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. Executive Session
   Legal Advice as it pertains to Cadence PDD

2. New Business

   2.a. Introduction And 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)

   Documents:

   ORD TO ANNEX AND REZONE-CADENCE.PDF

3. Adjournment

STATE OF SOUTH CAROLINA)
COUNTY OF YORK) **ORDINANCE ___**
CITY OF TEGA CAY)

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**

_____
George C. Sheppard, Mayor

[SEAL]

_____
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

Site Data:

Tax Parcels:	6440000047, 6440000045, 6440000049, 6440000050, 6440000051, 6440000052, 6440000053, & 6440000048
Location:	York County, SC
Overall Site Area:	+/- 57.51 Acres
Government/Institutional Area:	+/- 8.89 Acres
Residential Area:	+/- 48.62 Acres
Zoning:	
Existing:	RGD & AGC (York County)
Proposed:	PDD (Tega City)
Total Residential Units Permited:	Up to 125 Units

Village	Acres	Land Usage
Village "A" Residential District	+/- 48.62	Single Family Residential Detached
Village "B" Government/Institutional	+/- 8.89 AC	Government/Institutional Up to 90,000 S.F.

Residential Density:	Up to 2.60 DU/AC
Open Space:	
Required:	+/- 4.8 Acres (10%)
Provided:	+/- 9.6 Acres (20%)

Note: A minimum of 10% Open Space required based on the Residential Area of the Project Site

General Notes:

1. Base information provided by York GIS Data and should be verified for accuracy.
2. All site plan, zoning, and wetland information utilized in the preparation of this plan is considered to be preliminary in nature and subject to change and final verification.
3. Tanoff Tax did not fly on the property.

Floodplain Information:
Floodplain information obtained from York County GIS data and should be verified for accuracy.

Stream/Wetland Information:
Stream/Wetland information is based on preliminary obtained from York County GIS data. For purposes of preparation of this Planned Development District Sketch, any potential wetland areas and stream features depicted on the plan are considered to be preliminary in nature and approximate in location.

Access Points/Driveways/Streets:
1. Proposed project site entrance locations are considered preliminary in nature and need to be verified by a Registered Traffic Engineer.
2. All roadway and street systems are considered to be preliminary and will need to be verified for sufficiency to satisfy or exceed minimum requirements established in the City of Tega City and applicable standards identified by SCDOT. Street connections are conceptual and may be subject to change based on agency input and review.

Open Space / Tree Save:
Open Space and Tree Save areas are conceptual and preliminary. The exact location of these areas may change as the client finalizes decisions regarding final layout, product selections, and or other politically dependent project components such as stormwater areas, wetland areas, steep features, and buffers, as applicable for the project are better defined.

Potential Stormwater Quality Areas:
Location of proposed stormwater areas are conceptual and preliminary and still need to be determined. The exact size and location of these areas will change as the client finalizes decisions regarding final layout, product selections, and other politically dependent project components such as stormwater areas, wetland areas, steep features, and buffers, as applicable for the project are better defined.

Public Information:
ESP Associates is not responsible for map deficiencies created by incorrect, incomplete, missing or outdated information in derived from public sources such as GIS, Planning and Zoning departments.

ESP Associates, P.A.
P.O. Box 7030 3425 Lakemont Blvd.
Charlotte, NC 28241 Fort Mill, SC 29708
NC – 704.583.4949 SC – 803.802.2440
www.espassociates.com

This drawing, and/or the design shown are the property of ESP Associates, P.A. The reproduction, alteration, copying or other use of this drawing without their written consent is prohibited and any infringement will be subject to legal action. ESP Associates, P.A.

mattamyHOMES

Cadence Site
PDD

Planned
Development
District
Sketch Plan

PROJECT LOCATION — Tega City, SC

GRAPHIC SCALE

1 INCH = 100 FT

PROJECT NUMBER:	2437.100
DRAWING NAME:	2437 Rezoning Plan.psd
DATE:	April 19, 2016
DRAWN BY:	DM
CHECKED BY:	MM

AGENCY / MUNICIPAL REVISION

NO.	DATE	BY	REVISION
1	6/27/16	DM	Revised per staff Comments
2	8/31/16	MM	Revised per staff Comments
3	7/7/16	MM	Revised PDD Text to add Parks Master Language

EXHIBIT B

NOTES:

Curve Table				
Curve #	Radius	Length	Bearing	Chord
C2	[illegible]	[illegible]	[illegible]	[illegible]
C1	[illegible]	[illegible]	[illegible]	[illegible]

LEGEND

"PRELIMINARY PLAT NOT FOR RECORDATION, CONVEYANCES, OR SALES"

ESP Associates, P.A.
www.espassociates.com

NO.	DATE	REVISION	BY

MINOR SUBDIVISION PLAT OF:
TAX PARCEL# 644-00-00-046
OWNERS: KENNETH R. HAMMOND, LINDA H. MELTON, RICKY C. HAMMOND & AUGUSTUS R. HAMMOND, JR

LOCATED IN: FORT MILL TOWNSHIP
YORK COUNTY
SOUTH CAOLINA

MATTAMY HOMES
2127 AYRSLEY TOWN BLVD, SUITE 201
CHARLOTTE, NC 28273

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").

W I T N E S S E T H:

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 Ayrsley 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 Frederick
Title: City Manager
Date: 8/2/, 2016.

MATTAMY:

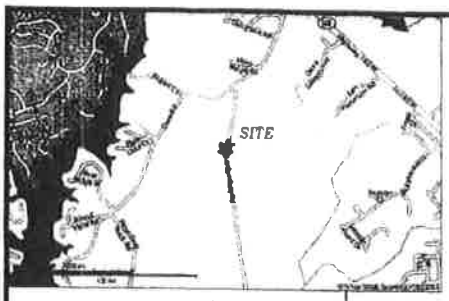
Mattamy Carolina Corporation,
a North Carolina corporation

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

By: _____
Print Name: Leslie C Cordes
Title: Vice President
Date: 7/26/, 2016

EXHIBIT A

Survey of Tega Cay Property to be transferred to Mattamy Homes



VICINITY MAP (NOT TO SCALE)

Surveyed 06/24/08 SCALE 1" = 100'

100 0 100 200

NUMBER	DIRECTION	DISTANCE
L1	N83°37'11"W	36.86'
L2	S82°37'39"E	33.74'
L3	S08°10'42"W	79.08'
L4	S00°40'47"W	134.08
L5	N11°25'33"E	125.07'
L6	S10°02'01"E	104.73'

200800026526
Filed for Record in
YORK COUNTY, SC
DAVID HAMILTON
07-08-2008 At 01:29 pm.
LARGE PLAT 10.00
Vol D330 Page 5

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

IPF 1" PINCH PIPE
N06°23'58"E 416.24'
IPF 1" PINCH PIPE (BENT)

WILLIAM H. AND JUANITA S. WINDELL
TAX MAP # 654-00-00-026
DEED BOOK 622 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

N83°37'10"W 709.16'
S82°36'01"E 701.38'

SHED 16.4' x 16.8'
SEE HOUSE DETAIL
IPF 1" PINCH PIPE
8.36
6.67
PP TIE LINE
L6
IPF # 6 REBAR
POINT
P2
216.12
PP
4TH
L4 POINT
S06°22'08"W 191.15
L3
IPF #4 REBAR
L5 PP TIE LINE
IPF # 3/4" PIPE
POINT
CARDENDALE ROAD (66' R\W)
81.74'
78.49'
+\- 1500' TO DAM RD.

HOUSE DETAIL (NOT TO SCALE)
10.0' 14.1' 31.2' DECK
2 STORY HOUSE
10.0' PATIO 12.3' 29.2' 14.4'

PB 113 PG 443 REFERENCE

SOUTH CAROLINA J. JETTER PITTMAN PROFESSIONAL LAND SURVEYING INC. NO. C01394 CERTIFICATE OF AUTHORIZATION

SOUTH CAROLINA PROFESSIONAL LAND SURVEYOR No. 16811 E. BURNETT JENKINS

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:
1. *Measurements on this map are in feet and decimals thereof.*
2. *All set corners are #5 (⅝") Rebar unless otherwise noted.*
3. *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 projections other than shown.

Signed E. Burnett Jenkins 6/25/08
E. BURNETT JENKINS PLS 16811

BOUNDARY AND PHYSICAL SURVEY FOR
RCR PROPERTIES LLC

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

TOPOGRAPHIC MAPS
ROUTE SURVEYS
SUBDIVISIONS
SITE PLANS

PITTMAN PROFESSIONAL LAND SURVEYING

PHOTO CONTROL SURVEYS
CONSTRUCTION SURVEYS
BOUNDARY SURVEYS
PHYSICAL SURVEYS

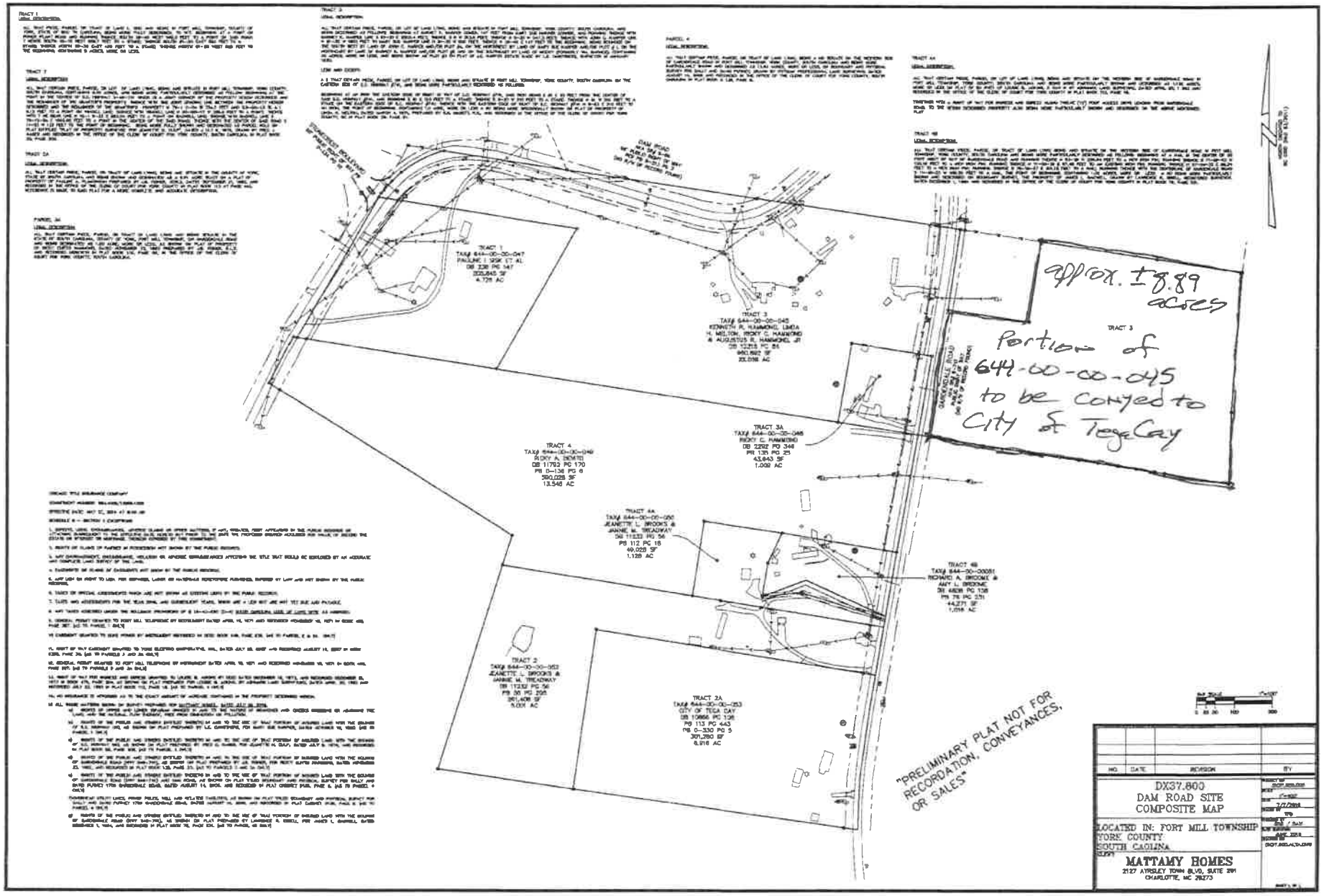
P.O. BOX 1312, FORT MILL, SC 29716 (803) 547-7388 FAX (803) 547-0766

File Name: P:\K0\F27\K0F27.DWG

KH

EXHIBIT B

Survey of Mattamy Homes Property to be transferred to City



approx. ±8.89 acres
Portion of 644-00-00-045 to be conyed to City of Tega Cay
TRACT 1
TAX# 644-00-00-047
PAULINE I 1252 ET AL
DB 238 PG 147
4.728 AC
TRACT 3
TAX# 644-00-00-045
KENNETH R. HAMMOND, LINDA H. MILTON, RICKY C. HAMMOND & AUGUSTUS R. HAMMOND, JR
DB 12215 PG 84
TRACT 3A
TAX# 644-00-00-046
RICKY C. HAMMOND
DB 2292 PG 346
PR 135 PG 25
43,643 SF
1.002 AC
TRACT 4
TAX# 644-00-00-049
RICKY A. DEMTO
DB 11792 PG 170
PB 0-136 PG 6
590,028 SF
13.546 AC
TRACT 4A
TAX# 644-00-00-050
JEANETTE L. BROOKS & JANNIE M. TREADWAY
DB 11232 PG 56
PB 112 PG 18
49,028 SF
1.128 AC
TRACT 4B
TAX# 644-00-00051
RICHARD A. BROOME & AMY L. BROOME
DB 4808 PG 138
PB 76 PG 251
44,271 SF
1.016 AC
TRACT 2
TAX# 644-00-00-052
JEANETTE L. BROOKS & JANNIE M. TREADWAY
DB 11232 PG 56
PB 50 PG 295
261,408 SF
5.001 AC
TRACT 2A
TAX# 644-00-00-053
CITY OF TEGA CAY
DB 10866 PG 136
PB 113 PG 443
PB 0-330 PG 5
301,280 SF
6.916 AC
"PRELIMINARY PLAT NOT FOR RECORDATION, CONVEYANCES, OR SALES"
NO. DATE REVISION BY
DX37.800
DAM ROAD SITE
COMPOSITE MAP
LOCATED IN: FORT MILL TOWNSHIP
YORK COUNTY
SOUTH CAOLINA
MATTAMY HOMES
2127 AYRSLEY TOWN BLVD, SUITE 201
CHARLOTTE, NC 28273