

Georgia DeKalb County
Court's Office Superior Court

Filed for record this, the

17 day of Aug 1928
at 12 o'clock

Recorded in book 288

521 on the 20 day of August 28

O. J. Ruggers
11-3

STATE OF GEORGIA 0
:
COUNTY OF DEKALB 0

This indenture made this the 16th day of August in the Year of Our Lord, Nineteen Hundred Twenty-eight, between G. F. Willis of the State of Georgia, County of DeKalb, of the first part and City of Avondale Estates, a Municipal Corporation operating under a charter granted by the General Assembly of the State of Georgia, in regular session in the year 1927, of the second part,

W-I-T-N-E-S-S-E-T-H:

That the said party of the first part for and in consideration of the sum of Ten (\$10,00) Dollars in hand paid, at and before the sealing and delivery of these presents and for other valuable considerations, including the fulfillment of assurances made prior to incorporation of said Municipality and in consideration of the advantages to accrue to the grantor, all of which considerations are duly acknowledged, has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell and convey unto City of Avondale Estates, party of second part, its successors and assigns, all those tracts or parcels of land, lying and being in land lots 231, 232, 248, and 250, of the Fifteenth (15th) District of DeKalb County, Georgia. All of said tracts and portions of land, being more particularly detailed on a plat known as a provisional map of Units one (1) and two (2) of Avondale Estates as prepared by O. F. Kaufman, Civil Engineer, April 1927, and of record in plat Book 9, Pages 78 and 79 of DeKalb County Land Records. The plat in question is identified by the approval indicted thereon under the signatures of G. F. Willis for the grantor and the signature of C. R. Pyburn as Mayor of the City of Avondale Estates for the grantee.

PARCEL ONE;-

This parcel lies in land lot 232 and entirely in the confines of Block 15 and is known as Lake Avondale with reserved strips contiguous to same. The tract herein conveyed is the entire Southern portion of said Block embracing all of said lake with the reserved strips to the roadway on either side of same, excepting that portion of the lake and reserved spaces which is now used by Avondale Community Club, also a ~~small tract fronting Lakeshore Drive and paralleling an eight (8) foot~~ alley and the south line of lot No. 16 in above described block, a more detailed description of same, being as follows:

BEGINNING AT A POINT ON Berkeley Road, One Hundred Eighty-five (185) feet south of the southeast corner of Berkeley Road and Lakeview Place. Said point being the southwest corner of Lot No. One (1), Block Fifteen (15) of the Avondale Estates Sub-division; running thence east Four Hundred Forty-two and five-tenths (442.5) feet along the south side of Lots 1, 4, 5, 6, and 7 to the southwest corner of lot 8 of said block; thence south three hundred eighteen (318) feet to the southwest corner of an 8 foot alley; thence southeast Seventy-five (75) feet to a point on the east side of a Spring branch, said point being Ten (10) feet northwest from the northwest corner of the property on which the Club house is located; thence east One Hundred Twenty-five (125) feet, more or less, to the west side of Lakeshore Drive; thence in a southeasterly direction along the west side of Lakeshore Drive Ten (10) feet to the northeast corner of the Avondale Community Club property; thence west paralleling the north line of said Community Club property One Hundred Twenty-five (125) feet, more or less, to the northwest corner of the Community Club property; thence southerly along the east bank of said spring branch Two Hundred forty-seven (247) feet, more or less, to the water level of the lake; thence easterly and southerly along the water level of said lake Four Hundred (400) feet, more or less; thence east Fourteen (14) feet, more or less to Lakeshore Drive; thence southerly along Lakeshore Drive Five Hundred Thirty-Seven (537) feet, more or less, to Wiltshire Drive; thence westerly along the north side of Wiltshire Drive Three Hundred Forty (340) feet, more or less, to Berkeley Road; thence northerly along Berkeley Road Seventeen Hundred Fourteen (1714) feet, to the point of beginning.

PARCEL TWO;-

This parcel is a play ground unit, lying immediately South of the swimming pool, in Block 9 of said plat being likewise located in land lot 232 and more particularly described as follows:

COMMENCING at the northwest corner of Lot 19 in Block 9 and running thence Easterly along the North line of Lot 19, Three Hundred Sixteen and four-tenths (316.4) feet to a point; thence southeasterly along the line of lot 19, Fifty three and eight-tenths (53.8) feet to Dartmouth Avenue; thence northeasterly along Dartmouth Avenue in the direction of Clarendon Place and around the curve ~~west~~ of said Dartmouth Avenue, proceeding from Clarendon Place Northwesterly with a total frontage on Dartmouth Avenue of Four Hundred Sixty Seven (467) feet, more or less;

and running parallel with
thence West along a line 25 feet South of the swimming
pool, a total distance of 362.3 feet to the City limits
of the City of Avondale Estates; thence South paralleling
the land lot line and following the course of said City
limits the distance of 257 feet, more or less, to the
point of beginning.

Also in said Block 9, the Tract of land, lying immediately
North of the swimming pool and at present occupied by the tennis
court. Said tract of land being bound on the West by the City limits,
on the North by the rear end of lots 3 to 6 inclusive, on the East
by Dartmouth Avenue and on the South by a line running from the
City limits to Dartmouth Avenue, paralleling the swimming pool, a
distance one hundred, three (103) feet, more or less, and along
the line of a fence now separating said tennis court from the
swimming pool proper, North of said swimming pool.

PARCEL THREE:-

This parcel consists of all those other portions of said plat
located along the courses of the street and formed by the intersection
of streets and which are designated on said plat either by the word,
"reserved" or by "fine dots" and which are located along the course
of Avondale Road, Lakeshore Drive, Kensington Drive, Barkley Road,
Avondale Road Plaza, Clarendon Avenue, Clarendon Place and Fairfield
Plaza. Said plots have been reserved as grass plots or flower beds
and have been set aside ^{perpetually} for the beautification of said section; except
where the street car track extension and depot shelter may require the
use of a portion of said plots along Avondale Road. These plots
cannot be designated by exact metes and bounds, but for the benefit
of grantor and grantee, they have been marked on the approved plat
by red ink and so numbered, bearing numbers one (1) to fifteen (15)
inclusive.

PARCEL FOUR:-

This parcel consists of those tracts on the aforementioned plat,
which are designated thereon with the word, "play ground" and the
intention of this instrument is to convey said tract to grantee to be
used as inside parks or play grounds, as follows:-

(A)

The middle portion of Block 16 being triangular in shape and bound on the North by the rear end of Lots 4 to 8 inclusive; on the East by the rear line of lots 30 to 34 inclusive and on the Southwesterly side by lots 20 to 26 inclusive; together with the alley or driveway approaches to same, as more particularly shown on said plat.

(B)

Also the Center portion of Block 18 marked play ground and triangular in shape bound on the West by Lots 23 to 27 inclusive; on the South by Lots 16 to 19 inclusive and on the North and East by Lots 6 to 12 inclusive. All of said Lots being in Block 18, together with the alleys or driveway approaches to said play ground.

(C)

Also the central portion of Block 8 of said plat being rectangular in shape and bound on the North by Lots 3 to 5 inclusive; on the East by Lots 9 to 11 inclusive and on the South by Lots 12 and 18 and on the West by Lots 19 to 21 inclusive, together with the alleys or walk way approaches to same. All of said Lots mentioned being in Block 8.

PARCEL FIVE: 5

Grantor likewise conveys to grantee, all right, title and interest which grantor has, in that portion of land now embraced in the corporate limits of the City of Avondale Estates, Georgia, and designated on the plat before mentioned as streets, avenues, roads, drives, places and plazas, including in this conveyance the full span of the following designated streets within the corporate limits of the said town, to-wit:-

Avondale Road	Avondale Plaza
Covington Road	Melford Place
Stratford Road	Lakeshore Drive
Kensington Drive	Berkley Road
Clarendon Avenue	Dartmouth Avenue
Exeter Road	Lakeview Place
Fairfield Drive	Fairfield Plaza
Kingstone Road	Claredon Place
Sussex Road	Wiltshire Drive

Grantor likewise conveys to the City of Avondale Estates, Georgia, all right, title and interest, which he has, in all sewers and water mains, side walks, curbing, guttering and street pavement, lying

within the corporate limits of the said second party, together with all interest in the electric lights and electric lines, poles, posts and electrical equipment or attachments located in or on the streets and plazas of said second party, also all interest in an easement from the City of Decatur, Georgia, covering the water main and the rights therein extending from the limits of the City of Decatur to the City of Avondale Estates, including any and all interest which grantor has in the right of way of said water main or in the land along which said water main extends. The improvements conveyed under the last paragraph are with the understanding that same shall be kept in good and serviceable repair at all times by the City and that the City shall extend and expand its mains from time to time as the needs of the expansion program of G. F. Willis and The City might require and that the right is reserved unto grantor to tap or connect onto such mains on the inside of the City limits or outside for the purpose of supplying water and sewerage to additional property adjacent to the City of Avondale Estates; provided any connection made shall be in conformity to the reasonable rules and regulations prescribed by the City of Avondale Estates and provided further, that no connection shall be made or allowed, which will in any manner impair or over tax the facilities of either water or sewer to the possible discomfort or detriment of the property owners within the corporate limits of second party.

In connection with the conveyances herein made, grantor sets up the following stipulations:-

The City of Avondale Estates shall prescribe reasonable rules and regulations affecting play grounds and recreational units herein conveyed, reserving them for the purposes intended and for the exclusive use and pleasure of the residents of the City of Avondale Estates, their children and guests and the said play grounds shall be properly policed to preserve orderly deportment and shall be kept in a neat, sanitary and attractive condition with grass mowed at frequent intervals, trees and shrubs pruned and fertilized and the tracts kept in attractive fashion. It is further stipulated, that the aforementioned provision shall likewise apply to the territory

conveyed and immediately adjoining the lake. It is further understood that in the event the source of water which supplies said lake, should fail and it should become impractical to maintain said area as a lake, in such event, the second party agrees to convert said lake bottom into a park and to beautify same accordingly.

It is further agreed that in the event the City of Avondale Estates fails to show reasonable compliance with the restrictions, stipulations and conditions herein set out in regard to the maintenance and unkeep of the parks, play grounds and lakes, in such event the ownership of the tracts so affected shall revert to the said grantor, his heirs or assigns, to be used by such reversion heirs solely for the original purpose as contemplated and designated on original plat.

The grantor herein further represents and agrees to carry out and complete all street improvements not now completed within said corporate limits and which grantor is obligated to complete under his contracts with lot purchasers.

TO HAVE AND TO HOLD the said described property unto it, the said City of Avondale Estates, its successors and assigns in fee simple.

It is the purpose and intent of this instrument to convey all of the right, title, equity and interest of said G. F. Willis, his legal representatives, heirs and assigns, and all persons whomsoever claiming under him in and to said lands.

In witness of all of which, the said G. F. Willis has hereunto set his hand and affixed his seal and delivered this instrument the day and year first above written.



_____ (SEAL)

Signed, Sealed and Delivered in
the presence of:

Ma Crumley
Bert S. Parker
Notary Public, Georgia State at Large