

TOWN OF SULLIVAN'S ISLAND REZONING APPLICATION

PLANNING AND ZONING DEPARTMENT
2056 MIDDLE STREET
SULLIVAN'S ISLAND, SC 29482
PHONE: 843.883.5727

Property Information

Present Zoning District RS and RC-1 Proposed Zoning District RS and RC-1
Property Address 2213 Atlantic Ave, Sullivan's Island, SC 29482

Current Land Use Residential

Tax Map# <u>529-09-0 0043</u>	Area <u></u>	Owner <u>Todd and Jessica Aaron</u>
Tax Map# <u></u>	Area <u></u>	Owner <u></u>
Tax Map# <u></u>	Area <u></u>	Owner <u></u>
Tax Map# <u></u>	Area <u></u>	Owner <u></u>

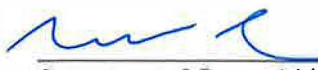
Applicant/Owner/Representative

Applicant Todd and Jessica Aaron
Address 2213 Atlantic Ave, Sullivan's Island, SC 29482
Email Taaron@sdccapitalpartners.com
Phone # (Day) 917-620-8167 Phone # (Night) 917-620-8167

Owner(s) (If different from applicant)
Address
Email
Phone # (Day) Phone # (Night)
***PROVIDE ONLY ON THE ONLINE APPLICATION SUBMITTAL**

Representative (If different from applicant) W. Andrew Gowder, Jr.
Address PO Box 20820, Charleston, SC 29413
Email andy@austengowder.com
Phone # (Day) 843-727-2215 Phone # (Night) 843-727-2215

I (we) certify that W. Andrew Gowder, Jr. is my (our) authorized representative for my (our) zoning change request.

 9/3/2020
Signature of Owner(s)* Date
Todd Aaron (Print Name)

Signature of Applicant and/or Date
Representative if different from owner

*Application must be physically signed by owner(s): a digital signature will not suffice
**\$ _____ NON-REFUNDABLE APPLICATION FEE
***REZONING SIGNS ARE POSTED BY TOWN STAFF
****BE AWARE OF SCAMS: THE TOWN WILL NEVER REQUEST A WIRE TRANSFER

SETTLEMENT AGREEMENT AND RELEASE, AND EASEMENT

This Settlement Agreement and Release ("Settlement Agreement") is entered into as of the 17 day of August, 2026, by and between:

- (1) Todd Aaron and Jessica Aaron, owners of 2213 Atlantic Avenue (TMS No. 529-09-00-043);
- (2) High Tide Productions, LLC, owner of 2205 Atlantic Avenue (TMS No. 529-09-00-045);
- (3) Mark Reinhardt Trust, owner of 2201 Atlantic Avenue (TMS No. 529-09-00-046);
- (4) Louise Tabor Robb Rivers, owner of 2209 Atlantic Avenue (TMS No. 529-09-00-044),
- (5) Ann Marie Scott, owner of 2215 Atlantic Avenue (TMS No. 529-09-00-042), and
- (6) B Hunt, LLC, owner of 2219 Atlantic Avenue (TMS No. 529-09-00-041)

(collectively, the "Property Owners").

The Town of Sullivan's Island, South Carolina, a municipal corporation (the "Town").

The Property Owners and the Town are referred to collectively herein as the "Parties" and individually as a "Party".

RECITALS

A. The Property Owners are the owners of six lots located on the 2200 block of Atlantic Avenue, Sullivan's Island, South Carolina, identified by TMS Nos. 529-09-00-041 through 529-09-00-046 as listed above (collectively, the "State Grant Properties").

B. The State Grant Properties are derived from an 1883 grant by the South Carolina General Assembly to Robert Chisholm (the "State Grant"), which explicitly delineated the seaward boundary of the conveyed land as the low water mark on the south or beach side of Sullivan's Island. All subsequent recorded surveys and deeds for the State Grant Properties state that the seaward boundary of each parcel extends to the low water mark of the Atlantic Ocean.

C. On October 21, 2025, the Town's Director of Planning and Zoning issued zoning verification letters determining that the State Grant Properties are "split-zoned," with a portion of each parcel classified as RC-1, Recreation and Conservation Area District, and a portion of each parcel classified as RS, Residential Single-Family District (the "Determination").

D. On November 5, 2025, certain Property Owners¹ timely filed a Notice of Appeal and Appeal Brief before the Board of Zoning Appeals challenging the Determination (the "Appeal").

¹ The following Property Owners Appealed: (1) Todd Aaron and Jessica Aaron, owners of 2213 Atlantic Avenue (TMS No. 529-09-00-043); (2) High Tide Productions, LLC, owner of 2205 Atlantic Avenue (TMS No. 529-09-00-045); and (3) Mark Reinhardt Trust, owner of 2201 Atlantic Avenue (TMS No. 529-09-00-046). The following Property Owners did not join in the Appeal: (1) Louise Tabor Robb Rivers, owner of 2209 Atlantic Avenue (TMS No. 529-09-00-044); (2) Ann Marie Scott, owner of 2215 Atlantic Avenue (TMS No. 529-09-00-042); and (3) B Hunt, LLC, owner of 2219 Atlantic Avenue (TMS. No. 529-09-00-041). The Town agrees the issues on appeal affect the State

E. The Appeal was heard by the BZA on December 11, 2025, and the BZA affirmed the Determination unanimously.

F. On March 13, 2026, the Parties participated in mediation.

G. The Parties have now reached a settlement of the issues raised in the Appeal and desire to memorialize their settlement, which, as explained below, is contingent on the occurrence of several conditions, and to avoid the time, expense, and uncertainty of further administrative and judicial proceedings.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Acknowledgment of State Grant Title.

The Town hereby acknowledges that pursuant to the deeds and records on file at the Register of Deeds for Charleston County ("ROD"), the Property Owners hold fee simple title to the State Grant Properties by succession from the 1883 State Grant by the SC General Assembly. The Town further acknowledges that the seaward boundary of each of the State Grant Properties extends to the low water mark of the Atlantic Ocean, as established by the State Grant and confirmed by recorded surveys and deeds. Nothing in this Settlement Agreement shall be construed to limit the Property Owners' title to the low water mark or to grant the Town any fee simple ownership interest in or easements over, across, or upon the State Grant Properties, except to the limited extent expressly provided herein.

2. Rezoning — Relocation of the RS/RC-1 Boundary.

The Town agrees to initiate and diligently pursue the consideration of an amendment to the Official Zoning Map and to the Sullivan's Island Zoning Ordinance to rezone the State Grant Properties as follows:

- (a) The boundary line currently separating the RS, Residential Single-Family District, and the RC-1, Recreation and Conservation Area District, on the State Grant Properties shall be relocated seaward as defined herein.

Grant lots owned by Louise Tabor Robb Rivers, Ann Marie Scott, and B Hunt, LLC, each of whom has a material interest in the outcome of the Appeal and the matters raised therein. As a material term of this Settlement Agreement, and subject to the terms and conditions set forth herein, Louise Tabor Robb Rivers, Ann Marie Scott, and B Hunt, LLC, shall, with the express consent of the Town and the appealing Property Owners, intervene as interested parties in the pending Appeal as necessary to effectuate this Settlement Agreement as to all of the State Grant Properties.

- (b) The new RS/RC-1 boundary line shall be drawn at a location that is fifty (50) feet landward of the ridge of the first (primary) oceanfront sand dune as measured on each of the State Grant Properties at the time the rezoning takes effect (the "New Boundary"). The proposed New Boundary is shown on a survey prepared by a licensed surveyor and attached to, and incorporated as part of, this Settlement Agreement as Exhibit 1.
- (c) The area of each parcel landward of the New Boundary (including all improvements and structures) shall be classified as RS, Residential Single-Family District.
- (d) The area of each parcel seaward of the New Boundary and extending to the low water mark shall remain classified RC-1, subject to the provisions in Section 3 below.

3. Amendment to RC-1 Provisions — Vegetation Trimming Within RC-1 Area.

The Town agrees to initiate and diligently pursue the consideration of an amendment to Article V (RC-1 Area District) of the Sullivan's Island Zoning Ordinance to create an overlay district in the RC-1 area of the State Grant Properties (the "2200 Atlantic Overlay District"). The amendment shall provide, in substance, as follows:

- (a) Within the area of the 2200 Atlantic Overlay District, the Property Owners and their successors and assigns may trim and cut vegetation down to a minimum height of five (5) feet above ground level, without obtaining any permit, approval, or license from the Town and without any requirement to use Town-approved contractors.
- (b) The trimming permission in subsection (a) above applies throughout the calendar year, without seasonal restriction.
- (c) The five-foot minimum height requirement shall be measured from the natural ground surface directly beneath the vegetation being trimmed.
- (d) With the exception of the trimming permission described above, all other RC-1 restrictions shall continue to apply in the 2200 Atlantic Overlay District.
- (e) Within the 2200 Atlantic Overlay District, the Town shall have no responsibilities or rights under this Agreement to trim, thin, plant, or maintain any vegetation.

4. Grant of Easements

Upon the Town's fulfillment of the conditions of effectiveness of this Settlement Agreement, the Property Owners each grant, convey and confirm unto the Town a non-exclusive easement (the "Easements") for pedestrian ingress and egress to, from and over that portion of the State Grant Properties constituting the sandy beach seaward of the base of the primary dune to the low water mark in the Atlantic Ocean (the "Beach Property") (see Exhibit 1). These Easements herein grant the public—including residents and visitors—rights to access, use and enjoy the Beach Property, consistent with applicable law. As an additional provision of the Easements, the Property Owners agree they shall not exclude, obstruct, discourage, or interfere with the public access, use or enjoyment of the Beach Property, and that the Property Owners shall not erect, maintain, or permit any fence, signage, barrier, enforcement action, or other device or conduct having the purpose or effect of excluding or deterring access, use or enjoyment of the Beach Property. Notwithstanding the

foregoing, the provisions of this Settlement Agreement shall not prohibit the Property Owners, or any one of them, from placing "Private Property", "No Trespassing", or similar signs on any portion of the State Grant Properties that is not the Beach Property, provided any such sign is allowed by applicable law and do not suggest the Beach Property is unavailable for public access, use and enjoyment. The Property Owners expressly acknowledge and agree that all ordinances, regulations, rules, and laws of the Town of Sullivan's Island currently in effect, or hereafter enacted and which are not inconsistent with the terms of this Settlement Agreement and that are applicable to beaches or public coastal areas shall be fully applicable to, and enforceable upon, the Beach Property, to the same extent as any other similarly situated beach within the Town.

The Town acknowledges, agrees, and stipulates that the Property Owners may, at their discretion, exclude the public from any and all areas of the 2200 Atlantic Overlay District not constituting the Beach Property as defined above.

5. Conditions to Effectiveness.

Pursuant to South Carolina Code § 6-29-825(D), the terms of this Settlement Agreement will only take effect upon the approval of the terms and execution of the Settlement Agreement by the Town of Sullivan's Island Town Council, in public session; and the approval of the Circuit Court for Charleston County. The approval by the Circuit Court will end the Appeal. The Effectiveness of this Settlement Agreement is further conditioned upon the following:

- (a) Review by the Town's Planning Commission and approval and adoption by the Town Council of all rezoning, zoning map amendments, and ordinance amendments required to implement Sections 2 and 3 of this Settlement Agreement, in form and substance reasonably acceptable to the Property Owners ("Council Approval"). The Town agrees to use best efforts to present the required amendments to the Planning Commission at the Planning Commission meeting following the approval of this Settlement Agreement. Nothing herein shall be interpreted to require the Planning Commission or its members to vote in favor of or against recommending the amendments discussed herein. Additionally, nothing herein shall be interpreted to require Town staff to recommend adoption of any of the amendments discussed herein. Further, Nothing herein shall be interpreted to require the Town Council or its members vote in favor of or against adoption of the amendments discussed herein.
- (b) If Town Council adoption of the items in subsection (a) is not obtained within one hundred twenty (120) days of the date this Settlement Agreement is first executed by any Party, either Party may, but shall not be required to, terminate this Settlement Agreement upon written notice to the other Party, and upon such termination the Appeal shall proceed before the Circuit Court as if this Settlement Agreement had not been executed, with no prejudice to any Party.
- (c) A Court Order allowing the following Property Owners to join in or intervene in the Appeal for purposes of settlement, with the consent of the Parties: (1) Louise Tabor Robb Rivers, owner of 2209 Atlantic Avenue (TMS No. 529-09-00-044), (2) Ann Marie Scott,

owner of 2215 Atlantic Avenue (TMS No. 529-09-00-042), and (3) B Hunt, LLC, owner of 2219 Atlantic Avenue (TMS. No. 529-09-00-041).

6. Dismissal of the Appeal and Recording of this Settlement Agreement.

Upon the occurrence of all conditions in paragraph 5 above, the Property Owners agree to file, or cause to be filed, a voluntary dismissal with prejudice of the Appeal of the Board of Zoning Appeals decision before the Circuit Court. The Parties waive any right to seek costs or attorneys' fees from each other in connection with the Appeal.

This Settlement Agreement will be an attachment to the Circuit Court's Order, which shall provide that it will be filed in the ROD for Charleston County, South Carolina in the chain of title of each of the Properties.

7. No Admission of Liability.

This Settlement Agreement is entered into solely for the purpose of resolving the Appeal and avoiding the expense and uncertainty of litigation. Nothing herein shall be construed as an admission by any Party of any liability, wrongdoing, or the correctness or incorrectness of any legal position taken in the Appeal.

8. Release.

Upon the dismissal of the Appeal pursuant to Section 6, the Property Owners, for themselves and their respective heirs, successors, assigns, agents, and representatives, hereby release and forever discharge the Town, its officers, employees, agents, and representatives, from any and all claims, demands, and causes of action arising out of or related to the Determination and the matters raised in the Appeal that existed as of the date of this Settlement Agreement, except as expressly reserved herein. This release does not affect any future rights of the Property Owners to challenge zoning decisions unrelated to the matters resolved herein.

9. Representations and Warranties.

Each Party represents and warrants that:

- (a) They have full authority to execute and perform this Settlement Agreement;
- (b) This Settlement Agreement has been duly authorized by all necessary action;
- (c) The execution, delivery, and performance of this Settlement Agreement does not violate any applicable law, order, or agreement to which such Party is bound;
- (d) The Town has no fee simple ownership in or to the State Grant Lots.

10. Entire Agreement; Amendment.

This Settlement Agreement constitutes the entire agreement of the Parties with respect to its subject matter and supersedes all prior negotiations, representations, warranties, and understandings of the Parties. This Settlement Agreement may not be amended except by a written instrument signed by authorized representatives of all Parties.

11. Governing Law; Venue.

This Settlement Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina. Any dispute arising hereunder shall be brought exclusively in the courts of Charleston County, South Carolina.

12. Counterparts; Electronic Signatures.

This Settlement Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Electronic or .pdf signatures shall be deemed original signatures for all purposes.

13. Notices.

All notices required or permitted under this Settlement Agreement shall be in writing and delivered by hand, overnight courier, and email with confirmation to:

For Todd and Jessica Aaron and High Tide Production, LLC:

W. Andrew Gowder, Jr., Esq.
Austen & Gowder, LLC
1629 Meeting Street, Suite A, Charleston, SC 29405
andy@austengowder.com

For the Mark Reinhardt Trust:

Justin Price, Esq.
Davis Hartman Wright, LLP
741 Meeting Street, Suite 303, Charleston, SC 29403
justin.price@dhwlegal.com

For Ann Scott and Wells Whaley

Michael Timbes, Esq.
Thurmond Kirchner & Timbes, P.A.
15 Middle Atlantic Wharf, Charleston, SC, 29401
michael@tklawyers.com

Rivers Robb and Louisa Tabor
2209 Atlantic Avenue
Sullivan's Island, SC 29482

For the Town:

Town Administrator / Town Attorney
Town of Sullivan's Island
2056 Middle Street, Sullivan's Island, SC 29482

14. Binding Effect.

This Settlement Agreement, which is to be filed in the ROD, shall be binding on the Town, the Property Owners, and all of their respective heirs, successors, successors in title, assigns, agents, and representatives, and any subsequent owners or possessors.

15. Cooperation. Upon the occurrence of all contingencies discussed herein, the Parties agree to act in good faith and to cooperate fully with each other in carrying out the intent of this Settlement Agreement, and for that purpose agree to execute and deliver any and all additional documents or instruments as may prove reasonably necessary to accomplish that intent.

SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this Settlement Agreement and Release as of the date first written above.

PROPERTY OWNERS:


Todd Aaron (Aug 17, 2026 11:58:26 EDT)

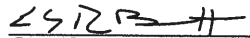
Date: 08/17/26

Todd Aaron


Jessica Aaron (Aug 17, 2026 10:34:39 EDT)

Date: 08/17/26

Jessica Aaron


Edward Bennett (Aug 17, 2026 10:48:28 EDT)

Date: 08/17/20

High Tide Productions, LLC

By: Edward G. R. Bennett, its authorized representative

Date: _____

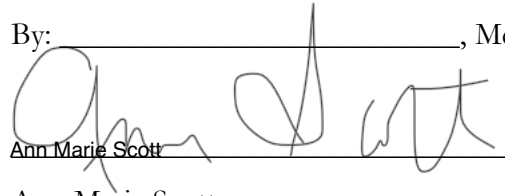
Mark Reinhardt Trust

By: _____, Trustee

_____ Date: _____

B Hunt LLC

By: _____, Member



Ann Marie Scott

Date: 10/15/2026

Ann Marie Scott

_____ Date: _____

Owner, Rivers Robb/ Louisa Tabor

TOWN OF SULLIVAN'S ISLAND:

_____ Date: _____

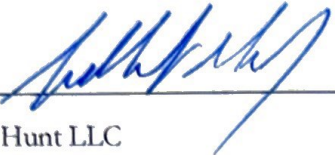
By: _____

Its: Mayor / Authorized Representative

Approved as to form:

_____ Date: _____

Town Attorney


B Hunt LLC

Date: 8-18-2026

By: Wells F. Whaley, Member

Ann Marie Scott

Date: _____

Owner, Rivers Robb/ Louisa Tabor

Date: _____

TOWN OF SULLIVAN'S ISLAND:

By: _____
Its: Mayor / Authorized Representative

Date: _____

Approved as to form:

Town Attorney

Date: _____

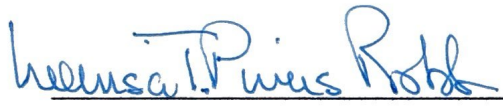
_____ Date: _____

B Hunt LLC

By: _____, Member

_____ Date: _____

Ann Marie Scott

 _____ Date: 8/18/26

Louisa Taber Rivers Robb

 _____ Date: 8/18/26

Nathaniel Heyward Robb, Jr

TOWN OF SULLIVAN'S ISLAND:

_____ Date: _____

By: _____

Its: Mayor / Authorized Representative

Approved as to form:

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Town Attorney

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PROPERTY OWNERS:

Todd Aaron Date: _____

Jessica Aaron Date: _____

High Tide Productions, LLC Date: _____

By: _____, its authorized representative



Mark Reinhardt Trust Date: 8/17/26

By: Mark Reinhardt, Trustee

B Hunt LLC Date: _____

TOWN OF SULLIVAN'S ISLAND REZONING APPLICATION

PLANNING AND ZONING DEPARTMENT
2056 MIDDLE STREET
SULLIVAN'S ISLAND, SC 29482
PHONE: 843.883.5727

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Tax Map# _____	Area _____	Owner _____
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Applicant/Owner/Representative

Applicant Ann Marie Scott
Address 2215 Atlantic Ave, Sullivan's Island, SC 29482
Email _____
Phone # (Day) _____ Phone # (Night) _____

Owner(s) (If different from applicant)

Address 2215 Atlantic Ave
Email annscott@sc-rd.com
Phone # (Day) 803-920-7377 Phone # (Night) 803-920-7377
*PROVIDE ONLY ON THE ONLINE APPLICATION SUBMITTAL.

Representative (If different from applicant)

Address _____
Email _____
Phone # (Day) _____ Phone # (Night) _____

I (we) certify that _____ is my (our) authorized representative for my (our) zoning change request.

Ann Scott 9-9-2020
Signature of Owner(s)* Date
Ann Scott (Print Name)

Signature of Applicant and/or Date
Representative if different from owner

*Application must be physically signed by owner(s): a digital signature will not suffice
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- B.** The State Grant Properties are derived from an 1883 grant by the South Carolina General Assembly to Robert Chisholm (the "State Grant"), which explicitly delineated the seaward boundary of the conveyed land as the low water mark on the south or beach side of Sullivan's Island. All subsequent recorded surveys and deeds for the State Grant Properties state that the seaward boundary of each parcel extends to the low water mark of the Atlantic Ocean.
- C.** On October 21, 2025, the Town's Director of Planning and Zoning issued zoning verification letters determining that the State Grant Properties are "split-zoned," with a portion of each parcel classified as RC-1, Recreation and Conservation Area District, and a portion of each parcel classified as RS, Residential Single-Family District (the "Determination").
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The Town acknowledges, agrees, and stipulates that the Property Owners may, at their discretion, exclude the public from any and all areas of the 2200 Atlantic Overlay District not constituting the Beach Property as defined above.

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Pursuant to South Carolina Code § 6-29-825(D), the terms of this Settlement Agreement will only take effect upon the approval of the terms and execution of the Settlement Agreement by the Town of Sullivan's Island Town Council, in public session; and the approval of the Circuit Court for Charleston County. The approval by the Circuit Court will end the Appeal. The Effectiveness of this Settlement Agreement is further conditioned upon the following:

- (a) Review by the Town's Planning Commission and approval and adoption by the Town Council of all rezoning, zoning map amendments, and ordinance amendments required to implement Sections 2 and 3 of this Settlement Agreement, in form and substance reasonably acceptable to the Property Owners ("Council Approval"). The Town agrees to use best efforts to present the required amendments to the Planning Commission at the Planning Commission meeting following the approval of this Settlement Agreement. Nothing herein shall be interpreted to require the Planning Commission or its members to vote in favor of or against recommending the amendments discussed herein. Additionally, nothing herein shall be interpreted to require Town staff to recommend adoption of any of the amendments discussed herein. Further, Nothing herein shall be interpreted to require the Town Council or its members vote in favor of or against adoption of the amendments discussed herein.
- (b) If Town Council adoption of the items in subsection (a) is not obtained within one hundred twenty (120) days of the date this Settlement Agreement is first executed by any Party, either Party may, but shall not be required to, terminate this Settlement Agreement upon written notice to the other Party, and upon such termination the Appeal shall proceed before the Circuit Court as if this Settlement Agreement had not been executed, with no prejudice to any Party.
- (c) A Court Order allowing the following Property Owners to join in or intervene in the Appeal for purposes of settlement, with the consent of the Parties: (1) Louise Tabor Robb Rivers, owner of 2209 Atlantic Avenue (TMS No. 529-09-00-044), (2) Ann Marie Scott,

owner of 2215 Atlantic Avenue (TMS No. 529-09-00-042), and (3) B Hunt, LLC, owner of 2219 Atlantic Avenue (TMS. No. 529-09-00-041).

6. Dismissal of the Appeal and Recording of this Settlement Agreement.

Upon the occurrence of all conditions in paragraph 5 above, the Property Owners agree to file, or cause to be filed, a voluntary dismissal with prejudice of the Appeal of the Board of Zoning Appeals decision before the Circuit Court. The Parties waive any right to seek costs or attorneys' fees from each other in connection with the Appeal.

This Settlement Agreement will be an attachment to the Circuit Court's Order, which shall provide that it will be filed in the ROD for Charleston County, South Carolina in the chain of title of each of the Properties.

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This Settlement Agreement is entered into solely for the purpose of resolving the Appeal and avoiding the expense and uncertainty of litigation. Nothing herein shall be construed as an admission by any Party of any liability, wrongdoing, or the correctness or incorrectness of any legal position taken in the Appeal.

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Upon the dismissal of the Appeal pursuant to Section 6, the Property Owners, for themselves and their respective heirs, successors, assigns, agents, and representatives, hereby release and forever discharge the Town, its officers, employees, agents, and representatives, from any and all claims, demands, and causes of action arising out of or related to the Determination and the matters raised in the Appeal that existed as of the date of this Settlement Agreement, except as expressly reserved herein. This release does not affect any future rights of the Property Owners to challenge zoning decisions unrelated to the matters resolved herein.

9. Representations and Warranties.

Each Party represents and warrants that:

- (a) They have full authority to execute and perform this Settlement Agreement;
- (b) This Settlement Agreement has been duly authorized by all necessary action;
- (c) The execution, delivery, and performance of this Settlement Agreement does not violate any applicable law, order, or agreement to which such Party is bound;
- (d) The Town has no fee simple ownership in or to the State Grant Lots.

10. Entire Agreement; Amendment.

This Settlement Agreement constitutes the entire agreement of the Parties with respect to its subject matter and supersedes all prior negotiations, representations, warranties, and understandings of the Parties. This Settlement Agreement may not be amended except by a written instrument signed by authorized representatives of all Parties.

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This Settlement Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina. Any dispute arising hereunder shall be brought exclusively in the courts of Charleston County, South Carolina.

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All notices required or permitted under this Settlement Agreement shall be in writing and delivered by hand, overnight courier, and email with confirmation to:

For Todd and Jessica Aaron and High Tide Production, LLC:

W. Andrew Gowder, Jr., Esq.
Austen & Gowder, LLC
1629 Meeting Street, Suite A, Charleston, SC 29405
andy@austengowder.com

For the Mark Reinhardt Trust:

Justin Price, Esq.
Davis Hartman Wright, LLP
741 Meeting Street, Suite 303, Charleston, SC 29403
justin.price@dhwlegal.com

For Ann Scott and Wells Whaley

Michael Timbes, Esq.
Thurmond Kirchner & Timbes, P.A.
15 Middle Atlantic Wharf, Charleston, SC, 29401
michael@tklawyers.com

Rivers Robb and Louisa Tabor
2209 Atlantic Avenue
Sullivan's Island, SC 29482

For the Town:

Town Administrator / Town Attorney
Town of Sullivan's Island
2056 Middle Street, Sullivan's Island, SC 29482

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This Settlement Agreement, which is to be filed in the ROD, shall be binding on the Town, the Property Owners, and all of their respective heirs, successors, successors in title, assigns, agents, and representatives, and any subsequent owners or possessors.

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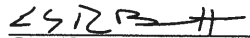
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By: Edward G. R. Bennett, its authorized representative

Date: _____

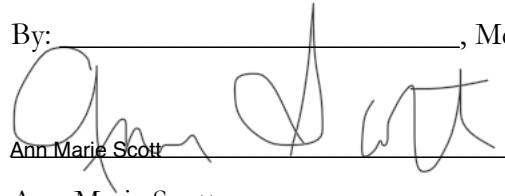
Mark Reinhardt Trust

By: _____, Trustee

_____ Date: _____

B Hunt LLC

By: _____, Member



Ann Marie Scott

Date: 10/15/2026

Ann Marie Scott

_____ Date: _____

Owner, Rivers Robb/ Louisa Tabor

TOWN OF SULLIVAN'S ISLAND:

_____ Date: _____

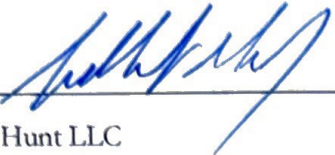
By: _____

Its: Mayor / Authorized Representative

Approved as to form:

_____ Date: _____

Town Attorney


B Hunt LLC

Date: 8-18-2026

By: Wells F. Whaley, Member

Ann Marie Scott

Date: _____

Owner, Rivers Robb/ Louisa Tabor

Date: _____

TOWN OF SULLIVAN'S ISLAND:

By: _____
Its: Mayor / Authorized Representative

Date: _____

Approved as to form:

Town Attorney

Date: _____

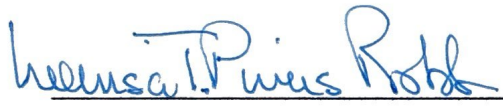
_____ Date: _____

B Hunt LLC

By: _____, Member

_____ Date: _____

Ann Marie Scott

 _____ Date: 8/18/26

Louisa Taber Rivers Robb

 _____ Date: 8/18/26

Nathaniel Heyward Robb, Jr

TOWN OF SULLIVAN'S ISLAND:

_____ Date: _____

By: _____

Its: Mayor / Authorized Representative

Approved as to form:

_____ Date: _____

Town Attorney

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PROPERTY OWNERS:

Todd Aaron Date: _____

Jessica Aaron Date: _____

High Tide Productions, LLC Date: _____

By: _____, its authorized representative



Mark Reinhardt Trust Date: 8/17/26

By: Mark Reinhardt, Trustee

B Hunt LLC Date: _____

TOWN OF SULLIVAN'S ISLAND

REZONING APPLICATION

PLANNING AND ZONING DEPARTMENT
2056 MIDDLE STREET
SULLIVAN'S ISLAND, SC 29482
PHONE: 843.883.5727

Property Information

Present Zoning District RS and RC-1 Proposed Zoning District RS and RC-1
Property Address 2205 Atlantic Ave, Sullivan's Island, SC 29482

Current Land Use Residential

Tax Map# <u>529-09-00-045</u>	Area _____	Owner <u>High Tide Production LLC</u>
Tax Map# _____	Area _____	Owner _____
Tax Map# _____	Area _____	Owner _____
Tax Map# _____	Area _____	Owner _____

Applicant/Owner/Representative

Applicant High Tide Productions, LLC
Address 888 7th Ave, New York, NY 10106

Email Bennett@eckb.com
Phone # (Day) (843) 577-2300 Phone # (Night) (843) 577-2300

Owner(s) (If different from applicant) _____
Address _____

Email _____
Phone # (Day) _____ Phone # (Night) _____

***PROVIDE ONLY ON THE ONLINE APPLICATION SUBMITTAL**

Representative (If different from applicant) W. Andrew Gowder, Jr.
Address PO Box 20820, Charleston, SC 29413

Email andy@austengowder.com
Phone # (Day) 8 43727-2215 Phone # (Night) 843-727-2215

I (we) certify that W. Andrew Gowder, Jr. is my (our) authorized representative for my (our) zoning change request.

59772 7/3/2026
Signature of Owner(s)* _____ Date _____
Edward H. Bennett (Print Name)
Manager

Signature of Applicant and/or _____ Date _____
Representative if different from owner

*Application must be physically signed by owner(s): a digital signature will not suffice

**\$ _____ NON-REFUNDABLE APPLICATION FEE

***REZONING SIGNS ARE POSTED BY TOWN STAFF

****BE AWARE OF SCAMS: THE TOWN WILL NEVER REQUEST A WIRE TRANSFER

SETTLEMENT AGREEMENT AND RELEASE, AND EASEMENT

This Settlement Agreement and Release ("Settlement Agreement") is entered into as of the 17 day of August, 2026, by and between:

- (1) Todd Aaron and Jessica Aaron, owners of 2213 Atlantic Avenue (TMS No. 529-09-00-043);
- (2) High Tide Productions, LLC, owner of 2205 Atlantic Avenue (TMS No. 529-09-00-045);
- (3) Mark Reinhardt Trust, owner of 2201 Atlantic Avenue (TMS No. 529-09-00-046);
- (4) Louise Tabor Robb Rivers, owner of 2209 Atlantic Avenue (TMS No. 529-09-00-044),
- (5) Ann Marie Scott, owner of 2215 Atlantic Avenue (TMS No. 529-09-00-042), and
- (6) B Hunt, LLC, owner of 2219 Atlantic Avenue (TMS No. 529-09-00-041)

(collectively, the "Property Owners").

The Town of Sullivan's Island, South Carolina, a municipal corporation (the "Town").

The Property Owners and the Town are referred to collectively herein as the "Parties" and individually as a "Party".

RECITALS

- A.** The Property Owners are the owners of six lots located on the 2200 block of Atlantic Avenue, Sullivan's Island, South Carolina, identified by TMS Nos. 529-09-00-041 through 529-09-00-046 as listed above (collectively, the "State Grant Properties").
- B.** The State Grant Properties are derived from an 1883 grant by the South Carolina General Assembly to Robert Chisholm (the "State Grant"), which explicitly delineated the seaward boundary of the conveyed land as the low water mark on the south or beach side of Sullivan's Island. All subsequent recorded surveys and deeds for the State Grant Properties state that the seaward boundary of each parcel extends to the low water mark of the Atlantic Ocean.
- C.** On October 21, 2025, the Town's Director of Planning and Zoning issued zoning verification letters determining that the State Grant Properties are "split-zoned," with a portion of each parcel classified as RC-1, Recreation and Conservation Area District, and a portion of each parcel classified as RS, Residential Single-Family District (the "Determination").
- D.** On November 5, 2025, certain Property Owners¹ timely filed a Notice of Appeal and Appeal Brief before the Board of Zoning Appeals challenging the Determination (the "Appeal").

¹ The following Property Owners Appealed: (1) Todd Aaron and Jessica Aaron, owners of 2213 Atlantic Avenue (TMS No. 529-09-00-043); (2) High Tide Productions, LLC, owner of 2205 Atlantic Avenue (TMS No. 529-09-00-045); and (3) Mark Reinhardt Trust, owner of 2201 Atlantic Avenue (TMS No. 529-09-00-046). The following Property Owners did not join in the Appeal: (1) Louise Tabor Robb Rivers, owner of 2209 Atlantic Avenue (TMS No. 529-09-00-044); (2) Ann Marie Scott, owner of 2215 Atlantic Avenue (TMS No. 529-09-00-042); and (3) B Hunt, LLC, owner of 2219 Atlantic Avenue (TMS. No. 529-09-00-041). The Town agrees the issues on appeal affect the State

E. The Appeal was heard by the BZA on December 11, 2025, and the BZA affirmed the Determination unanimously.

F. On March 13, 2026, the Parties participated in mediation.

G. The Parties have now reached a settlement of the issues raised in the Appeal and desire to memorialize their settlement, which, as explained below, is contingent on the occurrence of several conditions, and to avoid the time, expense, and uncertainty of further administrative and judicial proceedings.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Acknowledgment of State Grant Title.

The Town hereby acknowledges that pursuant to the deeds and records on file at the Register of Deeds for Charleston County ("ROD"), the Property Owners hold fee simple title to the State Grant Properties by succession from the 1883 State Grant by the SC General Assembly. The Town further acknowledges that the seaward boundary of each of the State Grant Properties extends to the low water mark of the Atlantic Ocean, as established by the State Grant and confirmed by recorded surveys and deeds. Nothing in this Settlement Agreement shall be construed to limit the Property Owners' title to the low water mark or to grant the Town any fee simple ownership interest in or easements over, across, or upon the State Grant Properties, except to the limited extent expressly provided herein.

2. Rezoning — Relocation of the RS/RC-1 Boundary.

The Town agrees to initiate and diligently pursue the consideration of an amendment to the Official Zoning Map and to the Sullivan's Island Zoning Ordinance to rezone the State Grant Properties as follows:

- (a) The boundary line currently separating the RS, Residential Single-Family District, and the RC-1, Recreation and Conservation Area District, on the State Grant Properties shall be relocated seaward as defined herein.

Grant lots owned by Louise Tabor Robb Rivers, Ann Marie Scott, and B Hunt, LLC, each of whom has a material interest in the outcome of the Appeal and the matters raised therein. As a material term of this Settlement Agreement, and subject to the terms and conditions set forth herein, Louise Tabor Robb Rivers, Ann Marie Scott, and B Hunt, LLC, shall, with the express consent of the Town and the appealing Property Owners, intervene as interested parties in the pending Appeal as necessary to effectuate this Settlement Agreement as to all of the State Grant Properties.

- (b) The new RS/RC-1 boundary line shall be drawn at a location that is fifty (50) feet landward of the ridge of the first (primary) oceanfront sand dune as measured on each of the State Grant Properties at the time the rezoning takes effect (the "New Boundary"). The proposed New Boundary is shown on a survey prepared by a licensed surveyor and attached to, and incorporated as part of, this Settlement Agreement as Exhibit 1.
- (c) The area of each parcel landward of the New Boundary (including all improvements and structures) shall be classified as RS, Residential Single-Family District.
- (d) The area of each parcel seaward of the New Boundary and extending to the low water mark shall remain classified RC-1, subject to the provisions in Section 3 below.

3. Amendment to RC-1 Provisions — Vegetation Trimming Within RC-1 Area.

The Town agrees to initiate and diligently pursue the consideration of an amendment to Article V (RC-1 Area District) of the Sullivan's Island Zoning Ordinance to create an overlay district in the RC-1 area of the State Grant Properties (the "2200 Atlantic Overlay District"). The amendment shall provide, in substance, as follows:

- (a) Within the area of the 2200 Atlantic Overlay District, the Property Owners and their successors and assigns may trim and cut vegetation down to a minimum height of five (5) feet above ground level, without obtaining any permit, approval, or license from the Town and without any requirement to use Town-approved contractors.
- (b) The trimming permission in subsection (a) above applies throughout the calendar year, without seasonal restriction.
- (c) The five-foot minimum height requirement shall be measured from the natural ground surface directly beneath the vegetation being trimmed.
- (d) With the exception of the trimming permission described above, all other RC-1 restrictions shall continue to apply in the 2200 Atlantic Overlay District.
- (e) Within the 2200 Atlantic Overlay District, the Town shall have no responsibilities or rights under this Agreement to trim, thin, plant, or maintain any vegetation.

4. Grant of Easements

Upon the Town's fulfillment of the conditions of effectiveness of this Settlement Agreement, the Property Owners each grant, convey and confirm unto the Town a non-exclusive easement (the "Easements") for pedestrian ingress and egress to, from and over that portion of the State Grant Properties constituting the sandy beach seaward of the base of the primary dune to the low water mark in the Atlantic Ocean (the "Beach Property") (see Exhibit 1). These Easements herein grant the public—including residents and visitors—rights to access, use and enjoy the Beach Property, consistent with applicable law. As an additional provision of the Easements, the Property Owners agree they shall not exclude, obstruct, discourage, or interfere with the public access, use or enjoyment of the Beach Property, and that the Property Owners shall not erect, maintain, or permit any fence, signage, barrier, enforcement action, or other device or conduct having the purpose or effect of excluding or deterring access, use or enjoyment of the Beach Property. Notwithstanding the

foregoing, the provisions of this Settlement Agreement shall not prohibit the Property Owners, or any one of them, from placing "Private Property", "No Trespassing", or similar signs on any portion of the State Grant Properties that is not the Beach Property, provided any such sign is allowed by applicable law and do not suggest the Beach Property is unavailable for public access, use and enjoyment. The Property Owners expressly acknowledge and agree that all ordinances, regulations, rules, and laws of the Town of Sullivan's Island currently in effect, or hereafter enacted and which are not inconsistent with the terms of this Settlement Agreement and that are applicable to beaches or public coastal areas shall be fully applicable to, and enforceable upon, the Beach Property, to the same extent as any other similarly situated beach within the Town.

The Town acknowledges, agrees, and stipulates that the Property Owners may, at their discretion, exclude the public from any and all areas of the 2200 Atlantic Overlay District not constituting the Beach Property as defined above.

5. Conditions to Effectiveness.

Pursuant to South Carolina Code § 6-29-825(D), the terms of this Settlement Agreement will only take effect upon the approval of the terms and execution of the Settlement Agreement by the Town of Sullivan's Island Town Council, in public session; and the approval of the Circuit Court for Charleston County. The approval by the Circuit Court will end the Appeal. The Effectiveness of this Settlement Agreement is further conditioned upon the following:

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Michael Timbes, Esq.
Thurmond Kirchner & Timbes, P.A.
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Rivers Robb and Louisa Tabor
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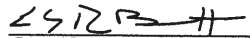
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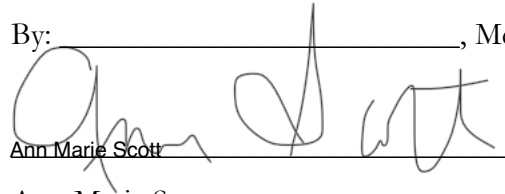
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By: _____, Trustee

_____ Date: _____

B Hunt LLC

By: _____, Member



Ann Marie Scott

Date: 10/15/2026

Ann Marie Scott

_____ Date: _____

Owner, Rivers Robb/ Louisa Tabor

TOWN OF SULLIVAN'S ISLAND:

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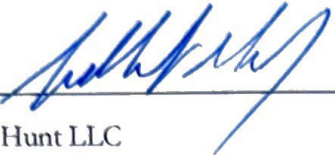
By: _____

Its: Mayor / Authorized Representative

Approved as to form:

_____ Date: _____

Town Attorney



Date: 8-18-2026

B Hunt LLC

By: Wells F. Whaley, Member

Date: _____

Ann Marie Scott

Date: _____

Owner, Rivers Robb/ Louisa Tabor

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By: _____

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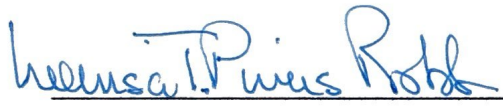
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 _____ Date: 8/18/26

Nathaniel Heyward Robb, Jr

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By: _____

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Jessica Aaron Date: _____

High Tide Productions, LLC Date: _____

By: _____, its authorized representative



Mark Reinhardt Trust Date: 8/17/26

By: Mark Reinhardt, Trustee

B Hunt LLC Date: _____

TOWN OF SULLIVAN'S ISLAND REZONING APPLICATION

PLANNING AND ZONING DEPARTMENT
2056 MIDDLE STREET
SULLIVAN'S ISLAND, SC 29482
PHONE: 843.883.5727

Property Information

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Current Land Use Residential

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Applicant/Owner/Representative

Applicant Mark Reinhardt Trust

Address 2201 Atlantic Ave, Sullivan's Island, SC 29482

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Owner(s) (If different from applicant) _____
Address _____

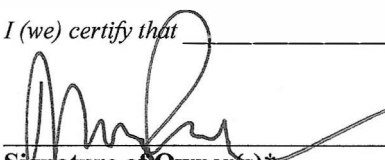
Email _____
Phone # (Day) _____ Phone # (Night) _____

***PROVIDE ONLY ON THE ONLINE APPLICATION SUBMITTAL**

Representative (If different from applicant) _____
Address _____

Email _____
Phone # (Day) _____ Phone # (Night) _____

I (we) certify that _____ is my (our) authorized representative for my (our) zoning change request.


Signature of Owner(s)* _____ Date 9/8/26
MARK REINHARDT TRUST (Print Name)

Signature of Applicant and/or Date
Representative if different from owner

***Application must be physically signed by owner(s): a digital signature will not suffice**

****\$ NON-REFUNDABLE APPLICATION FEE**

*****REZONING SIGNS ARE POSTED BY TOWN STAFF**

******BE AWARE OF SCAMS: THE TOWN WILL NEVER REQUEST A WIRE TRANSFER**

SETTLEMENT AGREEMENT AND RELEASE, AND EASEMENT

This Settlement Agreement and Release ("Settlement Agreement") is entered into as of the 17 day of August, 2026, by and between:

- (1) Todd Aaron and Jessica Aaron, owners of 2213 Atlantic Avenue (TMS No. 529-09-00-043);
- (2) High Tide Productions, LLC, owner of 2205 Atlantic Avenue (TMS No. 529-09-00-045);
- (3) Mark Reinhardt Trust, owner of 2201 Atlantic Avenue (TMS No. 529-09-00-046);
- (4) Louise Tabor Robb Rivers, owner of 2209 Atlantic Avenue (TMS No. 529-09-00-044),
- (5) Ann Marie Scott, owner of 2215 Atlantic Avenue (TMS No. 529-09-00-042), and
- (6) B Hunt, LLC, owner of 2219 Atlantic Avenue (TMS No. 529-09-00-041)

(collectively, the "Property Owners").

The Town of Sullivan's Island, South Carolina, a municipal corporation (the "Town").

The Property Owners and the Town are referred to collectively herein as the "Parties" and individually as a "Party".

RECITALS

- A.** The Property Owners are the owners of six lots located on the 2200 block of Atlantic Avenue, Sullivan's Island, South Carolina, identified by TMS Nos. 529-09-00-041 through 529-09-00-046 as listed above (collectively, the "State Grant Properties").
- B.** The State Grant Properties are derived from an 1883 grant by the South Carolina General Assembly to Robert Chisholm (the "State Grant"), which explicitly delineated the seaward boundary of the conveyed land as the low water mark on the south or beach side of Sullivan's Island. All subsequent recorded surveys and deeds for the State Grant Properties state that the seaward boundary of each parcel extends to the low water mark of the Atlantic Ocean.
- C.** On October 21, 2025, the Town's Director of Planning and Zoning issued zoning verification letters determining that the State Grant Properties are "split-zoned," with a portion of each parcel classified as RC-1, Recreation and Conservation Area District, and a portion of each parcel classified as RS, Residential Single-Family District (the "Determination").
- D.** On November 5, 2025, certain Property Owners¹ timely filed a Notice of Appeal and Appeal Brief before the Board of Zoning Appeals challenging the Determination (the "Appeal").

¹ The following Property Owners Appealed: (1) Todd Aaron and Jessica Aaron, owners of 2213 Atlantic Avenue (TMS No. 529-09-00-043); (2) High Tide Productions, LLC, owner of 2205 Atlantic Avenue (TMS No. 529-09-00-045); and (3) Mark Reinhardt Trust, owner of 2201 Atlantic Avenue (TMS No. 529-09-00-046). The following Property Owners did not join in the Appeal: (1) Louise Tabor Robb Rivers, owner of 2209 Atlantic Avenue (TMS No. 529-09-00-044); (2) Ann Marie Scott, owner of 2215 Atlantic Avenue (TMS No. 529-09-00-042); and (3) B Hunt, LLC, owner of 2219 Atlantic Avenue (TMS. No. 529-09-00-041). The Town agrees the issues on appeal affect the State

E. The Appeal was heard by the BZA on December 11, 2025, and the BZA affirmed the Determination unanimously.

F. On March 13, 2026, the Parties participated in mediation.

G. The Parties have now reached a settlement of the issues raised in the Appeal and desire to memorialize their settlement, which, as explained below, is contingent on the occurrence of several conditions, and to avoid the time, expense, and uncertainty of further administrative and judicial proceedings.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Acknowledgment of State Grant Title.

The Town hereby acknowledges that pursuant to the deeds and records on file at the Register of Deeds for Charleston County ("ROD"), the Property Owners hold fee simple title to the State Grant Properties by succession from the 1883 State Grant by the SC General Assembly. The Town further acknowledges that the seaward boundary of each of the State Grant Properties extends to the low water mark of the Atlantic Ocean, as established by the State Grant and confirmed by recorded surveys and deeds. Nothing in this Settlement Agreement shall be construed to limit the Property Owners' title to the low water mark or to grant the Town any fee simple ownership interest in or easements over, across, or upon the State Grant Properties, except to the limited extent expressly provided herein.

2. Rezoning — Relocation of the RS/RC-1 Boundary.

The Town agrees to initiate and diligently pursue the consideration of an amendment to the Official Zoning Map and to the Sullivan's Island Zoning Ordinance to rezone the State Grant Properties as follows:

- (a) The boundary line currently separating the RS, Residential Single-Family District, and the RC-1, Recreation and Conservation Area District, on the State Grant Properties shall be relocated seaward as defined herein.

Grant lots owned by Louise Tabor Robb Rivers, Ann Marie Scott, and B Hunt, LLC, each of whom has a material interest in the outcome of the Appeal and the matters raised therein. As a material term of this Settlement Agreement, and subject to the terms and conditions set forth herein, Louise Tabor Robb Rivers, Ann Marie Scott, and B Hunt, LLC, shall, with the express consent of the Town and the appealing Property Owners, intervene as interested parties in the pending Appeal as necessary to effectuate this Settlement Agreement as to all of the State Grant Properties.

- (b) The new RS/RC-1 boundary line shall be drawn at a location that is fifty (50) feet landward of the ridge of the first (primary) oceanfront sand dune as measured on each of the State Grant Properties at the time the rezoning takes effect (the "New Boundary"). The proposed New Boundary is shown on a survey prepared by a licensed surveyor and attached to, and incorporated as part of, this Settlement Agreement as Exhibit 1.
- (c) The area of each parcel landward of the New Boundary (including all improvements and structures) shall be classified as RS, Residential Single-Family District.
- (d) The area of each parcel seaward of the New Boundary and extending to the low water mark shall remain classified RC-1, subject to the provisions in Section 3 below.

3. Amendment to RC-1 Provisions — Vegetation Trimming Within RC-1 Area.

The Town agrees to initiate and diligently pursue the consideration of an amendment to Article V (RC-1 Area District) of the Sullivan's Island Zoning Ordinance to create an overlay district in the RC-1 area of the State Grant Properties (the "2200 Atlantic Overlay District"). The amendment shall provide, in substance, as follows:

- (a) Within the area of the 2200 Atlantic Overlay District, the Property Owners and their successors and assigns may trim and cut vegetation down to a minimum height of five (5) feet above ground level, without obtaining any permit, approval, or license from the Town and without any requirement to use Town-approved contractors.
- (b) The trimming permission in subsection (a) above applies throughout the calendar year, without seasonal restriction.
- (c) The five-foot minimum height requirement shall be measured from the natural ground surface directly beneath the vegetation being trimmed.
- (d) With the exception of the trimming permission described above, all other RC-1 restrictions shall continue to apply in the 2200 Atlantic Overlay District.
- (e) Within the 2200 Atlantic Overlay District, the Town shall have no responsibilities or rights under this Agreement to trim, thin, plant, or maintain any vegetation.

4. Grant of Easements

Upon the Town's fulfillment of the conditions of effectiveness of this Settlement Agreement, the Property Owners each grant, convey and confirm unto the Town a non-exclusive easement (the "Easements") for pedestrian ingress and egress to, from and over that portion of the State Grant Properties constituting the sandy beach seaward of the base of the primary dune to the low water mark in the Atlantic Ocean (the "Beach Property") (see Exhibit 1). These Easements herein grant the public—including residents and visitors—rights to access, use and enjoy the Beach Property, consistent with applicable law. As an additional provision of the Easements, the Property Owners agree they shall not exclude, obstruct, discourage, or interfere with the public access, use or enjoyment of the Beach Property, and that the Property Owners shall not erect, maintain, or permit any fence, signage, barrier, enforcement action, or other device or conduct having the purpose or effect of excluding or deterring access, use or enjoyment of the Beach Property. Notwithstanding the

foregoing, the provisions of this Settlement Agreement shall not prohibit the Property Owners, or any one of them, from placing "Private Property", "No Trespassing", or similar signs on any portion of the State Grant Properties that is not the Beach Property, provided any such sign is allowed by applicable law and do not suggest the Beach Property is unavailable for public access, use and enjoyment. The Property Owners expressly acknowledge and agree that all ordinances, regulations, rules, and laws of the Town of Sullivan's Island currently in effect, or hereafter enacted and which are not inconsistent with the terms of this Settlement Agreement and that are applicable to beaches or public coastal areas shall be fully applicable to, and enforceable upon, the Beach Property, to the same extent as any other similarly situated beach within the Town.

The Town acknowledges, agrees, and stipulates that the Property Owners may, at their discretion, exclude the public from any and all areas of the 2200 Atlantic Overlay District not constituting the Beach Property as defined above.

5. Conditions to Effectiveness.

Pursuant to South Carolina Code § 6-29-825(D), the terms of this Settlement Agreement will only take effect upon the approval of the terms and execution of the Settlement Agreement by the Town of Sullivan's Island Town Council, in public session; and the approval of the Circuit Court for Charleston County. The approval by the Circuit Court will end the Appeal. The Effectiveness of this Settlement Agreement is further conditioned upon the following:

- (a) Review by the Town's Planning Commission and approval and adoption by the Town Council of all rezoning, zoning map amendments, and ordinance amendments required to implement Sections 2 and 3 of this Settlement Agreement, in form and substance reasonably acceptable to the Property Owners ("Council Approval"). The Town agrees to use best efforts to present the required amendments to the Planning Commission at the Planning Commission meeting following the approval of this Settlement Agreement. Nothing herein shall be interpreted to require the Planning Commission or its members to vote in favor of or against recommending the amendments discussed herein. Additionally, nothing herein shall be interpreted to require Town staff to recommend adoption of any of the amendments discussed herein. Further, Nothing herein shall be interpreted to require the Town Council or its members vote in favor of or against adoption of the amendments discussed herein.
- (b) If Town Council adoption of the items in subsection (a) is not obtained within one hundred twenty (120) days of the date this Settlement Agreement is first executed by any Party, either Party may, but shall not be required to, terminate this Settlement Agreement upon written notice to the other Party, and upon such termination the Appeal shall proceed before the Circuit Court as if this Settlement Agreement had not been executed, with no prejudice to any Party.
- (c) A Court Order allowing the following Property Owners to join in or intervene in the Appeal for purposes of settlement, with the consent of the Parties: (1) Louise Tabor Robb Rivers, owner of 2209 Atlantic Avenue (TMS No. 529-09-00-044), (2) Ann Marie Scott,

owner of 2215 Atlantic Avenue (TMS No. 529-09-00-042), and (3) B Hunt, LLC, owner of 2219 Atlantic Avenue (TMS. No. 529-09-00-041).

6. Dismissal of the Appeal and Recording of this Settlement Agreement.

Upon the occurrence of all conditions in paragraph 5 above, the Property Owners agree to file, or cause to be filed, a voluntary dismissal with prejudice of the Appeal of the Board of Zoning Appeals decision before the Circuit Court. The Parties waive any right to seek costs or attorneys' fees from each other in connection with the Appeal.

This Settlement Agreement will be an attachment to the Circuit Court's Order, which shall provide that it will be filed in the ROD for Charleston County, South Carolina in the chain of title of each of the Properties.

7. No Admission of Liability.

This Settlement Agreement is entered into solely for the purpose of resolving the Appeal and avoiding the expense and uncertainty of litigation. Nothing herein shall be construed as an admission by any Party of any liability, wrongdoing, or the correctness or incorrectness of any legal position taken in the Appeal.

8. Release.

Upon the dismissal of the Appeal pursuant to Section 6, the Property Owners, for themselves and their respective heirs, successors, assigns, agents, and representatives, hereby release and forever discharge the Town, its officers, employees, agents, and representatives, from any and all claims, demands, and causes of action arising out of or related to the Determination and the matters raised in the Appeal that existed as of the date of this Settlement Agreement, except as expressly reserved herein. This release does not affect any future rights of the Property Owners to challenge zoning decisions unrelated to the matters resolved herein.

9. Representations and Warranties.

Each Party represents and warrants that:

- (a) They have full authority to execute and perform this Settlement Agreement;
- (b) This Settlement Agreement has been duly authorized by all necessary action;
- (c) The execution, delivery, and performance of this Settlement Agreement does not violate any applicable law, order, or agreement to which such Party is bound;
- (d) The Town has no fee simple ownership in or to the State Grant Lots.

10. Entire Agreement; Amendment.

This Settlement Agreement constitutes the entire agreement of the Parties with respect to its subject matter and supersedes all prior negotiations, representations, warranties, and understandings of the Parties. This Settlement Agreement may not be amended except by a written instrument signed by authorized representatives of all Parties.

11. Governing Law; Venue.

This Settlement Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina. Any dispute arising hereunder shall be brought exclusively in the courts of Charleston County, South Carolina.

12. Counterparts; Electronic Signatures.

This Settlement Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Electronic or .pdf signatures shall be deemed original signatures for all purposes.

13. Notices.

All notices required or permitted under this Settlement Agreement shall be in writing and delivered by hand, overnight courier, and email with confirmation to:

For Todd and Jessica Aaron and High Tide Production, LLC:

W. Andrew Gowder, Jr., Esq.
Austen & Gowder, LLC
1629 Meeting Street, Suite A, Charleston, SC 29405
andy@austengowder.com

For the Mark Reinhardt Trust:

Justin Price, Esq.
Davis Hartman Wright, LLP
741 Meeting Street, Suite 303, Charleston, SC 29403
justin.price@dhwlegal.com

For Ann Scott and Wells Whaley

Michael Timbes, Esq.
Thurmond Kirchner & Timbes, P.A.
15 Middle Atlantic Wharf, Charleston, SC, 29401
michael@tklawyers.com

Rivers Robb and Louisa Tabor
2209 Atlantic Avenue
Sullivan's Island, SC 29482

For the Town:

Town Administrator / Town Attorney
Town of Sullivan's Island
2056 Middle Street, Sullivan's Island, SC 29482

14. Binding Effect.

This Settlement Agreement, which is to be filed in the ROD, shall be binding on the Town, the Property Owners, and all of their respective heirs, successors, successors in title, assigns, agents, and representatives, and any subsequent owners or possessors.

15. Cooperation. Upon the occurrence of all contingencies discussed herein, the Parties agree to act in good faith and to cooperate fully with each other in carrying out the intent of this Settlement Agreement, and for that purpose agree to execute and deliver any and all additional documents or instruments as may prove reasonably necessary to accomplish that intent.

SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this Settlement Agreement and Release as of the date first written above.

PROPERTY OWNERS:


Todd Aaron (Aug 17, 2026 11:58:26 EDT)

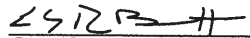
Date: 08/17/26

Todd Aaron


Jessica Aaron (Aug 17, 2026 10:34:39 EDT)

Date: 08/17/26

Jessica Aaron


Edward Bennett (Aug 17, 2026 10:48:28 EDT)

Date: 08/17/20

High Tide Productions, LLC

By: Edward G. R. Bennett, its authorized representative

Date: _____

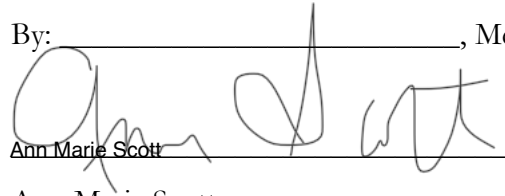
Mark Reinhardt Trust

By: _____, Trustee

_____ Date: _____

B Hunt LLC

By: _____, Member



Ann Marie Scott

Date: 10/15/2026

Ann Marie Scott

_____ Date: _____

Owner, Rivers Robb/ Louisa Tabor

TOWN OF SULLIVAN'S ISLAND:

_____ Date: _____

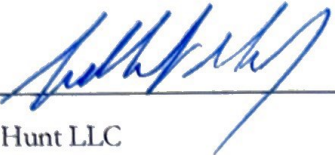
By: _____

Its: Mayor / Authorized Representative

Approved as to form:

_____ Date: _____

Town Attorney



Date: 8-18-2026

B Hunt LLC

By: Wells F. Whaley, Member

Date: _____

Ann Marie Scott

Date: _____

Owner, Rivers Robb/ Louisa Tabor

TOWN OF SULLIVAN'S ISLAND:

Date: _____

By: _____

Its: Mayor / Authorized Representative

Approved as to form:

Date: _____

Town Attorney

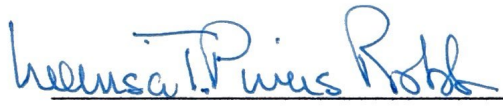
_____ Date: _____

B Hunt LLC

By: _____, Member

_____ Date: _____

Ann Marie Scott

 _____ Date: 8/18/26

Louisa Taber Rivers Robb

 _____ Date: 8/18/26

Nathaniel Heyward Robb, Jr

TOWN OF SULLIVAN'S ISLAND:

_____ Date: _____

By: _____

Its: Mayor / Authorized Representative

Approved as to form:

_____ Date: _____

Town Attorney

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SIGNATURES

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PROPERTY OWNERS:

Todd Aaron Date: _____

Jessica Aaron Date: _____

High Tide Productions, LLC Date: _____

By: _____, its authorized representative



Mark Reinhardt Trust Date: 8/17/26

By: Mark Reinhardt, Trustee

B Hunt LLC Date: _____

TOWN OF SULLIVAN'S ISLAND REZONING APPLICATION

PLANNING AND ZONING DEPARTMENT
2056 MIDDLE STREET
SULLIVAN'S ISLAND, SC 29482
PHONE: 843.883.5727

Property Information

Present Zoning District RS and RC-1 Proposed Zoning District RS and RC-1
Property Address 2209 Atlantic Ave, Sullivan's Island, SC 29482

Current Land Use Residential

Tax Map# <u>529-09-00-044</u>	Area _____	Owner <u>Louisa Robb and Nathaniel Robb, Jr.</u>
Tax Map# _____	Area _____	Owner _____
Tax Map# _____	Area _____	Owner _____
Tax Map# _____	Area _____	Owner _____

Applicant/Owner/Representative

Applicant Louisa Taber Rivers Robb and Nathaniel Heyward

Address 2209 Atlantic Ave, Sullivan's Island, SC 29482

Email ROBBNA@AOL.COM
Phone # (Day) 843-452-6504 Phone # (Night) 843-452-6504

Owner(s) (If different from applicant) _____

Address _____

Email _____

Phone # (Day) _____ Phone # (Night) _____

***PROVIDE ONLY ON THE ONLINE APPLICATION SUBMITTAL**

Representative (If different from applicant) _____

Address _____

Email _____

Phone # (Day) _____ Phone # (Night) _____

I (we) certify that _____ is my (our) authorized representative for my (our) zoning change request.

Louisa Taber Rivers Robb 9/7/26

Signature of Owner(s)* _____ Date _____
(Print Name)

Signature of Applicant and/or _____ Date _____
Representative if different from owner

***Application must be physically signed by owner(s): a digital signature will not suffice**

****\$ NON-REFUNDABLE APPLICATION FEE**

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- A.** The Property Owners are the owners of six lots located on the 2200 block of Atlantic Avenue, Sullivan’s Island, South Carolina, identified by TMS Nos. 529-09-00-041 through 529-09-00-046 as listed above (collectively, the “State Grant Properties”).
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- C.** On October 21, 2025, the Town’s Director of Planning and Zoning issued zoning verification letters determining that the State Grant Properties are “split-zoned,” with a portion of each parcel classified as RC-1, Recreation and Conservation Area District, and a portion of each parcel classified as RS, Residential Single-Family District (the “Determination”).
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¹ The following Property Owners Appealed: (1) Todd Aaron and Jessica Aaron, owners of 2213 Atlantic Avenue (TMS No. 529-09-00-043); (2) High Tide Productions, LLC, owner of 2205 Atlantic Avenue (TMS No. 529-09-00-045); and (3) Mark Reinhardt Trust, owner of 2201 Atlantic Avenue (TMS No. 529-09-00-046). The following Property Owners did not join in the Appeal: (1) Louise Tabor Robb Rivers, owner of 2209 Atlantic Avenue (TMS No. 529-09-00-044); (2) Ann Marie Scott, owner of 2215 Atlantic Avenue (TMS No. 529-09-00-042); and (3) B Hunt, LLC, owner of 2219 Atlantic Avenue (TMS. No. 529-09-00-041). The Town agrees the issues on appeal affect the State

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Grant lots owned by Louise Tabor Robb Rivers, Ann Marie Scott, and B Hunt, LLC, each of whom has a material interest in the outcome of the Appeal and the matters raised therein. As a material term of this Settlement Agreement, and subject to the terms and conditions set forth herein, Louise Tabor Robb Rivers, Ann Marie Scott, and B Hunt, LLC, shall, with the express consent of the Town and the appealing Property Owners, intervene as interested parties in the pending Appeal as necessary to effectuate this Settlement Agreement as to all of the State Grant Properties.

- (b) The new RS/RC-1 boundary line shall be drawn at a location that is fifty (50) feet landward of the ridge of the first (primary) oceanfront sand dune as measured on each of the State Grant Properties at the time the rezoning takes effect (the "New Boundary"). The proposed New Boundary is shown on a survey prepared by a licensed surveyor and attached to, and incorporated as part of, this Settlement Agreement as Exhibit 1.
- (c) The area of each parcel landward of the New Boundary (including all improvements and structures) shall be classified as RS, Residential Single-Family District.
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Pursuant to South Carolina Code § 6-29-825(D), the terms of this Settlement Agreement will only take effect upon the approval of the terms and execution of the Settlement Agreement by the Town of Sullivan's Island Town Council, in public session; and the approval of the Circuit Court for Charleston County. The approval by the Circuit Court will end the Appeal. The Effectiveness of this Settlement Agreement is further conditioned upon the following:

- (a) Review by the Town's Planning Commission and approval and adoption by the Town Council of all rezoning, zoning map amendments, and ordinance amendments required to implement Sections 2 and 3 of this Settlement Agreement, in form and substance reasonably acceptable to the Property Owners ("Council Approval"). The Town agrees to use best efforts to present the required amendments to the Planning Commission at the Planning Commission meeting following the approval of this Settlement Agreement. Nothing herein shall be interpreted to require the Planning Commission or its members to vote in favor of or against recommending the amendments discussed herein. Additionally, nothing herein shall be interpreted to require Town staff to recommend adoption of any of the amendments discussed herein. Further, Nothing herein shall be interpreted to require the Town Council or its members vote in favor of or against adoption of the amendments discussed herein.
- (b) If Town Council adoption of the items in subsection (a) is not obtained within one hundred twenty (120) days of the date this Settlement Agreement is first executed by any Party, either Party may, but shall not be required to, terminate this Settlement Agreement upon written notice to the other Party, and upon such termination the Appeal shall proceed before the Circuit Court as if this Settlement Agreement had not been executed, with no prejudice to any Party.
- (c) A Court Order allowing the following Property Owners to join in or intervene in the Appeal for purposes of settlement, with the consent of the Parties: (1) Louise Tabor Robb Rivers, owner of 2209 Atlantic Avenue (TMS No. 529-09-00-044), (2) Ann Marie Scott,

owner of 2215 Atlantic Avenue (TMS No. 529-09-00-042), and (3) B Hunt, LLC, owner of 2219 Atlantic Avenue (TMS. No. 529-09-00-041).

6. Dismissal of the Appeal and Recording of this Settlement Agreement.

Upon the occurrence of all conditions in paragraph 5 above, the Property Owners agree to file, or cause to be filed, a voluntary dismissal with prejudice of the Appeal of the Board of Zoning Appeals decision before the Circuit Court. The Parties waive any right to seek costs or attorneys' fees from each other in connection with the Appeal.

This Settlement Agreement will be an attachment to the Circuit Court's Order, which shall provide that it will be filed in the ROD for Charleston County, South Carolina in the chain of title of each of the Properties.

7. No Admission of Liability.

This Settlement Agreement is entered into solely for the purpose of resolving the Appeal and avoiding the expense and uncertainty of litigation. Nothing herein shall be construed as an admission by any Party of any liability, wrongdoing, or the correctness or incorrectness of any legal position taken in the Appeal.

8. Release.

Upon the dismissal of the Appeal pursuant to Section 6, the Property Owners, for themselves and their respective heirs, successors, assigns, agents, and representatives, hereby release and forever discharge the Town, its officers, employees, agents, and representatives, from any and all claims, demands, and causes of action arising out of or related to the Determination and the matters raised in the Appeal that existed as of the date of this Settlement Agreement, except as expressly reserved herein. This release does not affect any future rights of the Property Owners to challenge zoning decisions unrelated to the matters resolved herein.

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Each Party represents and warrants that:

- (a) They have full authority to execute and perform this Settlement Agreement;
- (b) This Settlement Agreement has been duly authorized by all necessary action;
- (c) The execution, delivery, and performance of this Settlement Agreement does not violate any applicable law, order, or agreement to which such Party is bound;
- (d) The Town has no fee simple ownership in or to the State Grant Lots.

10. Entire Agreement; Amendment.

This Settlement Agreement constitutes the entire agreement of the Parties with respect to its subject matter and supersedes all prior negotiations, representations, warranties, and understandings of the Parties. This Settlement Agreement may not be amended except by a written instrument signed by authorized representatives of all Parties.

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This Settlement Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina. Any dispute arising hereunder shall be brought exclusively in the courts of Charleston County, South Carolina.

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W. Andrew Gowder, Jr., Esq.
Austen & Gowder, LLC
1629 Meeting Street, Suite A, Charleston, SC 29405
andy@austengowder.com

For the Mark Reinhardt Trust:

Justin Price, Esq.
Davis Hartman Wright, LLP
741 Meeting Street, Suite 303, Charleston, SC 29403
justin.price@dhwlegal.com

For Ann Scott and Wells Whaley

Michael Timbes, Esq.
Thurmond Kirchner & Timbes, P.A.
15 Middle Atlantic Wharf, Charleston, SC, 29401
michael@tklawyers.com

Rivers Robb and Louisa Tabor
2209 Atlantic Avenue
Sullivan's Island, SC 29482

For the Town:

Town Administrator / Town Attorney
Town of Sullivan's Island
2056 Middle Street, Sullivan's Island, SC 29482

14. Binding Effect.

This Settlement Agreement, which is to be filed in the ROD, shall be binding on the Town, the Property Owners, and all of their respective heirs, successors, successors in title, assigns, agents, and representatives, and any subsequent owners or possessors.

15. Cooperation. Upon the occurrence of all contingencies discussed herein, the Parties agree to act in good faith and to cooperate fully with each other in carrying out the intent of this Settlement Agreement, and for that purpose agree to execute and deliver any and all additional documents or instruments as may prove reasonably necessary to accomplish that intent.

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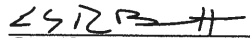
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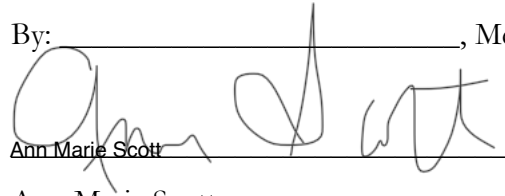
Mark Reinhardt Trust

By: _____, Trustee

_____ Date: _____

B Hunt LLC

By: _____, Member



Ann Marie Scott

Date: 10/15/2026

Ann Marie Scott

_____ Date: _____

Owner, Rivers Robb/ Louisa Tabor

TOWN OF SULLIVAN'S ISLAND:

_____ Date: _____

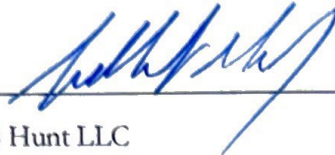
By: _____

Its: Mayor / Authorized Representative

Approved as to form:

_____ Date: _____

Town Attorney



Date: 8-18-2026

B Hunt LLC

By: Wells F. Whaley, Member

Date: _____

Ann Marie Scott

Date: _____

Owner, Rivers Robb/ Louisa Tabor

TOWN OF SULLIVAN'S ISLAND:

Date: _____

By: _____

Its: Mayor / Authorized Representative

Approved as to form:

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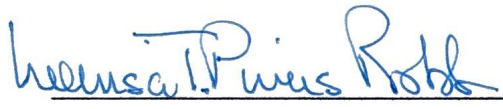
_____ Date: _____

B Hunt LLC

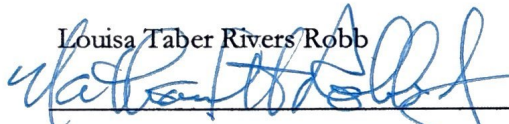
By: _____, Member

_____ Date: _____

Ann Marie Scott

 _____ Date: 8/18/26

Louisa Taber Rivers Robb

 _____ Date: 8/18/26

Nathaniel Heyward Robb, Jr

TOWN OF SULLIVAN'S ISLAND:

_____ Date: _____

By: _____

Its: Mayor / Authorized Representative

Approved as to form:

_____ Date: _____

Town Attorney

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PROPERTY OWNERS:

Todd Aaron Date: _____

Jessica Aaron Date: _____

High Tide Productions, LLC Date: _____

By: _____, its authorized representative



Mark Reinhardt Trust Date: 8/17/26

By: Mark Reinhardt, Trustee

B Hunt LLC Date: _____

TOWN OF SULLIVAN'S ISLAND REZONING APPLICATION

PLANNING AND ZONING DEPARTMENT
2056 MIDDLE STREET
SULLIVAN'S ISLAND, SC 29482
PHONE: 843.883.5727

Property Information

Present Zoning District RS and RC-1 Proposed Zoning District RS and RC-1

Property Address 2219 Atlantic Ave, Sullivan's Island, SC 29482

Current Land Use Residential

Tax Map# <u>529-09-00-041</u>	Area _____	Owner <u>B Hunt, LLC</u>
Tax Map# _____	Area _____	Owner _____
Tax Map# _____	Area _____	Owner _____
Tax Map# _____	Area _____	Owner _____

Applicant/Owner/Representative

Applicant B Hunt, LLC

Address 2219 Atlantic Ave, Sullivan's Island, SC 29482

Email _____
Phone # (Day) _____ Phone # (Night) _____

Owner(s) (If different from applicant) _____

Address _____

Email _____

Phone # (Day) _____ Phone # (Night) _____

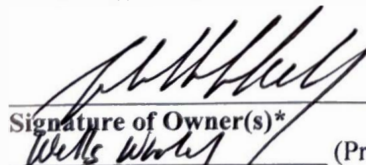
***PROVIDE ONLY ON THE ONLINE APPLICATION SUBMITTAL**

Representative (If different from applicant) _____

Address _____

Email _____
Phone # (Day) _____ Phone # (Night) _____

I (we) certify that _____ is my (our) authorized representative for my (our) zoning change request.


Signature of Owner(s)* _____
Wells W. W. W. (Print Name)
Date 7/8/2026

Signature of Applicant and/or
Representative if different from owner Date _____

***Application must be physically signed by owner(s): a digital signature will not suffice**

****\$ NON-REFUNDABLE APPLICATION FEE**

*****REZONING SIGNS ARE POSTED BY TOWN STAFF**

******BE AWARE OF SCAMS: THE TOWN WILL NEVER REQUEST A WIRE TRANSFER**

SETTLEMENT AGREEMENT AND RELEASE, AND EASEMENT

This Settlement Agreement and Release ("Settlement Agreement") is entered into as of the 17 day of August, 2026, by and between:

- (1) Todd Aaron and Jessica Aaron, owners of 2213 Atlantic Avenue (TMS No. 529-09-00-043);
- (2) High Tide Productions, LLC, owner of 2205 Atlantic Avenue (TMS No. 529-09-00-045);
- (3) Mark Reinhardt Trust, owner of 2201 Atlantic Avenue (TMS No. 529-09-00-046);
- (4) Louise Tabor Robb Rivers, owner of 2209 Atlantic Avenue (TMS No. 529-09-00-044),
- (5) Ann Marie Scott, owner of 2215 Atlantic Avenue (TMS No. 529-09-00-042), and
- (6) B Hunt, LLC, owner of 2219 Atlantic Avenue (TMS No. 529-09-00-041)

(collectively, the "Property Owners").

The Town of Sullivan's Island, South Carolina, a municipal corporation (the "Town").

The Property Owners and the Town are referred to collectively herein as the "Parties" and individually as a "Party".

RECITALS

A. The Property Owners are the owners of six lots located on the 2200 block of Atlantic Avenue, Sullivan's Island, South Carolina, identified by TMS Nos. 529-09-00-041 through 529-09-00-046 as listed above (collectively, the "State Grant Properties").

B. The State Grant Properties are derived from an 1883 grant by the South Carolina General Assembly to Robert Chisholm (the "State Grant"), which explicitly delineated the seaward boundary of the conveyed land as the low water mark on the south or beach side of Sullivan's Island. All subsequent recorded surveys and deeds for the State Grant Properties state that the seaward boundary of each parcel extends to the low water mark of the Atlantic Ocean.

C. On October 21, 2025, the Town's Director of Planning and Zoning issued zoning verification letters determining that the State Grant Properties are "split-zoned," with a portion of each parcel classified as RC-1, Recreation and Conservation Area District, and a portion of each parcel classified as RS, Residential Single-Family District (the "Determination").

D. On November 5, 2025, certain Property Owners¹ timely filed a Notice of Appeal and Appeal Brief before the Board of Zoning Appeals challenging the Determination (the "Appeal").

¹ The following Property Owners Appealed: (1) Todd Aaron and Jessica Aaron, owners of 2213 Atlantic Avenue (TMS No. 529-09-00-043); (2) High Tide Productions, LLC, owner of 2205 Atlantic Avenue (TMS No. 529-09-00-045); and (3) Mark Reinhardt Trust, owner of 2201 Atlantic Avenue (TMS No. 529-09-00-046). The following Property Owners did not join in the Appeal: (1) Louise Tabor Robb Rivers, owner of 2209 Atlantic Avenue (TMS No. 529-09-00-044); (2) Ann Marie Scott, owner of 2215 Atlantic Avenue (TMS No. 529-09-00-042); and (3) B Hunt, LLC, owner of 2219 Atlantic Avenue (TMS. No. 529-09-00-041). The Town agrees the issues on appeal affect the State

E. The Appeal was heard by the BZA on December 11, 2025, and the BZA affirmed the Determination unanimously.

F. On March 13, 2026, the Parties participated in mediation.

G. The Parties have now reached a settlement of the issues raised in the Appeal and desire to memorialize their settlement, which, as explained below, is contingent on the occurrence of several conditions, and to avoid the time, expense, and uncertainty of further administrative and judicial proceedings.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Acknowledgment of State Grant Title.

The Town hereby acknowledges that pursuant to the deeds and records on file at the Register of Deeds for Charleston County ("ROD"), the Property Owners hold fee simple title to the State Grant Properties by succession from the 1883 State Grant by the SC General Assembly. The Town further acknowledges that the seaward boundary of each of the State Grant Properties extends to the low water mark of the Atlantic Ocean, as established by the State Grant and confirmed by recorded surveys and deeds. Nothing in this Settlement Agreement shall be construed to limit the Property Owners' title to the low water mark or to grant the Town any fee simple ownership interest in or easements over, across, or upon the State Grant Properties, except to the limited extent expressly provided herein.

2. Rezoning — Relocation of the RS/RC-1 Boundary.

The Town agrees to initiate and diligently pursue the consideration of an amendment to the Official Zoning Map and to the Sullivan's Island Zoning Ordinance to rezone the State Grant Properties as follows:

- (a) The boundary line currently separating the RS, Residential Single-Family District, and the RC-1, Recreation and Conservation Area District, on the State Grant Properties shall be relocated seaward as defined herein.

Grant lots owned by Louise Tabor Robb Rivers, Ann Marie Scott, and B Hunt, LLC, each of whom has a material interest in the outcome of the Appeal and the matters raised therein. As a material term of this Settlement Agreement, and subject to the terms and conditions set forth herein, Louise Tabor Robb Rivers, Ann Marie Scott, and B Hunt, LLC, shall, with the express consent of the Town and the appealing Property Owners, intervene as interested parties in the pending Appeal as necessary to effectuate this Settlement Agreement as to all of the State Grant Properties.

- (b) The new RS/RC-1 boundary line shall be drawn at a location that is fifty (50) feet landward of the ridge of the first (primary) oceanfront sand dune as measured on each of the State Grant Properties at the time the rezoning takes effect (the "New Boundary"). The proposed New Boundary is shown on a survey prepared by a licensed surveyor and attached to, and incorporated as part of, this Settlement Agreement as Exhibit 1.
- (c) The area of each parcel landward of the New Boundary (including all improvements and structures) shall be classified as RS, Residential Single-Family District.
- (d) The area of each parcel seaward of the New Boundary and extending to the low water mark shall remain classified RC-1, subject to the provisions in Section 3 below.

3. Amendment to RC-1 Provisions — Vegetation Trimming Within RC-1 Area.

The Town agrees to initiate and diligently pursue the consideration of an amendment to Article V (RC-1 Area District) of the Sullivan's Island Zoning Ordinance to create an overlay district in the RC-1 area of the State Grant Properties (the "2200 Atlantic Overlay District"). The amendment shall provide, in substance, as follows:

- (a) Within the area of the 2200 Atlantic Overlay District, the Property Owners and their successors and assigns may trim and cut vegetation down to a minimum height of five (5) feet above ground level, without obtaining any permit, approval, or license from the Town and without any requirement to use Town-approved contractors.
- (b) The trimming permission in subsection (a) above applies throughout the calendar year, without seasonal restriction.
- (c) The five-foot minimum height requirement shall be measured from the natural ground surface directly beneath the vegetation being trimmed.
- (d) With the exception of the trimming permission described above, all other RC-1 restrictions shall continue to apply in the 2200 Atlantic Overlay District.
- (e) Within the 2200 Atlantic Overlay District, the Town shall have no responsibilities or rights under this Agreement to trim, thin, plant, or maintain any vegetation.

4. Grant of Easements

Upon the Town's fulfillment of the conditions of effectiveness of this Settlement Agreement, the Property Owners each grant, convey and confirm unto the Town a non-exclusive easement (the "Easements") for pedestrian ingress and egress to, from and over that portion of the State Grant Properties constituting the sandy beach seaward of the base of the primary dune to the low water mark in the Atlantic Ocean (the "Beach Property") (see Exhibit 1). These Easements herein grant the public—including residents and visitors—rights to access, use and enjoy the Beach Property, consistent with applicable law. As an additional provision of the Easements, the Property Owners agree they shall not exclude, obstruct, discourage, or interfere with the public access, use or enjoyment of the Beach Property, and that the Property Owners shall not erect, maintain, or permit any fence, signage, barrier, enforcement action, or other device or conduct having the purpose or effect of excluding or deterring access, use or enjoyment of the Beach Property. Notwithstanding the

foregoing, the provisions of this Settlement Agreement shall not prohibit the Property Owners, or any one of them, from placing "Private Property", "No Trespassing", or similar signs on any portion of the State Grant Properties that is not the Beach Property, provided any such sign is allowed by applicable law and do not suggest the Beach Property is unavailable for public access, use and enjoyment. The Property Owners expressly acknowledge and agree that all ordinances, regulations, rules, and laws of the Town of Sullivan's Island currently in effect, or hereafter enacted and which are not inconsistent with the terms of this Settlement Agreement and that are applicable to beaches or public coastal areas shall be fully applicable to, and enforceable upon, the Beach Property, to the same extent as any other similarly situated beach within the Town.

The Town acknowledges, agrees, and stipulates that the Property Owners may, at their discretion, exclude the public from any and all areas of the 2200 Atlantic Overlay District not constituting the Beach Property as defined above.

5. Conditions to Effectiveness.

Pursuant to South Carolina Code § 6-29-825(D), the terms of this Settlement Agreement will only take effect upon the approval of the terms and execution of the Settlement Agreement by the Town of Sullivan's Island Town Council, in public session; and the approval of the Circuit Court for Charleston County. The approval by the Circuit Court will end the Appeal. The Effectiveness of this Settlement Agreement is further conditioned upon the following:

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For the Mark Reinhardt Trust:

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justin.price@dhwlegal.com

For Ann Scott and Wells Whaley

Michael Timbes, Esq.
Thurmond Kirchner & Timbes, P.A.
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michael@tklawyers.com

Rivers Robb and Louisa Tabor
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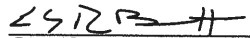
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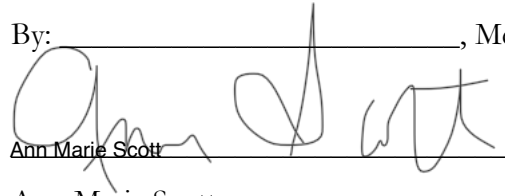
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By: _____, Trustee

_____ Date: _____

B Hunt LLC

By: _____, Member



Ann Marie Scott

Date: 10/15/2026

Ann Marie Scott

_____ Date: _____

Owner, Rivers Robb/ Louisa Tabor

TOWN OF SULLIVAN'S ISLAND:

_____ Date: _____

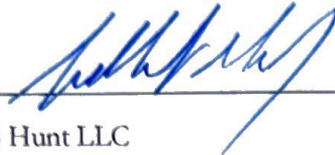
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_____ Date: _____

Town Attorney



Date: 8-18-2026

B Hunt LLC

By: Wells F. Whaley, Member

Date: _____

Ann Marie Scott

Date: _____

Owner, Rivers Robb/ Louisa Tabor

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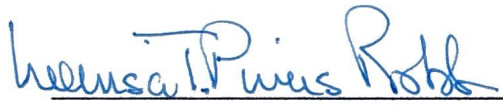
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High Tide Productions, LLC Date: _____

By: _____, its authorized representative



Mark Reinhardt Trust Date: 8/17/26

By: Mark Reinhardt, Trustee

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