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Cathelene Robinson
Clerk of Superior Court
Fulton County, Georgia

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RETURN TO: SSS
MOORE INGRAM JOHNSON & STEELE, LLP
EMERSON OVERLOOK
326 ROSWELL STREET
MARIETTA, GA 30060

EASEMENT AND COST SHARING AGREEMENT

This Agreement is made and entered into this 17 day of Nov, 2015, by and between BLUE VALLEY COMMUNITY ASSOCIATION, INC., a Georgia nonprofit corporation and NORTHPOINT FOREST, LLC, a Georgia Limited Liability Company and NORTHPOINT FOREST HOMEOWNERS ASSOCIATION, INC. (hereinafter collectively referred to as "Northpoint").

WITNESSETH:

WHEREAS, Northpoint Forest, LLC is the owner of certain property in Fulton County, (hereinafter the "Northpoint Property"), said property being more particularly described on the Declaration of Protective Covenants, Conditions, Restrictions and Easements for Northpoint Forest, recorded April 23, 2015, in Deed Book 54858, Page 439, Records of Fulton County, Georgia (hereinafter the "Northpoint Property"); and

WHEREAS, the Northpoint Property is located in close proximity to Blue Valley Subdivision, said property being more particularly described in that certain Declaration of Covenants, Conditions and Restrictions for Blue Valley, recorded May 5, 2011 in Deed Book 50037, Page 260, Records of Fulton County, Georgia and also March 3, 2006 in Deed Book 8604, Page 1, Records of Cherokee County, Georgia (hereinafter referred to as the "Blue Valley Property"); and

WHEREAS, Northpoint Forest, LLC has developed the Northpoint Property as a subdivision; and

WHEREAS, Northpoint desires to enter into this agreement so that it, or its successors and assigns, have the right to use the amenities/recreational facilities which are located on the Blue Valley Property; and

WHEREAS, Blue Valley Community Association, Inc. (the "Association") and Northpoint deem it in the best interest of all owners of lots located on the Blue Valley Property and the owners of lots to be developed on the Northpoint Property (hereinafter the "Owners") to enter into this Easement and Cost Sharing Agreement to govern the use of the amenities package/recreation areas located on the Blue Valley Property; and

WHEREAS, the Association has the authority to enter into this Agreement pursuant to authority granted in Article 5.6 of that certain Declaration of Covenants, Conditions and Restrictions for Blue Valley recorded in Deed Book 50037, Page 260, Records of Fulton County, Georgia and Northpoint has the authority pursuant to Section 1.9 and 4.14 of the Declaration of Protective Covenants, Conditions, Restrictions and Easements for Northpoint Forest, recorded April 23, 2015, in Deed Book 54858, Page 439, Records of Fulton County, Georgia.

FOR AND IN CONSIDERATION OF THE SUM OF TEN AND NO/100 DOLLARS (\$10.00), the mutual covenants contained herein and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound agree as follows:

1.

The Board of Directors of Blue Valley Community Association, Inc. have resolved and agreed that it is in the best interest of Blue Valley Community Association, Inc. and the owners of lots in Blue Valley Subdivision to grant Owners the right to use any and all amenity areas and recreation facilities located on the Blue Valley Property (the "Facilities") and do hereby grant such rights as well as any and all easements to Northpoint and Owners to use the Facilities.

2.

In consideration of Blue Valley Community Association, Inc. granting use of the Facilities to Owners, Northpoint, its successors and assigns, hereby agree to pay an annual amount equal to Eight Thousand Five Hundred Dollars (\$8,500.00) to Blue Valley Community Association, Inc. on or before January 15th of each year (the "Use Fee"). The Use Fee may be raised by Blue Valley Community Association, Inc. no more than five percent (5%) per year without obtaining the consent of Northpoint, its successors and assigns. All payments should be sent to the address of Blue Valley Community Association, Inc. as same is shown on the Secretary of State.

3.

The Use Fee must be paid on or before January 15th of each year or such other date as may be set by the Board of the Association to the address on record at the Secretary of State for

the Association, or such other address as may be set by the Board of the Association. The initial Use Fee shall be paid on or before January 15, 2016.

4.

By execution of this Recreation Use Agreement, Owners understand that they are subject to and bound by all rules and regulations formulated for the Facilities and failure to comply with same could result in Blue Valley Community Association, Inc. suspending the use of the Facilities of the offending Owner for a time not to exceed sixty (60) days for each violation by said offending Owner. The Association understands and agrees that any use rights granted to Owners may not be terminated except in accordance with rules and regulations applied equally to the owners of lots in Blue Valley and in Northpoint Forest.

5.

In the event that the payments referenced in Paragraph 2 are not made in a timely manner, Blue Valley Community Association, Inc. shall have the right to suspend the use of the Facilities by all Owners until such time as all sums owed are received by the Blue Valley Community Association, Inc.

6.

By execution of this Agreement, Northpoint, on behalf of itself, its successors and assigns, and Blue Valley Community Association, Inc. hereby assert that each has the authority to execute this Recreation Use Agreement and abide by the terms and conditions contained herein.

7.

This Easement and Cross Sharing Agreement shall be binding on successors and assigns and may not be terminated unless said termination is approved in writing by each lot owner in Blue Valley and each lot owner in Northpoint Forest as well as the Board of Directors of both Northpoint Forest Homeowners Association, Inc. and Blue Valley Community Association, Inc.

IN WITNESS WHEREOF, the undersigned have executed this instrument under seal the day and year first above written.

NORTHPOINT FOREST, LLC

By: Tom Sharp (SEAL)
Title: MANAGER
Date: 10/22/15

Sworn to and subscribed before me
this 17th day of Nov., 2015.
Suzanne S. Stuart
Deborah B. Foster
NOTARY PUBLIC
COBB COUNTY
EXPIRES May 16, 2018

BLUE VALLEY COMMUNITY ASSOCIATION, INC.

By: Tom Sharp
Name: _____
Title: President
Date: 10/22/15
(Corporate Seal)

Sworn to and subscribed before me,
this 17th day of Nov., 2015.
Suzanne S. Stuart
Deborah B. Foster
NOTARY PUBLIC
COBB COUNTY
EXPIRES May 16, 2018

NORTHPOINT FOREST HOMEOWNERS ASSOCIATION, INC.

By: Tom Sharp
Name: _____
Title: President
Date: 10/22/15
(Corporate Seal)

Sworn to and subscribed before me,
this 17th day of Nov., 2015.
Suzanne S. Stuart
Deborah B. Foster
NOTARY PUBLIC
COBB COUNTY
EXPIRES May 16, 2018

AN ORIGINAL OF THIS AGREEMENT SHALL BE FILED IN THE MINUTE BOOK
OF BLUE VALLEY COMMUNITY ASSOCIATION, INC.