

City of Tega Cay, South Carolina

Regular City Council Meeting Agenda

*Tega Cay Glennon Center - Lower Level
15077 Molokai Drive, Tega Cay, SC*

6:00 P.M. Call to Order, Pledge of Allegiance and Moment of Silence

1. Special Presentation

1.a. Sheriff Bruce Bryant Resolution

Documents:

[1A RESOLUTION FOR SHERIFF BRUCE BRYANT.PDF](#)

1.b. South Carolina United Teal & White Day Proclamation

Documents:

[1B SC UNITED TEAL AND WHITE DAY PROCLAMATION.PDF](#)

2. Public Comments

3. Approval Of Minutes

Documents:

[DRAFT MINUTES 12.19.16.PDF](#)

[DRAFT MINUTES 1.4.17.PDF](#)

4. Unfinished Business

4.a. 2nd Reading Of An Ordinance To Annex And Rezone The Following Tax Map Numbers As Part Of A 100% Annexation Petition: 644-00-00-045, 644-00-00-047, 644-00-00-048, 644-00-00-049, 644-00-00-050, 644-00-00-051, 644-00-00-052, And 644-00-00-053 From RUD In The County To PDD In The City (Cadence)

Documents:

[4A1 ORD TO ANNEX AND REZONE-CADENCE.PDF](#)

4.b. Coyote Management Program Update

5. New Business

5.a. Street Acceptance From Drake/Gardendale, LLC

Documents:

5A1 REQUEST FOR STREET ACCEPTANCE 4_REVISIED.PDF
5A2 TITLE AND AFFIDAVIT.PDF

6. City Manager's Report
7. Public Comments
8. Council Comments
9. Adjournment

**RESOLUTION 2017-01
IN APPRECIATION FOR
OUTSTANDING PUBLIC SERVICE BY SHERIFF BRUCE M. BRYANT**

WHEREAS, Sheriff Bruce Bryant was duly elected as Sheriff of York County in 1996; and

WHEREAS, Sheriff Bruce Bryant has also notably served with the York City Police Department, the York County Sheriff's Office, the State Law Enforcement Division; and

WHEREAS, Sheriff Bruce Bryant has been highly honored with numerous awards including the Strom Thurmond Award for Excellence in Law Enforcement, the SC Sheriff's Association's Sheriff of the Year, the Lt. Governor's Palmetto Patriot Award, South Carolina on the Move Award, the Boy Scouts of America's Golden Eagle Award, the Order of the Palmetto Award; and

WHEREAS, Sheriff Bruce Bryant's outstanding accomplishments include establishing a Multi-Jurisdictional Drug Enforcement Unit which has successfully operated for 19 years, a county-wide Forensic Services Unit, a Sheriff's Office Drug Lab, a Sheriff's Office DNA Lab, a Sheriff's Office Forensics Firearms and Tool-marking Lab, an award winning 287(g) program at York County Detention Center and the PRO-Star initiative; and

WHEREAS, Sheriff Bruce Bryant has exhibited unwavering commitment, willingness and ability to understand and respond to the concerns of the people of York County; and

WHEREAS, Sheriff Bruce Bryant has dutifully served with honor, integrity and great distinction for over four decades.

NOW THEREFORE, BE IT RESOLVED that the Mayor and Tega Cay City Council do hereby commend Sheriff Bruce Bryant for his time-honored legacy of dedication, enthusiasm and outstanding public service to the County of York in the State of South Carolina.

Approved this 17th day of January, 2017.

SIGNED:

CITY OF TEGA CAY

George C. Sheppard, Mayor

Attest: Charlie Funderburk, City Manager

**SOUTH CAROLINA UNITED TEAL & WHITE DAY
PROCLAMATION**

WHEREAS, South Carolina United Teal and White is a historic partnership in the fight against Cervical Cancer; and

WHEREAS, cervical cancer is diagnosed in an estimated 12,000 women each year; and

WHEREAS, it is vital that those in need of screening/testing or vaccination services understand the full realm of routine screenings and effective follow-up treatment, cervical cancer is one of the most preventable cancers.

NOW, THEREFORE, BE IT PROCLAIMED that the Mayor of Tega Cay does hereby proclaim January 18, 2017 to be South Carolina United Teal and White Day (fight against Cervical Cancer), and I encourage all citizens to become educated, tested and/or vaccinated to fight against cervical cancer.

Signed this 17th day of January, 2017.

George C. Sheppard, Mayor
City of Tega Cay, South Carolina



Regular City Council Meeting Minutes
Philip T. Glennon Center – Council Chambers
15077 Molokai Drive, Tega Cay, SC
Monday, December 19, 2016
6:00 p.m.

Councilmembers Present: Mayor George Sheppard, Mayor Pro Tempore David O’Neal, Dottie Hersey, Ryan Richard and Jennifer Stalford. A quorum was present.

Staff Present: Charlie Funderburk, City Manager; Sylvia Szymanski, Municipal Clerk; and City Attorney Bob McCleave

The Press was duly notified of the meeting.

Mayor George Sheppard called the meeting to order at 6:00 p.m. and noted it was a Regular City Council meeting. He then led the Pledge of Allegiance and a Moment of Silence.

ITEM 1 SPECIAL PRESENTATION

- A. TCPD was presented its SCLEA Accreditation.
- B. Mike Fry and Al Walters of Campco Engineering updated Council on Catawba Park and related some of the issues with drainage and fill. Council directed the City Manager to return at the January meeting, with options before going out to bid.

ITEM 2 PUBLIC COMMENTS

There were none.

ITEM 3 APPROVAL OF MINUTES

There were no changes to the November 21 and 30, 2016 minutes and they were approved.

ITEM 4 UNFINISHED BUSINESS

- A. Coyote Management

City Manager Funderburk presented additional options for coyote management. Two local trappers carry no liability insurance which is not allowed by SCMIRF. A map illustrating high coyote sightings or sounds was posted at the meeting. He mentioned safety tips such as not leaving deer, dog, cat, or bird feeders outside. He stated while having loud noises and bright lights may help deter the animals, SCDNR stresses the problem will not go away. Councilmember Richard asked if residents couldn’t hire someone to place a trap on their own property. City Manager Funderburk noted there is no city code to prevent them from doing so.

MOTION

Councilmember Hersey motioned to approve the Tega Cay Coyote Management plan, seconded by Mayor Pro Tem O’Neal.

Mayor Sheppard opened the floor to public comments.

PUBLIC COMMENTS

- 1. Mr. Eugene Esarove of 3081 Point Clear Drive brought up the cost of liability and the possibility of putting out traps only at night since coyotes are nocturnal.

Council voted on the motion and it was approved unanimously.

- B. Tega Cay Forever Foundation

City Manager offered a detailed presentation of the Tega Cay Forever Foundation. Its primary purpose is for tax-favorable monetary gifts to support Catawba Park, open spaces and other parks.

MOTION

Mayor Pro Tem O’Neal made a motion to approve the Tega Cay Forever Foundation and authorize the City Manager to move forward with submitting all necessary documents and forms to the SC Secretary of State and the IRS, seconded by Councilmember Richard and approved unanimously.

ITEM 5 NEW BUSINESS

- A. Resolution Rescinding Resolution 2016-06—Authorizing the Lease/Purchase of Equipment for Golf Course Maintenance in the Form of an Equipment Lease/Purchase Agreement not to Exceed \$237,000

City Manager Funderburk explained the need to rescind Resolution 2016-06 was due to South State Bank offering a promissory note for capital projects which is not allowed.

MOTION

Councilmember Hersey motioned to approve the Resolution Rescinding Resolution 2016-06, Authorizing the Lease/Purchase of Equipment for Golf Course Maintenance in the Form of an Equipment Lease/Purchase Agreement not to Exceed \$237,000, seconded by Councilmember Stalford and approved unanimously.

- B. Resolution to Lease/Purchase Golf Course Capital Items

City Manager Funderburk introduced the new resolution which omits the irrigation pump and cart path resurfacing which proved to be the issue previously.

MOTION

Councilmember Stalford motioned to approve the Resolution authorizing the Lease/Purchase of Equipment for Golf Course Capital Items as stated above and not to exceed \$212,000, seconded by Councilmember Hersey and approved unanimously.

- C. Approval of H-Tax Funds for Heron Harbor Park and Resurfacing of Tennis Courts

City Manager Funderburk noted having H-Tax Funds available for this project.

MOTION

Mayor Pro Tem O'Neal motioned to approve the H-Tax Funds for Heron Harbor Park and Resurfacing of Tennis Courts as stated above, seconded by Councilmember Hersey and approved unanimously.

- D. 2017 Schedule of Regular Council Meetings

MOTION

Councilmember Hersey motioned to approve the 2017 Schedule of Regular Council Meetings, seconded by Councilmember Stalford and approved unanimously.

ITEM 6 CITY MANAGER'S REPORT

City Manager Funderburk commented that Santa had ridden through Tega Cay on a fire truck on Saturday. City Hall will be closed December 23 and December 26 in observance of Christmas. Offices will also be closed on January 2. Trash and recycle collection is changing to same day service across the city. The Fire Hydrant project is underway. Taps have been completed at 6 of 8 locations and crews are installing the necessary water line down the #1 fairway for two hydrants on Tara Tea across from both entrances to Suwarrow Circle. These will be the final hydrants installed. Hunter Adkins was congratulated for 2016 Employee of the Year and Philip Jolley for Department Head of the Year. New landscape projects have almost been completed. There is new landscaping at the old well house sites on Manila Bay, Marquesas and Point Clear. Landscaping has been added around the restrooms and booster pump station at Trailhead Park. Crews are almost finished with the #9 tee box project. Junipers have been removed and irrigation installed. In late winter or early spring, the last two medians on Tega Cay Drive beyond the Fire Station will get replanted. The annual Department Head retreat took place last Friday. To follow up, we hope to schedule a workshop with Council in March or April. To update Council, Inspector Spires from SCDNR sent a letter today about reevaluating the buoys in May or June. Merry Christmas and Happy New Year.

ITEM 7 PUBLIC COMMENTS

1. Steve Forrest, President of Calloway POA, commented on coyotes. Council encouraged him to review the meeting video as he arrived at 7pm and after Council already discussed this topic.

ITEM 8 COUNCIL COMMENTS

Councilmember Richard mentioned he had received messages about the beautiful Christmas lights and he thanked staff for their hard work. Happy Holidays to all.

Councilmember Stalford indicated there was no Beautification Committee meeting but there would be a work day in the morning at 9am.

Councilmember Hersey wished all a Merry Christmas and Happy New Year. The City had a most successful year. Safe travels to all.

Mayor Pro Tem O'Neal also received calls about the city's Christmas lights and the Christmas tree. He wished all a Merry Christmas and Happy New Year.

Mayor Sheppard announced 2016 accomplishments:

Council & Admin

- Council Adopted 10-year Capital Improvements Program (identifies future capital expenditures and is a financial planning guide for City)
- Improved communications by:
 - reformatting weekly newsletter (TC Rewind)
 - TC Connect (neighborhood empowerment program)
 - Increased presence on Social Media- almost 2,000 more followers on Facebook and 700 more on Twitter
- The Extra Mile (24 participants)
- Held 2nd and 3rd sessions of Citizens Academy- 46 more residents went through the program

New Businesses & Developments

- Welcomed The Shore Club
- New businesses: Dairy Queen, Nothing Bundt Cakes, Dentist Office, GNC, Omega Learning Center, The Learning Experience Daycare facility, Comporium retail center and Greco Fresh Grille
- Lake Ridge, Serenity Point and River Lakes nearing completion
- Preliminary plat approval and construction has begun on The Revere - Single largest investment to date in the City @ \$17m
- Windhaven was approved- will give us another 20-acres in recreational space, with money to go towards developing it and 7 additional acres of commercial space
- Game On PDD was approved- at completion will have more retail, mixed housing uses, a hotel, movie theater and 4 acres of recreational/fitness space under roof. In total this will be a \$60 million investment
- Brought in Cadence which will give us a permanent wood chipping site for the residential yard debris. It also gives us additional age targeted housing that will allows folks an opportunity to "age in place".

Infrastructure Projects

- Nearing completion of Hubert Graham Way- anticipate opening in late Winter/early Spring
- Repaved TC Drive and added curb and gutter on the outbound side. Also repaired the storm drainage system
- Water meter change outs to remote read meters completed
- 95% complete on sewer system rehab- \$6.5 million investment into the system

- New lift station and force main
- Added two water booster pump stations to maintain consistent water pressure throughout the city
- \$500,000 FEMA grant for generators
- Fire hydrant project is almost completed. 8 new hydrants being installed in areas of traditional Tega Cay where hydrant distances were greater than the current code.
- Over 17 storm water repair projects completed
- Storm water equipment purchased to help with preventive maintenance
- Enhanced landscaping throughout City- former well house sites, fountain area at Shoreline Parkway, village monument landscaping, Trailhead Park, #9 tee box at Windjammer Dr. and Tega Cay Dr.
- Extension of Trail on Windward from crosswalk to golf course
- Began installation of walking trails in Lake Ridge

Parks & Recreation

- Installed a sidewalk at Windjammer Park to make the Torrence Creek side more accessible
- Resurfaced 4 of 8 tennis courts and included Pickleball court
- Saw increases in Parks & Rec numbers including summer camps
- Beach & Swim Center facelift: resurfaced pool, additional deck space and new landscaping
- Successful community events (Eddie Z's Concert for Kidneys, 4 Food Truck rallies, July 4th, Fall Festival, Christmas Tree Lighting, Mayors' Cup

Public Safety

- Broke ground on Fire Station #2
- Upgraded to ISO 2 (top 5% of nation's rated fire departments)
- 5 Nationally Certified and 3 State Certified EMT firefighters- the 3 state certified will be taking their national certifications next month
- 1st Camp Cadet
- Special Olympics Polar Plunge
- Patrol Zones implemented and in-car tablets to increase efficiencies and visibility for patrol officers
- SCLEA Accreditation for the Police Department
- Received \$31k in body camera grant funds
- Have a full time Clerk of Court for Municipal Court at City Hall

Looking forward to 2017

- Breaking ground on Catawba Park
- Starting the TC Forever Foundation
- Completion of Fire Station #2
- Conducting a facility assessment and needs study for our Police Station
- Body camera implementation for PD
- Breaking ground on the Game On Development
- Resurfacing the 4 remaining tennis courts

ITEM 9 EXECUTIVE SESSION

MOTION

There being no further business, Councilmember Stalford motioned to go into Executive Session for discussion of contractual matters as it relates to the proposed sale of City-owned properties and legal advice in regards to FOIA, seconded by Councilmember Richard and approved unanimously.

Council entered into Executive Session at 6:40pm and exited at 8:03 pm Mayor Sheppard noted no votes were taken other than to return to open session.

ITEM 10 ADJOURNMENT

MOTION

There being no further business, Mayor Pro Tem O'Neal motioned to adjourn the meeting, seconded by Councilmember Hersey and approved unanimously.

The meeting was adjourned at 8:05 p.m.

Respectfully Submitted,

[SEAL]

Sylvia Szymanski, Municipal Clerk

APPROVED:

George Sheppard, Mayor

APPROVAL DATE: January 17, 2017





Special City Council Meeting Minutes
Philip T. Glennon Center – Council Chambers
15077 Molokai Drive, Tega Cay, SC
Wednesday, January 4, 2017
6:00 p.m.

Councilmembers Present: Mayor George Sheppard, Mayor Pro Tempore David O’Neal, Dottie Hersey, a Special City Council meeting. He then led the Pledge of Allegiance and a Moment of Silence. Councilmember Richard and Jennifer Stalford. A quorum was present.

Staff Present: Charlie Funderburk, City Manager

The Press was duly notified of the meeting.

Mayor George Sheppard called the meeting to order at 6:00 p.m.

ITEM 1 EXECUTIVE SESSION

- A. Legal Advice as it pertains to Cadence PDD

MOTION

Councilmember Hersey motioned to go into Executive Session for legal advice as it pertains to Cadence PDD, seconded by Mayor Pro Tem O’Neal and passed unanimously.

Council entered into Executive Session at 6:02pm and exited at 6:10pm. Mayor Sheppard noted no votes were taken other than to return to open session.

ITEM 2 NEW BUSINESS

- A. 1st Reading of an Ordinance to Annex and Rezone the following tax map numbers as part of a 100 percent Annexation Petition: 6440000045, 6440000047, 6440000048, 6440000049, 6440000050, 6440000051, 6440000052, and 6440000053 from RUD in the County to PDD in the City (Cadence)

MOTION

Councilmember Hersey motioned to approve 1st Reading of an Ordinance to Annex and Rezone the following tax map numbers as part of a 100 percent Annexation Petition: 6440000045, 6440000047, 6440000048, 6440000049, 6440000050, 6440000051, 6440000052, and 6440000053 from RUD in the County to PDD in the City, seconded by Councilmember Stalford and passing 3-2.

VOTE: AYES (3) – Mayor Sheppard, Councilmember Hersey and Councilmember Stalford

NAYS (2) – Mayor Pro Tem O’Neal and Councilmember Richard

ITEM 3 ADJOURNMENT

MOTION

There being no further business, Councilmember Richard motioned to adjourn the meeting, seconded by Mayor Pro Tem O’Neal and approved unanimously.

The meeting was adjourned at 6:20 p.m.

Respectfully Submitted,

[SEAL]

Sylvia Szymanski, Municipal Clerk

APPROVED:

George Sheppard, Mayor

APPROVAL DATE: January 17, 2017

STATE OF SOUTH CAROLINA)
COUNTY OF YORK)
CITY OF TEGA CAY)

ORDINANCE ____

TO ANNEX BY 100 PERCENT PETITION METHOD, AND INCORPORATE WITHIN THE CORPORATE LIMITS OF THE CITY OF TEGA CAY, APPROXIMATELY ± 57.51 ACRES, TAX MAP NUMBERS 6440000045, 6440000047, 6440000048, 6440000049, 6440000050, 6440000051, 6440000052, AND 6440000053, ADJACENT TO THE BOUNDARY LINE OF THE CITY, AS DESCRIBED ON THE SITE PLAN ATTACHED HERETO AND INCORPORATED BY REFERENCE AND TO REZONE FROM RUD IN THE COUNTY TO PDD IN THE CITY

WHEREAS, the owners of the real estate designated as York County Tax Map Number 6440000045, 6440000047, 6440000048, 6440000049, 6440000050, 6440000051, 6440000052, and 6440000053, located on Dam and Gardendale Roads and containing ± 57.51 acres, as described on the attached site plan, has petitioned the City Council of the City of Tega Cay to annex to the City of Tega Cay.

NOW, THEREFORE, BE IT ORDAINED, by the Mayor and Members of City Council of the City of Tega Cay duly assembled:

SECTION I. That the described land on the attached plats and all adjacent rights-of-way, contiguous to the boundary of the City of Tega Cay is hereby annexed to, taken into and made a part of the City of Tega Cay.

SECTION II. That the property above described and hereby annexed shall be Planned Development District (PDD) under the Zoning Ordinance of the City of Tega Cay.

SECTION III. This ordinance shall be effective beginning on the date that the property owners transfer the above-described properties to Mattamy Homes, and Mattamy Homes subsequently transfers certain property to the City of Tega Cay as described in the Land Swap Agreement dated July 26, 2016, attached hereto, through deeds recorded in the Office of the Register of Deeds, York County, South Carolina. If the properties are not transferred, including the transfer of property to the City of Tega Cay pursuant to the Land Swap Agreement, within one-hundred and twenty (120) days from the date of adoption, this ordinance shall be of no force or effect, *ab initio*.

FIRST READING: January 4, 2017
SECOND READING: _____

Enacted this __ day of _____, 2017, by a majority vote of the duly elected City Council of the City of Tega Cay, South Carolina.

SIGNED:

CITY OF TEGA CAY

[SEAL]

George C. Sheppard, Mayor

David L. O'Neal, Mayor Pro Tempore

Dottie Hersey, Council Member

Ryan Richard, Council Member

Jennifer Stalford, Council Member

ATTEST:

Charlie Funderburk, City Manager

Certificate of Adoption

I hereby certify that the foregoing is a true copy of the ordinance passed at the regular meeting of the City Council of the City of Tega Cay, South Carolina, held on the ____ day of _____, 2017.

Sylvia Szymanski

Municipal Clerk

Exhibit A

EXHIBIT B

LAND SWAP AGREEMENT

THIS LAND SWAP AGREEMENT (this “Agreement”) is made and entered into as of the Agreement Date (as defined herein), by and between **MATTAMY CAROLINA CORPORATION, a North Carolina corporation (“Mattamy”)**, and the **CITY OF TEGA CAY, a South Carolina municipality (“Tega Cay”)**.

WITNESSETH:

NOW, THEREFORE, for and in consideration of the mutual covenants, agreements and undertakings herein set forth and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Mattamy and Tega Cay hereby agree as follows:

1. Description of Property.

(a) Tega Cay Property. The property currently owned by Tega Cay which is subject to this Agreement and which Tega Cay shall convey to Mattamy pursuant to this Agreement (the “Tega Cay Property”) is that tract located in York County, South Carolina containing approximately 6.91 acres with Tax Parcel Number 6440000053 and is depicted or described on Exhibit A attached hereto.

(b) Mattamy Property. Mattamy has entered into a contract (“Underlying Contract”) with Kenneth R. Hammond, Linda H. Melton, Ricky C. Hammond, et al. (collectively, the “Present Owners”) to purchase those tracts located in York County, South Carolina containing approximately +8.89 acres and being a portion of the Tax Parcel Number 6440000045 and is depicted or described on Exhibit B attached hereto (the “Mattamy Property”) and which shall be conveyed to Tega Cay pursuant to the terms of this Agreement.

2. Investigation Rights. From the Agreement Date through the Closing, as it may be extended, (i) Mattamy, its authorized agents and employees, as well as others authorized by Mattamy, shall have access to the Tega Cay Property and shall be entitled to enter upon the Tega Cay Property for the purpose of making such surveying, architectural, engineering, topographical, geological, soil, subsurface, environmental, and water drainage studies and other studies respecting Mattamy’s plans for the development and use of the Tega Cay Property as Mattamy deems necessary or advisable and (ii) from the Agreement Date through the Closing, Tega Cay, its authorized agents and employees, as well as others authorized by Tega Cay, shall have access to the Mattamy Property and shall be entitled to enter upon the Mattamy Property for the purpose of making such surveying, architectural, engineering, topographical, geological, soil, subsurface, environmental, and water drainage studies and other studies respecting Tega Cay’s plans for the development and use of the Mattamy Property as Tega Cay deems necessary or advisable. Should either party determine on or before the Closing (as hereafter defined), as it may be extended, that such property is unsuitable for its purposes, such party shall notify the other party in writing and this Agreement shall be terminated and of no further force and effect, except for the indemnification obligations of the parties that expressly survive termination of this Agreement. To the extent allowed by applicable law, and covered by the indemnifying party’s insurance, each party agrees to indemnify, defend and hold the other party harmless from any and all loss and expense (including, without limitation, reasonable attorney’s fees) resulting from claims and damages caused by, arising out of, or incurred in connection with the exercise by each party’s investigation rights under this paragraph of this Agreement (collectively, “Damages”) provided (w) such Damages are not caused by any act or omission of the other party, its agents or consultants; (x) such Damages are not due to the discovery by

the party using such investigation rights of latent defects on the other party's property; (y) such Damages are not due to the discovery by the party using such investigation rights of any diminution in value of the other party's property arising from or relating to matters discovered by the party using such investigation rights during its investigation of the other party's property; or (z) such Damages are not due to the release or spread of any hazardous substances which are discovered (but not deposited) on or under the other party's property by the party using such investigation rights. In the absence of the events described in subsections (w) – (z) above, upon any termination of this Agreement, the party using such investigation rights shall return the other party's property to the extent damaged or disturbed by the party using such investigation rights or its agents, contractors or representatives to the condition it was in prior to the performance of such tests to the extent reasonably practicable; provided each party shall not be required to replace any vegetation that is damaged or removed in the performance of permitted testing. Each party agrees to provide a certificate of liability insurance to the other party before entering the other party's property for inspections. Each party's obligations under this paragraph shall survive the Closing or earlier termination of this Agreement.

3. Covenants of Tega Cay and Mattamy. In addition to other covenants and agreements of each party in this Agreement, each party hereby covenants to the other party as follows:

(a) If a party acquires knowledge of any fact(s) rendering any of the representations and warranties of the party under this Agreement (including representations and warranties of the other party under Paragraph 5 herein) false in any material respect at any time prior to Closing, that party shall promptly notify the other party in writing of such fact(s) and each party shall take no action or knowingly authorize any action that would cause its representations or warranties in Paragraph 5 to become untrue or inaccurate.

(b) Except for the Underlying Contract, each party shall refrain from entering into any contract or commitment or from incurring any expenditure or obligation that would encumber title to, or be binding on, the party's property following the Closing or that would be binding on the other party following the Closing, without the prior written consent of the other party.

(c) Each party shall make no lease or rental of its property, or any portion thereof, without the prior written consent of the other party, or negotiate or enter into any other letter of intent, contract or option for the sale of the its property, or any portion thereof (except for the Underlying Contract), or further voluntarily or consensually encumber title to its property with any restriction, easement or other title encumbrance.

4. Representations and Warranties of Tega Cay and Mattamy. Each party on behalf of itself and with respect to its property hereby makes the following representations and warranties to the other party as of the Effective Date, which shall survive the Closing for a period of one (1) year:

(a) Subject to passage of an ordinance by the Tega Cay City Council authorizing the entry into this Agreement and the conveyance of the Tega Cay Property, each party has the full right, power and authority and has taken all requisite action to enter into this Agreement, to convey its property to the other party as provided in this Agreement, to acquire the other party's property as provided in this Agreement, and to carry out its obligations as set forth hereunder.

(b) To its actual knowledge, each party has received no written notice of any violations of any federal, state, county or municipal law, ordinance, order, regulation or requirement affecting any portion of its property.

(c) To its actual knowledge, each party has received no written notice of any action, suit, proceeding or claim affecting it or its property, or any portion thereof, as to the ownership of its property pending or being prosecuted in any court or by or before any federal, state, county or municipal department, commission, board, bureau or agency or other governmental instrumentality that impairs or affects the party's ability to enter into this Agreement and perform its obligations hereunder, including, without limitation, the conveyance of its property.

(d) There are no written or oral tenant leases or service or maintenance contracts that will affect or be binding upon the party's property following the Closing.

(e) Each party is not a "foreign person," as that term is used in Section 1445 of the Internal Revenue Code of 1986, as amended (the "Code").

(f) Except as may be disclosed in the environmental reports delivered by each party to the other party, to its actual knowledge, each party is not aware of any violation of any environmental law in respect to its property.

All representations of each party contained in this Agreement or any document or exhibit required to be executed by a party pursuant hereto shall be true at the Closing as though such representations were made at such time. If any such representation is not true when made and at the Closing (except as provided below), the other party may consider same as an event of default hereunder and may pursue such remedies as set forth in Paragraph 6 herein. If any representation of a party herein, although true as of the Agreement Date, is no longer true at the Closing and is not due to a default hereunder by the party, the other party may not consider same as an event of default hereunder; but rather, in such case, may, at the other party's option, either waive such matter or terminate this Agreement pursuant to Paragraph 2; and if a party elects to terminate this Agreement in such case, the parties hereto shall have no further rights, obligations or liabilities with respect to each other hereunder, except for any indemnification obligations in this Agreement that expressly survive the termination of this Agreement.

5. Closing Matters. The following terms and provisions shall apply with regard to the Closing:

(a) Closing. The consummation of the conveyance by Tega Cay to Mattamy of the Tega Cay Property and of the conveyance by Mattamy to Tega Cay of the Mattamy Property (the "Closing") shall take place prior to November 25, 2016, but may be extended if a Condition to Closing is not satisfied as set forth below until February 15, 2017 at which time this Agreement shall terminate if Closing has not occurred. To the extent possible, Closing shall be conducted without personal attendance of the parties, but through an exchange of documents and funds in escrow with the closing agent.

Mattamy's obligations under this Agreement (other than the indemnification provisions hereinabove which are effective in all events) are subject to the satisfaction of the conditions set forth below in this paragraph (the "Conditions to Closing") as of Closing. If the Conditions to Closing are not satisfied on or before the Closing, then Mattamy shall have the right to (i) terminate this Agreement by written notice to Tega Cay at any time up until all Conditions to Closing are satisfied and thereafter have no obligations hereunder except those obligations which survive termination of this Agreement, or (ii) waive in writing the incomplete Conditions to

Closing and proceed with Closing or (iii) extend the date of the Closing for up to 90 days (as provided above) until the Conditions to Closing are satisfied.

(1) Mattamy's purchase of the Mattamy Property pursuant to the Underlying Contract.

(2) Mattamy and the present owners of tax parcel numbers 6440000046, 6440000047, 6440000048, 6440000049, 6440000050, 6440000051 and 6440000052 (the "Adjoining Properties") shall have entered into purchase contracts for the Adjoining Properties and the closings for the Adjoining Properties are simultaneous with the Closing of the Tega Cay Property and Mattamy Property. Additionally, notwithstanding anything else contained herein, in the event that any purchase contract between Mattamy and a present owner of one of the Adjoining Properties is terminated for any reason, then Mattamy shall have the right to immediately terminate this Contract by written notice to Tega Cay.

(3) The annexation of the Mattamy Property into the corporate boundaries of the City.

(b) Actions by Tega Cay. At the Closing, Tega Cay shall deliver and furnish to Mattamy the following:

(1) A special warranty deed conveying fee simple title to the Tega Cay Property, subject to all matters agreed on by Mattamy and Tega Cay, duly executed and acknowledged by Tega Cay.

(2) An executed owner's affidavit or other document required by Mattamy's title insurance company in issuing Mattamy's owner's title insurance policy for the Tega Cay Property without exception to parties in possession and to the possible lien claims of mechanics, laborers and materialmen caused by Tega Cay.

(3) A certification, under penalty of perjury, in a form approved under regulations promulgated pursuant to Section 1445 of the Code to the effect that Tega Cay is not a "foreign person" which would subject Mattamy to the withholding tax provisions of Section 1445.

(4) Internal Revenue Service Form 1099-S.

(5) Exclusive possession of the Tega Cay Property.

(c) Actions by Mattamy. At the Closing, Mattamy shall deliver and furnish to Tega Cay the following:

(1) A special warranty deed conveying fee simple title to the Mattamy Property, subject to all matters agreed on by Mattamy and Tega Cay, duly executed and acknowledged by Mattamy.

(2) An executed owner's affidavit or other document required by Tega Cay's title insurance company in issuing Tega Cay's owner's title insurance policy for the

Mattamy Property without exception to parties in possession and to the possible lien claims of mechanics, laborers and materialmen caused by Mattamy.

(3) A certification, under penalty of perjury, in a form approved under regulations promulgated pursuant to Section 1445 of the Code to the effect that Mattamy is not a "foreign person" which would subject Tega Cay to the withholding tax provisions of Section 1445.

(4) Internal Revenue Service Form 1099-S.

(5) Exclusive possession of the Mattamy Property.

(d) Closing Costs. Mattamy shall pay the cost and expense for preparing the Mattamy Property Deed, the cost of recording the Mattamy Property Deed, the cost of any title insurance coverage obtained by Mattamy for the Tega Cay Property, the cost of any investigations or studies performed by Mattamy, the cost of preparing any plat or survey to subdivide Mattamy Property from larger tract purchased pursuant to Underlying Contract, and the cost of Mattamy's own attorneys. Tega Cay shall pay the cost and expense for preparing the Tega Cay Property Deed, the cost of recording the Tega Cay Property Deed, the cost of any title insurance coverage obtained by Tega Cay for the Mattamy Property, the cost of any investigations or studies performed by Tega Cay and the cost of Tega Cay's own attorneys. The total costs of the deed transfer fees for the Mattamy Property Deed and the Tega Cay Property Deed shall be shared equally by Mattamy and Tega Cay. At Closing, Tega Cay and Mattamy shall share equally the total amount of deed transfer fees incurred.

(e) Ad Valorem Taxes and Association Assessments. The ad valorem taxes affecting the Mattamy Property and the Tega Cay Property will be prorated, and paid, at Closing, with the City paying applicable ad valorem taxes on the Tega Cay Property, and Mattamy paying applicable ad valorem taxes on the Mattamy Property. These covenants shall survive Closing.

(f) Errors in Computations. Any errors or omissions in computing adjustments and prorations at the Closing shall be corrected promptly when detected or discovered after the Closing.

6. Remedies on Default. In the event a party fails to perform any of its obligations under this Agreement, the other party shall be entitled to terminate this Agreement upon written notice to the defaulting party as its sole and exclusive remedy and the parties hereto shall be relieved from any further liabilities or obligations hereunder.

7. Survival of Provisions. Unless otherwise specifically provided in this Agreement to the contrary, no covenants, representations, warranties, or agreements set forth in this Agreement shall survive the Closing.

8. Brokerage. Mattamy and Tega Cay each represents and warrants to the other that no real estate agent, broker, or finder has acted for it in connection with this Agreement and the transactions contemplated hereby. Mattamy and Tega Cay shall indemnify and hold each other harmless from the claims of any person claiming by or through it for any commission or fee by reason of this Agreement or the transaction contemplated hereby and this obligation shall survive Closing.

9. Notices. Notice required or permitted to be given hereunder shall be in writing and shall be hand-delivered, delivered by overnight courier, sent by electronic mail transmission (e-mail), or mailed by certified or registered mail, postage prepaid, return receipt requested, to the parties hereto at their respective addresses set forth below, or at such other addresses of which either party shall notify the other party in accordance with the provisions hereof, and shall be deemed given (i) if hand delivered, upon actual receipt by the addressee, (ii) if sent by overnight courier, upon delivery evidenced by such courier, (iii) if sent by e-mail, upon transmission, and (iv) if mailed, on the earlier of actual receipt or the 3rd business day after same is delivered to the U.S. Postal Service, properly addressed and with proper postage thereon:

Tega Cay:

City of Tega Cay
7725 Tega Cay Dr.
Tega Cay, SC 29708
Attention: Charlie Funderburk
Email: cfunderburk@tegacaysc.gov

Mattamy:

Mattamy Carolina Corporation
c/o Bob Wiggins, Vice President Land A&D
2127 Ayrley Town Blvd., Suite 201
Charlotte, NC 28273
Email: bob.wiggins@mattamycorp.com

copy to:

Mattamy Homes US Group
1900 Summit Tower Blvd., Ste. 500
Orlando, FL 32810
Attention: Leslie C. Candes, Esq.
Email: leslie.candes@mattamycorp.com

10. Miscellaneous.

(a) As used in this Agreement, the term "Agreement Date" means the later of the date this Agreement is signed by both parties.

(b) This Agreement constitutes the entire agreement between the parties hereto with respect to the transaction contemplated herein; and it is understood and agreed that all undertakings, negotiations, representations, promises, inducements and agreements heretofore had between these parties are merged herein. This Agreement may not be changed orally, but only by an agreement in writing signed by both Mattamy and Tega Cay; and no waiver of any of the provisions in this Agreement shall be valid unless in writing and signed by the party against whom such waiver is sought to be enforced.

(c) The provisions of this Agreement shall inure to the benefit of, and shall be binding upon, the parties hereto and their respective heirs and permitted successors and assigns, as may be applicable.

(d) Neither this Agreement nor any memorandum or other summary of this Agreement shall be placed of public record under any circumstances.

(e) TIME IS OF THE ESSENCE in this Agreement. In addition, if the final day of any period of time set out in any provision of this Agreement, including, without limitation, the Closing date, falls on a Saturday, Sunday or holiday, then in such case, such period shall be deemed extended to the next day which is not a Saturday, Sunday or legal holiday.

(f) No presumption shall be created in favor of or against Tega Cay or Mattamy with respect to the interpretation of any term or provision of this Agreement due to the fact that this Agreement was prepared by or on behalf of one of said parties.

(g) Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural and vice versa, unless the context requires otherwise.

(h) The captions used in connection with the paragraphs of this Agreement are for reference and convenience only and shall not be deemed to construe or limit the meaning of the language contained in this Agreement or be used in interpreting the terms and provisions of this Agreement.

(i) This Agreement may be executed in two or more counterparts and shall be deemed to have become effective when and only when one or more of such counterparts shall have been signed by or on behalf of each of the parties hereto (although it shall not be necessary that any single counterpart be signed by or on behalf of each of the parties hereto, and all such counterparts shall be deemed to constitute but one and the same instrument), and shall have been delivered by each of the parties to the other. Facsimile or electronic signatures shall be deemed to have the same effect as original signatures.

(j) If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement; and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid or enforceable.

(k) This Agreement is intended to be performed in South Carolina and shall be construed and enforced in accordance with the laws of South Carolina. Each party to this Agreement hereby irrevocably agrees that any legal action or proceeding arising out of or relating to this Agreement or any of the agreements or transactions contemplated hereby must be brought in the courts of York County, in the State of South Carolina and hereby expressly submits to the personal jurisdiction and venue of such courts for the purposes thereof and expressly waives any claim of improper venue and any claim that such courts are an inconvenient forum.

11. Execution by Mattamy. Notwithstanding anything to the contrary in this Agreement, this Agreement shall not be enforceable against buyer unless executed and delivered by a division president, in his/her capacity as division president of Mattamy, and in addition by a regional/national president/vice president. Likewise, no amendment to this Agreement shall be enforceable against buyer unless and until fully executed by buyer in accordance with the foregoing requirements.

12. Execution by Tega Cay. This Agreement and any amendments hereto shall not be effective against Tega Cay unless it is executed and delivered pursuant to approval by the City Council of Tega Cay and execution of this Agreement by Tega Cay shall evidence such approval.

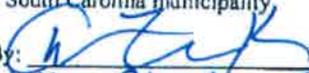
13. Assignment. Neither party may assign, any or all, of its rights and obligations hereunder without the express written consent of the other party.

[Signatures Page to Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by persons duly empowered to bind the parties to perform their respective obligations hereunder the day and year first above written.

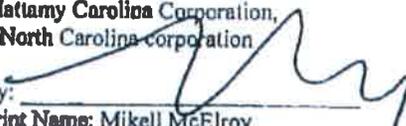
TEGA CAY:

The City of Tega Cay,
a South Carolina municipality,

By: 
Print Name: Charlie Funderburk
Title: City Manager
Date: 8/27, 2016.

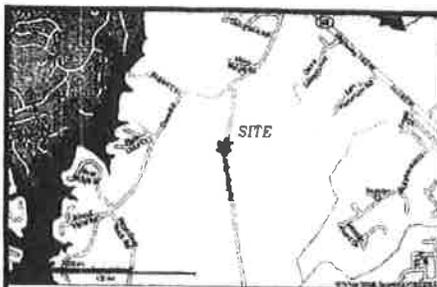
MATTAMY:

Mattamy Carolina Corporation,
a North Carolina Corporation.

By: 
Print Name: Mikell McElroy
Title: Division President
Date: 7/26/1, 2016

By: 
Print Name: Leslie C. Cades
Title: Vice President
Date: 7/26/1, 2016

EXHIBIT A
Survey of Tega Cay Property to be transferred to Mattamy Homes



NUMBER	DIRECTION	DISTANCE
L1	N83°37'11" W	38.86
L2	S82°37'39" E	33.74
L3	S08°10'42" W	79.08
L4	S00°40'47" W	134.08
L5	N11°26'33" E	126.07
L6	S10°02'01" E	104.73

VICINITY MAP (NOT TO SCALE)

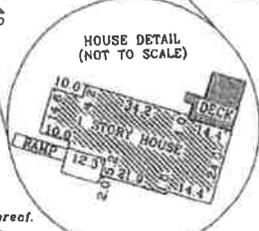
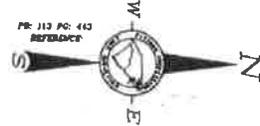
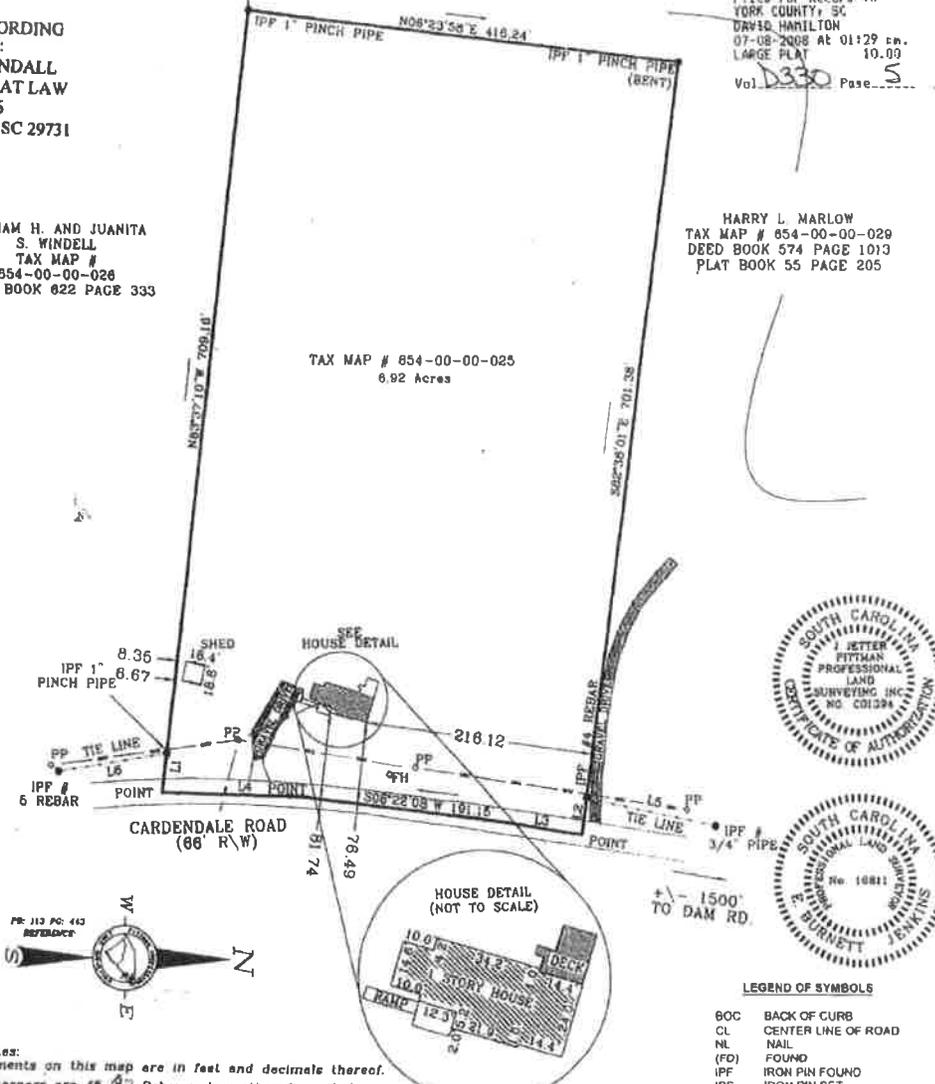
AFTER RECORDING
RETURN TO:
JANE M. RANDALL
ATTORNEY AT LAW
P.O. BOX 966
ROCK HILL, SC 29731

200800028526
Filed for Record in
YORK COUNTY, SC
DAVID HAMILTON
07-08-2008 At 01:29 pm.
LARGE PLAT 10.00
Vol. D330 Page 5

WILLIAM H. AND JUANITA
S. WINDELL
TAX MAP #
654-00-00-026
DEED BOOK 022 PAGE 333

HARRY L. MARLOW
TAX MAP # 654-00-00-029
DEED BOOK 574 PAGE 1013
PLAT BOOK 55 PAGE 205

TAX MAP # 654-00-00-025
6.92 Acres



+/- 1500'
TO DAM RD.

- LEGEND OF SYMBOLS**
- BOC BACK OF CURB
 - CL CENTER LINE OF ROAD
 - NL NAIL
 - (FD) FOUND
 - IPF IRON PIN FOUND
 - IPS IRON PIN SET
 - TWNSP TOWNSHIP

General Notes:

- Measurements on this map are in feet and decimals thereof.
- All set corners are #5 (7) Rebar unless otherwise noted.
- This plat is subject to any Easements, Agreements, or Rights of Ways of Record prior to date of this plat, which was not visible at the time of our survey.

References:
1. Plat Book 113 page 443

No new lots or property lines established

Certification:
I, hereby state 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 therein; also there are no visible encroachments or objections other than shown.

Signed E. Burnett Jenkins 6/29/08
E. BURNETT JENKINS PLS 10811

**BOUNDARY AND PHYSICAL SURVEY FOR
RCR PROPERTIES LLC**

LOCATED AT
1675 GARDENDALE ROAD
YORK COUNTY FORT MILL TWSP SOUTH CAROLINA

TOPOGRAPHIC MAPS
ROUTE SURVEYS
SUBDIVISIONS
SITE PLANS

PHOTO CONTROL SURVEYS
CONSTRUCTION SURVEYS
BOUNDARY SURVEYS
PHYSICAL SURVEYS

P.O. BOX 1518, FORT MILL, SC 29716 (803) 547-7388 FAX (803) 547-0766

EXHIBIT B
Survey of Mattamy Homes Property to be transferred to City



To: Susan Britt, AICP, Planning and Community Development Manager, City of Tega Cay

From: Duane R Brown, Project Manager, Drake Gardendale, LLC 

Date: August 18, 2016

RE: Request for certain street acceptance within the Gardendale/Lake Ridge Subdivision

As per the City of Tega Cay Subdivision Land Development Code, Drake Gardendale LLC hereby requests that the following streets depicted per the attached record maps be considered for acceptance into the City's inventory:

- Section of Bluebell Way as shown by record map Gardendale Phase 1, Pod A, Map 6.5. Completed home sites exceed the 75% completed minimum requirement.
- Section of Coralbell Way and Larkspur Way as shown by record map Gardendale Phase 1, Pod B, Map 1. Completed home sites exceed the 75% completed minimum requirement.
- Section of Coralbell Way and Betony Lane as shown by record map Gardendale Phase 1, Pod B, Map 2. Completed home sites exceed the 75% completed minimum requirement.
- Remainder of Hazel Street and Cilantro Court as shown by record map Gardendale Phase 1, Pod C, Map 4. Completed home sites exceed the 75% completed minimum requirement.

Highlighted copies of the associated record maps are attached for your reference and use.

ESP

ESP Associates, P.A.
1000 ...
1000 ...
1000 ...

General Notes
1. ...
2. ...
3. ...

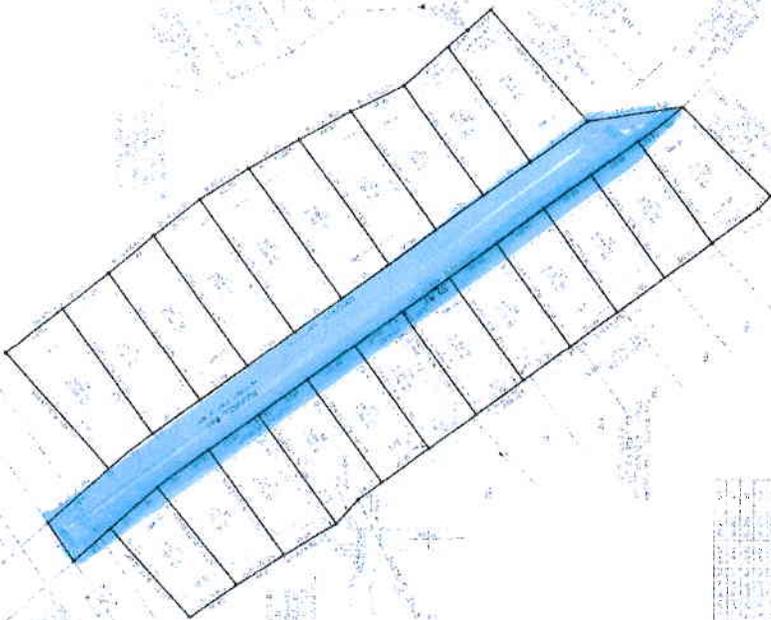


Table with 2 columns: Description, Quantity. Contains technical specifications and measurements.

Table with 2 columns: Description, Quantity. Contains technical specifications and measurements.

DRAKE
GARDENDALE, LLC
1000 ...
1000 ...



Scale



Site description and notes detailing the project location, boundaries, and specific details related to the highlighted area.

ESP
 Engineering & Surveying Professionals
 10000 North Central Expressway, Suite 100
 Dallas, Texas 75243
 Phone: (214) 343-1111
 Fax: (214) 343-1112
 Website: www.esp-engineers.com

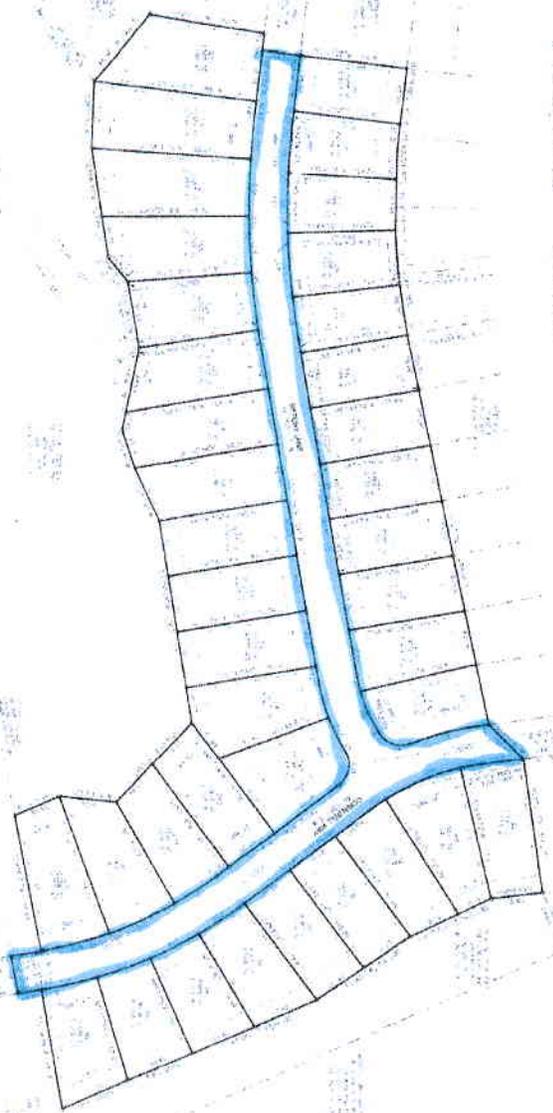
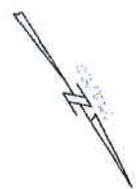


DRAKE GARDENDALE, LLC	
Project Name	DRAKE GARDENDALE, LLC
Client	DRAKE GARDENDALE, LLC
Address	10000 North Central Expressway, Suite 100, Dallas, TX 75243
City	Dallas, TX
State	Texas
Zip	75243
Phone	(214) 343-1111
Fax	(214) 343-1112
Website	www.esp-engineers.com
Project No.	ESP-2010-001
Issue No.	1.0
Issue Date	10/15/2010
Scale	As Shown
Author	J. Smith
Checker	M. Jones
Engineer	D. White
Surveyor	R. Black
Planner	L. Green
Designer	K. Brown
Printer	A. Gray

ESSE 4

THIS PLAN IS THE PROPERTY OF ENGINEERING & SURVEYING PROFESSIONALS (ESP) AND IS NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF ESP. ANY UNAUTHORIZED USE OF THIS PLAN IS STRICTLY PROHIBITED. THE USER OF THIS PLAN ASSUMES ALL LIABILITY FOR ANY DAMAGE OR INJURY RESULTING FROM THE USE OF THIS PLAN. ESP AND ITS ENGINEERS AND SURVEYORS ACCEPT NO LIABILITY FOR ANY DAMAGE OR INJURY RESULTING FROM THE USE OF THIS PLAN. THE USER OF THIS PLAN SHALL INDEMNIFY AND HOLD HARMLESS ESP AND ITS ENGINEERS AND SURVEYORS FROM AND AGAINST ALL SUCH DAMAGE OR INJURY. THIS PLAN IS NOT TO BE USED FOR ANY PURPOSE OTHER THAN THAT SPECIFICALLY INTENDED BY ESP. THE USER OF THIS PLAN SHALL INDEMNIFY AND HOLD HARMLESS ESP AND ITS ENGINEERS AND SURVEYORS FROM AND AGAINST ALL SUCH DAMAGE OR INJURY. THIS PLAN IS NOT TO BE USED FOR ANY PURPOSE OTHER THAN THAT SPECIFICALLY INTENDED BY ESP. THE USER OF THIS PLAN SHALL INDEMNIFY AND HOLD HARMLESS ESP AND ITS ENGINEERS AND SURVEYORS FROM AND AGAINST ALL SUCH DAMAGE OR INJURY.

NO.	DESCRIPTION	DATE	BY
1	PREPARED FOR DRAKE GARDENDALE, LLC	10/15/2010	J. SMITH
2	REVISED TO SHOW CHANGES	10/20/2010	M. JONES
3	REVISED TO SHOW CHANGES	11/05/2010	D. WHITE
4	REVISED TO SHOW CHANGES	11/15/2010	R. BLACK
5	REVISED TO SHOW CHANGES	12/01/2010	L. GREEN
6	REVISED TO SHOW CHANGES	12/15/2010	K. BROWN
7	REVISED TO SHOW CHANGES	01/05/2011	A. GRAY



NOT TO SCALE
 ALL DIMENSIONS ARE IN FEET AND INCHES
 UNLESS OTHERWISE SPECIFIED
 ALL CORNERS ARE TO BE SET BY THE SURVEYOR
 ALL DISTANCES ARE TO BE MEASURED ALONG THE CENTERLINE OF THE WATERWAY
 ALL DISTANCES ARE TO BE MEASURED ALONG THE CENTERLINE OF THE WATERWAY
 ALL DISTANCES ARE TO BE MEASURED ALONG THE CENTERLINE OF THE WATERWAY

STATE OF SOUTH CAROLINA)
)
COUNTY OF YORK)

TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS, that **DRAKE GARDENDALE, LLC**, a South Carolina limited liability company (“**Grantor**”) in the State aforesaid, for and in consideration of a public purpose and fulfilling the terms of that certain Development Agreement between the parties hereto dated August 4, 2005, and recorded in Record Book 7436, Page 253, as amended [See Affidavit of Value attached hereto], to Grantor paid at and before the sealing of these presents by the **CITY OF TEGA CAY**, 1000 Tega Cay Drive, Tega Cay, South Carolina 29708 (“**Grantee**”), the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the said Grantee, its successors and assigns, the following described property, to wit (the “**Premises**”):

All those certain pieces, parcels, or lots of land lying, being and situate in the City of Tega Cay, County of York, State of South Carolina and being shown and designated as that certain portion of the right-of-way of Bluebell Way on that certain plat entitled “Final Plat of Gardendale (Lakeridge), Phase 1, Pod A, Map 5” prepared by ESP Associates, P.A. and recorded in Plat Book E249 at Page 10 in the Office of the Clerk of Court for York County, South Carolina, which plat is incorporated herein by reference, and having such metes, bounds, courses, and distances as by reference to said plat will more fully appear.

All those certain pieces, parcels, or lots of land lying, being and situate in the City of Tega Cay, County of York, State of South Carolina and being shown and designated as (i) that certain portion of the right-of-way of Coralbell Way, and (ii) that certain portion of the right-of-way of Larkspur Way, on that certain plat entitled “Final Plat of Gardendale, Phase 1, Pod B, Map 1” prepared by ESP Associates, P.A. and recorded in Plat Book E294 at Page 8 in the Office of the Clerk of Court for York County, South Carolina, which plat is incorporated herein by reference, and having such metes, bounds, courses, and distances as by reference to said plat will more fully appear.

All those certain pieces, parcels, or lots of land lying, being and situate in the City of Tega Cay, County of York, State of South Carolina and being shown and designated as (i) that certain portion of the right-of-way of Betony Lane, and (ii) that certain portion of the right-of-way of Coralbell Way, on that certain plat entitled “Final Plat of Gardendale, Phase 1, Pod B, Map 2” prepared by ESP Associates, P.A. and recorded in Plat Book E358 at Page 4 in the Office of the Clerk of Court for York County, South Carolina, which plat is incorporated herein by reference, and having such metes, bounds, courses, and distances as by reference to said plat will more fully appear.

All those certain pieces, parcels, or lots of land lying, being and situate in the City of Tega Cay, County of York, State of South Carolina and being shown and designated as (i) that certain

portion of the right-of-way of Cilantro Court, and (ii) that certain portion of the right-of-way of Hazel Street, on that certain plat entitled "Final Plat of Gardendale, Phase 1, Pod C, Map 4" prepared by ESP Associates, P.A. and recorded in Plat Book E294 at Page 6 in the Office of the Clerk of Court for York County, South Carolina, which plat is incorporated herein by reference, and having such metes, bounds, courses, and distances as by reference to said plat will more fully appear.

DERIVATION: BEING a portion of the property conveyed to Drake Gardendale, LLC by that Deed of SITE 1-2-B, LLC dated as of September 10, 2007 and recorded in Deed Book 9426 at Page 214 in the Office of the Clerk of Court for York County, South Carolina, and by deed of Thomas L. Hicks, Sr. executed February 26, 2008 and recorded February 29, 2008 in record Book 9845 at Page 69, aforesaid records, and by deed of James Lewis Osborne, as Personal Representative of the Estate of Thomas Nelson Rayfield a/k/a Tommy Nelson Rayfield, executed December 9, 2014 and recorded December 10, 2014 in record Book 14551 at Page 237, aforesaid records.

TOGETHER WITH, and Grantor hereby quitclaims unto Grantee, its successors and assigns, all of Grantor's interest, if any, in and to non-exclusive easements across all those certain pieces, parcels or lots of land comprising the areas set aside for easements, shown and described as "20' PSDE," "Irreg. PSDE," "Irregular PSDE," "20' Sanitary & Public Use Easement," "20' SSE" and "35' SSE" on the above-referenced Plats, for the installation, maintenance, operation, and replacement of, sidewalks and Streetscape Improvements; water lines, pipes and other apparatus and related infrastructure; sanitary sewer lines, pipes and other apparatus and related infrastructure; drainage lines, culverts, pipes and all other storm water run-off apparatus and related infrastructure; landscaping; and monumentation (collectively, the "**Easement Parcels**").

TOGETHER WITH, and Grantor hereby quitclaims unto Grantee, its successors and assigns, all of Grantor's interest, if any, in and to all infrastructure improvements located within the Easement Parcels and the roads conveyed hereinabove, including, but not limited to, all water lines, pipes, and other apparatus or related infrastructure; all sanitary sewer lines, pipes and other apparatus and related infrastructure; all drainage lines, culverts, pipes and other storm water run-off apparatus and related infrastructure; any and all sewer pumps and connections and related infrastructure; and any and all other improvements lying within the Easement Parcels or within or under the roads conveyed above.

TOGETHER WITH all and singular the rights, members, hereditaments and appurtenances to the said Premises belonging, or in anywise incident or appertaining.

TO HAVE AND HOLD, all and singular, the said Premises before mentioned unto the said Grantee, its successors and assigns, forever.

AND Grantor does hereby bind itself and its successors and assigns to warrant and forever defend, all and singular, the said Premises unto Grantee, its successors and assigns,

against Grantor and its assigns and all persons whomsoever lawfully claiming or to claim the same or any part thereof.

[Signature page follows]

STATE OF SOUTH CAROLINA)
)
COUNTY OF YORK)

AFFIDAVIT

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this affidavit and I understand such information.
2. The property being transferred is located in the City of Tega Cay, bearing York County Tax Map Number (these are road rights-of-way and they will not be assigned Tax Map Numbers), and was transferred by Drake Gardendale, LLC, to City of Tega Cay on _____, 2017.
3. Check one of the following: The deed is
 - (a) ___ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 - (b) ___ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
 - (c) X exempt from the deed recording fee because:
S.C. Code Ann. section 12-24-40 (2) transferring realty to a political subdivision
(If exempt, please skip items 4-7 and go to item 8.)
4. Check one of the following if either item 3(a) or 3(b) above has been checked.
 - (a) ___ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$_____.
 - (b) ___ The fee is computed on the fair market value of the realty which is \$_____.
 - (c) ___ The fee is computed on the fair market value of the realty as established for property tax purposes which is \$_____.
5. Check YES ___ or NO X to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "YES", the amount of the outstanding balance of this lien or encumbrance is \$_____.
6. The deed recording fee is computed as follows:
 - (a) Place the amount listed in item 4 above here: \$0.00

(b) Place the amount listed in item 5 above here: \$0.00
(If no amount is listed, place zero here.)

(c) Subtract Line 6(b) from Line 6(a) and
place the result here: \$0.00

7. The deed recording fee is based on the amount listed on Line 6(c) above and the deed recording fee is: \$0.00
8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: Authorized Agent of Grantor.
9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

Jeffrey A. LeForce
Responsible Person Connected with this Transaction

Jeffrey A. LeForce
Type or Print Name Here

SWORN to before me this 10
day of JANUARY, 2017.

Dianne Keller
Notary Public for North Carolina
My Commission Expires: 7-22-2020

