvements thereon.

In consideration of the fact that residents of both Oakhall I and Oakhall II will benefit from the cost of maintaining and repairing the Common Area, Oakhall I HOA and Oakhall II OA shall share the costs associated with such repairs maintenance, as well as certain other expenses associated with the Common Area (the "Shared Costs"). The Shared Costs shall be divided *pro rata* based on the total number of homes within Oakhall I and Oakhall II which are not owned by a developer of either subdivision. As of the date of this Agreement, Oakhall I HOA shall be responsible for fifty-six percent (56%) of the Shared Costs and Oakhall II OA shall be responsible for forty-four percent (44%) of the Shared Costs. Oakhall I HOA shall invoice Oakhall II OA quarterly for Oakhall II OA's portion of the Shared Costs. Such invoices shall be due within thirty (30) days. The *pro rata* division of the Shared Costs shall be adjusted quarterly (if necessary).

3. Shared Costs. The Shared Costs shall include the costs associated with the repair, maintenance and upkeep of the Common Area including without limitation repair and maintenance of the entrance gates, entrance monuments, entrance landscaping to Oakhall I, entrance landscaping to Oakhall II which includes the gazebo common area; telephone, electricity, water and any other utility costs associated with the Common Area; the cost of snow and ice removal for the Common Area; premiums for property and casualty insurance for the Common Area; subject to approval from both parties, the cost of a reserve study for improvements on the Common Area; and the cost of paving, maintenance and repair of the portion of Oakhall Drive from the entrance to Oakhall I to the boundary of Oakhall II. Shared Costs shall also include costs associated with maintenance of future improvements, subject to approval from both parties.

4. Term and Termination. This Agreement shall become effective when it has been executed by authorized representatives of both parties and shall continue in perpetuity unless terminated for cause or by mutual agreement of the parties. For purposes of this Agreement, "cause" is defined as the material breach of this Agreement. Upon the occurrence of a material breach, the non-breaching party shall notify the other party in writing. Said notice shall describe the breach in sufficient detail so as to allow the other party to understand what is necessary to cure the breach. The party receiving such notice shall have a reasonable time within which to cure the breach but in no event less than thirty (30) days. If the default is not cured within a reasonable time, the non-breaching party may terminate this Agreement by giving written notice to the other party.

5. Governing Law, Venue, Default. This Agreement shall be interpreted and governed by the laws of the State of Tennessee, including Tennessee choice of law principles. Each of the parties acknowledges that the other party may seek all available legal and equitable

remedies to enforce the terms of this Agreement, including, but not limited to, injunctive relief and specific performance when available under Tennessee law. All disputes arising under this Agreement shall be resolved in a court of competent jurisdiction located in Wilson County, Tennessee. In any such lawsuit, the substantially prevailing party shall be entitled to an award of all reasonable attorneys' fees and expenses incurred by it in connection with such lawsuit and the events and circumstances giving rise to claims and defenses in the lawsuit.

6. Entire Agreement. This Agreement represents the entire agreement between the parties. Any prior representations, warranties or other communications between the parties are superseded by this Agreement. Any modification of this Agreement must be in writing and signed by authorized representatives of both parties.

OAKHALL HOMEOWNERS ASSOCIATION, INC.

By: William Ashworth
President

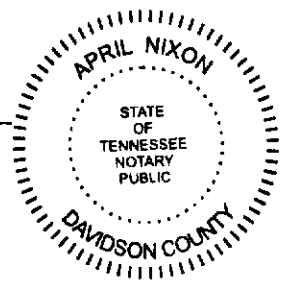
STATE OF TENNESSEE
COUNTY OF Davidson

Before me, the undersigned Notary Public in and for the County and State aforesaid, personally appeared William Ashworth, with whom I am personally acquainted (or upon proof to me of satisfactory evidence), and acknowledged himself/herself to be President of Oakhall Homeowners Association, Inc., one of the within named bargainors, and that he/she as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing his/her name as President of Oakhall Homeowner's Association, Inc.

Witness my hand and seal this 13th day of March, 2017.

[Signature]
Notary Public

My commission expires: 9-11-2017



OAKHALL II OWNERS' ASSOCIATION, INC.

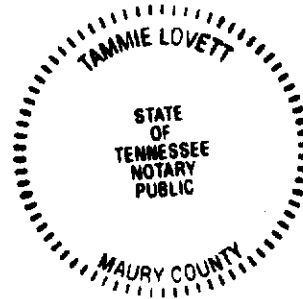
By: Leigh Shepherd
Leigh Shepherd, President
Managing Member BOB

STATE OF TENNESSEE)
COUNTY OF Maury)

Before me, the undersigned Notary Public in and for the County and State aforesaid, personally appeared Leigh Shepherd, with whom I am personally acquainted (or upon proof to me of satisfactory evidence), and acknowledged himself/herself to be President of Oakhall II Owners' Association, Inc., one of the within named bargainors, and that he/she as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing his/her name as President of Oakhall II Owners' Association, Inc.

Witness my hand and seal this 17 day of March, 2017.

Tammie Lovett
Notary Public
My commission expires: 12-28-20



BK/PG: 1753/2329-2332
17608195

4 PGS:AL-AGREEMENT	
JILL BATCH: 366083	
04/10/2017 - 09:21 AM	
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	20.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	22.00

STATE OF TENNESSEE, WILSON COUNTY
JOHN B SPICKARD
REGISTER OF DEEDS