

Appendix 39 to
THE HISTORY OF CHEHAW COUNCIL

Camp Potter Deeds

The following deeds are filed in the office of the Clerk of the Superior Court of Dougherty County:

Dougherty County Deed Book 4, page 166
Dougherty County Deed Book 17, page 624
Dougherty County Deed Book 19, page 259
Dougherty County Deed Book 23, page 310
Dougherty County Deed Book 61, page 297
Dougherty County Deed Book 112, page 191
Dougherty County Deed Book 912, page 222
Dougherty County Deed Book 3455, page 230
Dougherty County Deed Book 3455, page 231
Dougherty County Deed Book 3455, page 234

4/166

1867

Georgia
 Dougherty County } This Indenture made and entered into
 between and by and between
 Crawford M. Mays of the first part and Jonathan T. Mays
 of the second part both of said County
 Witnesseth that the said Crawford M. Mays for and in consideration
 of the natural love and affection which he has for his son (said
 Jonathan T.) and in pursuance of the understanding and
 agreement made and by which said Jonathan T. took possession
 of the property hereinafter mentioned and described
 has granted bargained and given and conveyed unto the
 said Jonathan T. a tract and for the use and upon the
 limitations and restrictions hereinafter mentioned and
 specified the following property to wit: his plantation in
 the first district of said Dougherty County known as the
 Adam Brown Place and distinguished in the plan of said
 district as number three thence and forty (40) acres
 thence and fifty six (56) and fractional lot three thence
 and sixteen (16) containing six thousand and forty seven
 and one half (847 1/2) acres more or less with the improvement
 thereon and also the ten house of timber, seventy five head
 of hogs, about twenty head of cattle, and six horses
 together the plantation tools and all other personal
 property upon said place for him and heirs all of
 said property unto him the said Jonathan T. for the use
 and in trust for the support maintenance and education
 of said Jonathan T. and his wife and children for and during
 his natural life and in no event to be subject to his
 debts, contracts and liabilities and at his death then
 remainder unto said child or children as he may leave
 living at the time of his death and born within the
 legal period of gestation thereafter and their representatives
 the representatives to take the share of the said land and
 that is for heirs; But should the said Jonathan T. die without
 leaving such child or children or the representatives of
 such child or children should he in life then it is to
 enjoy the income of said property but the control of
 the property is to be under the management and
 the said Crawford M. or his executor or such person
 as the Court may appoint in the event of the death
 of said Crawford M. without an executor and he
 is to have receive and enjoy said income for and during

his life and at her death said property is to revert to and become a portion of my estate and in the event of the death of said Zachary D. without leaving children or wife as mentioned then said property is to revert to the estate of said Crawford. He says it is his intention that said Zachary D. should at any time in his discretion sell and dispose of any of the personal property hereinbefore mentioned with a view to replace it with other and various other property so bought to replace that sold it is to be sold by him subject to the same uses and trusts as that sold by him and the said Zachary shall not be held to make repairs or account for the income arising from said property. The Preliminary order of the said Crawford. He has hereto set his hand and seal the day and year above.

Signed Sealed and Delivered
in presence of us:

The words without an Executor
intendings before Execution

Geo. H. Mayo

Geo. P. Cochran

E. J. Warner Not. Pub.

Attest: Mayor Seal

Recorded 15th June 1867
W. H. Willing
J. Clerk

17/6/24

Mrs Anne W. Sumner et al

vs

John as same Person Place

John Lewis Trustee

State of Georgia, Dougherty County

1910
This Indenture made this 15th day of July in the year of our Lord one thousand nine hundred and ¹⁸⁹⁹ nineteen between Mrs Anne W. Sumner, Mrs Justice Eakman Mrs Mary Adella Anderson and Mrs Jane Mayo, all of whom constitute the sole heirs at law of J. J. Mayo, and to the Mayo late of said County now deceased, of the County of Dougherty and State of Georgia, of the first part, and John Craig as Trustee for the New York Georgia Loan and Investment Co. a Corporation in process of formation in the State of New York of the County of Dutchess, and State of New York of the second part.

Witnesseth, that the said parties of the first part, for and in consideration of the sum of ten thousand four hundred and thirty dollars, now have paid at and before the making and delivery of these presents, the receipt whereof is hereby acknowledged both granted, bargained, sold and conveyed, and by these presents both grant, bargain, sell and convey unto the said party of the second part, his heirs and assigns, all that tract or parcel of land, lying or being in the County of Dougherty State of Georgia, and in the Sixth District of said County, and distinguished in the plan of said District, as whole lots numbers three hundred and fifty-six, three hundred and forty-one, and Archibald lot number three hundred and thirteen, containing one hundred and forty-seven

acres said whole lots containing two hundred and forty acres and said three lots together forming a body of land containing two hundred and forty seven acres, more or less, and known as the same Person Place, all referred to in this deed to the party of the second part, by any former means, and as to be conveyed as being John Craig, as Trustee for the said Corporation now in process of formation in the State of New York, as referred to in the fourth paragraph of this instrument. To have and to hold the same bargained premises together with all and singular the rights, members and appurtenances thereof, to the same, being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of them, the said party of the second part, his heirs, executors, administrators and assigns, in fee simple and the said parties of the first part, their heirs, executors and administrators, the title to said bargained premises unto the said party of the second part, his heirs, executors, administrators and assigns, against said parties of the first part, their heirs, executors and administrators, and all and every other person or persons shall and shall remain and forever defend by virtue of these presents.

In testimony whereof the said parties of the first part have hereunto set their hands and affixed their seals this day and year first above written signed, sealed and delivered in presence of

J. J. Jones

Anne W. Sumner (W)

and Mary Dougherty County, Georgia

Mrs Anne W. Sumner (W)

Mrs Justice Eakman (W)

Mrs Mary A. Anderson (W)

Mrs Jane Mayo (W)

at his option, and of the amount shall bear interest at the rate of Eight per cent, per annum, payable semi-annually, and be secured by this deed, the witness whereof, the said H.B. Carson, has hereunto set his hand and his seal and delivered these presents to day and year first above written

signed, sealed and delivered
in presence of
R.H. Jewell
D.H. Redfern
A.P. Mangholz Co. &c

H.B. Carson

Recorded Feb 5th 1912
J.H. Rush Deputy Clerk

John Craig Justice

To
The Empire Gas Company
Georgia, Mangholz County

This deed corrects the errors in Empire Co. No. 1

The instrument made and entered into, this the 5th day of February 1912 between, John Craig Justice, of the County of Southwestern State of Georgia as party of the first part and the Empire Gas Company - Georgia Power Company a corporation of and under the laws of the State of Georgia with its principal office, in the City of Atlanta State of Georgia, as party of the second part, witnesses, that whereas, prior to the formation of said corporation said party of the first part, acting as trustee of the in corporations of said company, did purchase the lands herein after described for the sole purpose of holding the title to the same until said party of the second part should become legally incorporated and organized, which has now been accomplished, have therefore, said party of the first part, for and in consideration of the sum of one dollar and other valuable considerations, both alienable and conveyed, and both by these presents, sell above and convey unto the party of the second part the following real estate lands to-wit: All of whole lots numbers three hundred and eighty six, three hundred and eighty seven and fractional lot number three hundred and thirty two; also one hundred acres in shape of parallelogram off the entire East side of land lot, number two hundred and eighty one; also land lots numbers four hundred and twenty three, three hundred and twenty four, three hundred and eighty three and three hundred and fifty four. All of said whole lots, and fractional lot lying, being and situate in the third precinct of Mangholz County Georgia, and said one hundred acres lying on the north side in the second precinct of said Mangholz County Georgia. Said whole lots containing two hundred and eighty acres of land more or less, according to the original survey of said precinct, and County. All of said lands having been bought as aforesaid, and this deed made in the foregoing recited sole purpose of the first part as

where the party of the first part, bought and held said lands in the name of the corporation from that stated in the deed under which the same were bought was occasioned by the fact that before the granting of the charter of incorporation, changing the name, so as to avoid confusion with another corporation of somewhat similar name, but the real parties interested with those named as being in process of incorporation in the said deed under which said lands were bought and held by the party of the first part,

To have and to hold the said bargained premises together with all and singular the rights, tenements and appurtenances thereof to the same being, belonging, or in any wise appertaining to the only proper and lawful and lawful heirs of the said party of the second part its successors and assigns forever in fee simple.

And the party of the first part, his executors, administrators, the said bargained premises unto the said party of the second part its successors and assigns, against the party of the first part his named heirs and executors as well as all other persons shall and well defend the title to said premises by virtue of these presents.

In testimony of all which said party of the first part has hereunto set his hand and affixed his seal, the day and year first above written.

Witness, sealed and delivered in the presence of

J. J. Jones
John H. Smith & Co.
ordaining do & for

John Craig Justice

Recorded Feby 5th 1912
J. H. Smith Deputy

J. J. Russell
To

Shavers Fork Realty Co. (of unincorporated Place

State of Georgia Dougherty County)

In consideration of the sum of Sixteen Thousand (\$16,000) Dollars to me paid this 20th day of January 1912 by Shavers-Fork Realty Company a corporation with its principal office in Thomasville Georgia, of the County of Thomas State of Georgia I, C. H. Russell, do hereby grant, bargain sell and convey unto the said Shavers-Fork Realty Company, its successors and assigns the following described real Estate, to-wit:

Beginning at a point on the Albany & Indian Public Road where it intersects the northern boundary of lot 281, and running East along said North line of lot 281 to the land of Empire Georgia Power Company; then or South along said line to a point where a line runs due west to the Albany & Indian road, and Northwesterly along

21/524

1913

1



Legal title and all and singular the Incumbrances, hindrances and obstructions belonging or in any wise appertaining and the revenues, rents, profits and profits thereof; and also all the estate, right, title, interest, property, claim and demand whatsoever, as well in law as in

County of the said parties of the first part, of, in, or to the above described premises and every part and parcel thereof with the appurtenances

To Have and to Have the said bargain and premises, to be taken with all and singular the rights, liberties and appurtenances as thereto in any way belonging or in any way appertaining to the proper use, behoof and benefit of the said party of the second part, its successors and assigns forever

In witness whereof the said parties of the first part have hereunto set their hands and seals the day and year first above written

✓	Leah S. Allen	(Seal)	✓
✓	Rebecca Young Allen	(Seal)	✓
✓	Leah S. Barclay	(Seal)	✓
✓	Peray L. Long	(Seal)	✓
✓	Louise Long	(Seal)	✓
✓	George C. Schuff	(Seal)	✓
✓	Julia Schuff	(Seal)	✓
✓	George C. Schuff for	(Seal)	✓
✓	Matilda C. Schuff	(Seal)	✓

State of Pennsylvania }
County of Luzerne

Personally appeared before me the undersigned, a Notary Public in and for said County and State, Leah S. Allen and Rebecca Young Allen who in due form of law acknowledge the above instrument to be their act and deed and declare the same to be as such records.

In Witness whereof I have hereunto set my hand and Notarial Seal this 14th day of January 1913.

My Commission Expires
Jan'y 5th 1913

E. D. Haines (Seal)
Notary Public

State of New York }
County of Albany

Personally appeared before me the undersigned a Notary Public in and for said County and State George C. Schuff and Julia Schuff who in due form of law acknowledge the foregoing instrument to be their act and deed and declare the same to be as such records.

Witness my hand and Notarial Seal this 15th day of July 1913.

My Commission Expires Dec 9-1913

E. H. Smith (Seal)
Notary Public

State of Washington }
County of Columbia

Personally appeared before me the undersigned, a Notary Public in and for said County of Columbia, Charles S. Barclay, who in due form of law acknowledges the above instrument to be his act and deed and declares the same to be as such records.

Witness my hand and Notarial Seal this 22nd day of
my Commission Expires
Nov 13-1914

Robert S.
Notary

(Seal)

for by deed of Helen et al. by deed dated January 20th 1913 and recorded in Dougherty County, State of Georgia in Record of Deeds 21, page 524, dated 8th 1913. Excepting and reserving from the above described premises to be hereafter fully described, one of the grantor's lots in Dougherty County and also to Lord S. Allen by deed dated April 7th 1914, recorded April 14th 1914 in Book 22, page 619 consisting of four acres; also, Excepting and reserving Lot number forty-four Subdivision one, of the grantor's lands in Dougherty County consisting of three acres, parcel to Lord S. Allen by deed dated April 7th 1914, recorded April 14th 1914 in Book 22, page 621. Also Excepting and reserving Lot number five hundred and sixteen Subdivision four of the grantor's lands in Dougherty County, Georgia, containing five acres, also parcel to George B. Brown by deed dated July 31st 1913, recorded October 7th 1913 in Book 22, page 215; also Excepting and reserving Lot number four hundred and fourteen, in Subdivision number five of the grantor's lands in Dougherty County, containing five acres parcel to C. Stephens by deed dated July 31st 1913, recorded October 7th 1913 in Book 22, page 216.

This deed is also made subject to contracts heretofore made and now existing between the Empire - Georgia Power Company the grantor herein, and various other tract purchasers of power rates and the said grantor herein as and for a part consideration for the conveyance by the acceptance of this deed hereby acquiesce and are open to carry out and fulfill all of such existing contracts of sale of Power Orders in the future and that of the Empire - Georgia Power Company, and have hereby assumed all the rights and liabilities of the Empire - Georgia Power Company under and by the terms of such contracts. To have and to hold the same hereinafter provided with all and singular the rights, covenants and appurtenances thereto appertaining to the only proper use, benefit and behoof of said power company, its successors and assigns in fee simple; and the said Empire - Georgia Power Company, and hereby covenant with the said parties herein, their heirs and assigns, that the said Empire - Georgia Power Company, herein, has not done or suffered any thing whereby the above described premises have been or shall be in any way released except as herein before expressly set forth.

In Witness Whereof, the said Empire - Georgia Power Company has caused this present to be written by its President and attested by its Secretary and its corporate seal to be hereunto placed, and delivered these presents to be in full force and effect from under.

Witness my hand and seal this 25th day of May 1915.
Helen S. Allen
Helen S. Allen
Helen S. Allen
Helen S. Allen
Helen S. Allen

Empire - Georgia Power Company
By Henry L. Long
President

State of Georgia } ss.
County of Dougherty

On this 25th day of May 1915 before me the undersigned personally appeared Percy T. Long of County of Dougherty, Georgia who being by me duly sworn depose that he is the President of the Empire - Georgia Power Company; that the foregoing instrument was lawfully made and signed by him as such President of the Board of Directors of said Company; that he knows the contents of said instrument and that he knows the contents of said instrument and that he knows the contents of said instrument.

STATE OF GEORGIA, Dougherty COUNTY

THIS INDENTURE, made this 26th day of July, 1935, in the year of our Lord One Thousand Nine Hundred and twenty nine between THE UNITED PECAN COMPANY a corporation of Dougherty County, Georgia,

of the first part, and WILLIAM C. POTTER of the County of Dougherty, and State of Georgia, of the County of New York, and State of New York, of the second part:

Witnesseth, That the said part Y of the first part, for and in consideration of the sum of TWENTY THOUSAND ONE HUNDRED SIXTY SEVEN AND 80/100 Dollars, in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, he granted, bargained, sold and conveyed, and by these presents doth grant, bargain, sell and convey unto the said part Y of the second part, his heirs and assigns, all that tract or parcel of land lying or being in the County of Dougherty, State of Georgia,

All that tract or parcel of land lying and being in the first district of Dougherty County, Georgia more particularly described as follows: That portion land lot 423 that lies south of Sixth Avenue, containing 45.01 acres; all of land lot 424 containing 261.44 acres; all of land lot 425 containing 253.78 acres; all of land lot 392 containing 247.72 acres; all of land lot 393 containing 253.03 acres; all of land lot 394 that lies south of Sixth Avenue containing 43.63 acres; all of land lot 393 that lies south of Sixth Avenue, containing 41.22 acres; all of land lot 354 that lies south of Sixth Avenue containing 44.22 acres; all of land lot 343 that lies south of Fifth Avenue containing 192.39 acres; all of fractional land lot 314 that lies west of Flint River, containing 170.03 acres; all of fractional land lot 315 that lies west of Flint River containing 180.71 acres; all of fractional land lot 316 that lies west of Flint River containing 95.89 acres; all of tracts numbers 312, 313 and 314 containing 4 acres each, and tracts 328, 329, 342, 343, 344, 357, 358, 359, 360, and 404 containing 5 acres each, lying and being in subdivision 3 of The United Pecan Company's property the same being a part of land lot 341 containing 62 acres in said land lot; also tracts numbers 447, 448, 449, 450, 451, 478, 479, 480, 481, 482, 509, 510, 511, 512, 513, 514, 515, 540, 541, 542, 543, 544, 545, 546, and 547, in subdivision 4, of The United Pecan Company's property, each of said tracts containing 5 acres except tract 516 containing 5.46 acres, and tract 547 containing 5.45 acres, said tracts lying and being in land lots 303 and 354 and aggregating 125.91 acres, all of said tracts above described lying and being as aforesaid in the first district of Dougherty County, Georgia lying and being in one body, and aggregating 2016.78 acres, according to a plat of The United Pecan Company's property made by R. M. Marbury, C. S., dated September 10, 1925, a copy of which is to be attached hereto and form a part of the description of property hereby conveyed.

(Initials in margin)

H. H. H.
R. N. G.

This deed does not convey any portion of fractional lots 314 and 315 that lies west of Avenue "K" in accordance with said plat, neither does the deed convey any portion or parcel of 374 in Subdivision 3 of said plat.

H. H. H.
R. N. G.

This deed is made under and by virtue of authority contained in the resolution of grantor corporation, authorizing this sale and conveyance.

H. H. H.
R. N. G.

Excepted from description of lands conveyed is a tract of ten (10) acres in the shape of a rectangle two acres east and west and five acres north and south in the northwest corner of land lot 425, which will leave the net acreage of 2007.38 acres, which is conveyed at \$10.00 per acre.

To have and to hold said bargained premises together with all and singular the rights, members and appurtenances thereto, to the same being, belonging or in anywise appertaining, to the only proper use, benefit and behoof of him

the said part Y of the second part, his heirs, executors, administrators and assigns, in fee simple. And the said part Y of the first part, his heirs, executors and administrators, the Title to said bargained premises unto the said part Y of the second part, his heirs, executors and administrators and assigns, against said part Y of the first part, his heirs, executors and administrators, and all and every other person or persons, shall and will warrant and forever defend by virtue of these presents.

In Testimony Whereof, The said part Y of the first part has hereunto set his hand and affixed its seal, this day and year first above written.

Signed, sealed and delivered in presence of

MARY WAITS

GEORGE L. STEPHENS N. P. SEAL, STATE AT LARGE

GEORGIA

Recorded this 29th day of July

THE UNITED PECAN COMPANY

BY H. H. HEDRICK Vice Pres. (Seal.)

ATTEST R. N. GEE Secretary (Seal.)

Edward Blank Deputy Clerk

WILLIAM C. POTTER

See Deed Bk 650 Pg. 78 for Agreement

See Attached

TO DEED

Chenaw COUNCIL OF THE BOY SCOUTS OF AMERICA INC BY

J. W. BUSH, JAM ES W. SMITH, JAMES P. CHAMPTON JR. H. C. CAMP, AS TRUSTEES

STATE OF NEW YORK

COUNTY OF NEW YORK

THIS INDENTURE, made this 22nd day of May in the year of Our Lord, One Thousand Nine Hundred and Forty seven, between William C. Potter, of the County of New York, and State of New York, of the first part, and J. W. Bush, James W. Smith, James P. Champion, Jr. of the County of Dougherty, State of Georgia, and H. C. Camp, of the County of Worth and State of Georgia, as Trustees as hereinafter stated, of the second parts:

WITNESSETH: That the said party of the first part, for and in consideration of the sum of Ten Dollars (\$10.00) and other good consideration, in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto the said parties of the second part, their successors and assigns:

All that tract or parcel of land lying and being in the County of Dougherty, State of Georgia, and in the First District, and being Fractional Lot of Land No. Three Hundred Sixteen (316) containing ninety five and eighty nine hundredths (95.89) acres, more or less, and all that portion of lot of Land No. Three Hundred Forty one (341) owned by grantor, consisting of tracts or parcels nos. Three Hundred Twelve (312), three Hundred Thirteen (313) Three Hundred Fourteen (314), Three Hundred Twenty eight (328) Three Hundred Twenty nine (329), Three Hundred Forty two (342), Three Hundred Forty three (343) Three Hundred forty four (344), Three Hundred Fifty seven (357) Three Hundred Fifty eight (358) Three Hundred Fifty nine (359) Three Hundred Eighty nine (389) Four hundred four (404), containing sixty two (62) acres, more or less, said lands situate, lying and being in one contiguous tract of land.

As a part of the condition of this conveyance grantee is to construct, maintain, and keep in force at all times a fire break at least forty (40) feet in width (North and South) along the South side of said tract or parcel No. Four Hundred four (404), and said Fractional Lot of Land no. Three Hundred sixteen (316), grantor owning adjoining lands on the South.

This deed is further made to the above named Trustees and their successors in office, for the use and benefit of Chenaw Council of the Boy Scouts of America, Inc., a Corporation with its principal office in the City of Albany, Georgia, in carrying on the purposes of the said organization, and it is expressly understood and agreed that in the event the said premises are used for any other purpose than as a camp site for negro boy scouts, this conveyance shall thereupon become void, and the title to said premises on demand shall revert to the grantor, his heirs or assigns, who shall have the right to reenter and repossess themselves of same.

TO HAVE AND TO HOLD the said bargained premises, together with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in any wise appertaining to the only proper use, benefit and behoof of the said parties of the second part their successors in trust, in fee simple.

IN TESTIMONY WHEREOF, the said party of the first part has hereunto set his hand and affixed his seal, the day and year above written.

Signed, sealed and delivered in the presence of:

H. August Meinken, Notary Public, State of New York
Originally qualified in Nassau county, certificate
filed in New York county Nassau county clerk's no. 1.
247 N.Y. county clk's no. 323, Reg. no. 48-M-9
Commission expires March 30, 1949 (S. H. A.)

William C. Potter L.S

Richard Tift

RECORDED MAY 31, 1947

J. A. Rank CLERK

R. B. BLAYLOCK

TO LEASE AGREEMENT

H. G. COCHRAN

GEORGIA DOUGHERTY COUNTY

This lease agreement, executed in duplicate, between R. B. Blaylock of said State and County, herein referred to as first party, and H. G. Cochran of Macon County, Georgia, herein referred to as second party.

Witnesseth, That the first party does hereby lease unto the second party for the period of Twenty years beginning January 1st, 1947, the following described tract of land:

Beginning at the south-east corner of Ed Blaylock's lot, is what is known as Blaylock Subdivision, located on the north side of Albany-Sylvestre Highway, just outside the City limits of Albany, Georgia, a plot of which subdivision is on record in the office of the Clerk of the Superior Court of Dougherty County, Georgia in Plat Book no. 1, page 246; said Ed Blaylock's lot being located on the west side of Blaylock street and is bounded on the south side by a wire fence. From said beginning point, at the south east corner of said Ed Blaylock's lot run south, along the west side of Blaylock street, 135 feet to a stake; thence west 72 feet to the Georgia Northern Railroad right of way; thence in a north-westerly direction 180 feet, along the eastern side of said right of way, to the south west corner of said Ed Blaylock's lot; thence East 180 feet along the south side of Ed Blaylock's lot and along said wire fence to the point of beginning.

Said property is leased to the second party to be used by him, or his assigns, for the purpose of operating a cotton gin, a seed storage house, a warehouse, or for any other legitimate purposes. There is located on said property an old building which the first party is to remove between now and the beginning of said lease period.

The second party is to pay the first party the sum of \$20.00 per month in advance, on the first of each month, during said lease period, as rent for said land, receipt of \$25.00 on the first monthly installment being hereby acknowledged by first party.

The second party is to have the privilege of removing from said property by the end of the lease period all buildings and/or machinery etc., used by him in his business operations. Privilege of transfer of this lease is hereby granted by the first party, upon like conditions and terms herein set forth as to transferee.

In Witness whereof, the parties hereto have hereunto set their hands and affixed their

659/78

650 78

AGREEMENT

THIS AGREEMENT made this 1st day of January, 1980, by and between PAUL MOUNTCASTLE, of the one part, and CHEWAM COUNCIL OF THE BOY SCOUTS OF AMERICA, INC., of the other part.

WHEREAS, a predecessor in title of first party, namely WILLIAM C. POTTER, did on the 22nd day of May, 1947, give and convey to certain trustees the real estate hereinafter described;

WHEREAS, said conveyance is recorded in the Office of the Clerk of Superior Court of Dougherty County, Georgia, in Deed Book 112, Page 191;

WHEREAS, said conveyance provides, among other things, that "it is expressly understood and agreed that in the event the said premises are used for any other purpose than a campsite for Negro boy scouts, this conveyance shall thereupon become void, and the title to said premises on demand shall revert to the grantor, his heirs or assigns, who shall have the right to re-enter and repossess themselves of same";

AND, WHEREAS, the first party herein is the successor and assignee in title of the said William C. Potter;

WHEREAS, it is the desire of both parties hereto to agree to alter the language above quoted in said former deed so as to eliminate the word "Negro" in order that all boy scouts shall have the right to use said premises as a campsite;

NOW, THEREFORE, in consideration of the premises, the first party, does hereby amend said deed from William C. Potter by striking the word "Negro" as the same appears in the said deed, so that, as thus amended, the said deed from William C. Potter shall provide that the premises described therein shall be used as a campsite for all boy scouts, regardless of race, color or creed. All other terms, provisions, covenants and conditions contained in said deed from William C. Potter shall remain unchanged. The real estate to which this amendment relates, and which is described in said deed from William C. Potter, is as follows:

All that tract or parcel of land lying and being in the County of Dougherty, State of Georgia, and in the First District, and being fractional lot of Land No. 116, containing 95.89 acres, more or less, and all that portion of lot of Land No. 141, consisting of tracts or parcels Nos. 112, 113, 114, 128, 129, 142, 143, 144, 157, 158, 159, 189 and 404 of United Pecan Company Subdivision, CONTAINING 62 ACRES, MORE OR LESS, said lands situate, lying and being in one contiguous tract of land.

IN TESTIMONY WHEREOF, the parties hereto have hereunto set their hands and affixed their seals the day and year first above written.

Signed, sealed and delivered by Paul Mountcastle in the presence of:
Paul Mountcastle
James B. [illegible]
James B. [illegible]
County, Georgia

Signed, sealed and delivered by Chewam Council of the Boy Scouts of America, Inc. in the presence of:
Robert B. [illegible]
James B. [illegible]
By *Robert B. [illegible]*
Title *President*
By *Charles [illegible]*
Title *President*

RECORDED
DATE: *Jan 23 1980*
CLERK

THIS INDENTURE, made this _____ day of December in the year of our Lord, One Thousand Nine Hundred and Eighty-Six between

- PAUL MOUNTCASTLE, SR. -

of the first part, herein called "grantor" (whether one or more than one), and SOUTHWEST GEORGIA COUNCIL OF BOY SCOUTS OF AMERICA, INC. (formerly Chehaw Council of The Boy Scouts of America, Inc.) of the second part, herein called "grantee" (whether one or more than one).

WITNESSETH: That the grantor for and in consideration of the sum of ONE DOLLAR (\$1.00) AND OTHER GOOD AND VALUABLE CONSIDERATIONS in hand paid, the receipt whereof is hereby acknowledged, has bargained, sold and does by these presents bargain, sell, remise, release and forever quit-claim to the grantee and the heirs, executors, administrators, successors and assigns of grantee, all the right, title, interest, claim or demand which the grantor has or may have had in and to ~~the tract or parcel of land lying and being in~~

All of the reversionary interest in the following described property, which was reserved by William C. Potter in that certain Deed recorded in Deed Book 112, Page 191, Dougherty County Land Records, and which same interest was conveyed to W. Alton Jones by Deed recorded in Deed Book 212, Page 555, Dougherty County Land Records, and which was conveyed to the undersigned by Deed recorded in Deed Book 285, Page 167, Dougherty County Land Records:

All that tract or parcel of land lying and being in the County of Dougherty, State of Georgia, and in the First District, and being fractional lot of land No. 316, containing 95.89 acres, more or less, and all that portion of lot of land No. 341, consisting of tracts or parcels Nos. 312, 313, 314, 328, 329, 342, 343, 344, 357, 358, 359, 389, and 404 of United Pecan Company Subdivision, CONTAINING 62 ACRES MORE OR LESS, said land situate, lying and being in one contiguous tract of land.

The purpose of this deed is to vest in the Grantee herein all reversionary interest in the above-described property, which property is owned by Grantee herein.

157 HES ±

95.89 Acres

DOUGHERTY COUNTY, GEORGIA
Real Estate Transfer Tax

PAID \$ -0-

DATE March 25, 1988

Chas. H. Hudnuth
Clerk of Superior Court

with all rights, members and appurtenances to the said described premises in anywise appertaining or belonging.

TO HAVE AND TO HOLD the said described premises unto grantee and the heirs, executors, administrators successors and assigns of grantee, so that neither grantor nor the heirs, executors, administrators, successors and assigns of grantor, nor any other person or persons claiming under grantor, shall at any time claim or demand any right, title or interest to the aforesaid described premises or its appurtenances.

IN WITNESS WHEREOF, the said grantor has caused this deed to be properly signed and sealed the day and year first above written.

Signed, sealed and delivered in the presence of:

Paul Mountcastle, Sr. (SEAL)

Notary Public, State of Tennessee at Large (SEAL)

My Commission Expires: 4-27-87 (SEAL)

RECORDED 3-28-88 (SEAL)

DATE 3-28-88 (SEAL)

Wayne B. Hinson CLERK

DDC# 001718
FILED IN OFFICE
02/27/2008 03:01 PM
BK:3455 PG:234-239
EVONNE S. MULL
CLERK OF
COURT
DOUGHERTY COUNTY
REAL ESTATE TRANSFER T
AX
PAID: \$0.00

AFTER RECORDING RETURN TO:

C. N. SPENCE
WATSON, SPENCE, LOWE AND CHAMBLESS, LLP
POST OFFICE BOX 2008
ALBANY, GEORGIA 31702-2008

WARRANTY DEED

GEORGIA, DOUGHERTY COUNTY.

THIS INDENTURE, made the 26th day of February, 2008, between **CHEHAW COUNCIL OF BOY SCOUTS OF AMERICA, INC.**, of the State of Georgia, hereinafter called "Grantor," and **DOUGHERTY COUNTY, GEORGIA**, hereinafter called "Grantee" (the words "Grantor" and "Grantee" to include their respective heirs, personal representatives, successors and assigns where the context requires or permits).

WITNESSETH THAT: Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Grantee, the following described property:

All that tract or parcel of land lying and being in Land Lots 316 and 341 in the First Land District of Dougherty County, Georgia, and being more particularly described on Exhibit "A" hereto attached and made a part hereof.

The property conveyed by this instrument is conveyed to Grantee for perpetual Green Space Conservation Land. The property described herein must be used, in perpetuity, as Green Space Property only, as provided for in O.C.G.A. Section 36-22-2, as same existed on January 1, 2005, and as conservation land as defined in O.C.G.A. Section 36-22-2(5). It is the intention of the parties that the lands conveyed herein shall be permanently protected land. In addition, all regulations promulgated under said statute shall further define and limit the uses of the described property. This perpetual restriction to Green Space/Conservation Land use is a covenant running with the land in perpetuity as provided for in O.C.G.A. Section 44-5-60(c), and will be enforced by Grantee herein and the State of Georgia, and by their successors, assigns, and/or designees. Said enforcing parties have among all other enforcement rights, the right to require specific performance.

LAW OFFICES
WATSON, SPENCE,
LOWE AND CHAMBLESS,
LLP
P. O. BOX 2008
ALBANY, GEORGIA
31702-2008

The property conveyed by this instrument, and specifically its use, is additionally subject to the terms of that certain Conservation Land Use Letter Agreement between the U.S. Army Corps of Engineers, Savannah District; The Georgia Land Trust Service Center, and Dougherty County, Georgia; said Agreement recorded contemporaneously with this warranty deed in the office of the Clerk of Superior Court of Dougherty County, Georgia.

The property described on Exhibit "B" hereto attached is hereby reserved as an easement for a five (5) acre tent campsite with a forty (40) foot wide pedestrian and vehicular access from Sweetwater Avenue to the campsite. This reservation also provides for a restrictive covenant against the construction on said five (5) acre tract of any permanent improvements as the entire five (5) acre campsite and access easement shall be owned by Grantee with Grantor having only an easement right to tent camp on said five (5) acre tract.

TO HAVE AND TO HOLD the said tract or parcel of land, with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining to the only proper use, benefit and behoof of the said Grantee forever in FEE SIMPLE, subject to applicable zoning ordinances, floodway zone and flood zone AE and the above five (5) acre tent campsite.

AND THE SAID Grantor will warrant and forever defend the right and title to the above described property unto the said Grantee against the claims of all persons whomsoever.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed by its duly authorized officers and its corporate seal hereunto affixed on the day and year above written.

Signed, sealed and delivered
in the presence of:

Harold R. Halgren
Unofficial Witness

Shirley B. Dew
Notary Public
My Commission Expires: 4/28/2009
(Affix Notary Seal Here)

G:\R-ESTATE\CNS\2008\WD\DOUGHERTY CHEHAW WD.WPD

CHEHAW COUNCIL OF BOY SCOUTS
OF AMERICA, INC.

By: [Signature]
President

Attest: [Signature]
Secretary

(AFFIX CORPORATE SEAL HERE)

L E G A L D E S C R I P T I O N

All that tract or parcel of land lying in or being in Land Lots 316 & 341 of the First Land District of Dougherty County, Georgia and being all of Tracts 101, 102, 103, 104, 105, 106, 107, 108, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 312, 313, 314, 327, 328, 329, 342, 343, 344, 357, 358, 359, 374, 389 & 404 and unopened portions of First Avenue, Second Avenue, Avenue "J" & Avenue "K" of Empire-Georgia Pecan Co. Subdivision 3 as shown on plat recorded in Deed Book 18 Page 624 and being more particularly described as follows:

Beginning at an iron pin located at the Northwest corner of said Tract 374; THENCE North 87 degrees 56 minutes 11 seconds West for a distance of 979.95 feet along the South line of said Tracts 358 & 357 and the extension thereof to an iron pin located in the centerline of said Avenue "J" (a 93.33' wide right of way); THENCE North 02 degrees 03 minutes 32 seconds East for a distance of 465.42 feet along the centerline of said Avenue "J" to an iron pin located on the South right of way of Sweetwater Avenue (AKA Second Avenue) (a 93.33' wide right of way); THENCE South 87 degrees 55 minutes 09 seconds East for a distance of 46.66 feet along the South right of way of said Sweetwater Avenue to an iron pin located at the end of the opened portion of Sweetwater Avenue and the Northwest corner of said Tract 357; THENCE North 02 degrees 18 minutes 24 seconds East for a distance of 93.33 feet along the end of the opened portion of Sweetwater Avenue to an iron pin located on the North right of way of Sweetwater Avenue and the Southwest corner of said Tract 342; THENCE North 87 degrees 55 minutes 09 seconds West for a distance of 46.66 feet along the North right of way of Sweetwater Avenue to an iron pin located in the centerline of said Avenue "J"; THENCE North 02 degrees 18 minutes 24 seconds East for a distance of 467.42 feet along the centerline of said Avenue "J" to an iron pin; THENCE North 02 degrees 03 minutes 21 seconds East for a distance of 887.17 feet along the centerline of said Avenue "J" to an iron pin located on the North line of said Land Lot 341 and the North line of said unopened First Avenue (a 46.66' wide right of way); THENCE South 87 degrees 58 minutes 21 seconds East for a distance of 2086.84 feet along the North line of said Land Lots 341 & 316 and the North line of said unopened First Avenue to an iron pin located on the North line of said Land Lot 316; THENCE South 87 degrees 55 minutes 08 seconds East for a distance of 536.96 feet along the North line of said Land Lot 316 and the North line of said First Avenue to the approximate low water mark of the West bank of the Flint River; THENCE South 23 degrees 24 minutes 15 seconds West for a distance of 148.25 feet along the approximate low water mark and West bank of the Flint River to a point; THENCE South 14 degrees 35 minutes 14 seconds West for a distance of 74.58 feet along the approximate low water mark and West bank of the Flint River to a point; THENCE South 09 degrees 13 minutes 40 seconds West for a distance of 216.53 feet along the approximate low water mark and West bank of the Flint River to a point; THENCE South 16 degrees 16 minutes 37 seconds West for a distance of 97.26 feet along the approximate low water mark and West bank of the Flint River to a point; THENCE South 00 degrees 56 minutes 02 seconds West for a distance of 146.55 feet along the approximate low water mark and West bank of the Flint River to a point; THENCE South 09 degrees 31 minutes 54 seconds West for a distance of 123.63 feet along the approximate low water mark and West bank of the Flint River to a point; THENCE South 00 degrees 59 minutes 51 seconds West for a distance of 131.29 feet along the approximate low water mark and West bank of the Flint River to a point; THENCE South 04 degrees 26 minutes 45 seconds East for a distance of 121.63 feet along the approximate low water mark and West bank of the Flint River to a point; THENCE South 24 degrees 25 minutes 29 seconds East for a distance of 95.94 feet along the approximate low water mark and West bank of the Flint River to a point; THENCE South 28 degrees 38 minutes 37 seconds East for a distance of 119.03 feet along the approximate low water mark and West bank of the Flint River to a point; THENCE South 22 degrees 24 minutes 34 seconds East for a distance of 241.99 feet along the approximate low water mark and West bank of the Flint River to a point; THENCE South 33 degrees 23 minutes 18 seconds East for a distance of 191.62 feet along the approximate low water mark and West bank of the Flint River to a point; THENCE South 27 degrees 21 minutes 20 seconds East for a distance of 248.85 feet along the approximate low water mark and West bank of the Flint River to a point; THENCE South 18 degrees 19

EXHIBIT "A" CONTINUED

minutes 57 seconds East for a distance of 110.06 feet along the approximate low water mark and West bank of the Flint River to a point; THENCE South 15 degrees 42 minutes 25 seconds East for a distance of 123.82 feet along the approximate low water mark and West bank of the Flint River to a point; THENCE South 10 degrees 28 minutes 50 seconds East for a distance of 134.44 feet along the approximate low water mark and West bank of the Flint River to a point; THENCE South 21 degrees 26 minutes 56 seconds East for a distance of 172.65 feet along the approximate low water mark and West bank of the Flint River to a point; THENCE South 33 degrees 32 minutes 02 seconds East for a distance of 160.19 feet along the approximate low water mark and West bank of the Flint River to a point; THENCE South 36 degrees 23 minutes 39 seconds East for a distance of 191.83 feet along the approximate low water mark and West bank of the Flint River to a point; THENCE South 29 degrees 48 minutes 55 seconds East for a distance of 187.59 feet along the approximate low water mark and West bank of the Flint River to a point; THENCE South 25 degrees 03 minutes 50 seconds East for a distance of 121.64 feet along the approximate low water mark and West bank of the Flint River to a point; THENCE South 18 degrees 35 minutes 43 seconds East for a distance of 198.00 feet along the approximate low water mark and West bank of the Flint River to a point; THENCE South 08 degrees 42 minutes 32 seconds East for a distance of 56.65 feet along the approximate low water mark and West bank of the Flint River to a point; THENCE South 34 degrees 51 minutes 26 seconds East for a distance of 85.39 feet along the approximate low water mark and West bank of the Flint River to a point; THENCE South 23 degrees 34 minutes 38 seconds East for a distance of 129.68 feet along the approximate low water mark and West bank of the Flint River to a point located on the South line of said Tract 212; THENCE North 88 degrees 00 minutes 00 seconds West for a distance of 1793.97 feet along the South line of said Tract 212 to an iron pin located on the North right of way of an unopened portion of Third Avenue (a 93.33' wide right of way); THENCE North 88 degrees 03 minutes 28 seconds West for a distance of 348.53 feet along the said North right of way of Third Avenue to an iron pin located at the Southwest corner of said Tract 212 and the East right of way of Victory Street (AKA Avenue "K") (a 93.33' wide right of way); THENCE North 88 degrees 05 minutes 55 seconds West for a distance of 93.33 feet along the North end of the opened portion of said Victory Street to an iron pin located on the West right of way of Victory Street and the Southeast corner of said Tract 404 this point being located in said Land Lot 341; THENCE continue North 88 degrees 05 minutes 55 seconds West for a distance of 460.77 feet along the North right of way of said unopened Third Avenue to an iron pipe located at the Southwest corner of said Tract 404; THENCE North 02 degrees 15 minutes 37 seconds East for a distance of 467.22 feet along the West line of said Tract 404 to an iron pipe located at the Southwest corner of said Tract 389; THENCE North 02 degrees 09 minutes 05 seconds East for a distance of 463.10 feet along the West line of said Tract 389 to an iron pipe located at the Southwest corner of said Tract 374; THENCE North 02 degrees 02 minutes 20 seconds East for a distance of 466.76 feet along the West line of said Tract 374 to the POINT OF BEGINNING.

~~Together with and subject to covenants, easements, and restrictions of record~~ Said property contains a total of 189.975 acres more or less and 16.652 acres of this total acreage being in said unopened streets. This property is furthermore described by a plat of survey for Chehaw Council of the Boy Scouts of America, Inc. by Larry Burnsed, Georgia Registered Land Surveyor #2634 and dated November 16, 2006.

DOC# 001717
FILED IN OFFICE
02/27/2008 03:01 PM
BK:3455 PG:231-233
EVONNE S. MULL
CLERK OF
COURT
DOUGHERTY COUNTY

AFTER RECORDING RETURN TO:

C. N. SPENCE
WATSON, SPENCE, LOWE AND CHAMBLESS
POST OFFICE BOX 2008
ALBANY, GEORGIA 31702-2008

CHEHAW COUNCIL OF BOY SCOUTS OF AMERICA, INC., PRESENT OWNER
DEED BOOK 30, PAGE 326; DEED BOOK 112, PAGE 191 AND DEED BOOK 159, PAGE
503, DOUGHERTY COUNTY LAND RECORDS.

AFFIDAVIT

GEORGIA, DOUGHERTY COUNTY.

Personally before the undersigned, an officer authorized to administer oaths in the State of Georgia, appeared Mark R. Meagher, who, upon being duly sworn, deposes and says on oath that he is a Registered Forester in the State of Georgia, with offices at 1150 Dawson Road, Albany, Georgia 31707; that since 1978 he has managed the timber operation on property owned by Chehaw Council of Boy Scouts of America, Inc., which property is more particularly described on Exhibit "A" hereto attached and made a part hereof; that since 1978 he has supervised two clear cuts of pine timber located on said property and the replanting of such property with pine trees following such clear cuts; that he in 1982 supervised the cutting of hardwood trees located on the property and from time to time supervised the thinning of all timber for the purpose of encouraging the growth of the remaining trees; that affiant is familiar with the entire 189.975 acres owned by Chehaw Council of Boy Scouts of America, Inc.; that he first became acquainted with the property in 1978; that the boundaries of the property are evidenced by a fence on the south and west sides, a drainage canal on the west side and the Flint River on the east side; that the possession of the property of the Chehaw Council of Boy Scouts of America, Inc. is further evidenced by posted signs located on the main gate; and that affiant knows that the property has been used as campsites and other activities by the Boy Scouts on a continuous basis.

Affiant also says that there is no evidence that the streets and roadway easements shown on the plat attached as Exhibit "A" have ever been opened; that access to the property has been prevented by fencing and gates for at least thirty (30) years; that the areas where the streets are depicted on the plat have been employed in the growing of timber and silva culture; and that so far as affiant knows that there has been no claim or attempt to use the streets or roadway easements shown on the plat.

Affiant further says that this affidavit is given for the purpose of evidencing that Chehaw Council of Boy Scouts of America, Inc. has been in actual adverse possession of said property

for more than thirty-seven (37) years and affiant knows from other evidence that said corporation has owned the property since May 22, 1947, which is over sixty (60) years.

Sworn to and subscribed before me
this 25TH day of February, 2008.

Shirley B. Dees

Notary Public

My commission expires: 6/25/2009

(AFFIX NOTARY SEAL HERE)

GAR-ESTATE/CNS\2008\AFFID\BOY SCOUTS MEAGHER
AFF.WPD/08-V-34

Mark R. Meagher

Mark R. Meagher

DOC# 001716
FILED IN OFFICE
02/27/2008 03:01 PM
BK:3455 PG:230-230
EVONNE S. MULL
CLERK OF
COURT
DOUGHERTY COUNTY

AFTER RECORDING RETURN TO:

C. N. SPENCE
WATSON, SPENCE, LOWE AND CHAMBLESS
POST OFFICE BOX 2008
ALBANY, GEORGIA 31702-2008

QUIT CLAIM DEED

GEORGIA, DOUGHERTY COUNTY.

THIS INDENTURE, made the 19th day of February, 2008, between **REGIONS BANK, successor by merger to First State Bank and Trust Company** of the State of Georgia, hereinafter called Grantor, and **CHEHAW COUNCIL OF BOY SCOUTS OF AMERICA, INC.**, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, personal representatives, successors and assigns where the context requires or permits).

WITNESSETH THAT: Grantor, for and in consideration of the sum of One Dollar (\$1.00) and other valuable considerations in hand paid at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, has bargained, sold and does by these presents bargain, sell, remise, release and forever quit claim to the said Grantee all the right, title, interest, claim or demand which the said Grantor has or may have had in and to the following described property:

All that tract or parcel of land lying and being in the First Land District of Dougherty County, Georgia, and being more particularly described as all of fractional Land Lot 316, containing 95.89 acres, more or less, and all those portions of Land Lot 341 consisting of tracts or parcels numbers 312, 313, 314, 328, 329, 342, 343, 344, 357, 358, 359, 389 and 404 of the United Pecan Company property known as Subdivision No. 4 of the Empire Georgia Pecan Company Incorporated, according to the plat of the subdivision recorded in Deed Book 18, Page 625, in the office of the Clerk of Superior Court of Dougherty County, Georgia, the last listed parcels containing in the aggregate an area of 62 acres, more or less.

The purpose of this deed is to satisfy of record that certain security deed from Southwest Georgia Council Boy Scouts of America, Inc., formerly Chehaw Council of The Boy Scouts of America, Inc. to First State Bank and Trust Company, dated March 25, 1988, recorded in Deed Book 913, Page 94, Dougherty County land records, as the indebtedness secured by this security deed has been paid in full and the original deed has either been lost or destroyed.

with all rights, members and appurtenances to the said premises in anywise appertaining or belonging.

TO HAVE AND TO HOLD the said described premises unto the said Grantee, so that neither the said Grantor, nor any other person or persons claiming under the Grantor, shall at any time claim or demand any right, title or interest to the above described premises or its appurtenances.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed by its duly authorized officers and its corporate seal hereunto affixed, the day and year above written.

Signed, sealed and delivered

REGIONS BANK

in the presence of:

By: *[Signature]*

SR. Vice-President

Attest: *[Signature]*

Asst. Vice-President

(AFFIX CORPORATE SEAL HERE)

[Signature]
Notary Public
My Commission Expires *[Date]*
(Affix Notary Seal Here)

QAR-ESTATE/CNS-DOUGHERTY CHEHAW COUNCIL QCD-WPD/08-V-34

LAW OFFICES
WATSON, SPENCE,
LOWE AND CHAMBLESS,
LLP
P. O. BOX 2008
ALBANY, GEORGIA
31702-2008