

STATE OF SOUTH CAROLINA                    )  
  )  
COUNTY OF BEAUFORT                        )                    AMENDMENT # 2  
  )                    TO  
  )                    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 19<sup>th</sup> 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 8<sup>th</sup>, 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;
- g. Assist as requested with project management services including the preparation and submission of Development Plans, including applicable outside agency approvals
- h. Provide a waiver of Town plan and permit application fees;
- i. Assist the Committee in the historic research and listing of the property on the National Register of Historic Places, if appropriate; assist the Committee in the historic research and listing of the property on any appropriate registers;
- j. Assist the Committee in seeking grants from state and/or national government or private sources.
- k. The Committee may apply for future grants from the Town as appropriate and available.

### 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. Provide an annual update to Council at a regularly scheduled Council meeting on activities and future plans of the Committee;
- i. 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
- c. This Agreement shall be subject to annual funding.

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

WITNESS

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WITNESS

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TOWN OF BLUFFTON

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Stephen Steese  
Town Manager

BLUFFTON EAGLES COMMUNITY  
ACTION COMMITTEE

---

Fred Hamilton  
President

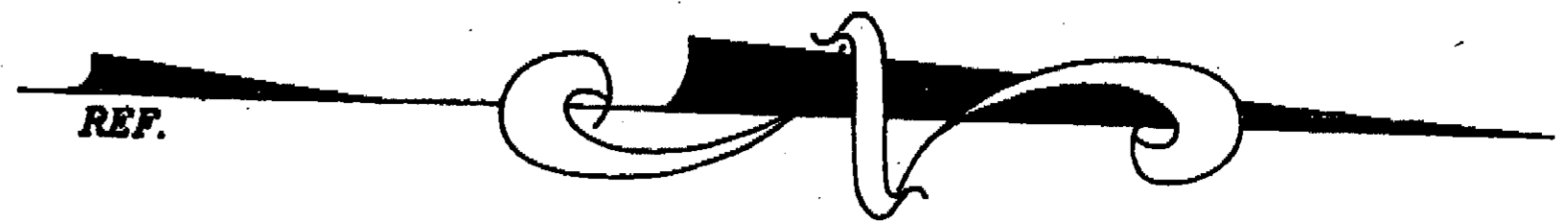
Attachments:

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

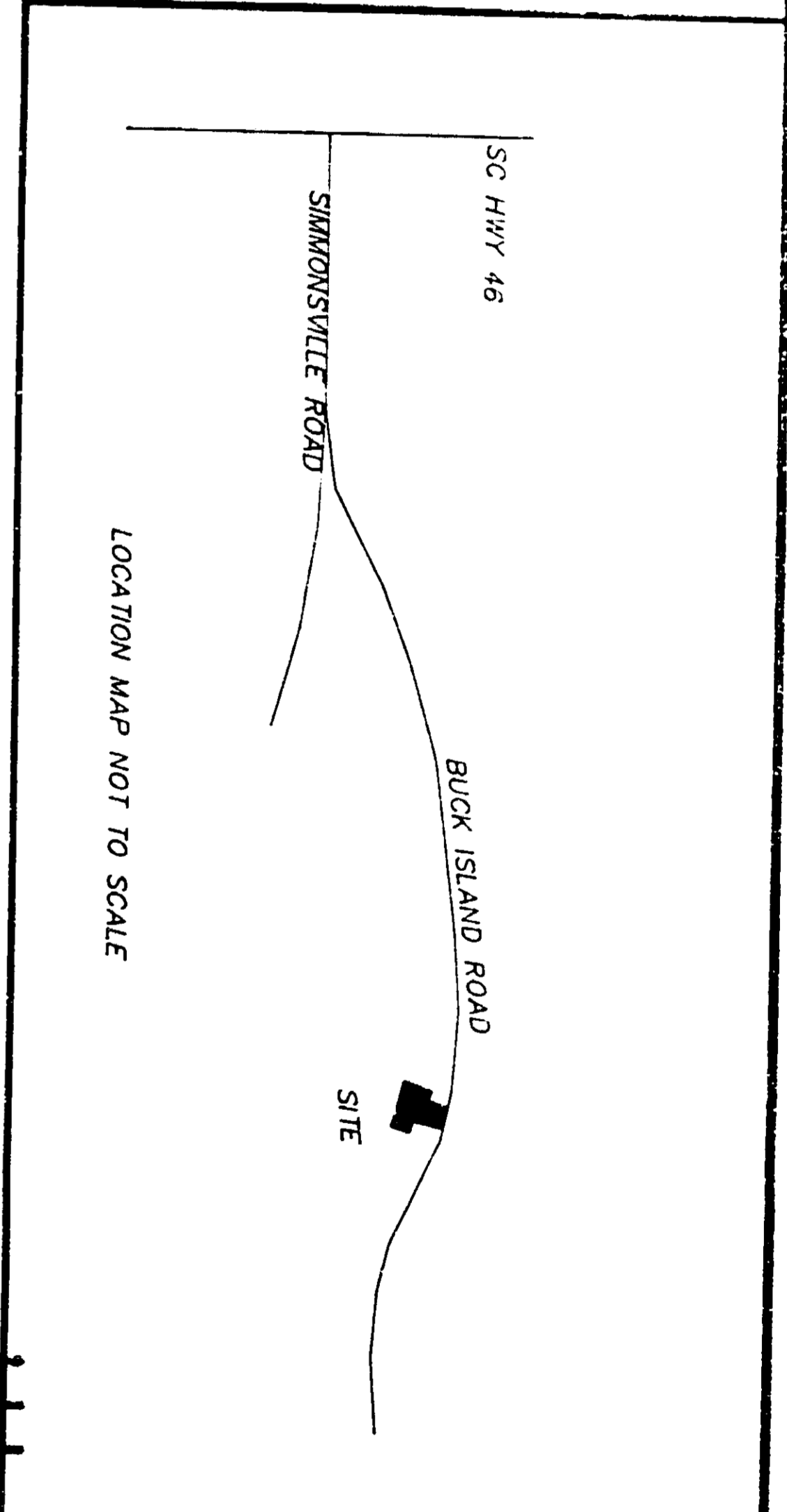
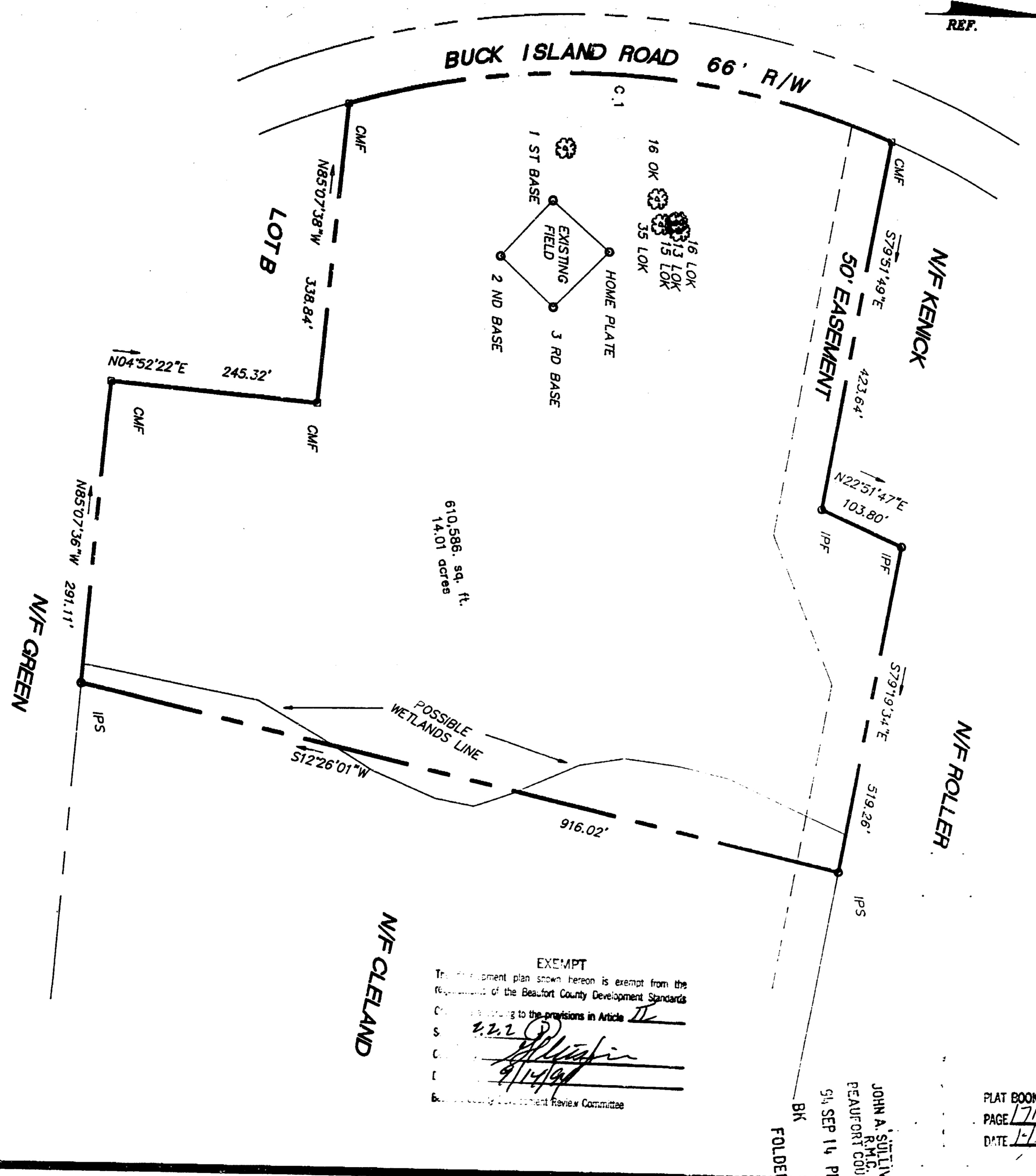
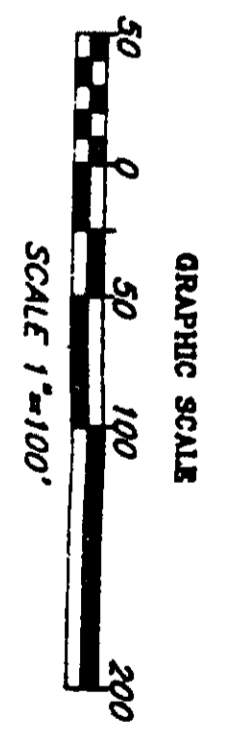
# Attachment 1

## Eagles Field Aerial View and Plats





CURVE	RADIUS	LENGTH	CHORD	BEARING
C 1	985.47'	853.27'	641.37'	S02°28'22"W



EXEMPT  
 The development plan shown hereon is exempt from the requirements of the Beaufort County Development Standards according to the provisions in Article II, Section 2.2.2.

*[Signature]*  
 9/14/94

JOHN A. SULLIVAN, P.E.  
 PEABODY COUNTY, S.C.  
 9/14 SEP 14 1994

PLAT BOOK ED  
 PAGE 171  
 DATE 1-1 Sept 94

**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.

*[Signature]*  
**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  
Stucky*

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)

BEAUFORT COUNTY  
 COURT OF COMMON PLEAS  
 BEAUFORT, S.C.

06 MAR 20 PM 3:30

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 CONDEMNNEES 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.

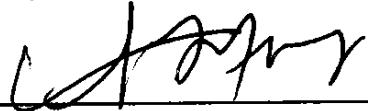
15. THE CONDEMNOR HAS ELECTED NOT TO UTILIZE THE APPRAISAL PANEL PROCEDURE. Therefore, if the tender herein is rejected, the Condemnor shall notify the Clerk of Court and shall demand a trial to determine the amount of just compensation to be paid. A copy of that notice must be served on the Landowner(s). 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.



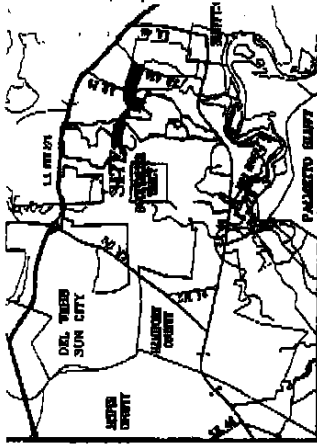
Utility Easement  
Rev - 2/20/06

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.





**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 PARK OF COMMERCE WAY, P.O. BOX 2727  
SAVANNAH, GA 31408 / (912) 284-5300  
www.thomas-hutton.com

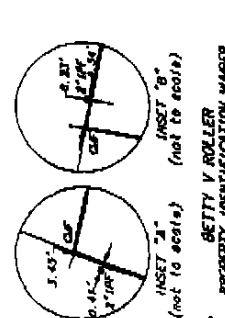
100 0 50 100 200  
SCALE: 1 INCH = 100 FEET

SCALE: 1" = 100'  
DRAWN BY: C.L.H.  
FILE: T-1034  
REVIEWED BY: T.B.G.  
PLAT DATE: 3/28/06  
PARTY CHIEF: B.D.  
LAST REVISED: 2/24/06

SHEET 1 OF 1

**LINE TABLE**

LINE	BEARING	LENGTH
L1	S72°28'30"W	81.39
L2	S72°28'30"W	81.43
L3	S72°28'30"W	80.81
L4	S87°28'30"W	74.11
L5	S87°28'30"W	70.85
L6	S87°28'30"W	72.63
L7	S87°28'30"W	182.00
L8	S70°28'17"W	31.00

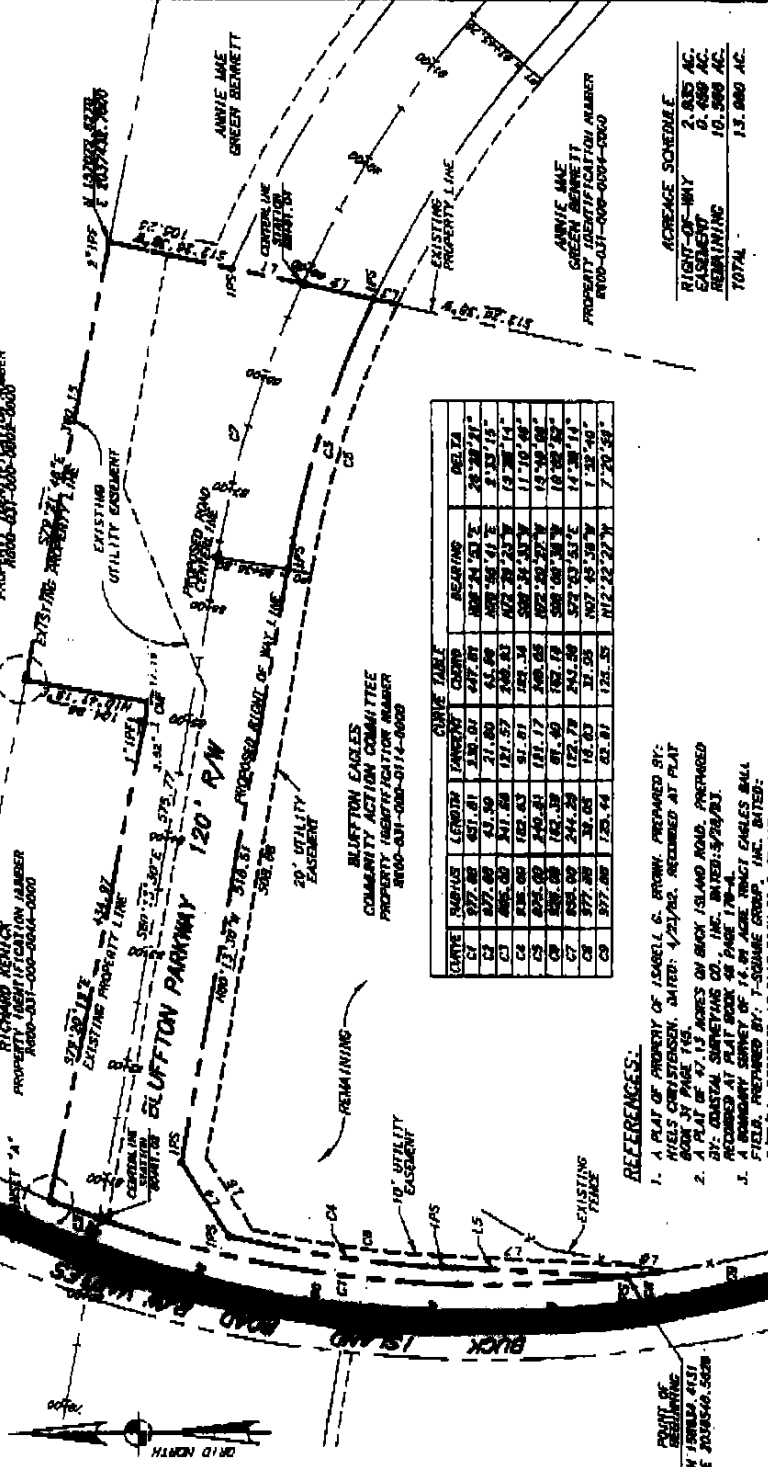


**NOTES:**

- FIELD EQUIPMENT: SOKKIA SET4, SUR 13
- PLAT ERROR OF CLOSURE IS: 1/24, 0004.
- ANGULAR ERROR OF CLOSURE IS: 1/24, 852.
- ALL COORDINATES BASED ON SOUTH CAROLINA STATE PLANE COORDINATE SYSTEM, NAD 83
- ALL CURVES ARE 3/4" INCH IRON PIPES W/4" CAPS
- UNLESS OTHERWISE NOTED.

SEE INSET 'a' PROPERTY IDENTIFICATION NUMBER 8400-031-000-0004-0000

SEE INSET 'b' PROPERTY IDENTIFICATION NUMBER 8400-031-000-0004-0000



**CURVE TABLE**

CHORD	LENGTH	CHORD BEARING	DELTA
C1	377.00	S71°01'24"W	28°28'11"
C2	377.00	S71°01'24"W	28°28'11"
C3	377.00	S71°01'24"W	28°28'11"
C4	377.00	S71°01'24"W	28°28'11"
C5	377.00	S71°01'24"W	28°28'11"
C6	377.00	S71°01'24"W	28°28'11"
C7	377.00	S71°01'24"W	28°28'11"
C8	377.00	S71°01'24"W	28°28'11"
C9	377.00	S71°01'24"W	28°28'11"

**ACREAGE SCHEDULE**

RIGHT-OF-WAY	ACREAGE
REMAINING	2.833 AC.
TOTAL	10.980 AC.

**REFERENCES:**

- A PLAT OF PROPERTY OF ISABELL C. BROWN, PREPARED BY: HELENE CHRISTENSEN, DATED: 4/21/80, RECORDED AT PLAT BOOK 50 PAGE 115.
- ANNNIE MAE GREEN BENNETT, DEED, PREPARED BY: THOMAS & HUTTON ENGINEERING CO., DATED: 8/28/04, RECORDED AT PLAT BOOK 50 PAGE 117.
- A BOUNDARY SURVEY OF 14.89 ACRES TRACT EAGLES BALL FIELD, PREPARED BY: T-SQUARE GROUP, INC., DATED: 8/28/04, RECORDED AT PLAT BOOK 50 PAGE 117.

**LEGEND:**

- 3" x 3" CONCRETE MONUMENT FOUND
- 1/2" x 1/2" IRON PIPE SET
- 3/4" x 3/4" IRON PIPE FOUND
- Δ = CENTERLINE POINT
- ASPHALT PAVEMENT

**FLOOD NOTE:**

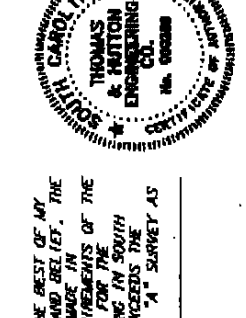
ACCORDING TO F.E.M.A. MAP 05-48875-0000, THE PROJECT AREA IS LOCATED OUTSIDE THE 100 YEAR FLOOD HAZARD AREA ZONE C.

**POINT OF COMMENCEMENT**

PLAT BOOK 50 PAGE 117

POINT OF COMMENCEMENT

PLAT BOOK 50 PAGE 117



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.

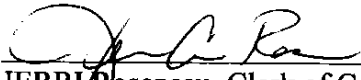
THOMAS & HUTTON ENGINEERING CO.  
50 PARK OF COMMERCE WAY, P.O. BOX 2727  
SAVANNAH, GA 31408 / (912) 284-5300  
www.thomas-hutton.com

DATE: 2-24-06

REVISIONS:

NO. 1: 2-24-06

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.



\_\_\_\_\_  
JERRIL Roseneau, Clerk of Court  
Beaufort County

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Attachment 2  
Eagles Field Master Plan

