

Said property is conveyed subject to applicable easements and restrictions shown on said plat and filed of record.

THIS CONVEYANCE IS MADE SUBJECT TO AND ENHANCED BY THE FOLLOWING:

1. As to the drainage utility structures and systems (hereinafter: UTILITIES) in place, both parties agree that all UTILITIES are not absolutely defined on any plats but do exist within these tracts to be deeded hereunder. Both parties agree that all UTILITIES as they exist are considered Augusta-Richmond County easements by prescription and will continue to be Augusta-Richmond County easements after the sale of subject properties. During this project, some of these will have to UTILITIES be relocated for the Kroc Center project to be completed as drawn. Both parties agree that, as these UTILITIES need to be considered to be moved or relocated, Toole Surveying Company, Inc., on behalf of The Salvation Army (Kroc Center Project) shall first obtain written permission from the engineering department and utility department of Augusta-Richmond County before these UTILITIES are relocated. Once that agreement is reached, a document will be drawn showing all of the new locations and new easements to be drawn and those easements will be granted and the new UTILITIES shall be dedicated, in writing, by The Salvation Army to Augusta-Richmond County and Augusta-Richmond County will abandon all previous easements and UTILITIES that are relocated by this agreement. Both parties understand that this process will be a work in progress as the engineering and architectural drawings proceed for the Kroc Center Project.
2. Augusta, Georgia, shall retain a twenty (20) foot permanent drainage, utility, access and maintenance easement over all existing water pipelines and sanitary sewer pipelines as shown on a plat prepared by Toole Surveying Company, Inc., for the Salvation Army (Kroc Center)), dated May 29, 2009, and revised June 30, 2009, said plat being recorded with this document and to which reference is made for a more accurate and complete description of metes, bounds and courses. Said easements are for the purposes of repairing, maintaining, laying, relaying, installing, expanding, and adding structures transporting Augusta's drainage and utilities.
3. Augusta, Georgia shall retain unto itself a permanent drainage and utility corridor and canal maintenance easement, which varies in width from one hundred (100) feet to one hundred thirty three (133) feet, as shown on said plat. Said easement shall be in the form of a permanent drainage, utility, access and maintenance easement covering all existing water and/or sanitary sewer pipelines, all future water and/or sanitary sewer pipelines, and any other utility services constructed, or maintained, by Augusta, Georgia. Said easement is for the purposes of repairing, maintaining, laying, relaying, installing, expanding, and adding structures transporting Augusta's drainage and utilities, as well as for the maintenance of the canal.
4. Augusta, Georgia shall also retain unto itself a twenty (20) foot permanent easement over any drainage and utility structure, constructed and/or maintained by Augusta, Georgia, which is not shown on said plat, but which may be discovered at a later date. Said easement(s) will be for the same purposes as stated above.
5. Augusta, Georgia, its successors and assigns, also retain the right, but not the duty, to clear and keep clear all trees, undergrowth and other obstructions from said permanent easement(s), along with the free right of ingress and egress to and from said permanent easements for this purpose and all aforesaid purposes. The Grantee, its successors, heirs and assigns shall have the right to use said easement(s) in any manner not inconsistent or interfering with the aforesaid

Exhibit B