

TOWN COUNCIL

STAFF REPORT Executive Department



MEETING DATE:	August 8, 2023
PROJECT:	Consideration to Approve Amendment 2 of an Agreement with the Non-Profit Owner of Eagles Field, Bluffton Eagles Community Action Committee
PROJECT MANAGER:	Stephen Steese, Town Manager

REQUEST: Request for Town Council to authorize the Town Manager to update the Agreements with the non-profit entity that owns Eagles Field, the Bluffton Eagles Community Action Committee, with Amendment 2 to the Agreement.

BACKGROUND: In Fiscal Year 2016, Town Council identified priority upgrades to the Eagles Field that were included in the Buck Island-Simmons ville Neighborhood Plan, Eagles Field Master Plan. To create a partnership in achieving those goals, the Town signed an agreement with the non-profit owner of Eagles Field, the Bluffton Eagles Community Action Committee (the "Committee").

That Agreement was dated 11/19/2015 and had a five-year term with two (2) optional terms of five years each. Amendment 1 of the Agreement was to exercise the first option term, making the Agreement effective through 11/18/2025. This second amendment is to update the duties of the parties to more accurately reflect current obligations since the time of the original signing.

Specifically, Amendment 2 changes include:

- Changing the Town's responsibilities of working with utility companies, on project management services, and on historic research for the purposes of listing on appropriate registers from the primary party to an assistant capacity;
- Removing access to Town-owned lawn or maintenance equipment;
- Clarifying that amendments to the Initial Master Plan are enacted periodically as appropriate;
- Clarifying that the clause to partner on public recreation facilities from mandatory to permissive;
- Consolidating the term and termination clauses for clarity.

NEXT STEPS: Town Council to approve to the signing of Amendment 2 of Agreement number 2015-55 with Bluffton Eagles Community Action Committee.

SUMMARY: If Town Council approves this action today, Agreement number 2015-55, Amendment 2, will update the duties of the parties to more accurately reflect the current obligations since the time of the signing of the original agreement.

ATTACHMENTS:

1. Town of Bluffton Agreement 2015-55, Amendment 2
2. Resolution
3. Recommended Motion

STATE OF SOUTH CAROLINA)	AMENDMENT # 2
)	TO
COUNTY OF BEAUFORT)	MOA # 2015-55

WITNESSETH:

WHEREAS, a Memorandum of Agreement ("Agreement") was entered into by and between the Town of Bluffton, South Carolina, a municipality and body politic (the "Town") and Bluffton Eagles Community Action Committee (the "Committee"), the owner of Eagles Field, on the 19th of November 2015;

WHEREAS, the purpose of entering a partnership detailed in the Agreement was to enhance and add value to the historical significance and cultural value of Eagles Field, identified as Parcel ID R610 031 000 0114 000, a parcel wholly within the Town of Bluffton corporate limits; and

WHEREAS, the Buck Island Simmonsville Neighborhood Plan provided for a Master Plan for Eagles Field which included improvements including a new parking area, community center, youth baseball field, concession stand, fitness trail, upgraded bleachers and bull pen areas, which were then also included in the Fiscal Year 2016 Strategic Plan; and

WHEREAS, the term of the Agreement contemplated a five-year initial term with the option to renew for two (2) additional five-year terms; and

WHEREAS, the initial term of the Agreement was effective from 11/19/2015 through 11/18/2020; and

WHEREAS, the Parties signed Amendment 1 of the Agreement on April 8th, 2021 to exercise the first option to renew the Agreement from 11/19/2020 through 11/18/2025;

WHEREAS, the Parties desire to update the duties of the Town to reflect the developments that have occurred since the original signing;

NOW THEREFORE, the Town and the Committee, for due and valuable consideration, and the mutual promises contained herein, do hereby agree as follows:

1. Recitals. The above recitals are incorporated herein.

2. Duties of the Town

The Town shall:

- a. In collaboration with the Committee, amend the Initial Master Plan from time to time as may be appropriate;

- b. Review, and approve as appropriate, all development plans for the improvements including future expansion;
- c. Ensure enforcement of the Duties of the Committee as enumerated in Section 3 below;
- d. Assist the Committee in working with the appropriate utility companies to install and enhance certain utilities including, but not limited to lighting, sewer and water;
- e. Provide monthly field maintenance including mowing and trimming of the grass;
- f. There shall be no access to Town-owned lawn or maintenance equipment by anyone not employed by the Town;
- g. Provide administrative assistance to the Committee for the coordination of required business filings per local, state, and federal regulations;
- h. Assist as requested with project management services including the preparation and submission of Development Plans, including applicable outside agency approvals, design, construction, and funding for the identified improvements including but not limited to upgraded fencing, dug outs, and signage;
- i. Provide a waiver of Town plan and permit application fees;
- j. Assist the Committee in the historic research and listing of the property on any appropriate registers;
- k. Assist the Committee in seeking grants from state and/or national government or private sources.

3. Duties of the Committee

The Committee shall:

- a. Provide the Town appropriate documentation of the Committee's corporate and 501(c)(3) status, and maintain such status through the life of this Agreement;
- b. Permit public access to Eagles Field for active and passive recreational purposes;
- c. Permit the Town of sponsor special events on the property including, but not limited to, National Night Out, upon request and based on availability;
- d. Notify the Town of any changes in the organizational management of the Committee, including but not limited to new, additional, or replacement Board members, and any change to the Committee's 501(c)(3) status;
- e. Manage the scheduling of all events at Eagles Field;
- f. Defend, indemnify, and hold harmless the Town, its officers, directors, agents, and employees from and against any and all actions, costs, claims, losses, expenses, and/or damages, including attorney's fees, whether incurred prior to the institution of litigation, during litigation, or an appeal arising out of or resulting from the conduct of any activity hereby authorized or the

performance of any requirement imposed pursuant by this Agreement, however caused or occasioned, unless caused by the willful misconduct or gross negligence of the Town. The Committee shall immediately contact the Town should any changes to the liability insurance policy occur;

- g. Provide an annual statement to the Town outlining financial activities, donations, etc.; and
- h. In the future, if the Town partners with the Committee for public recreation facilities and/or programs, the Committee agrees to cooperate and work with the Town in all relevant aspects;

4. General Requirements of the Agreement

- a. The Parties hereto intend that no master/servant, employer/employee, or principal/agent relationship will be created by this Agreement. Nothing contained herein creates any relationship between the Town and Committee other than that which is expressly stated herein. The Town is interested only in the results to be achieved under this Agreement, and the conduct and control of the agents and employees of the Committee and the methods utilized by the Committee in fulfilling its obligations hereunder shall lie solely and exclusively with the Committee, and its agents and employees shall not be considered agents or employees of the Town of any purpose. No person employed by the Committee shall have any benefits, status, or right of employment with the Town.
- b. This Agreement shall not be modified unless such modification is in writing and signed by the Town and the Committee.
- c. Neither Party may assign this Agreement to another organization without prior written approval of the other Party.

5. Term and Termination

- a. This Agreement is currently in its first renewal option term which shall expire on 11/18/2025 unless otherwise terminated hereunder. The Town and the Committee may renew this Agreement for one additional five-year term, effective from 11/19/2025 through 11/18/2030, at the expiration of the first renewal option term with a written amendment signed by the Parties.
- b. It is agreed that either of the Parties shall have the right and privilege of terminating this Agreement at any time upon providing one (1) month notice, in writing, to the other party. In the event this Agreement is terminated, all rights and interests of the Parties shall cease and any permanent building or improvements erected by the Town shall then be and become property of the Committee.
- c. This Agreement shall be subject to annual funding.

[Remainder of Page Intentionally Omitted. Signature Page(s) to Follow]

WITNESS

WITNESS

TOWN OF BLUFFTON

Stephen Steese
Town Manager

BLUFFTON EAGLES COMMUNITY
ACTION COMMITTEE

Fred Hamilton
President

Attachments:

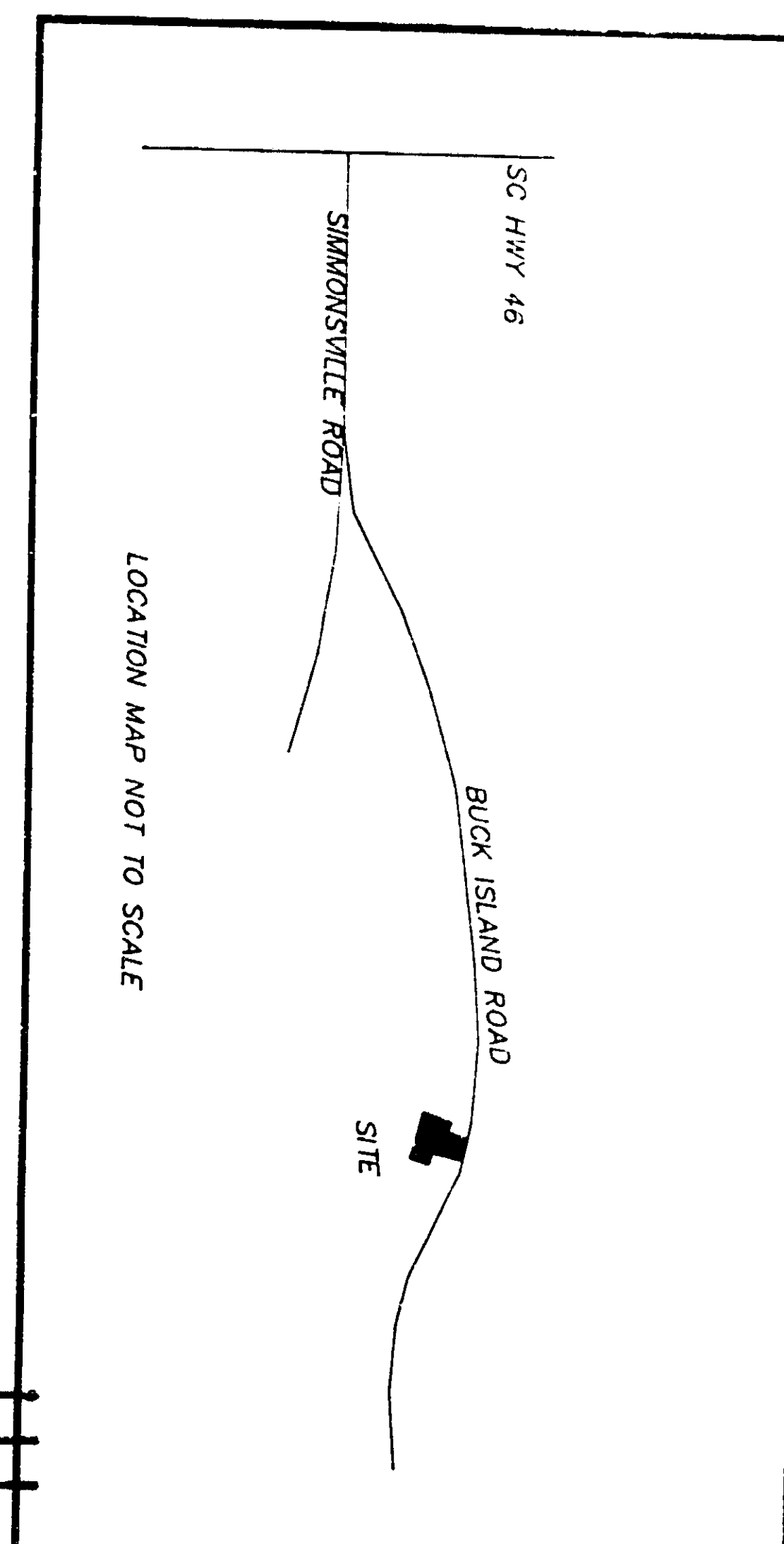
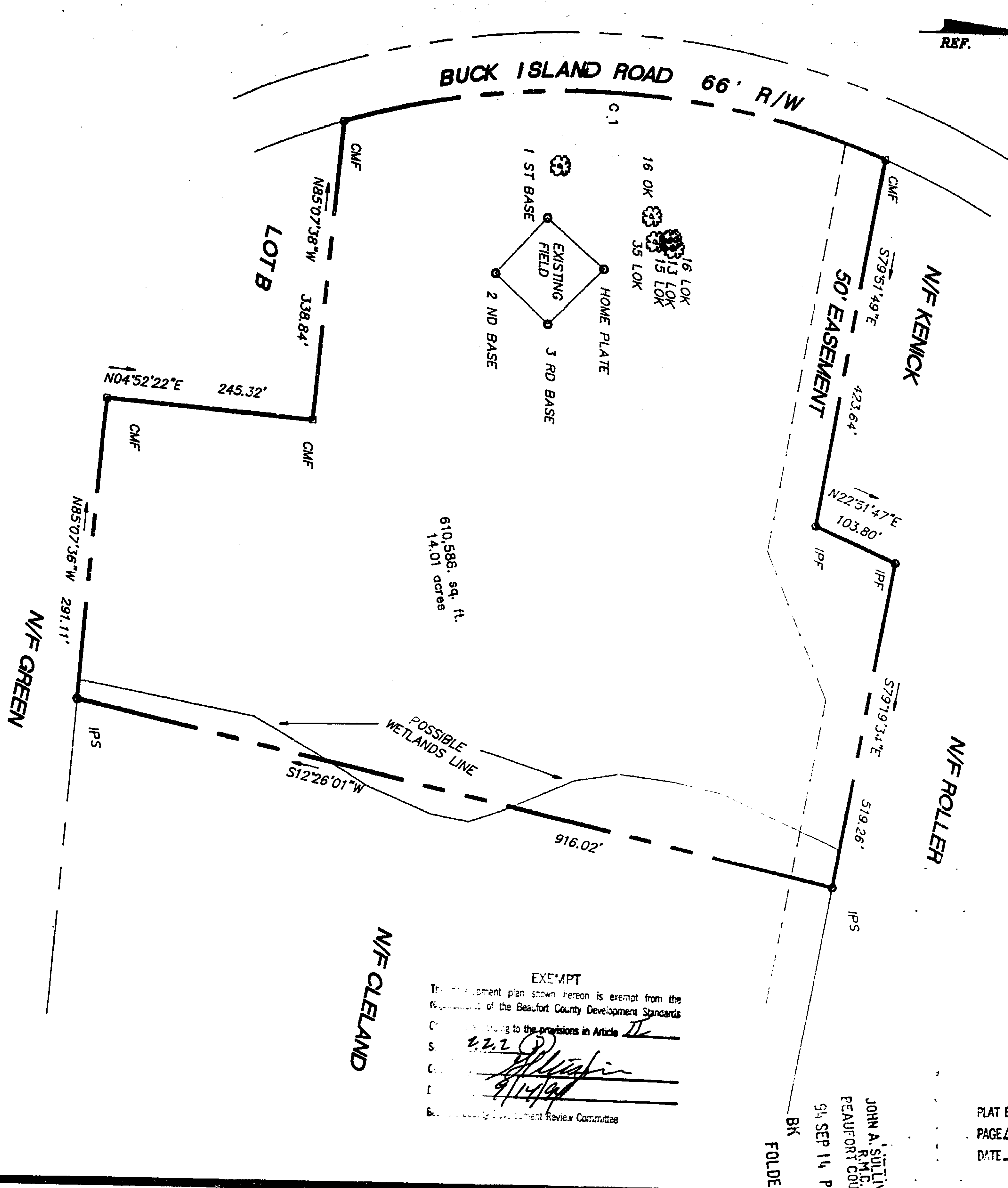
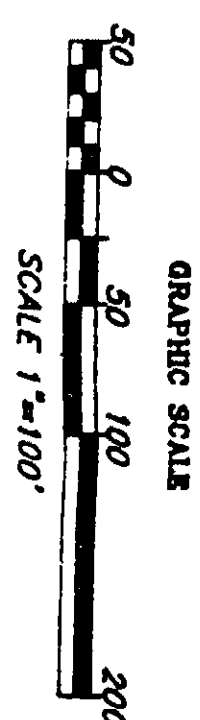
1. Eagles Field Aerial View and Plats
2. Eagles Field Master Plan

Attachment 1

Eagles Field Aerial View and Plats



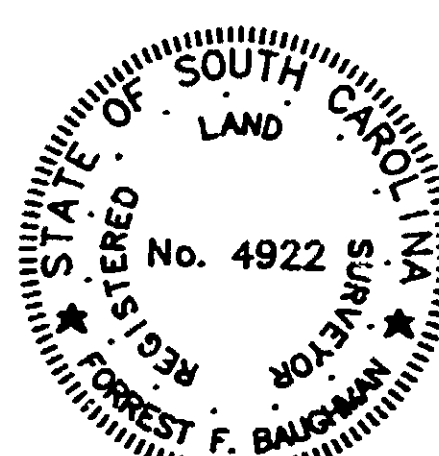
CURVE	RADIUS	LENGTH	CHORD	BEARING
C 1	985.47'	653.27'	641.37'	S02°28'22"W



T-SQUARE GROUP, INC.
PROFESSIONAL LAND SURVEYORS
P.O. Drawer 330
Burnt Church Road
Bluffton, S.C. 29910
Phone 803-757-2650 Fax 803-757-5758
JOB No. 94-411B

I HEREBY STATE TO THE BEST OF MY KNOWLEDGE, INFORMATION & BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS A SURVEY AS SPECIFIED THEREIN.

Forrest F. Baughman
FORREST F. BAUGHMAN, PLS # 4922



THE ABOVE PLAT PREPARED BY ME AT THE REQUEST OF
VAUX & MARSCHER, P.A.
A BOUNDARY SURVEY OF 14.01 ACRE TRACT
EAGLES BALL FIELD, OFF BUCK ISLAND ROAD,
BLUFFTON TOWNSHIP, BEAUFORT COUNTY, SOUTH CAROLINA

NOTE: This Lot Lies In A Federal Flood Plain Zone
Minimum Required Elevation Ft. NGVD29

REFERENCE PLAT:

DATE: AUGUST 30, 1994

1/ No RB Strakey
STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT)

IN THE COURT OF COMMON PLEAS
C/A NO.: 2006-CP-07- 631

BEAUFORT COUNTY SC- ROD
BK 02970 PGS 0947-0955
DATE: 07/02/2010 04:35:16 PM
INST # 2010034874 RCPT# 621282

Beaufort County, a political subdivision of the)
State of South Carolina,)

Condemnor,)

vs.)

Bluffton Eagles Community Action Committee,)

Landowners,)

and)

Beaufort County Tax Assessor, Lienholder;)

Native Island Business and Community Affairs)

Association, Inc., Mortgagee; and)

GE Capital Financial, Inc. Judgment Creditor)

Other Condemnee.)

ANNOTATED
CONDEMNATION NOTICE
AND
TENDER OF PAYMENT
(Jury Trial Demanded)

06 MAR 20 PM 3:30
BEAUFORT COUNTY
COURT OF COURTS
BEAUFORT, S.C.

TO: BLUFFTON EAGLES COMMUNITY ACTION COMMITTEE LANDOWNERS and
BEAUFORT COUNTY TAX ASSESSOR, Lienholder, NATIVE ISLAND BUSINESS
AND COMMUNITY AFFAIRS ASSOCIATION, INC. Mortgagee; and GE CAPITAL
FINANCIAL, INC., JUDGMENT CREDITOR, OTHER CONDEMNEDS ABOVE
NAMED:

Pursuant to the South Carolina Eminent Domain Procedure Act, Section 28-2-10, et seq.,
Code of Laws of South Carolina, 1976, as amended, you are hereby notified as follows:

1. Beaufort County (hereinafter referred to as Condemnor) is the Condemnor herein and
seeks to acquire the real property described herein for public purposes. Bluffton Eagles
Community Action Committee is named as Landowner in this action by virtue of their claim(s)
of title (or other interests) as shown by that certain General Warranty Deed dated June 6, 2001,
from Del Web Communities, Inc., recorded June 12, 2001 in the Register of Deeds Office for

ADD DMP Record 11/24/2010 04:44:37 PM
BEAUFORT COUNTY TAX MAP REFERENCE
Dist Map SMap Parcel Block Week
R610 031 000 1554 0000 00

Beaufort County in Deed Book 1430, Page 1729.

2. The Beaufort County Tax Assessor, lienholder is made a party in this action as "Other Condemnee(s)" by virtue of those certain taxes due and payable.
3. Native Island Business and Community Affairs Association, Inc., Mortgagee is made a party in this action as "Other Condemnee(s)" by virtue of that certain Mortgage dated July 28, 2004 and recorded in the Beaufort Coujty Register of Deeds on August 26, 2004 in Book 2010 at Page 182.
4. GE Capital Financial Inc. is named a party in this action as "Other Condemnee(s)" by virtue of that Confession of Judgment # 121493 dated August 7, 2001 and recorded in the Clerk of Court's Office for Beaufort County on July 23, 2003.
5. The following is a description of the real property subject to this action and a description of the interest sought to be acquired in and to the property by the Condemnor:

UTILITY EASEMENT

ALL that certain tract or parcel of land with all buildings and improvements thereon lying and being in the Town of Bluffton, Beaufort county, South Carolina as described on Exhibit "A" attached hereto and made a part hereof.

And

RIGHT OF WAY EASEMENT

All that certain tract or parcel of land with all buildings and improvements threon, lying and being in the Town of Bluffton, Beaufort County, South Carolina as described on Exhibit "B" attached hereto and made a part hereof.

TMS#: R600 031 000 0114 0000

6. Condemnor is vested with the power of eminent domain pursuant to Section 57-17-20 and Section 28-2-60, Code of Laws of South Carolina, 1976, as amended.
7. The property sought herein is to be acquired for public purposes, more particularly for the construction of Bluffton Parkway, Phase III.
8. This action is brought pursuant to Section 28-2-240, Code of Laws of South Carolina, 1976, as amended.
9. Condemnor has complied with the requirements set forth in Section 28-2-70(a), Code of Laws of South Carolina, 1976, as amended, by having the subject property appraised and making the appraisal available to the Landowner(s) where required by law, and certifies to the Court that a negotiated resolution has been attempted prior to the commencement of this action, or pursuant to Section 12-27-405, Code of Laws of South Carolina, 1976, as amended, an appraisal of this property was not required.
10. Project plans may be inspected at the office of Beaufort County Engineering Department, 100 Ribaut Road, Room 255, Beaufort, South Carolina, 29901.
11. THE CONDEMNOR HAS DETERMINED JUST COMPENSATION FOR THE PROPERTY AND RIGHTS TO BE ACQUIRED HEREUNDER INCLUDING ALL DAMAGES, TO BE THE SUM OF ONE HUNDRED FORTY-SEVEN THOUSAND, SEVEN HUNDRED AND NO/100 DOLLARS (\$147,700.00) AND HEREBY TENDERS PAYMENT THEREOF TO THE LANDOWNER(S).
12. Payment of this amount will be made to the Landowner(s), if within thirty (30) days of

service of this Condemnation Notice, the Landowner(s) in writing, requests payment, and agrees to execute any instruments necessary to convey to the Condemnor the property interests and rights described hereinabove. The Agreement and Request for Payment must be sent by first class certified mail with return receipt requested or delivered in person to Beaufort County, Post Office Drawer 1228, Beaufort, SC 29901. If no Agreement and Request for Payment is received by the Condemnor within the thirty (30) day period, the tender is considered rejected.

13. If the tender is rejected, the Condemnor has the right to file this Condemnation Notice with the Clerk of Court of the County where the property is situated and deposit the tender amount with the Clerk. The Condemnor shall give the Landowner(s) and Other Condemnee(s) notice that it has done so and may then proceed to take possession of the property interests and exercise the rights described in this Condemnation Notice.

14. AN ACTION CHALLENGING THE CONDEMNOR'S RIGHT TO ACQUIRE THE PROPERTY AND RIGHTS DESCRIBED HEREIN MUST BE COMMENCED IN A SEPARATE PROCEEDING IN THE COURT OF COMMON PLEAS WITHIN THIRTY DAYS OF THIS CONDEMNATION NOTICE, OR THE LANDOWNER(S) WILL BE CONSIDERED TO HAVE WAIVED THE CHALLENGE.

15. THE CONDEMNOR HAS ELECTED NOT TO UTILIZE THE APPRAISAL PANEL PROCEDURE. Therefore, if the tender herein is rejected, the Condemnor shall notify the Clerk of Court and shall demand a trial to determine the amount of just compensation to be paid. A copy of that notice must be served on the Landowner(s). That notice shall state whether the Condemnor demands a trial by jury or by the Court without a jury. The Landowner(s) has the

right to demand a trial by jury. The case may not be called for trial before sixty (60) days after the service of that notice, but it may thereafter be given priority for trial over other civil cases. The Clerk of Court shall give the Landowner(s) written notice by mail of the call of the case for trial.

16. THEREFORE, IF THE TENDER HEREIN IS REJECTED, THE LANDOWNER(S) IS ADVISED TO OBTAIN LEGAL COUNSEL AT ONCE, IF NOT ALREADY OBTAINED.

17. In the event the Landowner(s) accepts the amount tendered in this Notice, the attached Agreement and Request for Payment form should be signed and returned to the Condemnor within thirty (30) days of your receipt of this Notice.

STUCKEY & MURPHY LAW OFFICES, LLC



CHRISTOPHER L. MURPHY
123 Meeting Street
P.O. Box 1755
Charleston, South Carolina 29405
Telephone: 843-577-9323

ATTORNEY FOR CONDEMNOR

Charleston, South Carolina

March 10, 2006.

G:\Beaufort County, Condemnations\Bluffton Eagles Community Act. Com. (05-2724)\Pleadings\cond.notice.9-15-05.wpd

All that certain tract or parcel of land lying and being in the Town of Bluffton, Beaufort County, South Carolina. Said parcel of land being dedicated as a Utility Easement along a portion of the Bluffton Parkway Phase 3 right of way and being more particularly described as follows; BEGINNING AT A 3/4" IRON PIPE SET on the existing easterly right of way line of Buck Island Road (variable R/W), having South Carolina state plane coordinates (NAD 83) of N 156634.4161, E 2036546.5626;

Thence leave the aforesaid right of way line of Buck Island Road, N 03°01'29" E a distance of 156.35' to a 3/4" iron pipe set; thence 182.63' along the arc of a curve turning to the right, having a radius of 936.00', a chord bearing of N 08°34'33" E, and a chord length of 182.34' to a 3/4" iron pipe set; thence N 57°54'51" E a distance of 74.13' to a 3/4" iron pipe set; thence S 80°13'30" E a distance of 516.51' to a 3/4" iron pipe set; thence 241.66' along the arc of a curve turning to the right, having a radius of 895.00', a chord bearing of S 72°29'23" E, and a chord length of 240.93' to a 3/4" iron pipe set; thence S 12°26'38" W a distance of 20.52' to a point; thence 240.81' along the arc of a curve turning to the left, having a radius of 875.00', a chord bearing of N 72°20'27" W, and a chord length of 240.05' to a point; thence N 80°13'30" W a distance of 508.86' to a point; thence S 57°54'51" W a distance of 72.65' to a point; thence 162.39' along the arc of a curve turning to the left, having a radius of 926.00', a chord bearing of S 08°00'36" W, and a chord length of 162.18' to a point; thence S 03°01'29" W a distance of 157.00' to a point; thence S 10°25'17" W a distance of 31.09' to a point on the easterly right of way line of Buck Island Road; thence proceed along said right of way line 32.05' along the arc of a curve turning to the right, having a radius of 977.88', a chord bearing of N 07°45'38" W, and a chord length of 32.05' to a 3/4" iron pipe set; which is the point of beginning, having an area of 0.459 acres.

Said parcel of land being generally bounded as follows: on the north, south, and west by Bluffton Eagles Community Action Committee and on the east by Annie Mae Green Bennett and also being shown on a plat entitled "A Right of Way Plat for a Portion of Bluffton Parkway Phase 3 through Lands of Bluffton Eagles Community Action Committee", prepared by Thomas & Hutton Engineering Co., dated April 15, 2005, last revised February 20, 2006 and signed by South Carolina Professional Land Surveyor Wright C. Powers Jr. No. 19895.

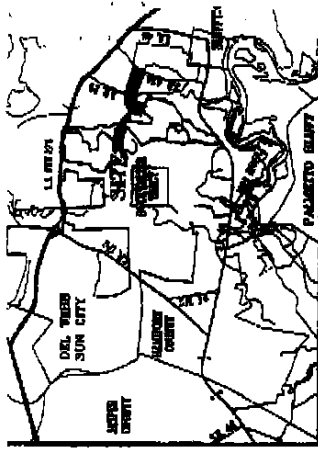
Utility Easement
Rev - 2/20/06

All that certain tract or parcel of land lying and being in the Town of Bluffton, Beaufort County, South Carolina. Said parcel of land being dedicated as a portion of the Bluffton Parkway Phase 3 right of way and being more particularly described as follows; BEGINNING AT A 3/4" IRON PIPE SET on the existing easterly right of way line of Buck Island Road (variable R/W), having South Carolina state plane coordinates (NAD 83) of N 156634.4161, E 2036546.5626;

Thence along the aforesaid right of way line of Buck Island Road 451.81' along the arc of a curve turning to the right, having a radius of 977.88', a chord bearing of N 06°24'53" E, and a chord length of 447.81' to a point; thence 43.59' along the arc of a curve turning to the right, having a radius of 977.88', a chord bearing of N 20°55'41" E, and a chord length of 43.59' to a concrete monument found; thence leave the aforesaid right of way line of Buck Island Road S 79°20'19" E a distance of 434.97' to a concrete monument found; thence N 10°41'15" E a distance of 104.96' to a concrete monument found; thence S 79°21'46" E a distance of 380.15' to a 2" iron pipe found; thence S 12°26'38" W a distance of 105.25' to an iron pipe set; thence S 12°26'38" W a distance of 122.69' to a 3/4" iron pipe set; thence 241.66' along the arc of a curve turning to the left, having a radius of 895.00', a chord bearing of N 72°29'23" W, and a chord length of 240.93' to a 3/4" iron pipe set; thence N 80°13'30" W a distance of 516.51' to a 3/4" iron pipe set; thence S 57°54'51" W a distance of 74.13' to a 3/4" iron pipe set; thence 182.63' along the arc of a curve turning to the left, having a radius of 936.00', a chord bearing of S 08°34'33" W, and a chord length of 182.34' to a 3/4" iron pipe set; thence S 03°01'29" W a distance of 156.35' to a 3/4" iron pipe set; which is the point of beginning, having an area of 2.935 acres.

Said parcel of land being generally bounded as follows: on the north by Betty V. Roller and Richard Kenick, on the east by Annie Mae Green Bennett, on the south by Bluffton Eagles Community Action Committee, and on the west by Buck Island Road and also being shown on a plat entitled "A Right of Way Plat for a Portion of Bluffton Parkway Phase 3 through Lands of Bluffton Eagles Community Action Committee", prepared by Thomas & Rutton Engineering Co., dated April 13, 2005, last revised February 20, 2006 and signed by South Carolina Professional Land Surveyor Wright C. Powers Jr. No. 19895.





VICINITY MAP (NOT TO SCALE)

THIS DOCUMENT AND ALL REPRODUCIBLE COPIES OF THIS DOCUMENT ARE THE PROPERTY OF THOMAS & HUTTON ENGINEERING COMPANY. REPRODUCTION OF THIS DOCUMENT IS NOT PERMITTED WITHOUT WRITTEN CONSENT OF THOMAS & HUTTON ENGINEERING COMPANY. UNLESS THIS DOCUMENT BECOMES A MATTER OF PUBLIC RECORD, ALTERATIONS TO THIS DOCUMENT ARE NOT PERMITTED.

**A RIGHT OF WAY PLAT FOR A
PORTION OF BLUFFTON
PARKWAY PHASE 3
THROUGH EAGLES COMMUNITY
ACTION COMMITTEE**

TOWN OF BLUFFTON
BEAUFORT COUNTY, SOUTH CAROLINA
PREPARED FOR:
BEAUFORT COUNTY

RECORDED IN BOOK _____ PAGE _____
DATE _____

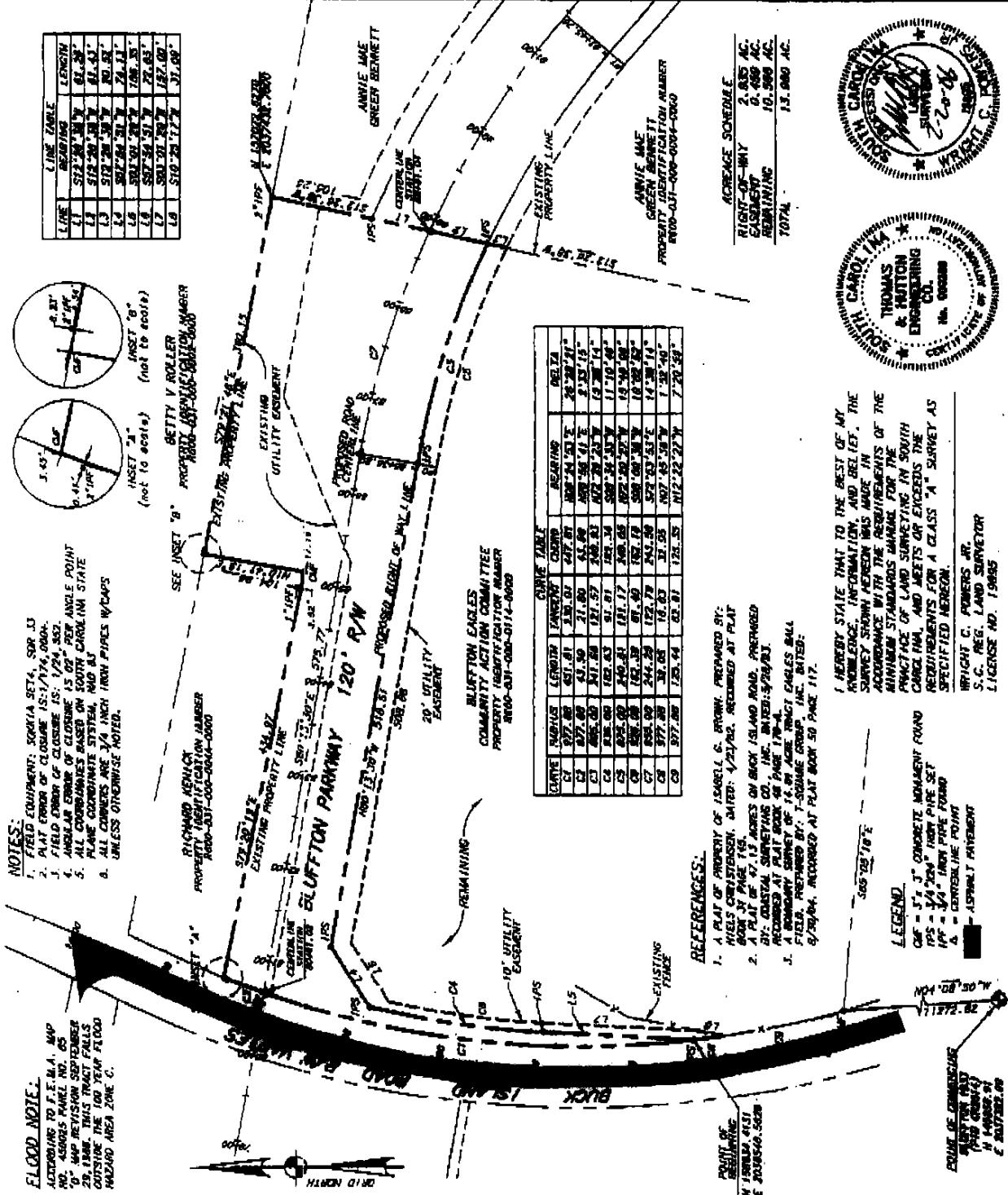
OFFICE OF THE REGISTER OF DEEDS
BEAUFORT COUNTY, S.C.

REPLACES PLATS IN _____ PAGE _____
PREPARED BY:

THOMAS & HUTTON ENGINEERING CO.
50 PACE OF CONSUMERS WAY, P.O. BOX 2727
SAVANNAH, GA 31406 / (912) 284-5300
www.thomas-hutton.com

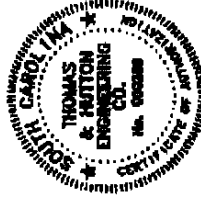


SCALE: 1" = 100'
FILE: 1-10334
DRAWN BY: C.L.H.
REVIEWED BY: T.B.G.
PLAT DATE: 3/20/06
APPROVED BY: M.C.P.
PLAT DATE: 3/20/06
PARTY CHIEF: B.D.
LAST REVISED: 2/20/06
SHEET 1 OF 1



LINE	BEARING	LENGTH
1	S 72° 28' 30" W	81.28'
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69	S 72° 28' 30" W	70.81'
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96	S 72° 28' 30" W	70.81'
97	S 72° 28' 30" W	70.81'
98	S 72° 28' 30" W	70.81'
99	S 72° 28' 30" W	70.81'
100	S 72° 28' 30" W	70.81'

RIGHT-OF-WAY	ACREAGE
EXISTING	2.853 AC.
REMAINING	0.488 AC.
TOTAL	10.980 AC.



I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS "A" SURVEY AS SPECIFIED HEREON.

WRIGHT C. POWERS JR.
S.C. REG. LAND SURVEYOR
LICENSE NO. 13485

LEGEND
 C&G = 3" x 3" CONCRETE MONUMENT FOUND
 IPS = 1/4" DIA. IRON PIPE SET
 HP = 1/4" DIA. IRON PIPE FOUND
 A = CENTERLINE POINT
 B = ASPHALT PAVEMENT

REFERENCES:

1. A PLAT OF PROPERTY OF ISABELL C. BROWN, PREPARED BY: HILLS CHRISTENSEN, DATED: 4/21/80, RECORDED AT PLAT BOOK 37 PAGE 145.
2. A PLAT OF 17.5 ACRES ON BUCK ISLAND ROAD, PREPARED BY: HILLS CHRISTENSEN, DATED: 4/21/80, RECORDED AT PLAT BOOK 37 PAGE 145.
3. A PLAT OF 17.5 ACRES ON BUCK ISLAND ROAD, PREPARED BY: HILLS CHRISTENSEN, DATED: 4/21/80, RECORDED AT PLAT BOOK 37 PAGE 145.
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FLOOD NOTE:
 ACCORDING TO F.E.M.A. MAP
 NUMBERED 15-174-000A,
 10% ANNUAL FLOODING SEVERENCE
 20% ANNUAL FLOODING SEVERENCE
 50% ANNUAL FLOODING SEVERENCE
 100% ANNUAL FLOODING SEVERENCE
 HAZARDOUS AREA ZONE C.

This condemnation action has ended pursuant to a settlement in the amount of \$169,800.00 and a Consent Order of Dismissal dated June 18, 2010.



JERRI Roseneau, Clerk of Court
Beaufort County

.....
BOOK _____ PAGE _____

Attachment 2
Eagles Field Master Plan



A RESOLUTION

RELATING TO THE TOWN OF BLUFFTON, SOUTH CAROLINA, SUPPORT OF AMENDMENT 2 TO AGREEMENT NUMBER 2015-55 WITH BLUFFTON EAGLES COMMUNITY ACTION COMMITTEE

WHEREAS, Agreement 2015-55 with the non-profit entity Bluffton Eagles Community Action Committee was first executed on November 19, 2015 to define the duties of the non-profit entity and the Town of Bluffton as it relates to the development and maintenance of Eagles Field; and

WHEREAS, at the end of the five-year initial term, the Parties executed an option to extend the term for an additional five years, through November 18, 2025, in Amendment 1; and

WHEREAS, the Parties now desire to update the duties of the Parties to more accurately reflect the current obligations since the time of the original signing;

NOW, THEREFORE, BE IT RESOLVED, by the Town Council (the "Council"), as the governing body of the Town of Bluffton, as follows:

1. The Council hereby declares that this Resolution shall constitute its consent to the amend the agreement with Bluffton Eagles Community Action Committee.

Approved this 8th day of August 2023.

Lisa Sulka, Mayor

Town of Bluffton, South Carolina

ATTEST:

Marcia Hunter, Town Clerk

SEAL

Recommended Motion

Consideration to Approve an Amendment to the Agreement with the Bluffton Eagles Community Action Committee for the development and management of Eagles Field - Stephen Steese, Town Manager

"I make a motion to approve an amendment to the agreement with the Bluffton Eagles Community Action Committee for the development and management of Eagles Field."