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SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM DORCHESTER COUNTY
Court of Common Pleas

Hon. Maite Murphy, Circuit Court Judge
Appellate Case No.: 2025-001299

Attia Eldabawy and Lynne Chatlos,

Petitioners/Appellants,

v.

D.R. Horton, Inc.,

Respondent.

Respondent's Return to Petitioners/Appellants' Petition for Writ of Supersedeas

The Petitioners/Appellants erected a gate across a road dedicated to public use and filed a lawsuit to enjoin the Respondent from using the road to develop a large residential subdivision on its property. The circuit court denied the Petitioners/Appellants' Motion for Temporary and/or Preliminary Injunction. The court also ordered the Petitioners/Appellants to remove the gate and refrain from interfering with the Respondent's construction project.

The circuit court's Order Denying Plaintiff's Motion for Temporary Injunction and/or Preliminary Injunction dated May 5, 2025, attached as Exhibit A, correctly states the relevant facts and law. It would serve no useful purpose to repeat those facts and law here.

Nonetheless, there are a few facts and legal authorities that deserve special attention.

The first is that the Petitioners/Appellants' claim to the road is completely unfounded. The Petitioner/Appellant Lynne Chatlos does not own the land upon which the Petitioners/Appellants rest their claim. That land is owned solely by Petitioner/Appellant Attia Elbadawy. His land is comprised of lots 5 and 6 of Block N in Twin Lakes Subdivision in Dorchester County as shown on a plat dated February 14, 1967 and recorded in the County in Plat Book 16 at Page 85. The plat also shows that his land goes only to the edge of the road. He does not own the road. The plat also dedicates the road to the public. In a statement signed by the President of the landowner, it states, "American Mortgage Investment Co. hereby dedicates all roads, streets and easements, as shown, to the public for their use forever". The deed dated December 9, 2018 into Appellant/Petitioner Elbadawy states, "The above plat is incorporated herein by reference" and "this conveyance is made subject to easements, restrictions, covenants and conditions of record including matters shown on recorded plats." The Elbadawy deed and the plat are Exhibit 2 to the Affidavit of Chris Hill, which is attached as Exhibit B. The Elbadawy lots are highlighted in yellow on the plat. An enlargement of the relevant parts of the plat is Exhibit C.

The Affidavit of Chris Hill also includes the deed conveying title to the Respondent for its land. Exhibit 1 to Exhibit B. The Respondent's deed shows that it paid \$2,190,000 for the land that it intends to use for its subdivision development. Its project will provide a tax base which will yield hundreds of thousands of dollars each year to Dorchester County. Blocking this residential development will not only cause irreparable harm to the Respondent; it will also cause irreparable harm to Dorchester County and its citizens, especially its school children, who

are primarily dependent on property tax revenues for their education. In addition, restricting the supply of housing hurts those looking to buy a home.

Dorchester County approved this project and on April 24, 2024 issued an Encroachment Permit. The permit specifically mentioned “A new sewer forcemain extension on Wise Lane.” That is the road at issue. The permit is shown as Exhibit 1 to the Affidavit of Kelsey Harper, which is attached as Exhibit D. The Affidavit of Kelsey Harper also describes the thorough planning and approval process for the project, which occurred before the Petitioners/Appellants filed their lawsuit on September 5, 2024. Their motion for an injunction was not to preserve the status quo. It was to upend it.

An order granting an injunction is not automatically stayed by noticing an appeal. Rule 241(b)(8), SCACR; *see also* Rule 62(a), SCRCP. Nevertheless, a “party may move for an order imposing a supersedeas” to stay an injunction pending an appeal. Rule 241(c), SCACR. Unless “extraordinary circumstances make it impracticable” this relief must be sought first from the court that entered the injunction. Rule 241(d)(1), SCACR. There are no such “extraordinary circumstances” in this case, and the Petitioners/Appellants have not sought a supersedeas from the Hon. Maite Murphy, who issued the May 5, 2025 Order denying their requested injunction and who denied their motion for reconsideration.

To supersede an injunction pending an appeal, the party seeking to stay the injunction must clearly show that allowing the injunction to remain in effect would cause “an irreparable injury or the miscarriage of justice.” *Kuhn v. Elec. Mfg. & Power Co.*, 92 S.C. 488, 75 S.E. 791, 791 (1912); *cf. Long v. Robinson*, 432 F.2d 977, 979 (4th Cir. 1970) (a party seeking a stay pending appeal must show “(1) that he will likely prevail on the merits of the appeal, (2) that he will

suffer irreparable injury if the stay is denied, (3) that other parties will not be substantially harmed by the stay, and (4) that the public interest will be served by granting the stay”).

[Emphasis supplied].

A party seeking a temporary injunction bears the burden of proof and it must establish all elements. This is the standard that applied in the circuit court.

“A party seeking a temporary injunction must establish three elements to receive this relief: (1) immediate, irreparable harm if the injunction is not granted; (2) a likelihood of success on the merits; and (3) no adequate remedy at law. *Compton v. S.C. Dep’t of Corr.*, 392 S.C. 361, 366, 709 S.E.2d 639, 642 (2011); *Poynter Invs., Inc. v. Century Builders of Piedmont, Inc.*, 387 S.C. 583, 586-87, 694 S.E.2d 15, 17 (2010).

Judge Murphy did exactly what the law requires.

The Petitioners/Appellants have failed in every respect procedurally and substantively.

The Court of Appeals should deny their Petition for Writ of Supersedeas.

August 7, 2025

Respectfully submitted.

s/Mark A. Bible, Jr.

Mark A. Bible, Jr. SC Bar 101624

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Petitioners/Appellants:

Attia Elbadawy, *pro se*

Lynne Chatlos, *pro se*

493 Wise Road

Summerville, SC 29483

843-641-8556

ala_international@yahoo.com

EXHIBIT A

STATE OF SOUTH CAROLINA

COUNTY OF DORCHESTER

Attia Elbadawy and Lynne Chatlos,

Plaintiffs,

v.

D.R. Horton, Inc.,

Defendant.

D.R. Horton, Inc.,

Third-Party Plaintiff,

v.

Dorchester County,

Third-Party Defendant.

IN THE COURT OF COMMON PLEAS

C.A. NO. 2024-CP-18-01459

**ORDER DENYING PLAINTIFFS’
MOTION FOR TEMPORARY
INJUNCTION AND/OR
PRELIMINARY INJUNCTION**

This matter comes before the Court based on Plaintiffs’, Attia Elbadawy and Lynne Chatlos (collectively “Plaintiffs”), Motion for Temporary Injunction and/or Preliminary Injunction, *Pendente Lite*, filed on September 5, 2024 (the “Motion”). The Motion was argued before the Honorable Maite Murphy on January 21, 2025.¹ Present at the Motion hearing were Plaintiffs (pro se litigants), counsel for Defendant, D.R. Horton, Inc. (“DRH”), Mark A. Bible, Jr., Esq., and counsel for Third-Party Defendant, Dorchester County (the “County”), Bradley A. Mitchell, Esq.

Prior to the Motion hearing, counsel for DRH submitted memoranda and affidavits in opposition to the Motion. DRH’s memoranda and exhibits thereto including affidavits were filed on January 17, 2025 and were considered by this Court in addition to prior filed pleadings and oral

¹ The subject hearing was conducted through the Court’s virtual courtroom hosted via Webex. All parties and/or, to the extent represented by counsel, their attorneys appeared for the hearing.

arguments of the parties. Plaintiffs made oral arguments during the Motion hearing, however, they did not file or offer memoranda or affidavits in support of the Motion prior to the Motion hearing.

In accordance with DRH's memoranda and affidavits in opposition to the Motion, oral arguments of the parties, and for the following reasons, the Plaintiffs' Motion is **DENIED**.

I. **BACKGROUND & RELEVANT FACTS**

The Plaintiffs' Motion generally alleges that DRH should be enjoined or otherwise restrained from, *inter alia*: (i) trespassing on the Plaintiffs' property; (ii) performance of work in accordance with permits issued by the County; and (iii) performance of work on or along an unpaved road, street, and/or thoroughfare referred to as "Wise Road" a/k/a "Wise Lane" (the "Road"). The central focus of the Plaintiffs' claims and Motion is DRH's encroachment and/or attempted performance of infrastructure construction along, beneath, and/or within the Road.

Plaintiffs are the owners and/or residents of 493 Wise Road, Summerville, SC 29483 (the "Plaintiffs' Property"). Based on boundary maps, plats and surveys submitted in this matter, the boundary of Plaintiffs' Property appears to terminate adjacent to and/or near the Road but does not extend into the Road. The Plaintiffs' Property forms a portion of the Twin Lakes Subdivision, the same having been platted by and/or on behalf of American Mortgage & Investment Co. in 1967 as reflected that certain plat recorded in the Office of the Register of Deeds for Dorchester County in Plat Book 16, at Page 85 (the "Plat"). Although the Road was not named at the time the Plat was recorded, the Road is represented in the Plat as having been dedicated to the public. The Plaintiffs' deed incorporates the Plat and further provides the conveyance of the Plaintiffs' Property is "subject to easements, restrictions, covenants, and conditions of record, including matters shown on recorded plats." Plaintiffs did not present any evidence of having performed a survey prior to their acquisition of the Plaintiffs' Property.

DRH is the owner of real property bearing Dorchester County Tax Map No. 134-00-00-039 located adjacent to and in the vicinity of the Plaintiffs' Property and the Road (the "DRH Tract"). The DRH Tract was conveyed to DRH by a land holding subsidiary of BRD Land & Investment, LLC ("BRD"). Prior to acquisition of the DRH Tract, BRD (a land development company) caused engineering and land planning to be performed and approved by County government officials as necessary to subdivide and develop the DRH Tract. Further, BRD applied for and received an encroachment permit from the County for installation of, *inter alia*, installation of sewer and water infrastructure for the use and benefit of development of the DRH Tract (the "Permit").

After acquiring title to the DRH Tract and having received assignment of the Permit and subdivision approvals from BRD, DRH commenced efforts to develop the DRH Tract in accordance with and/or consistent with the County approvals and permits. In furtherance of developing the DRH Tract, efforts to install County permitted and approved infrastructure commenced along the Road. On or about May 2024, Plaintiffs caused a metal gate to be installed near the intersection of Weir Street (a County road or street) and the Road (the "Gate"). The Plaintiffs' Gate effectively prevented access to portions of the Road adjacent to the Plaintiffs' Property.

Plaintiffs have moved, presumptively pursuant to Rule 65 of the *South Carolina Rules of Civil Procedure*, seeking this Court to enter an Order enjoining DRH from, *inter alia*, continuing to enter upon the Road and installation of water and sewer infrastructure along and/or beneath the Road. At the center of Plaintiffs' arguments, are their allegations that the Road is privately owned and maintained rather than the Road having been dedicated to the public. Plaintiffs exhibited the intention to hold the Road as their own to the exclusion of the general public, including DRH and

its employees, agents, and contractors. In support of the Motion, the Plaintiffs argued portions of the Road constitute a privately owned thoroughfare or driveway such that Plaintiffs' have the right to deny access or use of the Road or portions thereof. Plaintiffs argued that they had constructed or otherwise improved the Road in furtherance of gaining access to the Plaintiffs' Property and further admitted having constructed or installed the Gate to deny or otherwise control access to the Road.

In opposition to the Motion and Plaintiffs' arguments, DRH presented affidavits, credible evidence, and arguments that tend to support, *inter alia*: (i) the Road is not located within the boundaries of the Plaintiffs' Property; (ii) that the Road was not privately owned by Plaintiffs; (iii) Road was dedicated to public use; (iv) that as members of the public, DRH and its employees and/or subcontractors were entitled to unencumbered access to and use of the Road for such purposes as permitted by local governing bodies and regulations; and (v) the installation and the continued use of the gate by Plaintiffs' effectively prevents DRH from operating along the Road as a general member of the public and prevents installation of essential infrastructure for development of the DRH Tract as approved by the County and/or as authorized by the Permit.

II. APPLICABLE LAW.

It is well established in South Carolina that in order to establish a temporary injunction order and/or preliminary injunction, Plaintiff must prove the following: (1) irreparable harm, if the injunction is not granted; (2) the moving party will likely succeed on the merits of the litigation; and (3) there is an inadequate remedy at law. See *Scratch Golf Co. v. Dunes West Residential Golf Properties*, 361 S.C. 117, 603 S.E. 2d 905, 907 (2004).

An injunction is a drastic remedy issued by the court in its discretion to prevent irreparable harm suffered by the claimant. Plaintiffs' Complaint must allege facts sufficient to constitute a cause

of action for injunction and demonstrate it is reasonably necessary to protect the legal rights of the Plaintiffs pending in the action. *See Bookhart v. Cent. Elec. Power Coop., Inc.*, 219 S.C. 414, 432-33, 65 S.E.2d 781, 789 (1951). “For a Court to grant an injunction, a mere assertion of irreparable harm alone is insufficient to warrant an injunction. *See Shapemasters Golf Course Builders, Inc. v. Shapemasters, Inc.*, 60 S.C. 473, 480, 602 S.E.2d 83, 87 (Ct. App. 2004). Further, Rule 65(c), *South Carolina Rules of Civil Procedure*, requires the party seeking injunctive relief to post a bond:

“Except in divorce, child custody and non-support actions where the giving of security is discretionary, no restraining order or temporary injunction shall issue except upon the giving of security by the applicant, in such sum as the court deems proper, for the payment of such costs and damages as may be incurred or suffered by any party who is found to have been wrongfully enjoined or restrained... A surety upon a bond or undertaking under this rule submits himself to the jurisdiction of the court and irrevocably appoints the clerk of court as his agent upon whom any papers affecting his liability on the bond or undertaking may be served. His liability may be enforced on motion without necessity of an independent action.”

Rule 65(c), *SCRPC*.

Ultimately, the Plaintiffs have the burden of proving their entitlement to the relief sought. Here, and as further discussed below, the Plaintiffs have failed to satisfy or otherwise meet the burdens of proof necessary for this Court to order that DRH or any other party be temporarily enjoined or restrained.

A. IRREPARABLE HARM

Plaintiffs argue that they have been and/or will be irreparably harmed in the event DRH and agents, employees, representatives and/or contractors thereof are permitted to access or encroach upon the Road for installation of water and sewer infrastructure for the benefit of the DRH Tract. Plaintiffs contend that the irreparable harm flowing from the alleged encroachments and/or infrastructure construction may include, *inter alia*: (i) Plaintiffs being precluded access to the Road during DRH’s infrastructure construction; (ii) Plaintiffs being precluded from access to the Plaintiffs’ Property

during DRH's infrastructure construction; (iii) that DRH's performance of infrastructure construction in or along the Road will result in physical harm or damage the Plaintiffs and/or their Property; and (iv) Plaintiffs being precluded from unencumbered use and possession of property it claims to own (i.e., the Road).

Despite the arguments presented, as of the date of the Motion hearing, the Plaintiffs' failed to offer any credible evidence, materials or any other supporting information tending to substantiate the claims that they have or otherwise may in the future sustain irreparable harm. In fact, this Court finds there is no irreparable harm to the Plaintiffs and if the Plaintiffs ultimately prevail on the merits of it underlying complaint, they could seek damages against DRH. Since one of the Plaintiffs' remedies is damages, no irreparable harm can be shown and the first element for a temporary injunction or preliminary injunction has not been met.

B. LIKELIHOOD OF SUCCESS

The second element to prove a preliminary injunction requires that the Plaintiffs show that they will succeed on the merits of the litigation. In this case, likelihood of success on the merits is unclear and many facts remain in dispute. Further, in response to the Motion, DRH presented multiple affidavits and credible records which tend to disprove any entitlement to the relief sought in Plaintiffs' Motion and Complaint.

Despite DRH's presentation of affidavits and credible records in opposition to the Motion, the Plaintiffs again failed to present or offer any credible evidence, materials or any other supporting information tending to show they will or may succeed on the merits of the litigation. The Plaintiffs offered no credible evidence that: (i) the Road was privately owned; (ii) the Plaintiffs had any exclusive rights of access, use, and/or control of the Road; or (iii), the Plaintiffs possess any legal right to preclude access and/or use of the Road such that the County had no rights to issue the Permit(s)

or that DRH had no right to access and make use of the Road for infrastructure construction permitted by the County. Based on the foregoing, the Plaintiffs have failed to meet their burden of proof and the second element for a temporary injunction or preliminary injunction has not been met.

C. INADEQUATE REMEDY AT LAW

The final element of a temporary injunction or preliminary injunction is that there is no adequate remedy of law. Based on the documents, memoranda, affidavits and arguments of the parties, this Court finds that if the Plaintiffs were to prevail on the merits of this case, remedies at law exist which would adequately compensate the Plaintiffs for the damages they sustain, if any. In this case, were the Plaintiffs to prevail on the merits, legal remedies in the form of monetary damages against DRH would adequately compensate the Plaintiffs for their damages, if any are proven. Because the Plaintiff has failed to meet its burden and show this Court that remedies at law, such as monetary damages, are inadequate, the Plaintiffs' Motion must be denied.

D. PRESERVATION OF STATUS QUO

In addition to the foregoing, the purpose of a preliminary injunction is to preserve the status quo and prevent possible irreparable injury to a party pending litigation. See *AJG Holdings, LLC v. Dunn*, 382 S.C. 43, 50-51, 674 S.E.2d 505 (Ct. App. 2009). In this case, if the Court were to enjoin the DRH from access and use of the Road and/or from further construction of infrastructure improvements as permitted by the County, the Court would not be preserving the status quo. Rather, if the Motion were granted, the DRH's position would be fundamentally changed and the status quo of the parties would be disrupted. In effect, Plaintiffs improperly attempt to change the status quo before the case has been heard by this court.

III. CONCLUSION

In sum, the Court has carefully reviewed the pleadings in this case including the Motion, memoranda, and affidavits submitted by the parties in advance of the hearing. This Court has further considered the arguments presented at the hearing on January 21, 2025. Based on the foregoing, the Court finds that the elements for temporary injunction or preliminary injunction have not been met.

THEREFORE, IT IS HEREBY ORDERED, that the Plaintiffs' Motion for Temporary Injunction and/or Preliminary Injunction is **DENIED**.

IT IS FURTHER ORDERED, in furtherance of preserving the status quo of the Parties, the Plaintiffs' shall not preclude, interrupt or otherwise interfere with D.R. Horton, Inc.'s construction of improvements and/or infrastructure as permitted by Dorchester County pursuant to Dorchester County Encroachment Permit No. 202403578.

IT IS FURTHER ORDERED, Plaintiffs are directed to permit or otherwise allow access to Wise Road a/k/a Wise Lane by removing obstacles such as the Gate which block or precludes full access and use of Wise Road a/k/a Wise Lane by D.R. Horton, Inc. and its subcontractors, agents, employees, and consultants for construction of infrastructure improvements permitted by Dorchester County. To the extent Plaintiffs fail or refuse to remove said obstacles, Dorchester County and/or DRH are authorized to remove any obstacles in the Road which impede the construction of the improvements as permitted by Dorchester County.

AND IT IS SO ORDERED.

The Honorable Maite Murphy
Presiding Judge

[ELECTRONIC SIGNATURE PAGE FOLLOWS]



Dorchester Common Pleas

Case Caption: Attia Elbadawy , plaintiff, et al VS D R Horton , defendant, et al

Case Number: 2024CP1801459

Type: Order/Other

So Ordered

s/ Maite Murphy 2166

EXHIBIT B

STATE OF SOUTH CAROLINA

COUNTY OF DORCHESTER

Attia Elbadawy and Lynne Chatlos,

Plaintiffs,

v.

D.R. Horton, Inc.,

Defendant.

IN THE COURT OF COMMON PLEAS

C.A. NO. 2024-CP-18-01459

**AFFIDAVIT OF
CHRIS HILL**

D.R. Horton, Inc.,

Third-Party Plaintiff,

v.

Dorchester County,

Third-Party Defendant.

PERSONALLY APPEARED BEFORE ME an officer duly authorized to administer oaths, Chris Hill, who after first being sworn states:

1. My name is Chris Hill and I am competent in all respects to testify as to the matters set forth herein. I have personal knowledge of the subject matter of this lawsuit.

2. D. R. Horton, Inc. is the owner of a tract of land in Dorchester County, South Carolina, the same being more particularly described in the deed attached hereto and incorporated herein as **Exhibit 1** (the "DRH Tract").

3. I am employed by D. R. Horton, Inc. as Land Development Manager for, among other things, the development of the DRH Tract into a residential subdivision, plans for the same and permits having been submitted to and approved by Dorchester County.

4. Attia Elbadawy and Lynne Chatlos (collectively the "Plaintiffs") are the owners of certain real estate adjacent to the DRH Tract, located at 493 Wise Road, Summerville, South Carolina 29483 (the "Plaintiffs Property"). The deed to Plaintiffs' Property is attached hereto and incorporated herein together with the deed's associated plat as **Exhibit 2**.

5. The Plaintiffs' Property is accessed through, over and/or across Wise Road a/k/a Wise Lane (the "Road").

6. The Road currently intersects a portion of the southeastern boundary of the DRH Tract. (Ans., Ex., F pp. 1-2).

7. I am informed and understand that D.R. Horton, Inc. has obtained governmental approvals to cause the DRH Tract to be subdivided and developed into a subdivision of single-family residences. Such governmental approvals include, among other things, approved subdivision plans and an encroachment permit which permits DRH to construct necessary sewer and water infrastructure along the Road and tie into existing infrastructure which lies beneath Weir Street.

8. Given the size, location and intended development of the DRH Tract, necessary infrastructure for the development, permitted locations for installation of subdivision infrastructure, and the costs which would be incurred if installed are critical elements of D.R. Horton, Inc.'s review of the potential development and decision-making process. Without certain infrastructure (including sewer and water) the development of the DRH Tract would not be viable and/or would otherwise be cost prohibitive.

9. During my involvement in this matter as Land Development Manager, I have reviewed surveys and property records relating to the DRH Tract and surrounding properties including the subdivision plat prepared for American Mortgage & Investment Co. which dedicates all roads, streets, and easements to public use (the "AMI Plat"), the same being included in **Exhibit 2**.

10. The AMI Plat shows the roadway and/or street which is the subject of this litigation, referred to as "Wise Road" and "Wise Lane".

11. As provided by the AMI Plat, D.R. Horton, Inc. understands and contends that Wise Road a/k/a Wise Lane is not a private driveway or roadway but is a roadway or street having been dedicated to public use by American Mortgage & Investment Co. since 1967. It is our understanding the County also contends the Road is a public road and issued encroachment permits accordingly.

12. After acquiring title to the DRH Tract and receiving assignment of developer rights and the governmental permits and approvals regarding the DRH Tract, DRH began development of the DRH Tract consistent with issued governmental approvals.

13. After acquiring title to the DRH Tract and receiving assignment of developer rights and the governmental permits and approvals regarding the DRH Tract, representatives of D.R. Horton, Inc., met with employees and representatives of Dorchester County and/or departments of government for Dorchester County to discuss installation and/or construction of water and sewer infrastructure along the Road. Meeting minutes from one such meeting on July 16, 2024 are attached hereto and incorporated herein as **Exhibit 3**. At no time prior to the initiation of the above-captioned lawsuit, did Dorchester County representatives provide notice to D.R. Horton, Inc. that installation of the water and/or sewer infrastructure along or beneath the Road would not be allowed.

14. Prior to initiation of the above-captioned lawsuit, D.R. Horton, Inc. was led to believe and relied upon the Encroachment Permit and representations of Dorchester County agents, employees and/or representatives that installation or construction of sewer and water infrastructure along or beneath the Road was approved and acceptable to Dorchester County.

15. Prior to initiation of the above-captioned lawsuit, D.R. Horton, Inc. was led to believe and relied upon title research, the AMI Plat, and representations of Dorchester County agents, employees and/or representatives that the Road is a public road and not private property as the Plaintiff has asserted. As of the date hereof, D.R. Horton, Inc. has not located any recorded instrument establishing that any portion of the Road is private or otherwise inaccessible to the public or D.R. Horton, Inc.

16. Despite the existence of plats of record showing the Road is a publicly used and accessible roadway and despite the conveyance of the Plaintiffs' Property being subject to "easements, restrictions, covenants, and conditions of record, including matters shown on recorded plats," the Plaintiffs caused the construction of a gate across the Road which precludes or otherwise prevents access or use of the Road by anyone other than Plaintiffs and their invitees. A photograph of the Plaintiffs' gate is attached hereto and incorporated herein as Exhibit 4.

17. As of the date hereof, Plaintiffs contend the Road is not a public road, but rather is a private road or driveway and have refused to remove the gate, thus preventing access and use of the Road by D.R. Horton, Inc. and its employees, contractors and/or consultants in furtherance of developing the DRH Tract.

18. D.R. Horton, Inc. and the public at large will suffer irreparable harm if Plaintiffs are permitted to continue blocking access and use of the Road (a public roadway) via the Plaintiffs' gate.

19. D.R. Horton, Inc. and the public at large will suffer irreparable harm if Plaintiffs are not enjoined from blocking access and use of the Road (a public roadway), ordered to remove the Plaintiffs' gate, and ordered to cease and desist from activities and/or the installation of obstacles over and/or across the Road to prevent access and use of the same.

20. Remedies at law, such as monetary damages, are inadequate to compensate D.R. Horton, Inc. for its injuries if Plaintiffs are permitted or are otherwise allowed to block access and use of Road. Disallowance of use of the Road in accordance with the county approve encroachment permits and approvals will render development of the DRH Tract (as approved by Dorchester County) virtually impossible. Notwithstanding the foregoing, D.R. Horton, Inc. is actively suffering monetary damages as work on the development has been effectively stopped for nearly seven months leading D.R. Horton to increased carrying costs, increasing material costs, and increasing labor costs which are expected to adversely affect D.R. Horton, Inc. to the tune of several hundreds of thousands of dollars.

28. To the best of my knowledge no D.R. Horton, Inc. employees or representatives have threatened or otherwise made indecent remarks to Plaintiffs. However, on one or more occasions agents and/or representatives have been on the receiving end of such remarks by Plaintiffs.

21. To the best of my knowledge no D.R. Horton, Inc. employees or representatives have accessed or otherwise trespassed upon Plaintiffs' actual property. We do, however, concede having accessed and used the Road prior to Plaintiffs blocking the same.

22. D.R. Horton, Inc., is prepared and willing to submit security in such sum as the Court deems just and proper, for the payment of costs and damages as may be incurred by Plaintiffs if the Court later finds Plaintiffs to be wrongfully enjoined or restrained. Likewise, to the extent Plaintiffs seek injunctive relief against D.R. Horton, Inc., they too should be required to post bond.

23. I have read the pleadings and motions of D.R. Horton, Inc. and the materials, allegations, and claims set forth therein are true and correct of my own knowledge, except those things therein alleged on information and belief, but as to those, I believe them to be true.

[SIGNATURE PAGE FOLLOWS]

FURTHER THE AFFIANT SAYETH NAUGHT.

This the 17th day of January, 2025.

Charleston County, South Carolina
Sworn to and subscribed before me this
the 17th day of January, 2025.

S. Sanchez
Notary Public
My commission expires: 10/29/30

Chris Hill
Chris Hill
Land Development Manager for
D. R. Horton, Inc.

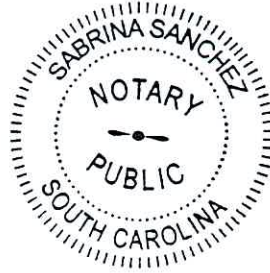


Exhibit 1

MARGARET L BAILEY
DORCHESTER COUNTY
REGISTER OF DEEDS

201 Johnston Street ~ Saint George, SC 29477 (843) 563-0181

ELECTRONICALLY FILED - 2025 Jan 17 4:42 PM - DORCHESTER - COMMON PLEAS - CASE#2024CP1801459

*** THIS PAGE IS PART OF THE INSTRUMENT - DO NOT REMOVE ***

*** ELECTRONICALLY RECORDED DOCUMENT ***

| | | |
|------------------------|---------------------|----------------------------------|
| Instrument #: | 2024007103 | |
| Receipt Number: | 185008 | Return To: |
| Recorded As: | EREC-DEED | |
| Recorded On: | April 12, 2024 | |
| Recorded At: | 01:00:27 PM | Received From: SIMPLIFILE |
| Recorded By: | MB | Parties: |
| Book/Page: | RB 15235: 269 - 274 | Direct- BRDL SPE 1 LLC |
| Total Pages: | 6 | Indirect- DR HORTON INC |

*** EXAMINED AND CHARGED AS FOLLOWS ***

| | | |
|-----------------------|----------------|--------------------------------|
| Recording Fee: | \$15.00 | RECEIVED |
| Consideration: | \$2,190,000.00 | 2024 JUN -07 PM 02:51 |
| County Tax: | \$2,409.00 | DORCHESTER CO ASSESSORS OFFICE |
| State Tax: | \$5,694.00 | RECEIVED 07th Day |
| Tax Charge: | \$8,103.00 | of JUNE 2024 |
| | | JAMES MESSERVY, JR |
| | | Auditor Dorchester County SC |



Margaret Bailey

Margaret Bailey - Register of Deeds

EXHIBIT "A"
LEGAL DESCRIPTION AND DERIVATION

All that certain piece, parcel or tract of land, situate lying and being near Knightsville, Dorchester County, South Carolina shown and designated as "PARCEL C, 54.505 ACRES" on that plat entitled "SUBDIVISION PLAT OF DORCHESTER COUNTY TMS# 127-00-00-074, A 1,374.53 ACRE TRACT OF LAND INTO PARCEL A, A 97.156 ACRE TRACT, PARCEL B, A 212.618 ACRE TRACT, PARCEL C, A 54.505 ACRE TRACT, AND PARCEL D, WITH A RESIDUAL ACREAGE OF 1,010.26 ACRES OWNED BY DV TIMBER LLC, LOCATED NEAR KNIGHTSVILLE, DORCHESTER COUNTY, SOUTH CAROLINA" prepared by Andrew C. Gillette, Jr. P.L.S. 27736 of Parker Land Surveying, LLC, dated January 28, 2020 and recorded in the ROD Office for Dorchester County, South Carolina on May 23, 2022 in Plat Book N at Page 72. Said parcel of land, having such size, shape, dimensions, buttings and boundings as will by reference to said Plat more fully appear.

This being the same property conveyed to BRDL SPE 1 LLC, a North Carolina limited liability company by deed of DV Timber LLC, a South Carolina limited liability company dated March 29, 2024, and recorded April 2, 2024, in the office of the Register of Deeds for Dorchester County, South Carolina in Book 15218 at Page 177. Also being the same property conveyed to BRDL SPE 1 LLC, a North Carolina limited liability company by deed of BRD Land & Investment, a South Carolina general partnership dated April 9, 2024, and recorded simultaneously herewith.

TMS No.: 134-00-00-039

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EXHIBIT "B"
PERMITTED EXCEPTIONS

ELECTRONICALLY FILED - 2025 Jan 17 4:42 PM - DORCHESTER - COMMON PLEAS - CASE#2024CP1801459

ELECTRONICALLY FILED - 2025 Jan 17 4:42 PM - DORCHESTER - COMMON PLEAS - CASE#2024CP1801459

STATE OF SOUTH CAROLINA)
)
COUNTY OF DORCHESTER)

**AFFIDAVIT FOR TAXABLE
OR EXEMPT TRANSFERS**

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

- I have read the information contained this affidavit and I understand such information.
- The property being transferred is bearing Dorchester County Tax Map Number **134-00-00-039**, was transferred by **BRDL SPE 1 LLC, a North Carolina limited liability company** to **DR Horton, Inc.**, a Delaware corporation on **April 11, 2024**.
- Check one of the following: The deed is:
 - XXX subject to the deed recording fee as a transfer for consideration paid or to be made in money or money's worth.
 - _____ subject to the deed recording fee as a transfer between a corporation, 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
 - _____ exempt from the deed recording fee because (See Information section of affidavit): _____
(If exempt please skip items 4 - 7, and go to item 8 of this affidavit.)
If exempt under exemption #14 as described in the Information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty? Check Yes _____ or No _____
- Check one of the following if either item 3(a) or item 3(b) above has been checked (See Information section of this affidavit.
 - The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$2,190,000.00.
 - The fee is computed on the fair market value of the realty which is: _____
 - The fee is computed on the fair market value of the realty as established for property tax purposes, which is: _____
- Check Yes _____ or No _____ 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. (This includes, pursuant to Code Section 12-59-140(E)(6), any lien or encumbrance on realty in possession of a forfeited land commission which may subsequently be waived or reduced after the transfer under a signed contract or agreement between the lien holder and the buyer existing before the transfer.) If "Yes," the amount of the outstanding balance of this lien or encumbrance is: _____
- The deed recording fee is computed as follows:
 - Place the amount listed in item 4 above here: ~~\$32,190,000.00~~ 2,190,000.00
 - Place the amount listed in item 5 above here: 0
(If no amount is listed, place zero here.)
 - Subtract Line 6(b) from Line 6(a) and place result here: \$2,190,000.00
- The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is: \$8,103.00
- As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: Grantor
- 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.

BY: Jean A Thompson
(Responsible Person Associated with Transaction)

SWORN to and subscribed before me this 9th day of April, 2024
Notary Public for South Carolina
My Commission Expires: 2-25-26
Notary (L.S.): [Signature]
Notary (printed name): Pam D. Harding



HVSEH-23-35001

Exhibit 2

MARGARET L BAILEY
DORCHESTER COUNTY
REGISTER OF DEEDS

201 Johnston Street ~ Saint George, SC 29477 (843) 563-0181

ELECTRONICALLY FILED - 2025 Jan 17 4:42 PM - DORCHESTER - COMMON PLEAS - CASE#2024CP1801459

*** THIS PAGE IS PART OF THE INSTRUMENT - DO NOT REMOVE ***



| | | | |
|------------------------|---------------------|-----------------------|---------------------------|
| Instrument #: | 2018030418 | | |
| Receipt Number: | 56437 | Return To: | OSHEA LW FIRM |
| Recorded As: | DEED | | |
| Recorded On: | December 10, 2018 | | |
| Recorded At: | 11:05:45 AM | Received From: | OSHEA LW FIRM |
| Recorded By: | CB | Parties: | |
| Book/Page: | RB 11662: 298 - 302 | | Direct- PERRY, OLAH H |
| Total Pages: | 5 | | Indirect- ELBADAWY, ATTIA |

*** EXAMINED AND CHARGED AS FOLLOWS ***

| | | |
|-------------------------------|---------|---|
| Recording Fee: | \$10.00 | RECEIVED 2018 DEC -13 PM 01:56 DORCHESTER CO ASSESSORS OFFICE |
| Exempt Tax Charge: | \$0.00 | RECEIVED 13th Day of DECEMBER 2018 JAMES MESSERVY, JR Auditor Dorchester County SC |



Margaret Bailey

Margaret Bailey - Register of Deeds

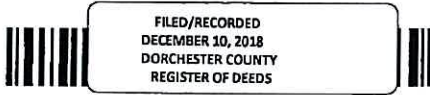
** Deed being re-recorded to correct legal description and Grantee's address

MARGARET L BAILEY
DORCHESTER COUNTY
REGISTER OF DEEDS

201 Johnston Street ~ Saint George, SC 29477 (843) 563-0181

*** THIS PAGE IS PART OF THE INSTRUMENT - DO NOT REMOVE ***

ELECTRONICALLY FILED - 2025 Jan 17 4:42 PM - DORCHESTER - COMMON PLEAS - CASE#2024CP1801459



| | | | |
|------------------------|-------------------|-----------------------|---------------------------|
| Instrument #: | 2018010487 | Return To: | OSHEA LAW FIRM LLC |
| Receipt Number: | 44582 | | |
| Recorded As: | DEED | | |
| Recorded On: | May 02, 2018 | | |
| Recorded At: | 11:30:48 AM | Received From: | OSHEA LAW FIRM LLC |
| Recorded By: | KU | Parties: | |
| Book/Page: | RB 11334: 21 - 24 | | Direct- PERRY, OLAH H |
| Total Pages: | 4 | | Indirect- ELBADAWY, ATTIA |

*** EXAMINED AND CHARGED AS FOLLOWS ***

| | |
|-----------------------|-------------|
| Recording Fee: | \$10.00 |
| Consideration: | \$23,500.00 |
| County Tax: | \$25.85 |
| State Tax: | \$61.10 |
| Tax Charge: | \$86.95 |



Margaret Bailey

Margaret Bailey - Register of Deeds

AND THE GRANTOR does hereby bind Grantor's heirs, executors and administrators, to warrant and forever defend all and singular the said premises unto the said Grantee, her heirs and assigns, against the Grantor and the Grantor's heirs and against every person whomsoever lawfully claiming or to claim, the same or any part thereof.

WITNESS My Hand and Seal this 30th day of April, 2018.

FILED/RECORDED
DECEMBER 10, 2018
DORCHESTER COUNTY
REGISTER OF DEEDS

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Jamie L. Carroll

Witness

Olah H. Perry

OLAH H. PERRY a/k/a Olah Hodges Perry

Ian O'Shea

Witness

FILED/RECORDED
May 2, 2018
DORCHESTER COUNTY
REGISTER OF DEEDS

THE STATE OF SOUTH CAROLINA)
COUNTY OF DORCHESTER)

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this 30th day of April, 2018, by the Grantor(s), **Olah H. Perry**.

SWORN to before me this 30th day of April, 2018

Ian O'Shea (L.S.)

Notary Public for South Carolina

Commission Expires: 9/10/2023



STATE OF SOUTH CAROLINA)
)
COUNTY OF DORCHESTER) 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 at 0 Wise Lane, Dorchester, SC 29483, bearing Dorchester County Tax Map Number 142-04-00-019, and was transferred by Olah H. Perry a/k/a Olah Hodges Perry to Attia Elbadavy on April 30, 2018.
3. Check one of the Following: The Deed is
 - (a) XX 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) _____ Exempt from the deed recording fee because (See Information section of this affidavit);

(If exempt, please skip items 4-7, and go on to item 8 of this affidavit.)

If exempt under exemption #14 as described in the information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase realty? Check Yes _____ or No _____

4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See Information section of this affidavit):
 - (a) XX The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$23,500.00.
 - (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 XX 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: N/A.

| | |
|--|--------------------|
| 6. The deed recording fee is computed as follows: | |
| (a) Place the amount listed in item 4 above here: | <u>\$23,500.00</u> |
| (b) Place the amount listed in item 5 above here: | <u>\$ 0.00</u> |
| (If no amount is listed, place zero here.) | |
| (c) Subtract line 6(b) from line 6(a) and place result here: | <u>\$23,500.00</u> |

7. The deed recording fee due is based on the amount listed on line 6(c) above and the deed recording fee due is: \$86.95.

8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: Attorney.

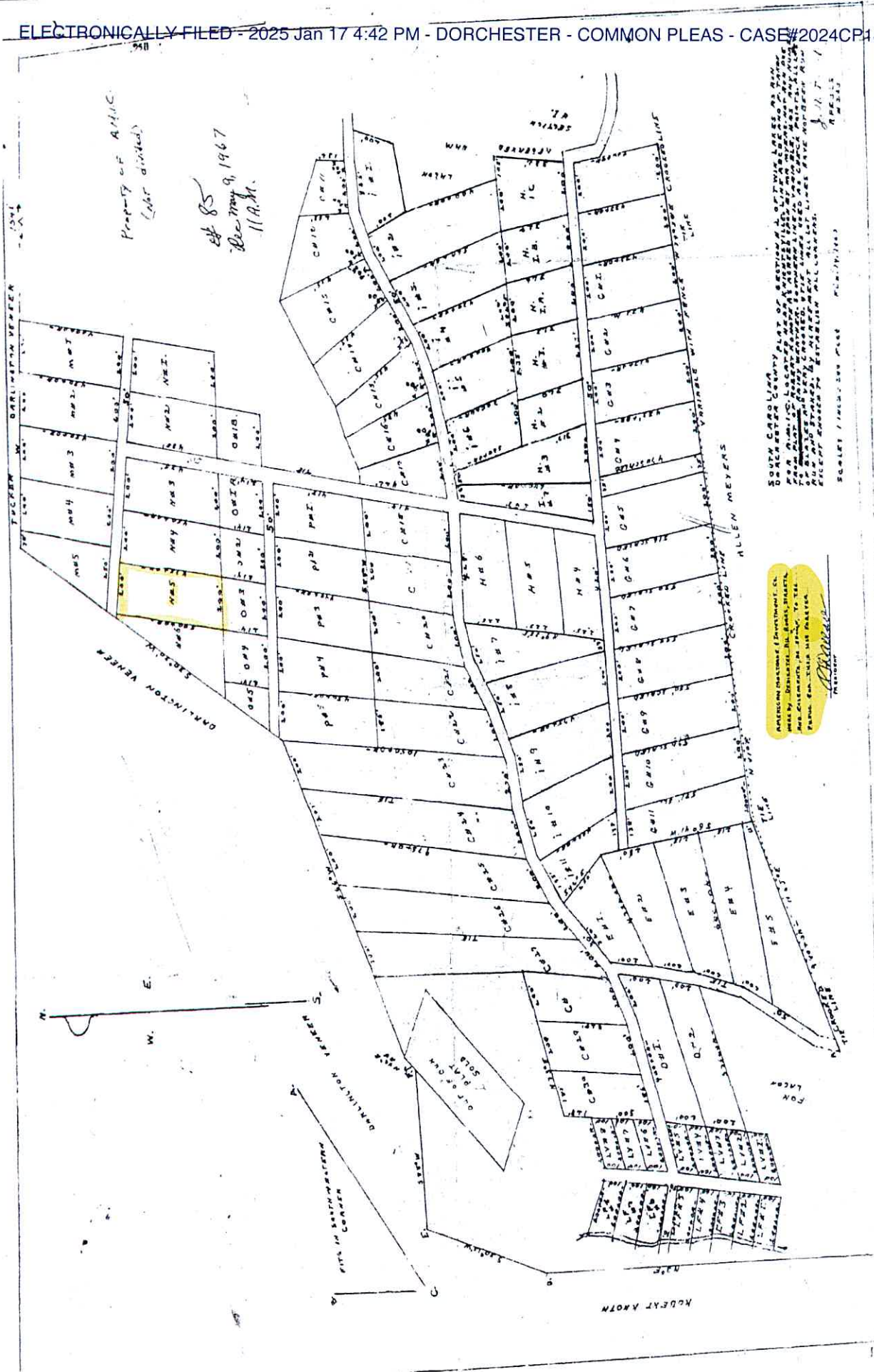
9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

SWORN to before me this 30th day of April, 2018.

Janice L. Carroll
Notary Public for South Carolina
My Commission Expires: 11/19/23

Tan O'Shea
Responsible Person Connected with the Transaction

Tan O'Shea
Print or type the above name here



PLAT 16-85
CAB. B. 90

Exhibit 3



Stantec Consulting Services Inc.

4969 Centre Pointe Drive Suite 200, North Charleston SC 29418

Phone: (843) 740-7700

Fax: (843) 740-7707

DV Timbers

North Charleston, SC

| | |
|--------------------------|---|
| Engineer Representative: | Barry Stollar |
| Project Name: | DV Timbers |
| Email/Phone: | Barry.Stollar@stantec.com, (843) 619-5703 |
| Date: | July 16, 2024 |

Attendees:

| Name | Email | Phone |
|------------------|--|--------------|
| Ricky Creel | rcreel@dorchestercountysc.gov | 843-297-3750 |
| Teddy Hebert | Thebert@dorchestercountysc.gov | 585-714-5633 |
| Richie Murdaugh | RMurdaugh@dcwaonline.com | 843-709-0675 |
| Brian F Celek | Brian@celekandcelek.com | 843-514-2173 |
| Jared Williamson | jmwilliamson@drhorton.com | 843-735-8789 |
| Joe Cicero | Jcicero@jamesfpederson.com | 585-465-0100 |

Items of Discussion:

1. Above attendees were on site for a Water/Sewer Pre-Construction meeting on 16 July 2024.
 - a. Points of Address:
 - i. Water connection through R/W that is publicly owned/privately maintained.
 1. Ricky Creel and Teddy Hebert (DCWS) recommended DR Horton get with homeowner on Wise Lane/Wier Street to discuss upcoming construction activity.
 - ii. DCWA and DCWS both want to see submittals before they get ordered.
 1. Barry Stollar sent submittals to both parties on 16 July 2024.
 - iii. Richie Murdaugh (DCWA) recommended that the water line on Wise Lane move to where the 45-degree bend is in the easement and not so close to the road.
 - iv. Richie Murdaugh wants to meet with James F. Pederson crew installing water, so the individuals know what to expect for inspection/problem areas.
 - v. Jared Williamson (DR Horton) explained that the water line running to County Rd S-18-57, goes through a residents newly built mailbox/driveway and to be sure and take pictures as DR Horton wants to build it back to specification once run is complete.
 - vi. Jared Williamson explained that the water line going out to Wise Lane runs right by a residents only entrance/exit from property. Joe will work with resident to ensure member always has a way in/way out of home.

Conclusion:

1. Overall, no major issues of note. Biggest amount of coordination will be installing the water/sewer down Wise Lane to Weir Street. If you have any questions after reviewing this report, please contact me at 843-619-5703 or by email at Barry.Stollar@stantec.com. Thank you.

Sincerely,

Stantec Consulting Services, Inc.



Barry Stollar

Phone: 843-619-5703

Field Representative

barry.stollar@stantec.com

Exhibit 4



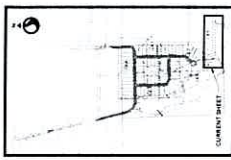
486 CHERRY HILLS DRIVE, SUITE 200
WYOMING, COLORADO 80503
www.stantec.com

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Consultant

NOTES



SHEET 14 OF 100
SCALE: 1"=100'

| REVISION | DATE | BY | DESCRIPTION |
|----------|----------|----|----------------------|
| 1 | 06/17/25 | AS | ISSUE FOR PERMITS |
| 2 | 06/17/25 | AS | REVISED PER COMMENTS |
| 3 | 06/17/25 | AS | REVISED PER COMMENTS |
| 4 | 06/17/25 | AS | REVISED PER COMMENTS |
| 5 | 06/17/25 | AS | REVISED PER COMMENTS |
| 6 | 06/17/25 | AS | REVISED PER COMMENTS |
| 7 | 06/17/25 | AS | REVISED PER COMMENTS |
| 8 | 06/17/25 | AS | REVISED PER COMMENTS |
| 9 | 06/17/25 | AS | REVISED PER COMMENTS |
| 10 | 06/17/25 | AS | REVISED PER COMMENTS |
| 11 | 06/17/25 | AS | REVISED PER COMMENTS |
| 12 | 06/17/25 | AS | REVISED PER COMMENTS |
| 13 | 06/17/25 | AS | REVISED PER COMMENTS |
| 14 | 06/17/25 | AS | REVISED PER COMMENTS |
| 15 | 06/17/25 | AS | REVISED PER COMMENTS |
| 16 | 06/17/25 | AS | REVISED PER COMMENTS |
| 17 | 06/17/25 | AS | REVISED PER COMMENTS |
| 18 | 06/17/25 | AS | REVISED PER COMMENTS |
| 19 | 06/17/25 | AS | REVISED PER COMMENTS |
| 20 | 06/17/25 | AS | REVISED PER COMMENTS |

PERMITS/ISSUE



Client/Project Logo

Client/Project
D.R. HORTON, INC.

DV TIMBERS

NEAR KNIGHTSVILLE,
DORCHESTER COUNTY, SOUTH CAROLINA 29483

SEWER PLAN & PROFILE

Project No. 210410778
Revision Sheet 0
Scale AS NOTED
Drawing No. C4.6

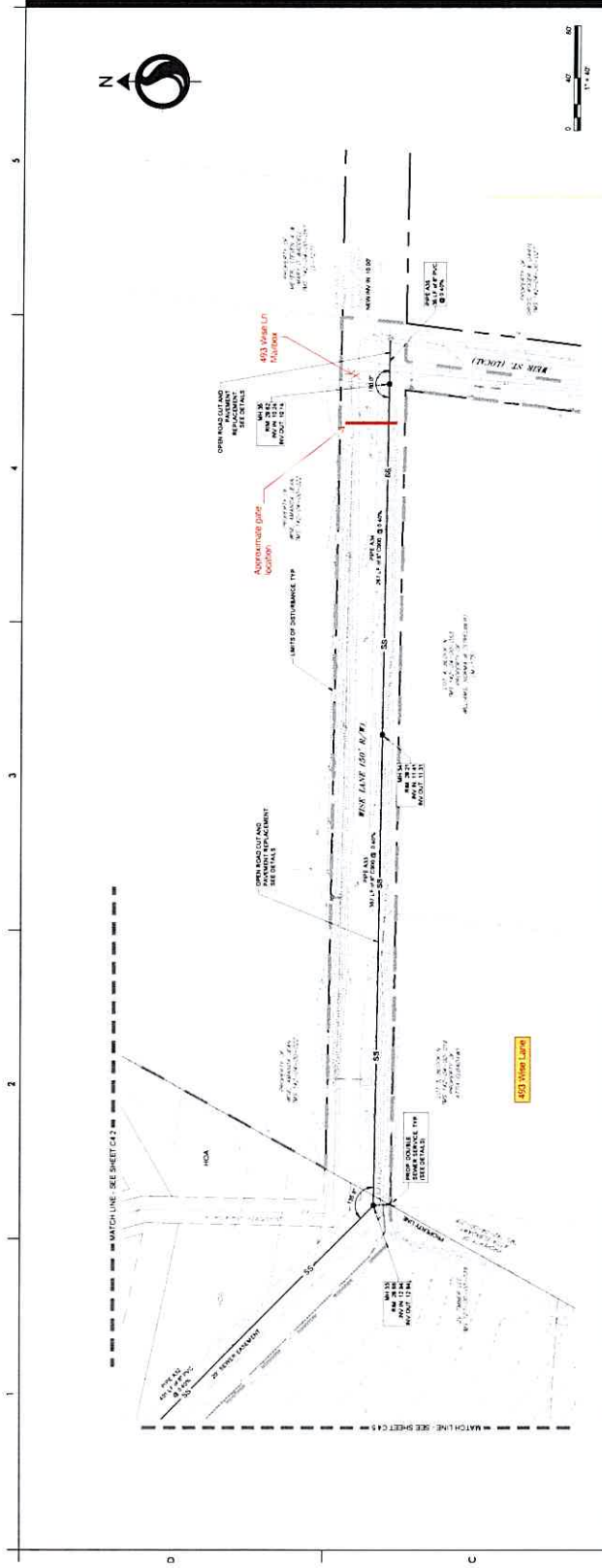


EXHIBIT C



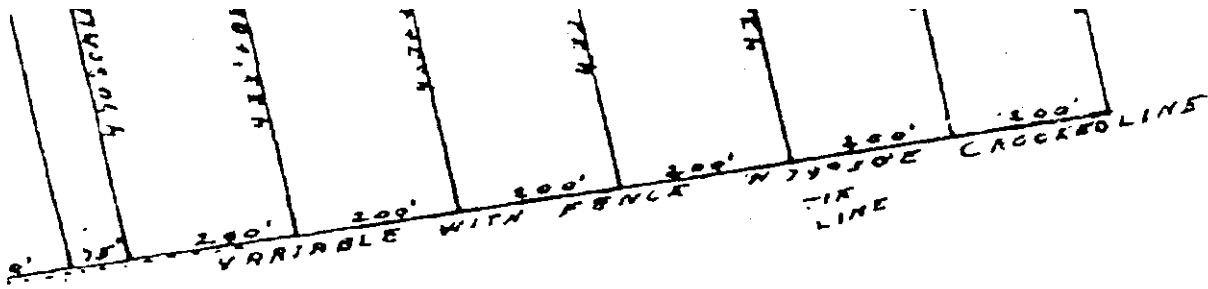
Property of AMI
(Not divided)

85
Rec May 9, 1967
11 A.M.

AMERICAN MORTGAGE & INVESTMENT CO.
HEREBY DEDICATES ALL ROADS, STREETS,
AND EASEMENTS, AS SHOWN, TO THE
PUBLIC FOR THEIR USE FOREVER.



PRESIDENT



EYERS

SOUTH CAROLINA
 DOORCHESTER COUNTY PLAT OF SECTION 2 OF TWIN LAKES AS RUN
 FOR A.M.I.C. LOCATED NEAR KNIGHTSVILLE. LINE ABCDE AND F. TAKEN
 FROM PLAT OF ROBERT KNOTH AS ACQUIRED UPON BY MA MYERS. NOT RUN DUE
 TO ~~RAINY~~ RAINY WEATHER. SOUTHERN LINE IS VARIABLE, HAS ANY NUMBER
 OF BLAZES AND VERY CROOKED. TIE LINES USED AS CHECK POINTS. ALL LINES
 RUN AND STAKED. BY AGREEMENT ALL TIE LINES HAVE NOT BEEN RUN
 EXCEPT ENOUGH TO ESTABLISH ALL CORNERS.

SCALE 1 INCH = 200 FEET

REC'D 11/11/07

J. J. J. 1
 RPE 3-3
 M 243

EXHIBIT D

STATE OF SOUTH CAROLINA

COUNTY OF DORCHESTER

Attia Elbadawy and Lynne Chatlos,

Plaintiffs,

v.

D.R. Horton, Inc.,

Defendant.

D.R. Horton, Inc.,

Third-Party Plaintiff,

v.

Dorchester County,

Third-Party Defendant.

IN THE COURT OF COMMON PLEAS

C.A. NO. 2024-CP-18-01459

**AFFIDAVIT OF
KELSEY HARPER**

PERSONALLY APPEARED BEFORE ME an officer duly authorized to administer oaths, Kelsey Harper, who after first being sworn states:

1. My name is Kelsey Harper and I am competent in all respects to testify as to the matters set forth herein. I have personal knowledge of the subject matter of this dispute, specifically regarding D.R. Horton, Inc.'s acquisition of property and entitlements which are the subject of this dispute.
2. D. R. Horton, Inc. is the owner of a tract of land in Dorchester County, South Carolina, the same bearing Dorchester County TMS No. 134-00-00-039 (the "DRH Tract"). Title to the DRH Tract was received from BRDL SPE 1, LLC, a subsidiary of BRD Land & Investment, LLC (collectively "BRD") on or about April 9, 2024.
3. I am employed by D. R. Horton, Inc. as Land Entitlements Manager for, among other things, the development of the DRH Tract into a residential subdivision, plans for the same and permits having been submitted to and approved by Dorchester County.
4. To the best of my knowledge, prior to D.R. Horton, Inc. taking ownership of the DRH Tract, BRD, a land development entity, performed work and obtained governmental approvals to cause the DRH Tract to be subdivided and developed into a subdivision of single-family residences.
5. In conjunction with BRD and DRH, an engineering company by the name of Stantec Consulting Services, Inc. ("Stantec") prepared subdivision plans and performed

infrastructure engineering associated with development of the DRH Tract. The engineering and subdivision plans prepared by Stantec were submitted to and approved by Dorchester County governmental bodies and agencies (collectively the "County") prior to D.R. Horton, Inc. acquiring the DRH Tract. The County approved plans for the DRH Tract development are attached hereto and enclosed herewith as Exhibit 1.

6. Prior to acquisition of the DRH Tract, D.R. Horton, Inc., entered into an agreement with BRD for the purchase of the DRH Tract and assignment of BRD's developer rights, permits and other governmental approvals received by or on behalf of BRD as it pertains to development of the DRH Tract (the "Land Purchase Contract").

7. As a part of the acquisition of the DRH Tract from the BRD entities, DRH had a contractual right to receive assignment of County government approvals and permits that had been obtained by BRD and/or Stantec as it pertains to development of the DRH Tract.

8. In furtherance of BRD's pre-construction and/or development activities, BRD and/or Stantec applied for and obtained an encroachment permit from Dorchester County Public Works for purposes including construction and/or installation of new sewer extensions on "Wise Lane" and as more specifically described in the approved encroachment permit (the "Encroachment Permit") attached hereto and incorporated herein as a part of Exhibit 1. This Encroachment Permit and associated rights were conveyed to DRH as a part of DRH's acquisition of the DRH Tract.

9. As a part of the Land Purchase Contract, D.R. Horton, Inc. was allowed a due diligence period, during which D.R. Horton, Inc. exercised its rights to review governmental approvals and permits having been obtained or received by or on behalf of BRD with respect to developing the DRH Tract.

10. The due diligence period of the Land Purchase Contract provided D.R. Horton, Inc. the ability to analyze potential development of the DRH Tract, intricacies of constructing subdivision infrastructure which would be used to service the DRH Tract once developed, and determine the viability and costs of development were D.R. Horton, Inc. to purchase and develop the DRH Tract in accordance with governmental approvals and permits received by or on behalf of BRD.

11. During the Land Purchase Contract due diligence period and prior to D.R. Horton, Inc. acquiring title to the DRH Tract, DRH was provided the Encroachment Permit and evidence of other governmental approvals pertaining to development of the DRH Tract.

12. Given the size, location and intended development of the DRH Tract, necessary infrastructure for the development, permitted locations for installation of subdivision infrastructure, and the costs which would be incurred if installed were critical elements of D.R. Horton, Inc.'s review of the potential development and decision-making process.

14. In deciding to purchase the DRH Tract and in progressing with development of the same, D.R. Horton, Inc. relied upon the governmental approvals and permits issued by the County and departments thereof.

15. In addition to governmental approvals and permits obtained by BRD and reviewed

and relied upon by D.R. Horton, Inc. in deciding to purchase the DRH Tract, D.R. Horton, Inc. also obtained surveys and property records relating to the DRH Tract and surrounding properties including the subdivision plat prepared for American Mortgage & Investment Co. which dedicates all roads, streets, and easements to public use (the "AMI Plat"), the same being attached hereto and incorporated herein as Exhibit 2.

16. The AMI Plat shows the roadway and/or street which is the subject of this litigation, referred to as "Wise Road" and "Wise Lane".

17. As provided by the AMI Plat, D.R. Horton, Inc. understood and contends that Wise Road a/k/a Wise Lane is not a private driveway or roadway but is a roadway or street having been dedicated to public use by American Mortgage & Investment Co. since 1967.

18. Dedication of the Road to public use was also a critical factor relied upon by D.R. Horton, Inc. in deciding to purchase the DRH Tract as BRD had obtained governmental approval to encroach upon the Road to install new sewer and water extensions to serve the development.


19. After acquiring title to the DRH Tract and receiving assignment of BRD's developer rights and the governmental permits and approvals obtained by and/or on behalf of BRD regarding the DRH Tract, DRH began development of the DRH Tract and matters were then transferred within D.R. Horton, Inc. to its local Land Development department.

FURTHER THE AFFIANT SAYETH NAUGHT.

This the 17th day of January, 2025.


Kelsey Harper
Land Entitlements Manager
D. R. Horton, Inc.

Charleston County, South Carolina
Sworn to and subscribed before me this
the 17th day of January, 2025.


Notary Public
My commission expires: 10/29/30

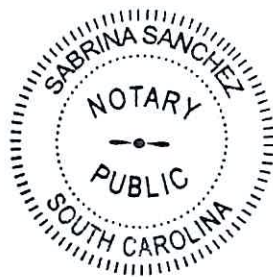


Exhibit 1



Dorchester County

ENCROACHMENT PERMIT

| | |
|-------------|------------|
| Permit # | 20240357 |
| Issued Date | 04/24/2024 |

Category Encroachment **Contact** Jacob Lemus
Business STANTEC

Permit Details

Job Address DV Timbers **Scope** Other
TMS Number **Work Start Date** 04/03/2023

Description

New 73 lot subdivision connecting to Helms Drive and Trinity Drive and establishing two new County Roads within the subdivision that have associated curb and gutter and drainage systems. New water and sewer utilities throughout the development. A new sewer forcemain extension on Wise Lane. New water main extensions on Helms Drive, Range Drive, Wise Lane, Weir Street, and Twin Lakes Drive.

Conditions

In compliance with your request and subject to all the provisions, terms, conditions, and restrictions stated in the application and special provisions below or attached hereto, the County approves the request. This permit is valid for a period of twelve (12) months from the date of approval.

The undersigned hereby makes application for a permit to complete the above described work on the stated premises, and agrees, in consideration of issuance of this permit, to do only the work specified herein and to faithfully comply with all applicable codes and ordinances as set forth by the State of South Carolina and Dorchester County. I have read and understand the aforementioned

Applicant Jacob Lemus **Date** 04/24/2024

Contractor / Agent / Owner

Address 4969 Centre Pointe Drive Suite 200 **Telephone** 8034638242 **Email** jacob.lemus@stantec.com
North Charleston SC 29418

ELECTRONICALLY FILED - 2025 Jan 17 5:49 PM - DORCHESTER - COMMON PLEAS - CASE#2024CP1801459

APPLICATION FOR ENCROACHMENT PERMIT

Encroachment Permit General Provisions

1. NOTICE PRIOR TO STARTING WORK: Before starting the work contemplated, the County shall be notified 24-hours in advance so that a representative may be present while the work is underway.
2. PERMIT SUBJECT TO INSPECTION: This permit shall be kept at the site of the work at all times while said work is underway and must be shown to any representative of the County or law enforcement office upon request.
3. PROTECTION OF PUBLIC: Adequate provisions shall be made for the protection of the public at all times. Where applicable, necessary detours, barricades, warning signs, and flagmen shall be provided by and at the expense of the permittee and shall be in accordance with the South Carolina Manual on Uniform Traffic Control Devices. The work shall be planned and carried out so that there will be the least possible inconvenience to the public. The permittee agrees to observe all rules and regulations of the County while carrying on the work contemplated herein and take all other precautions that circumstances warrant.
4. STANDARDS OF CONSTRUCTION: All work shall conform to approved plans and recognized standards of construction and shall be performed in a workmanlike manner. Adequate provisions shall be made for maintaining proper drainage. All work shall be subject to the supervision and satisfaction of the County.
5. PAVEMENT CUTS AND ROADWAY SURFACE: No pavement shall be cut unless specifically authorized herein. When pavement cuts are approved the following standards must be followed unless stated otherwise. After excavation of pavement cut, ditch is to be completed with flow-able fill or compacted to 95% density in layers not exceeding eight inches (8"), the last eight inches (8") of fill material shall be suitable aggregate base per SCDOT standard specifications latest edition, or three inches (3") asphaltic base material. A suitable surface treatment of two inches (2") of Plant Mix Asphalt shall be placed on surface of said excavation within fourteen (14) days after finishing work.
6. EXCAVATION: There shall be no excavation of soil nearer than two feet of any public utility line or appurtenant facility except with the consent of the owner thereof, or except upon special permissions of the County after an opportunity to be heard is given the owner of such line or appurtenant facility.
7. UTILITY WORK:
 - a) Work shall be performed in accordance with the SCDOT's "A Policy for Accommodating Utilities on Highway Rights-of-Way."
 - b) Pole(s) and/or Post(s) shall be placed at the distance from the centerline of the right-of-way or easement as specifically stipulated herein.
 - c) All tunneling, boring, or jacking shall be done in such a way as not to disturb the roadway surfacing and maintain a minimum depth of two feet (2') under ditch lines.
 - d) No pavement shall be cut unless specifically authorized herein.
 - e) No excavation shall be nearer than three feet to the edge of pavement unless specifically authorized herein.
 - f) Underground facilities will be located at minimum depths as defined in the Utility Accommodations Manual for the surfaces – thirty inches (30") minimum for communication lines and thirty-six inches (36") for all other facilities.
 - g) Service and other small diameter pipes shall be jacked, driven, or otherwise forced underneath the pavement.
 - h) Warning tape shall be placed directly over all water lines, sewer lines, force mains, power lines, and fiber optic lines at a depth of eighteen inches (18") below the finish surface grade.
 - i) No road may be closed unless specifically authorized herein.

APPLICATION FOR ENCROACHMENT PERMIT

8. MAINTENANCE PERIOD: The applicant of this permit is responsible for maintaining the excavation for a period of one (1) year after the issuance of this permit. The permittee will be released after one (1) year of satisfactory performance work upon approval of the Public Works Director.

9. BEAUTIFICATION WORK:

- a) All trees, plants, flowers, etc., shall be placed in accordance with the provisions specifically stipulated herein.
- b) All trees, plants, flowers, etc., shall be cared for by and at the expense of the permittee and the provisions of this permit shall become null and void if and when the permittee ceases to properly care for said trees, plants, flowers, etc...

10. FUTURE MOVING OF PHYSICAL APPURTENANCES: If, in the opinion of the Public Works Director or his/her appointee, it should ever become necessary to move or remove the physical appurtenances, or any part thereof contemplated herein, on account of repair of drainage facilities, change in location of the roadway, widening of the roadway, or for any other sufficient reason, such relocation shall be done on demand of the County at the expense of the permittee.

11. RESTORATION OF ROADWAY AND/OR FACILITIES UPON MOVING OR REMOVING PHYSICAL APPURTENANCES: If, and when, the physical appurtenances contemplated herein shall be moved or removed, either on the demand of the County or at the option of the permittee, the roadway and/or facilities shall immediately be restored to their original condition at the expense of the permittee.

12. COSTS: All work in connection with the construction, maintenance, moving, or removing of the physical appurtenances contemplated herein shall be done by and at the expense of the permittee.

13. PERMITTEE: The work "Permittee" used herein shall mean the name of the person, firm, corporation, or public utility to which this permit is addressed, as well as his/her/its, heirs, successors, and assigns.

14. COUNTY: For the purpose of this permit, the work "Department" and/or "County" shall mean Dorchester County Public Works and the Transportation Department.

15. ACCESS: Permittee is responsible for maintaining reasonable access to private driveways during construction.

16. PERMISSION OF ABUTTING PROPERTY OWNERS: It is distinctly understood that this permit does not in any wise grant or release any rights lawfully possessed by the abutting property owner(s). Any such rights necessary shall be secured from said abutting property owners by the permittee.

17. APPROVALS: The permittee shall be responsible for obtaining any other approvals or permits necessary for installation



STANTEC CONSULTING SERVICES INC.
4969 CENTRE POINTE DRIVE, SUITE 200
NORTH CHARLESTON, SC 29418
TEL 843.740.7700

D.R. HORTON, INC.
2057 WAMBAW CREEK RD
CHARLESTON, SC 29492
TEL (843) 530-0147

DV TIMBERS
SUBDIVISION
NEAR KNIGHTSVILLE,
DORCHESTER COUNTY, SC
TMS#: 134-00-00-039
Evolve 9603

| NO. | DATE | DESCRIPTION |
|-----|------------|--------------------------|
| 1 | 11/11/2021 | PRELIMINARY PLAN |
| 2 | 01/11/2022 | APPROVED |
| 3 | 05/24/2024 | APPROVED WITH CONDITIONS |

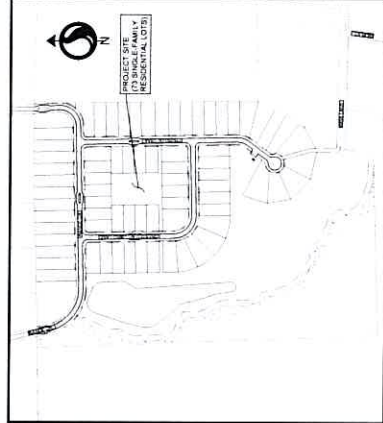
DORCHESTER COUNTY
PLANNING & ZONING - SUBDIVISION PLAN
 PRELIMINARY PLAN
 INFRASTRUCTURE PLAN
 APPROVED
 DISAPPROVED
 APPROVED WITH CONDITIONS
BY: Tim Solberg, AICP DATE: 5/28/2024



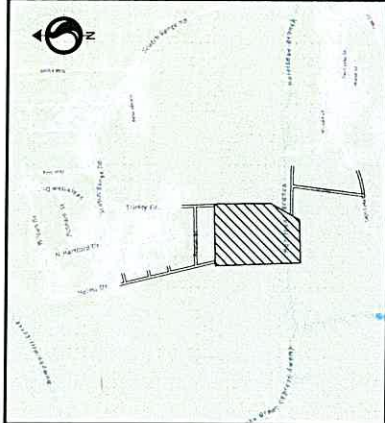
STANTEC CONSULTING SERVICES INC.
4969 CENTRE POINTE DRIVE, SUITE 200
NORTH CHARLESTON, SC 29418
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TEL (843) 530-0147

DV TIMBERS
SUBDIVISION
NEAR KNIGHTSVILLE,
DORCHESTER COUNTY, SC
TMS#: 134-00-00-039
Evolve 9603



SITE MAP
SCALE 1" = 300'



VICINITY MAP
SCALE 1" = 800'

| Sheet Number | Sheet Title |
|--------------|---|
| C0.0 | COVER |
| C0.1 | GENERAL NOTES |
| C0.2 | EXISTING CONDITIONS AND DEMOLITION PLAN |
| C1.0 | STORM WATER POLLUTION & PREVENTION PLAN - PHASE 1 |
| C1.1 | STORM WATER POLLUTION & PREVENTION PLAN - PHASE 2 |
| C1.2 | STORM WATER POLLUTION & PREVENTION PLAN - PHASE 3 |
| C1.3 | STORM WATER POLLUTION & PREVENTION DETAILS |
| C1.4 | STORM WATER POLLUTION & PREVENTION DETAILS |
| C1.5 | STORM WATER POLLUTION & PREVENTION DETAILS |
| C1.6 | STORM WATER POLLUTION & PREVENTION DETAILS |
| C1.7 | STORM WATER POLLUTION & PREVENTION DETAILS |
| C2.0 | SITE PLAN |
| C2.1 | ROAD PLAN AND PROFILE |
| C2.2 | ROAD PLAN AND PROFILE |
| C2.3 | ROAD PLAN AND PROFILE |
| C2.4 | ROAD PLAN AND PROFILE |
| C2.5 | ROAD PLAN AND PROFILE |
| C2.6 | ROAD PLAN AND PROFILE |
| C2.7 | SITE AND ROAD DETAILS |
| C2.8 | SITE AND ROAD DETAILS |
| C3.1 | GRADING & DRAINAGE PLAN |
| C3.2 | GRADING & DRAINAGE PLAN |
| C3.3 | GRADING & DRAINAGE PLAN |
| C3.4 | GRADING & DRAINAGE PLAN |
| C3.5 | GRADING & DRAINAGE PLAN |
| C3.6 | GRADING & DRAINAGE PLAN |
| C3.7 | STORM DRAIN PROFILES |
| C3.8 | STORM DRAIN PROFILES |
| C3.9 | STORM DRAIN PROFILES |
| C3.10 | STORM DRAINAGE DETAILS |
| C3.11 | STORM DRAINAGE DETAILS |
| C3.12 | STORM DRAINAGE DETAILS |
| C3.13 | DETENTION POND DETAILS |
| C4.1 | SEWER PLAN & PROFILE |
| C4.2 | SEWER PLAN & PROFILE |
| C4.3 | SEWER PLAN & PROFILE |
| C4.4 | SEWER PLAN & PROFILE |
| C4.5 | SEWER PLAN & PROFILE |
| C4.6 | SEWER PLAN & PROFILE |
| C4.7 | SEWER DETAILS |
| C5.0 | OVERALL WATER PLAN |
| C5.1 | WATER PLAN - OFFSITE |
| C5.2 | WATER PLAN - OFFSITE |
| C5.3 | WATER PLAN - OFFSITE |
| C5.4 | WATER PLAN - OFFSITE |
| C5.5 | WATER DETAILS |
| C5.6 | WATER DETAILS |

APPROVED
Dorchester County
Department: Public Works
Project No.: 5906
Date: 5/24/2024
Stamped By: PWD/DM

| SERVICE | MUNICIPALITY/UTILITY PROVIDER | CONTACT | PHONE |
|-------------------|-----------------------------------|----------------|------------------|
| PLANNING & ZONING | DORCHESTER COUNTY PLANNING | EMILY WYNN | (843) - 832-2019 |
| NPDES STORMWATER | SCDHEC/OCMA | PAMELA WINKLER | (843) - 933-3374 |
| SEWER | DORCHESTER COUNTY WATER & SEWER | STEVEN RICER | (843) - 501-9195 |
| WATER | DORCHESTER COUNTY WATER AUTHORITY | RICHE MURDAUGH | (843) - 875-0140 |
| ENGINEERING | DORCHESTER COUNTY ENGINEERING | MIKE GOLDSTON | (843) - 563-0187 |



2022.07.21
PROJECT NUMBER: 215616778

ADDITIONAL INCLUDED SHEETS / PROVIDED BY OTHERS:
SHEET NO. TITLE
P61 PG 72 SUBDIVISION PLAN (OVERALL SOUNDING) 3 SHEETS
(REFERENCED ON 12 SHEETS)

Client/Project Logo
Client/Project
D.R. HORTON, INC.
DV TIMBERS
NEAR KNIGHTSVILLE,
DORCHESTER COUNTY, SOUTH CAROLINA 29483
The COVER

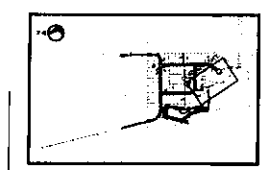
Revision
No. Description
1.0 Initial Design
2.0 Final Design
3.0 Construction Documents
4.0 As-Built
5.0 Final As-Built
6.0 Final As-Built
7.0 Final As-Built
8.0 Final As-Built
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100.0 Final As-Built

Scale AS NOTED
Drawing No. C0.0
Revision 0



445 CROSS COUNTRY BLVD, SUITE 200
 NORTH CHARLOTTE, NC 28211
 704.261.1200
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CONTRACT



Approved for Construction

| Revision | By | Date | Approved |
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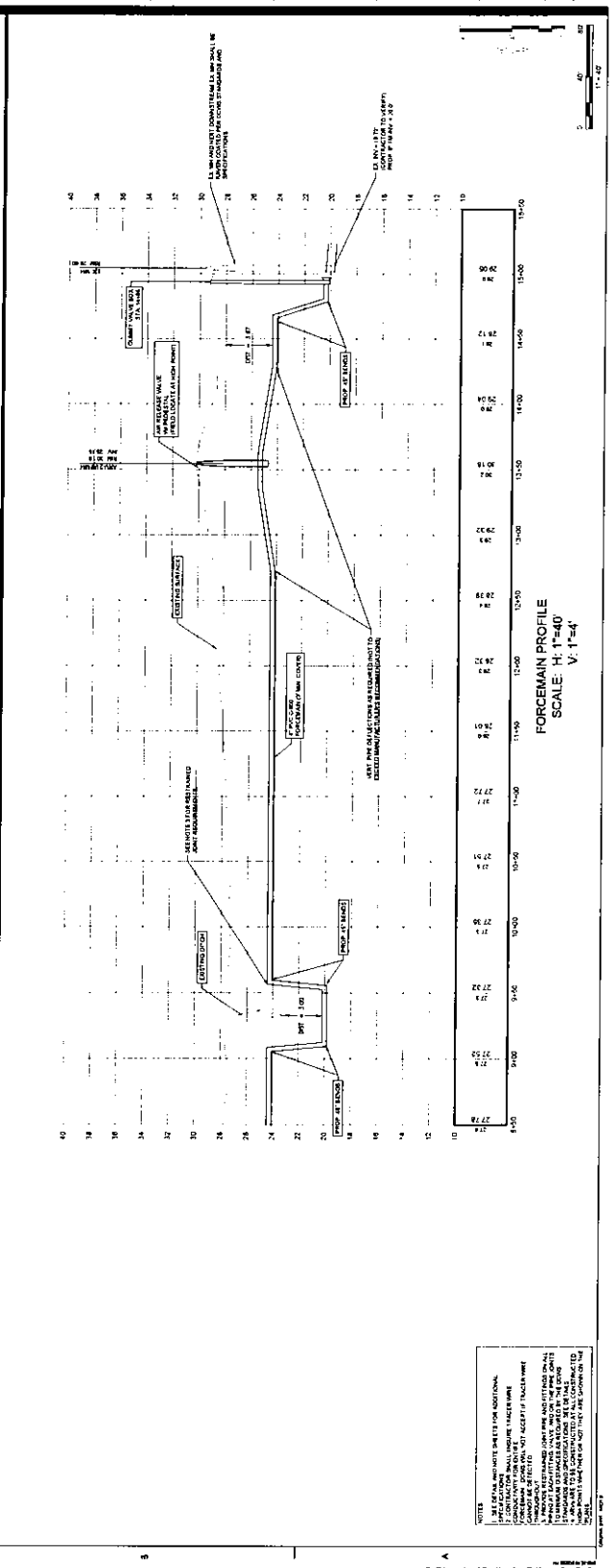
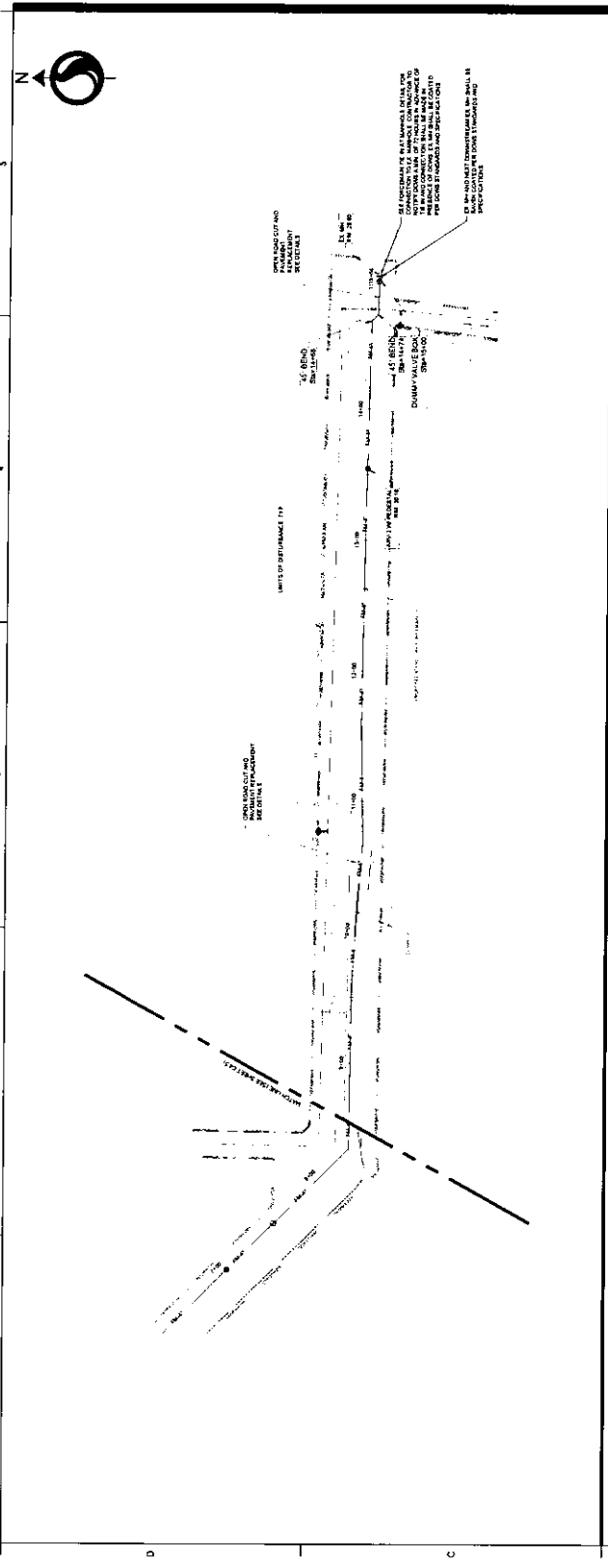


Client/Project Logo

Client/Project
 BRO LAND & INVESTMENT I LP
 DVTWABERS

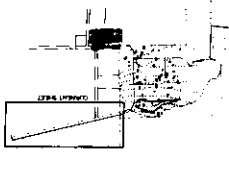
NEAR DUNCANVILLE
 DORCHESTER COUNTY, SOUTH CAROLINA 29540
 THE
 SEWER FORCE MAIN PLAN & PROFILE

Project No. 21514778
 Revision Sheet 0
 Scale AS NOTED
 Drawing No. C4.6



FORCEMAIN PROFILE
 SCALE: H: 1"=40'
 V: 1"=4'

NOTES:
 1. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
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 8. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
 9. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
 10. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.



Approved for Construction

| REVISION | DATE | BY | CHKD | APP'D |
|----------|----------|----|------|-------|
| 1 | 08/11/11 | JL | JK | JK |
| 2 | 08/11/11 | JL | JK | JK |
| 3 | 08/11/11 | JL | JK | JK |
| 4 | 08/11/11 | JL | JK | JK |
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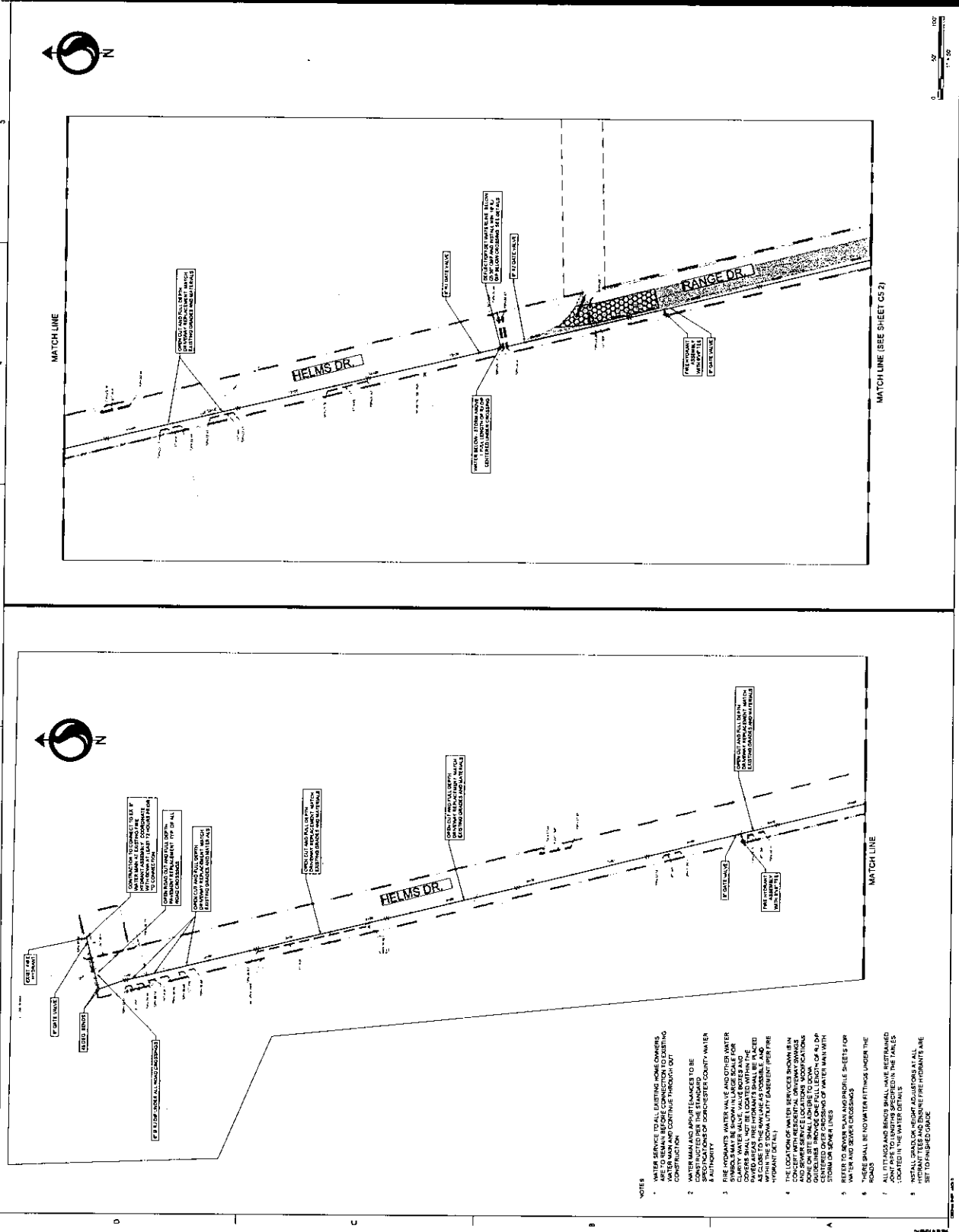


Client/Project Logo

Client/Project
 BRELAND & INVESTMENT I LP
 DV TIMBERS
 NEAR CHARLOTTE
 DOUGHERTY COUNTY, SOUTH CAROLINA 29483

Project No. 21341778
 Scale AS NOTED
 Revision Sheet
 Drawing No. 0

C5.1



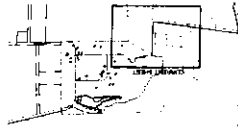
- NOTES**
1. WATER SERVICE TO ALL EXISTING HOME OWNERS. WATER MAINS AND CONTINUE THROUGHOUT CONSTRUCTION.
 2. WATER MAINS AND SERVICE LINES TO BE SPECIFICATIONS OF SOUTHCAROLINA WATER AUTHORITY.
 3. EXISTING WATER MAINS AND SERVICE LINES SHALL BE MAINTAINED AND NOT TO BE REMOVED UNLESS OTHERWISE NOTED IN THIS DRAWING. VALVE NOTES AND VALVE LOCATIONS SHALL BE PLACED WITHIN THE DOWN UTILITY TRENCH PER FIRE HYDRANT DETAIL.
 4. THE LOCATION OF WATER SERVICES SHOWN IN THIS DRAWING IS BASED ON THE WATER AND SEWER SERVICE LOCATIONS, MODIFICATIONS AND SERVICE LOCATIONS SHOWN IN THE ATTACHED DRAWINGS. THE LENGTH OF ALL DP DOWNSHALLS SHALL BE ONE FULL LENGTH OF ALL DP DOWNSHALLS UNLESS OTHERWISE NOTED IN THIS DRAWING.
 5. REFER TO DRAWING PLAN AND PROFILE SHEETS FOR WATER AND SEWER CROSSINGS.
 6. THERE SHALL BE NO WATER FITTINGS UNDER THE ROADS.
 7. ALL FITTINGS AND BENDS SHALL HAVE REFRANDED ENDS TO BE SHOWN IN THE DETAILS LOCATED IN THE WATER DETAILS.
 8. INSTALL GRADELOW HEIGHT ADJUSTORS AT ALL WATER AND SEWER CROSSINGS. THE FIRE HYDRANTS ARE SET TO FINISHED GRADE.

WATER MAINS AND SANITARY SEWER
CONSTRUCTION, 2015.08.20

Copyright Reserved!
The Contractor and user are responsible for all dimensions, locations, and notes on this drawing. The Contractor is responsible for obtaining all necessary permits and approvals from the appropriate authorities.

CONSULT

NOTES



Approved for Construction

| Revision | By | Date | Project No. |
|----------|----|----------|-------------|
| 1 | WJ | 08/20/15 | 21541978 |
| 2 | WJ | 08/20/15 | 21541978 |
| 3 | WJ | 08/20/15 | 21541978 |
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Permitted



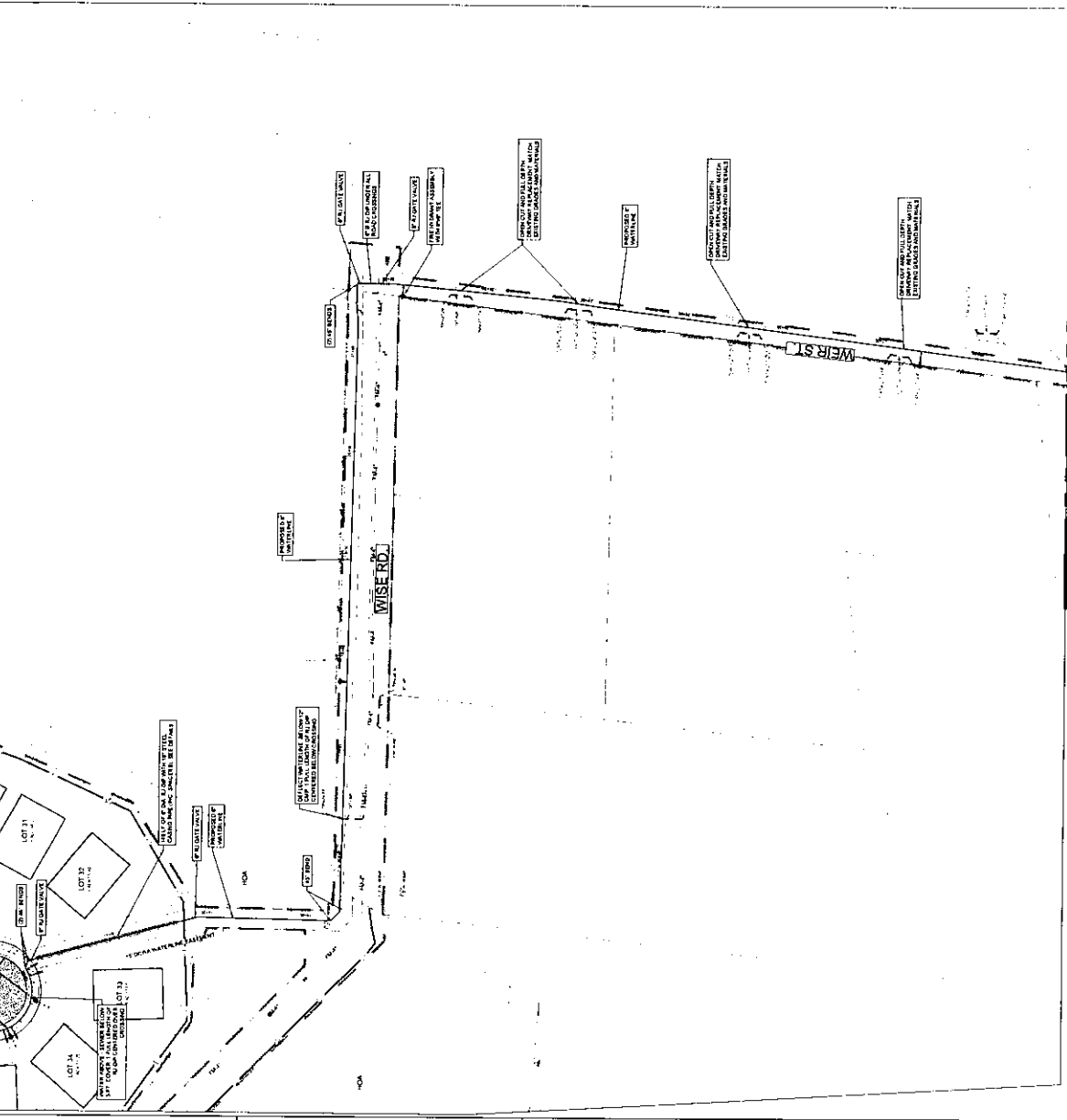
Client/Project Logo

Client/Project
BID LAND INVESTMENT LLP
 DVM TIMBERS
 NEAR MOUNTAINVILLE
 DORCHESTER COUNTY, SOUTH CAROLINA 29485
 THE
WATER PLAN - OFFSITE

Project No. 21541978
 Scale AS NOTED
 Revision Sheet 0
 Drawing No. **C5.3**

NOTES

1. WATER SERVICE TO ALL EXISTING AND NEW CONSUMERS ARE TO REMAIN BEFORE COMMENCING TO EXERCISE CONSTRUCTION.
2. WATER MAIN AND SANITARY SEWER TO BE CONSTRUCTED PER THE STANDARD CONSTRUCTION SPECIFICATIONS OF THE SOUTH CAROLINA WATER & SEWERAGE BOARD.
3. FIRE HYDRANT WATER VALVE AND OTHER WATER VALVES SHALL BE SHOWN IN LARGE SCALE FOR CONSTRUCTION. THE LOCATION OF ALL VALVES SHALL BE SHOWN IN LARGE SCALE AND SHALL BE LOCATED WITHIN THE RIGHT-OF-WAY. THE VALVES SHALL BE SET AS CLOSE TO THE WATER MAIN AS POSSIBLE AND SHALL BE SET TO THE WATER MAIN.
4. THE LOCATION OF WATER SERVICES SHALL BE SHOWN IN LARGE SCALE. THE LOCATION OF ALL WATER SERVICES SHALL BE SHOWN IN LARGE SCALE AND SHALL BE LOCATED WITHIN THE RIGHT-OF-WAY. THE WATER SERVICES SHALL BE SET AS CLOSE TO THE WATER MAIN AS POSSIBLE AND SHALL BE SET TO THE WATER MAIN.
5. REFER TO SEWER PLANNING PROFILE SHEETS FOR WATER AND SEWER COORDINATE.
6. ALL FITTINGS AND JOINTS SHALL BE UNDER THE JOINT PIPE TO THE DETAILS SHOWN IN THE TABLES LOCATED IN THE WATER DETAILS.
7. ALL FITTINGS AND JOINTS SHALL BE UNDER THE JOINT PIPE TO THE DETAILS SHOWN IN THE TABLES LOCATED IN THE WATER DETAILS.
8. HYDRANT TESTS AND TIGHTNESS TESTS SHALL BE SET TO THE REQUIREMENTS.

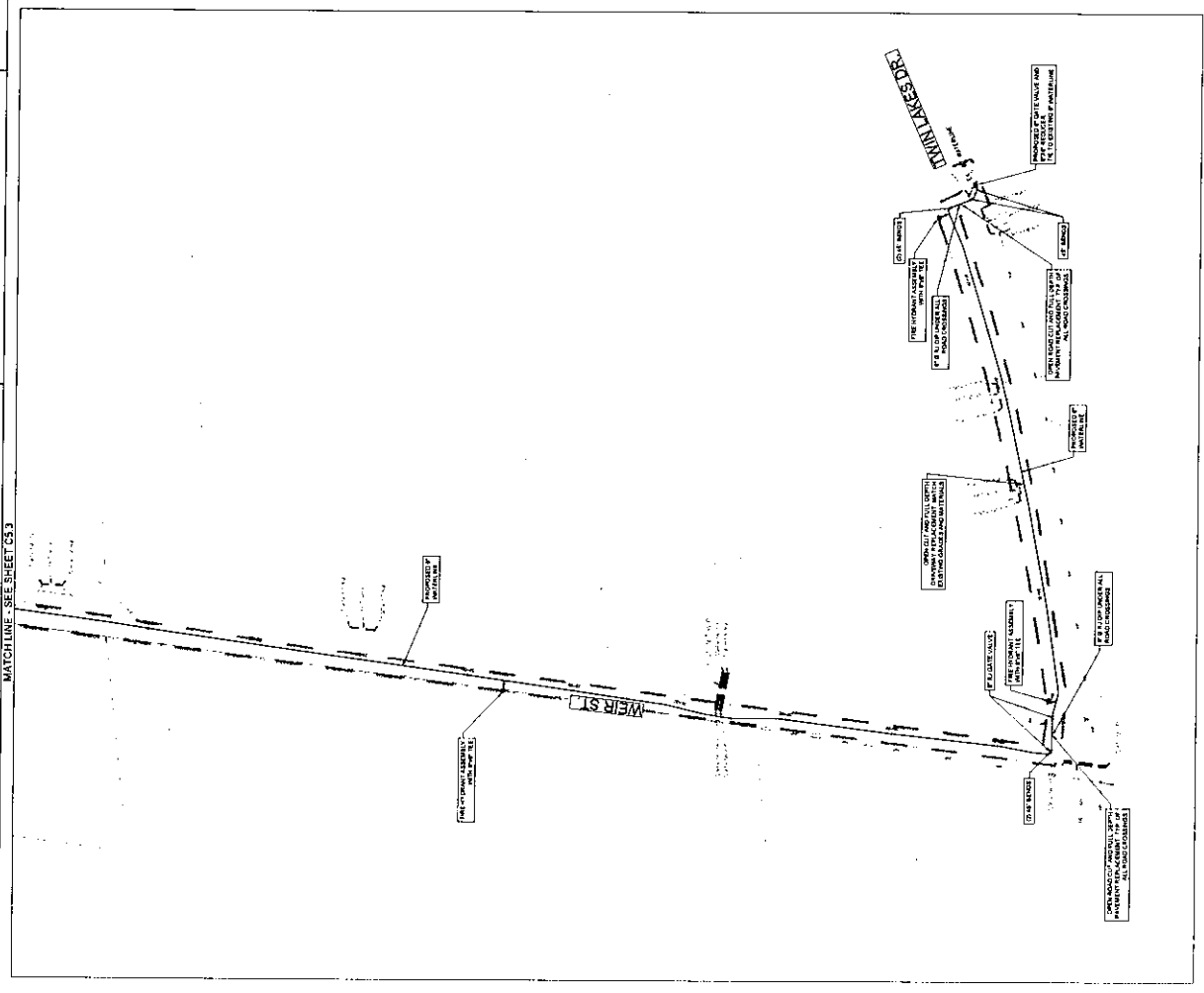


MATCH LINE - SEE SHEET CS 4



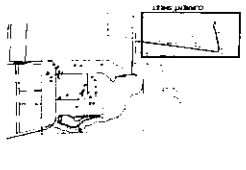


- NOTES**
1. WATER SERVICE TO ALL EXISTING HOME OWNERS ARE TO REMAIN BEFORE CONNECTION TO EXISTING WATER MAIN AND CONTINUE THROUGHOUT CONSTRUCTION.
 2. ALL JOBS AND APPURTENANCES TO BE CONSTRUCTED PER THE STANDARD COUNTY WATER & SANITARY CODES.
 3. EXISTING WATER MAINS SHALL BE EXPOSED AND REPAIRED IN LARGE SCALE LOW CLARITY WATER VALVE, BOXES AND COVERS SHALL NOT BE REPAIRED. ALL EXISTING WATER MAINS SHALL BE REPAIRED AS CLOSE TO HYDRANT DETAILS AS POSSIBLE TO MAINTAIN THE EXISTING CITY WATER SERVICE PROFILE.
 4. THE LOCATION OF WATER SERVICES SHALL BE IN CONCRETE WITH RESIDENTIAL WATER SERVICES SHALL BE IN CONCRETE WITH COMMERCIAL SERVICES SHALL ADHERE TO LOCAL CODES. PROVIDE ONE FULL LENGTH OF 2" DIA. COILED OVER CROSSING OF WATER MAIN WITH STORM OR SEWER LINES.
 5. REFER TO SEWER PLAN AND PROFILE SHEETS FOR WATER AND SEWER CROSSINGS.
 6. THERE SHALL BE NO WATER FITTINGS UNDER THE ROADS.
 7. ALL FITTINGS AND BENDS SHALL HAVE RESTRAINED JOINT PIPE TO LENGTHS REQUIRED IN THE TABLE LOCATED IN THE WATER DETAILS.
 8. ALL WATER MAINS SHALL BE INSTALLED TO THE PROPERTY LINE UNLESS OTHERWISE NOTED.
 9. HYDRANT SHALL BE 10' FROM ROAD CURB.



MATCHLINE - SEE SHEET C5.3

MATCHLINE - SEE SHEET C5.4



Approved for Construction

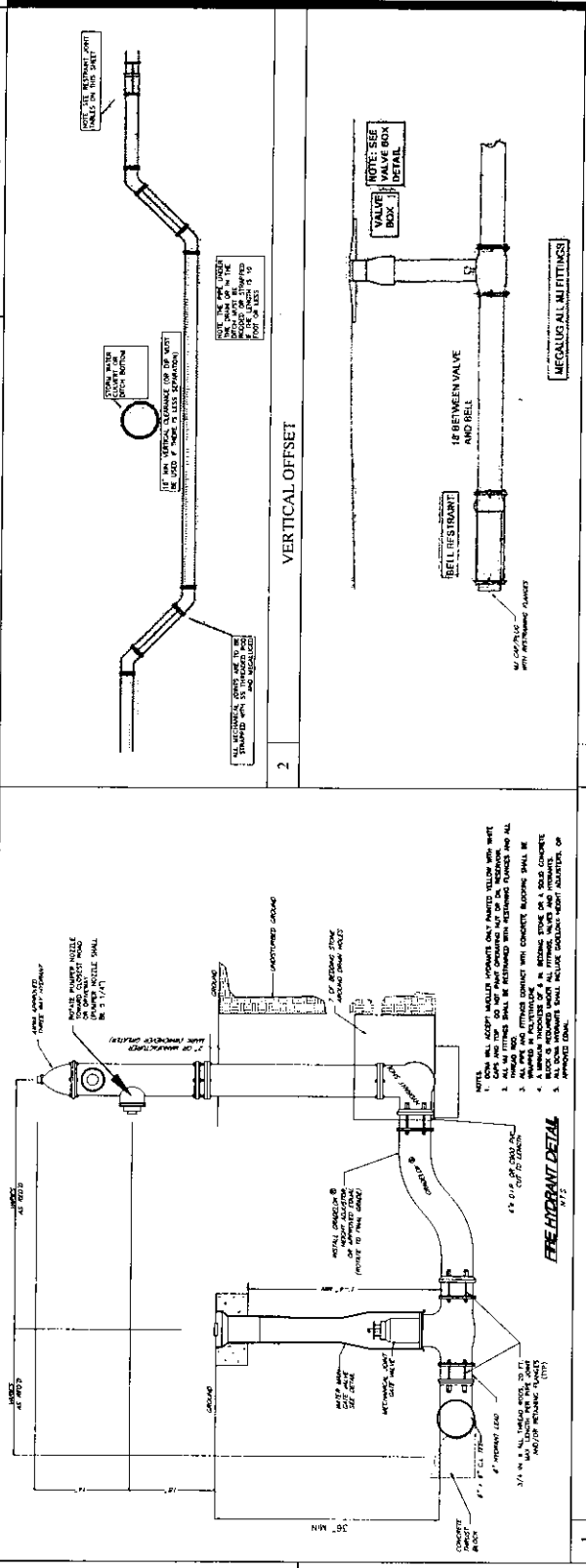
| Revision | Date | By | Check | Appr'd |
|----------|----------|-------------------|-------------|-------------|
| 1 | 10/15/10 | J. J. [Signature] | [Signature] | [Signature] |
| 2 | 10/15/10 | J. J. [Signature] | [Signature] | [Signature] |
| 3 | 10/15/10 | J. J. [Signature] | [Signature] | [Signature] |
| 4 | 10/15/10 | J. J. [Signature] | [Signature] | [Signature] |
| 5 | 10/15/10 | J. J. [Signature] | [Signature] | [Signature] |
| 6 | 10/15/10 | J. J. [Signature] | [Signature] | [Signature] |
| 7 | 10/15/10 | J. J. [Signature] | [Signature] | [Signature] |
| 8 | 10/15/10 | J. J. [Signature] | [Signature] | [Signature] |
| 9 | 10/15/10 | J. J. [Signature] | [Signature] | [Signature] |
| 10 | 10/15/10 | J. J. [Signature] | [Signature] | [Signature] |



Client/Project Logo

Client/Project
 BRD LAND & INVESTMENT I LP
 DV TIMBERS
 NEAR PHOENIXVILLE
 DOUGHERTY COUNTY, LOUISIANA 70463
 The WATER PLAN - OFFSITE

Project No. 21561678
 Revision 5/08
 Scale AS NOTED
 Drawing No. C5.4
 0



| Revision | By | Date | Description |
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| PIPE DIAMETER | L 1/2" TOP BEND | L 1/2" 45° BEND | L 1/2" 90° BEND |
|---------------|-----------------|-----------------|-----------------|
| 4 IN | 4.77 | 7.77 | 16.77 |
| 6 IN | 5.77 | 10.77 | 23.77 |
| 8 IN | 6.77 | 13.77 | 30.77 |
| 10 IN | 7.77 | 16.77 | 37.77 |
| 12 IN | 8.77 | 19.77 | 44.77 |
| 16 IN | 11.77 | 25.77 | 57.77 |
| 24 IN | 18.77 | 41.77 | 87.77 |

| PIPE DIAMETER | LENGTH | LENGTH FOR REDUCERS |
|---------------|--------|---------------------|
| 4 IN | 60.77 | 44.77 |
| 6 IN | 85.77 | 64.77 |
| 8 IN | 110.77 | 84.77 |
| 10 IN | 135.77 | 104.77 |
| 12 IN | 160.77 | 124.77 |
| 16 IN | 210.77 | 164.77 |
| 24 IN | 310.77 | 244.77 |

| PIPE DIAMETER | L 1/2" 90° BEND | L 1/2" 45° BEND | L 1/2" 90° BEND |
|---------------|-----------------|-----------------|-----------------|
| 4 IN | 4.77 | 7.77 | 16.77 |
| 6 IN | 5.77 | 10.77 | 23.77 |
| 8 IN | 6.77 | 13.77 | 30.77 |
| 10 IN | 7.77 | 16.77 | 37.77 |
| 12 IN | 8.77 | 19.77 | 44.77 |
| 16 IN | 11.77 | 25.77 | 57.77 |
| 24 IN | 18.77 | 41.77 | 87.77 |

| PIPE DIAMETER | L 1/2" 90° BEND | L 1/2" 45° BEND | L 1/2" 90° BEND |
|---------------|-----------------|-----------------|-----------------|
| 4 IN | 4.77 | 7.77 | 16.77 |
| 6 IN | 5.77 | 10.77 | 23.77 |
| 8 IN | 6.77 | 13.77 | 30.77 |
| 10 IN | 7.77 | 16.77 | 37.77 |
| 12 IN | 8.77 | 19.77 | 44.77 |
| 16 IN | 11.77 | 25.77 | 57.77 |
| 24 IN | 18.77 | 41.77 | 87.77 |

Exhibit 2

RECEIVED

Aug 07 2025

SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM DORCHESTER COUNTY
Court of Common Pleas

Hon. Maite Murphy, Circuit Court Judge
Appellate Case No.: 2025-001299

Attia Eldabawy and Lynne Chatlos,

Petitioners/Appellants,

v.

D.R. Horton, Inc.,

Respondent.

Proof of Service

The undersigned does hereby certify that on August 7, 2025, a copy of the Respondents' Return to Petitioners/Appellant's Petition for Writ of Supersedeas was served by email and United States Postal Service on Petitioners/Appellants, and filed by electronic email with the Clerk of Court for the South Carolina Court of Appeals.

August 7, 2025

s/Carl F. Muller

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