

**RECEIVED**

**Jan 16 2025**

S.C. SUPREME COURT

# **EXHIBIT A**

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF GEORGETOWN )

**SETTLEMENT AGREEMENT**

This SETTLEMENT AGREEMENT (the "Agreement") is executed to be effective as the 15<sup>th</sup> day of January, 2025 (the "Effective Date"), by and between **MAC Coastal Properties, Inc.** ("MAC Coastal") and **Shoestring Retreat, LLC** ("Shoestring"). MAC Coastal and Shoestring are collectively referred to as the "Parties" and each, individually, as a "Party."

**RECITALS:**

WHEREAS, Shoestring is the owner of real property located at 183 Summertime Lane in Pawley's Island in Georgetown County, South Carolina, which is depicted on the representation attached hereto as Exhibit A (the "Property");

WHEREAS, MAC Coastal owns 3 of the 13 ownership intervals in the property located at 186 Parker Drive at Pawley's Island in Georgetown County, South Carolina, which is depicted on the representation attached hereto as Exhibit A (the "MAC Coastal Property");

WHEREAS, on January 21, 2020, MAC Coastal, as plaintiff, brought an action in the Georgetown County, South Carolina Court of Common Pleas, Case No. 2020-CP-22-00072, against Georgetown County, which was subsequently amended to leave Shoestring as the sole defendant pursuant to MAC Coastal's Third Amended Complaint, seeking to enjoin certain activities and to enforce certain covenants and restrictions that appear in the chain of title to the Property (together with all subsequent findings and opinions, including those in Appellate Case No. 2024-001817, the "Action");

WHEREAS, on March 23, 2022, the Honorable Joe M. Crosby, Master-in-Equity for Georgetown County, South Carolina entered a Final Order in the Action;

WHEREAS, the Parties each appealed this Final Order to the South Carolina Court of Appeals, which issued an opinion on July 31, 2024. The Court of Appeals held that certain deed restrictions and covenants are part of a common plan or scheme and are enforceable by MAC Coastal against Shoestring;

WHEREAS, during the pendency of the appeal, Shoestring constructed a single-family residence on the Property;

WHEREAS, on December 2, 2024, Shoestring filed a Petition for Writ of Certiorari with the South Carolina Supreme Court;

WHEREAS, the Parties continue to disagree regarding the applicability of certain deed restrictions and covenants on the Property, including certain deed setback requirements and whether the location of certain improvements on the Property are in violation thereof; and

WHEREAS, the Parties wish to avoid further expenses and litigation, to fully and finally resolve the disputed issues between them, and to memorialize their settlement and final agreement on the terms and conditions set forth herein.

NOW THEREFORE, for and in consideration of the mutual promises contained herein, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed by and between MAC Coastal and Shoestring as follows:

1. Release of Enforcement Rights. MAC Coastal, on behalf of itself and each of its members, all owners of interval interests in the MAC Coastal Property and any association thereof, all predecessors in interest and all successors and assigns in interest, hereby releases, waives, forfeits and forever relinquishes all rights to enforce against the Property or Shoestring any restrictions or covenants directly or indirectly affecting the Property contained in any deeds mentioned or referred to in the Action or appearing in the chain of title to the Property. MAC Coastal will provide to Shoestring written evidence of the necessary and appropriate approval and release by each of the interval owners of the MAC Coastal Property in the form attached hereto as Exhibit B. Shoestring's receipt of this written evidence is a condition to disbursement of the Settlement Payment (defined below) to MAC Coastal as described in Paragraph 2. MAC Coastal further represents and covenants that it will not solicit, encourage, assist, support or otherwise aid any other person or entity to seek enforcement of any such deed restriction or covenant.

2. Payment. Within five (5) days following the Effective Date, Shoestring will pay the sum of [REDACTED] (the "Settlement Payment") to the trust account of MAC Coastal's attorney, to be held in such trust account until all of the conditions described in paragraphs 1, 3 and 8 of this Agreement have been met. MAC Coastal understands and agrees that its counsel shall provide information to Shoestring and its representatives necessary to complete this transfer, which may include banking and wire transfer information. Upon receiving written acknowledgement from both Parties that all of the conditions in this Agreement have been satisfied, MAC Coastal's attorney shall disburse such funds to MAC Coastal or as otherwise instructed by MAC Coastal.

3. Request to Dismiss Petition & Vacate Opinions. Shoestring will prepare a joint request: (a) to dismiss the Petition for Writ of Certiorari with the South Carolina Supreme Court; (b) to vacate the opinion of the South Carolina Court of Appeals issued on July 31, 2024; and (c) to vacate the Final Order of the Master-in-Equity issued on March 23, 2022 and to close any further proceedings in such action. Both Parties will cooperate and use commercially reasonable efforts to achieve these results. Filing of this joint request is a condition to disbursement of the Settlement Payment to MAC Coastal as described in Paragraph 2 and will be filed within five (5) days following the Effective Date.

4. Covenant Not to Discuss or Publish. Each of the Parties represents and covenants that it will not, and will not permit or encourage any of its owners, members, affiliates, or (with respect to MAC Coastal) other owners of interval interests in the MAC Coastal Property, to make any public statement or enter into any discussion regarding the other Party, its property or owners or the subject matter or details of the Action in any public fashion including, but not limited to, the press, social media, any public gatherings or meetings or other public venues. Each Party may be

irreparably harmed by a breach of this provision and the other Party may seek injunctive relief to enforce this covenant, without the requirement of posting a bond or other security.

5. Release of Shoestring and Covenant Not to Sue. Except for the obligations created by this Agreement, MAC Coastal, on behalf of itself and its members, owners, officers, directors, agents, partners, attorneys, representatives, affiliates, related companies, and each of their successors and assigns, as well as the association of the owners of interval interests in the MAC Coastal Property and agents thereof: (a) releases, absolves, acquits and forever discharges Shoestring, its members and each of their agents, successors and assigns, from any and all judgments, executions, claims, demands, liabilities, damages, obligations, debts, accountings, bonds, warranties, representations, covenants, promises, contracts, controversies, agreements, expenses, actions and causes of action of any nature whatsoever, whether at law or in equity, either now accrued or hereafter maturing and whether known or unknown, which MAC Coastal may now have or hereafter shall or may have by reason of any matter, cause or thing, through the date of this Agreement including, without limitation, any of the foregoing in connection with or relating to the Action, the origination, administration or funding thereof, the subject matter of the Action and the events, conduct, circumstances, actions or inactions, or transactions relating in any way to the Action, and any claims arising from or related to the Property or that could have been raised in the Action, as well as any actions or claims arising out of any other relationship, agreement, or transaction between the Parties and any of their respective agents, heirs, successors, and assigns, it being the intent of the Parties that this Agreement is a FULL and GENERAL RELEASE of Shoestring; and (b) shall forever refrain and forbear, other than for the purpose of enforcing the terms and conditions of this Agreement, from commencing, instituting, or prosecuting any litigation, action, or proceeding (judicial, administrative, or otherwise) and from attempting to enforce any of the claims or causes of action which are being released and discharged herein as against Shoestring. This release will be automatically effective without further action by either Party upon disbursement of the Settlement Payment as described in Paragraph 2. MAC Coastal represents that it fully understands the full meaning and import of this release.

6. Release of MAC Coastal and Covenant Not to Sue. Except for the obligations created by this Agreement, Shoestring, on behalf of itself and its members, owners, officers, directors, agents, partners, attorneys, representatives, affiliates, related companies, and each of their successors and assigns: (a) releases, absolves, acquits and forever discharges MAC Coastal, its members and each of their agents, successors and assigns, as well as the owners of interval interests in MAC Coastal, from any and all judgments, executions, claims, demands, liabilities, damages, obligations, debts, accountings, bonds, warranties, representations, covenants, promises, contracts, controversies, agreements, expenses, actions and causes of action of any nature whatsoever, whether at law or in equity, either now accrued or hereafter maturing and whether known or unknown, which Shoestring may now have or hereafter shall or may have by reason of any matter, cause or thing, through the date of this Agreement including, without limitation, any of the foregoing in connection with or relating to the Action, the subject matter of the Action and the events, conduct, circumstances, actions or inactions, or transactions relating in any way to the Action, and any claims arising from or related to the Property or that could have been raised in the Action, as well as any actions or claims arising out of any other relationship, agreement, or transaction between the Parties and any of their respective agents, heirs, successors, and assigns, it being the intent of the Parties that this Agreement is a FULL and GENERAL RELEASE of MAC

Coastal and the owners of interval interests in MAC Coastal; and (b) shall forever refrain and forbear, other than for the purpose of enforcing the terms and conditions of this Agreement, from commencing, instituting, or prosecuting any litigation, action, or proceeding (judicial, administrative, or otherwise) and from attempting to enforce any of the claims or causes of action which are being released and discharged herein as against MAC Coastal and the owners of interval interests in MAC Coastal. This release will be automatically effective without further action by either Party upon disbursement of the Settlement Payment as described in Paragraph 2. Shoestring represents that it fully understands the full meaning and import of this release.

7. Default. If either Party defaults in the performance of any obligations or responsibilities hereunder, the other Party may seek legal recourse in an expedited fashion in accordance with the following agreed upon rules: (a) the non-defaulting Party may seek injunctive relief without the requirement of posting a bond or other security; (b) the defaulting Party waives notice of any kind, presentment, and any other applicable demand, notice and protest; (c) the defaulting Party irrevocably and absolutely waives all right to a trial by jury; (d) the non-defaulting Party may file a copy of this provision with any court as written evidence of the knowing, voluntary and bargained agreement of the Parties; (e) no waiver by non-defaulting Party of a breach or a default shall be deemed a waiver of a subsequent breach or default; and (f) this provision may not be orally amended or waived. The Parties' intention that this provision be given full effect in any court is a material term of this Agreement.

8. Recordation and Confidentiality. Simultaneous with the execution hereof, the Parties shall execute a Memorandum of this Agreement in the form attached hereto as Exhibit C, which shall be recorded in Georgetown County, South Carolina in order to put any successors in interest on notice of the waiver of the rights contained in Paragraph 1. Such Memorandum will be recorded within five (5) days following the Effective Date. Recordation of the Memorandum is a condition to disbursement of the Settlement Payment under Paragraph 2. Otherwise, all terms and conditions of the Agreement shall be kept confidential and shall not be disclosed by either Party to any third party, except to their professional advisors who have an immediate need for such information in order to provide them with services (i.e., attorneys and accountants).

9. Representations and Warranties. As an inducement to enter into this Agreement, each of the Parties represents and warrants to the other that: (a) it has the sole right and exclusive authority to enter into this Agreement, and no person or entity associated or affiliated in any way with it has or claims to have any interest in or to any of the rights that are the subject of this Agreement; (b) it has taken all necessary corporate and internal legal actions to duly approve the making and performance of this Agreement; (c) it has read this entire Agreement and knows the contents hereof, the terms hereof are contractual and not merely recitals, and it has signed this Agreement of its own free act; (d) in making this Agreement, it has obtained the advice of legal counsel; and (e) it has not assigned, licensed or granted to any third party any of the rights that are the subject of this Agreement, any of the claims that are the subject of the releases or covenants contained herein, or any interest therein.

10. Unexpected or Unknown Occurrences. It is expressly agreed by MAC Coastal and Shoestring that each party bears the risk of any mistake or unexpected development, occurrence, or eventuality of any nature occurring at any time relating to the facts, transactions and

circumstances involved in, arising out of, or in connection with the Action and any matters related thereto or otherwise. MAC Coastal and Shoestring mutually acknowledge and agree that, despite any such mistake or unexpected development, occurrence, or eventuality, this Agreement is not subject to termination or revision and shall operate as a full, complete, and binding release as between MAC Coastal and Shoestring.

11. Entire Agreement. The Parties acknowledge and agree that this Agreement, including any attached exhibits, constitutes the entire agreement between the Parties with respect to the subject matter hereof; that no promise or other inducement has been made except as expressly set forth herein; that this Agreement supersedes any other communications and understandings with respect to the subject matter hereof; and that no representations or agreements, oral or otherwise, among the Parties not included herein are of any force and effect. The Recitals are incorporated into the terms of this Agreement in full.

12. Construction of Agreement. Each of the Parties has participated in the drafting of this Agreement after consulting with counsel, and the language of this Agreement shall therefore not be presumptively construed either in favor of or against either of the Parties.

13. Purpose and Effect of Agreement. This Agreement is being entered into in compromise of disputed claims, and nothing contained herein shall be deemed or construed to be an admission or acknowledgment of liability by either Party.

14. Severability. Each provision of this Agreement is intended to be severable. If any term or provision is held to be invalid, void, or unenforceable by a court of competent jurisdiction for any reason whatsoever, such ruling shall not affect the remainder of this Agreement; provided, however, such court shall interpret the remainder of this Agreement to give effect to the Parties' original intentions and bargained for agreement as expressed herein.

15. Tax Liability. The Parties agree that they take no position with respect to any taxability issues or consequences arising out of, or under, the terms of this Agreement. The Parties acknowledge that they will seek independent tax advice regarding the tax implications arising out of, or under, the terms of this Agreement, and no tax advice was given by their respective counsel in reaching this Agreement. Neither Party will have any liability or responsibility for any tax effects of this Agreement on the other Party or its affiliates.

16. Amendments. No amendment, alteration, modification or variation of this Agreement shall be valid or binding unless set forth in a further written agreement executed by both Parties.

17. Governing Law and Forum. The laws of the State of South Carolina shall govern the interpretation and performance of this Agreement should any dispute arise concerning or related to this Agreement. The Parties hereby consent to the exclusive jurisdiction and venue of the State Court of Georgetown County, South Carolina, for adjudication of all disputes. The Parties consent to personal jurisdiction in such court and waive any objection based on personal jurisdiction grounds or the doctrine of *forum non conveniens*.

18. Counterpart Signatures. This Agreement may be signed in one or more counterparts, each of which will be deemed an original hereof for all purposes, and all of which, taken together, shall be deemed to constitute but one agreement. Signed counterparts of this Agreement transmitted via PDF attached to an email shall be deemed an equivalent to a signed original of this Agreement.

19. Captions and Titles. The captions and titles contained in this Agreement are inserted herein only as a matter of convenience and for reference and in no way define, limit, extend, or describe the scope of this Agreement or the intent of any provision hereof.

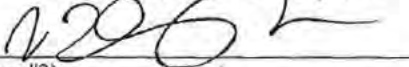
[signatures appear on following page]

WE HAVE CAREFULLY READ THIS SETTLEMENT AGREEMENT AND UNDERSTAND THE CONTENTS THEREOF AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS AS OUR OWN FREE ACT AS EVIDENCED BY THE SIGNATURES OF OUR DULY AUTHORIZED REPRESENTATIVES SET FORTH BELOW.

MAC COASTAL PROPERTIES, LLC

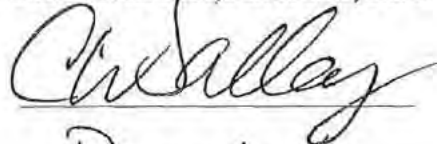


(Witness #1) Tobias G. Lodge, Jr.



(Witness #2) J. Derrick Jackson

By:



Its:

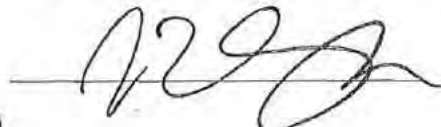
President

STATE OF South Carolina

COUNTY OF Richland

Before me, the undersigned authority, a Notary Public in and for the State and County aforesaid, personally appeared Charles Salley, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged himself to be the President of MAC Coastal Properties, Inc., the within named bargainer, a South Carolina corporation, and that CS, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such officer.

WITNESS my hand and Official Seal at office in said State and County this 28 day of December, 2024.



My commission expires: 7-21-2032



SHOESTRING RETREAT, LLC

[Signature]  
(Witness #1)

By: [Signature]

[Signature]  
(Witness #2)

Its: PRESIDENT.

STATE OF Tennessee

COUNTY OF Knox

Before me, the undersigned authority, a Notary Public in and for the State and County aforesaid, personally appeared **Robert T. McManus**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged himself to be the President of **Shoestring Retreat, LLC**, the within named bargainor, a Tennessee limited liability company, and that he, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by himself as such officer.

WITNESS my hand and Official Seal at office in said State and County this 13th day of January, 2025.

[Signature]

My commission expires: 02/02/2025



**EXHIBIT A**

**183 Summertime Lane and 186 Parker Drive  
Pawleys Island, South Carolina**



**EXHIBIT B**

**CONSENT TO ENTER INTO SETTLEMENT AGREEMENT & RELEASE**

WE THE UNDERSIGNED, being each and every interval owner of the real property known as Lot B, Block 2-S, North Litchfield Beach, located at 186 Parker Drive, Pawleys Island, South Carolina, hereby authorize, empower and direct MAC Coastal Properties, Inc. ("MAC Coastal"), on behalf of the undersigned and any association and agents thereof, and all predecessors in interest and all successors and assigns in interest, to enter into and sign a settlement agreement with Shoestring Retreat, LLC ("Shoestring"), as owner of the property located at 183 Summertime Lane, Pawleys Island, South Carolina (the "Property"), which shall: (a) resolve all claims and disputes between the property owners including those in connection with that certain action filed in the Georgetown County, South Carolina Court of Common Pleas, Case No. 2020-CP-22-00072 (the "Action"); (b) release any and all rights to enforce any restrictions or covenants contained in any deeds mentioned or referred to in the Action or appearing in the chain of title to the Property; and (c) release any and all other claims, demands, liabilities and obligations, all of which are ratified, approved and consented to in all respects. Additionally, each of the undersigned, on its own behalf, hereby: (i) releases, waives, forfeits and forever relinquishes all rights, if any, to enforce any restrictions or covenants contained in any deeds mentioned or referred to in the Action or appearing in the chain of title to the Property; (ii) represents and covenants that it will not, and will not permit or encourage any of its owners, members or affiliates to make any public statement or enter into any discussion regarding Shoestring, its property or owners, or the subject matter or details of the Action in any public fashion including, but not limited to, the press, social media, any public gatherings or meetings or other public venues; and (iii) shall forever refrain and forbear from commencing, instituting, or prosecuting any litigation, action, or proceeding (judicial, administrative, or otherwise) and from attempting to enforce any of the claims or causes of action which are being released and discharged herein as against Shoestring.

Signed counterparts of this consent & release transmitted via PDF attached to an email shall be deemed an equivalent to a signed original of this consent & release.

IN WITNESS WHEREOF, the undersigned have executed this Consent to Enter Into Settlement Agreement & Release as of this \_\_\_ day of \_\_\_\_\_, 202\_\_.

**INTERVAL OWNERS:**

**Interval #1:**

**Interval #2:**

**Interval #3:**

\_\_\_\_\_  
By:  
Its:

\_\_\_\_\_  
By:  
Its:

\_\_\_\_\_  
By:  
Its:

**Interval #4:**

\_\_\_\_\_  
By:  
Its:

**Interval #5:**

\_\_\_\_\_  
By:  
Its:

**Interval #6:**

\_\_\_\_\_  
By:  
Its:

**Interval #7:**

\_\_\_\_\_  
By:  
Its:

**Interval #8:**

\_\_\_\_\_  
By:  
Its:

**Interval #9:**

\_\_\_\_\_  
By:  
Its:

**Interval #10:**

\_\_\_\_\_  
By:  
Its:

**Interval #11:**

\_\_\_\_\_  
By:  
Its:

**Interval #12:**

\_\_\_\_\_  
By:  
Its:

**Interval #13:**

\_\_\_\_\_  
By:  
Its:

## EXHIBIT C

This Instrument Prepared by:  
Daniel W. Stacy, Jr., Esq.  
90 Wall Street  
Pawleys Island, SC 29585

### MEMORANDUM OF SETTLEMENT AGREEMENT

This instrument is made as of \_\_\_\_\_, 202\_\_, by and between MAC Coastal Properties, Inc. ("MAC Coastal") and Shoestring Retreat, LLC ("Shoestring").

1. Shoestring is the owner of a residential parcel of land located at 183 Summertime Lane in Pawleys Island, Georgetown County, South Carolina (the "Shoestring Property").

2. MAC Coastal is one of the interval owners of a residential parcel of land located at 186 Parker Drive in Pawleys Island, Georgetown County, South Carolina (the "MAC Coastal Property"). A portion of the property partially owned by MAC Coastal is adjacent to the property owned by Shoestring.

3. Pursuant to the terms of a Settlement Agreement dated as of \_\_\_\_\_, 202\_\_ (the "Agreement"), the parties have settled their outstanding issues. In particular, as part of the Agreement, MAC Coastal, on behalf of itself, each of its members, all owners of interval interests in the MAC Coastal Property and all predecessors in interest as well as all successors and assigns in interest in and to such property released, waived, forfeited and forever relinquished all rights to enforce any restrictions or covenants mentioned, referred to or contained in the chain of title to the Shoestring Property (the "Release"). The Parties acknowledge that valid and sufficient consideration was received for this Release. The Parties intend for the Release to run with the land and to bind all successor in interests to the Release.

4. This is a short, abbreviated form of the Agreement, which Agreement contains other provisions with respect to the rights and obligations of MAC Coastal and Shoestring, as more fully explained in the Agreement, and which provisions are incorporated herein as if set forth verbatim herein. The primary purpose of this Memorandum of Lease is to put notice of the Release in the public record.

[Signatures on following pages]

IN WITNESS WHEREOF, this instrument has been executed as of the date set forth above.

**MAC COASTAL PROPERTIES, LLC**

\_\_\_\_\_  
(Witness #1)

By: \_\_\_\_\_

\_\_\_\_\_  
(Witness #2)

Its: \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Before me, the undersigned authority, a Notary Public in and for the State and County aforesaid, personally appeared \_\_\_\_\_, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged \_\_\_self to be the \_\_\_\_\_ of **MAC Coastal Properties, Inc.**, the within named bargainor, a South Carolina corporation, and that \_he, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by \_\_\_self as such officer.

WITNESS my hand and Official Seal at office in said State and County this \_\_\_ day of \_\_\_\_\_, 202\_\_.

\_\_\_\_\_

My commission expires: \_\_\_\_\_

**SHOESTRING RETREAT, LLC**

\_\_\_\_\_  
(Witness #1)

By: \_\_\_\_\_

\_\_\_\_\_  
(Witness #2)

Its: \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Before me, the undersigned authority, a Notary Public in and for the State and County aforesaid, personally appeared **Robert T. McManus**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged himself to be the President of **Shoestring Retreat, LLC**, the within named bargainor, a Tennessee limited liability company, and that he, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by himself as such officer.

WITNESS my hand and Official Seal at office in said State and County this \_\_\_\_ day of \_\_\_\_\_, 202\_\_.

\_\_\_\_\_  
My commission expires: \_\_\_\_\_