

RIGHT OF ENTRY ONTO PRIVATE PROPERTY FOR DEBRIS REMOVAL AND/OR DEMOLITION DISASTER ASSISTANCE (FEMA-DR-__ -SC)

Ownership Interest and Grant of Right of Entry for Debris Removal and/or Demolition Activities

The undersigned hereby certifies they/he/she are/is (check):

- ☐ The owner(s) with authority to grant access to the property at (address) _____, or
☒ The authorized agent of the Property Owner or the Property Owner's Association, (Must Provide Documentation Confirming Authorization) *↳ Colletons Island PDA*

The Property Owner(s)/agent authorize(s) Beaufort County, the State of South Carolina, and the United States of America, their respective agents, successors and assigns, contractors and subcontractors (collectively, the "Governments/Contractors") to have the right of access and to enter the property above specified for purposes of performing debris removal as it is a public health and safety threat or for demolishing structures local authorities have determined to be unsafe due to the declared major disaster (FEMA-DR-_____-SC).

Governments/Contractors will perform the following work (check):

1. ☒ Remove debris from the private rights of way.
2. ☐ Demolish the unsafe structure on the Property and remove the demolition debris.

Mortgage and Insurance Adjuster Information if for Demolition

- ☐ The Property Owner/agent certifies that no mortgage exists on said property.
☐ The Property Owner/agent certifies that a mortgage does exist on said property.
☐ The Property Owner/agent certifies that an adjuster for any insurance policy has inspected the property.

Other Liens/Encumbrances on the Property if for Demolition

- ☐ The Property Owner/agent certifies that no other liens or encumbrances exist on said property.
☐ The Property Owner/agent certifies that (type lien[s]) _____ does/do exist on said property.

Governments Not Obligated; No Expense Except For Insurance Proceeds

The Property Owner/agent understands that this Right-of-Entry does not obligate the Governments/Contractors to perform debris removal or demolition. Governments/Contractors will access the property under this ROE if the work has been determined necessary in accordance with Federal, State, or local regulations. The Property Owner(s) will not be charged for the work conducted by Governments/Contractors. However, if the Property Owner receives insurance proceeds or compensation from other sources for debris removal or demolition, the Property Owner's obligation is set out in the section below, entitled "Avoidance of Duplication of Benefits: Reporting Debris Removal/Demotion Money Received."

Government Indemnified and Held Harmless

The Property Owner(s)/agent agree(s) to indemnify and hold harmless the Governments/Contractors for any damage of

Privacy Act Statement: The Property Owner/ Owner's Authorized Agent acknowledge(s) that information submitted will be shared with other government agencies, federal and non-federal, and contractors, their subcontractors and employees but solely for purposes of disaster relief management to meet the objectives of this Right-of-Entry. This form is signed to allow access to perform debris removal and/or demolition operations on the above-mentioned property, to authorize the release of

any type whatsoever to the above described property or to personal property and fixtures situated thereon, or for bodily injury or death to persons on the property, and hereby releases, discharges and waives any and all actions, either legal or equitable, which the Property Owners(s) has/have, or ever might or may have, by reason of any action taken by Governments/Contractors to remove debris or demolish unsafe structures.

Avoidance of Duplication of Benefits: Reporting Debris Removal/Demolition Money Received

Property Owner/agent has an obligation to file an insurance claim if coverage is available. Property Owner/agent understands and acknowledges that receipt of compensation or reimbursement for performance of the aforementioned activities from any source, including Small Business Administration, private insurance, an individual and family grant program or any other public or private assistance program could constitute a duplication of benefits prohibited by federal law. If the Property Owner/agent receives any compensation from any source for debris removal or demolition activities on this Property, the Property Owner/agent will report it to the Beaufort County Solid Waste Manager at 120 Shanklin Road, Beaufort, SC 29906, (843)255-2800.

Release of Insurance Information

If insured, the Property Owner/agent authorizes its insurer, (Company) _____, to release information relating to coverage and payments for debris removal/demolition activities (Claim # _____, Policy # _____) to the Beaufort County and/or to the State of South Carolina.

Acknowledgment of Prohibition on Fraud, Intentional Misstatements

The Property Owner/agent understands that an individual who fraudulently or willfully misstates any fact in connection with this agreement may be subject to penalties under state and federal law, including civil penalties, imprisonment for not more than five years, or both, as provided under 18 USC 1001.

Time Period

This ROE shall expire 360 days after signature, unless cancelled sooner in writing to the Entity listed above at the request of the Property Owner.

Signature(s) and Witnesses Property Owner(s) or Authorized Agent and/or Mortgage/Lien Holder(s)

For the considerations and purposes set forth herein, my signature confirms that I have read this form, that if signed on behalf of a Property Owner's Association, I am authorized to sign this form and to bind the association that I will abide by its terms and agree to all terms stated herein. I certify under the laws of the State of South Carolina and the United States that my answers are truthful.

Property Owner/ Authorized Agent (if Authorized Agent, attach Supporting Documentation)

Patrick W. Parkinson
(Print Name)

[Signature]
(Signature)

Date: October 31, 2016

Current Address and Telephone:

Witness 1: Waverly R. Patterson

Address & Telephone 1507 Pony Ave Beaufort, SC 8438125210

Witness 2: Shannon V. Elzin

Address & Telephone 53 Echo tangent Rd Okatie, SC 29909

For Demolition Only

(Print Mortgage Holder Name)

(Signature)

Date: _____

Current Address and Telephone: _____

CALLAWASSIE ISLAND PROPERTY OWNERS ASSOCIATION

Resolution Authorizing Entry of Government Contractors for Removal of Storm Debris From Roads and Right of Ways on Callawassie Island and Further Authorizing the President of the Association to Sign a Right of Entry Agreement to Facilitate Removal of the Debris.

WHEREAS, Hurricane Matthew caused significant damage on Callawassie Island, and

WHEREAS, the recovery effort from that storm has resulted in major accumulation of storm debris on island roads and right of ways, and

WHEREAS, expedited removal of the storm debris is a matter of health, safety and welfare for Callawassie Island, and

WHEREAS, Beaufort County on October 24, 2016, issued a Declaration of Public Health Emergency/State of Emergency that authorized the County Administrator (and contractors and subcontractors employed by him) to remove debris fields from private right of ways in Beaufort County, and

WHEREAS, the cost of debris removal from Callawassie Island will be borne by Beaufort County, and

WHEREAS, Beaufort County mandates that an authorized Representative of the Property Owners Association sign a Right of Entry Agreement before removal of debris by the County Administrator can occur, and

WHEREAS, the By Laws of the Association provide that the President of the Association "shall sign all written contracts," and

WHEREAS, the written consent of the members of the Board of Directors will authorize the President to sign the Right of Entry Agreement, and

WHEREAS, the person currently serving as the President of the Association, Patrick W. Parkinson, was duly elected to that office in December, 2015.

NOW THEREFORE, it is resolved and agreed that Patrick W. Parkinson as President of the Association is hereby authorized to sign the Right of Entry Agreement as required by Beaufort County to facilitate removal of storm debris from Callawassie Island.

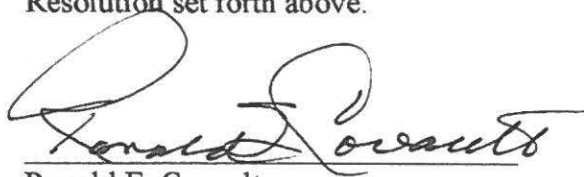
Directors of the Callawassie Island Property Owners Association:

Ronald E. Covault
Clifford Dykes
Beth Golde

Janet Gould
Kevin LaTulip
Patrick W. Parkinson

Douglas Pepper
Lawrence Spinicelli

As Secretary of the Association, I certify that each of the above Directors has voted to approve the Resolution set forth above.



Ronald E. Covault

Dated: October 30, 2016

Minutes of the CIPOA Board of Directors Meeting, December 21, 2015

Mr. Parkinson called the meeting to order at 8:30 a.m.

Present: Mr. Parkinson chair. Directors Covault, Diercxsens, Fells, Golde, Gould, Pepper, Spinicelli. Also, Chief Patterson, Craig Simonson and Ray Diaz representing CIMC. Absent Director Dykes.

November minutes were approved.

CIMC: Ray Diaz thanked CIPOA for their support of the CIMC amenities program which was approved by the membership. The communications committee will be providing timely updates on progress. If necessary town hall meeting will be scheduled in May. The annual survey will be conducted in late January. David Spivey has been hired as the new Assistant General Manager, replacing Danielle Hohl. There will be a candidates night on February 8.

ARC: Another new home has been approved to start construction. The next house completed will be number 500 on the island; there was discussion if this should be promoted.

Finance: Craig Simonson reported that CIPOA had another positive month and year-to-date cash flow is more than \$50,000 above plan. It was approved that the \$250 listing fee will now be called an administrative fee and will be collected at closing, from the buyer.

Sales and Marketing: Sales continue to be positive; the average days on market is decreasing and the price per square foot is increasing. 47% of this year's buyers have been on a discovery tour at some point. After analysis of our data base, we cannot determine the root source of leads that resulted in a discovery tour, more analysis needs to be completed.

Association Manager: We have been given approval to remove 13 more deer; this will occur between mid January and the end of February. Earlier in the year, CIPOA engaged a professional engineering firm to evaluate our drainage and culverts. Community maintenance will begin fixing those problems we can do in house; other items will be reviewed and an outside firm will be hired to fix the remainder.

Nominating Committee: Four candidates have applied for the open positions; two of are incumbent candidates running for their current positions with two additional candidates seeking the remaining open position. There will be a candidates night on February 18 at 4:00p.m.

Officer elections: the following directors were elected for 2016 CIPOA officers: Pat Parkinson, president; Henry Diercxsens, vice-president; Doug Pepper, treasurer and Ron Covault, secretary.

The board approved a new policy for the use of CIPOA equipment and the process for residents hiring CIPOA for work to be performed on their property.

The board approved the addition of Lee Scott to the marketing committee and Priscilla Minkel and William Schultz to the ecology committee.

Dutch Mandel gave the board an extremely informative presentation on social media and its importance to our marketing program.

All other committee reports were accepted.

The meeting was adjourned at 10:40 a.m.

Declaration Exhibit B

**CALLAWASSIE ISLAND PROPERTY
OWNERS ASSOCIATION, INC.**

Bylaws

December 15, 2011

that no such officer shall be removed except by the affirmative vote for removal by a majority of the Board of Directors. If the office of any officer becomes vacant for any reason, the vacancy shall be filled by the Board of Directors.

Section 5.5 THE PRESIDENT

The President of the Association shall be the chief executive officer of the Association and shall concurrently serve as Chairman of the Board of Directors. He or she shall preside at all meetings of the Property Owners and of the Board of Directors. He or she shall have executive powers and general supervision over the affairs of the Association and the other officers. The President of the Association shall sign all written contracts, and perform all of the duties incident to his or her office that may be delegated to him or her from time to time by the Board of Directors.

Section 5.6 THE VICE PRESIDENT

The Vice President of the Association shall perform all of the duties of the President in his or her absence, and such other duties as may be required of him or her from time to time by the Board of Directors.

Section 5.7 THE SECRETARY

The Secretary of the Association shall issue notices of all regular and special meetings of the Board of Directors and the Property Owners and shall attend to and keep the minutes of same in the minute books of the Association. The Secretary of the Association shall have charge of all of the Association's books, records and papers, except those kept by the Treasurer of the Association. Any Assistant Secretary of the Association shall perform the duties of the Secretary of the Association when the Secretary is absent. In addition, upon the receipt of a request therefore from any Property Owner by the Secretary of the Association, which request shall include a sufficiently-stamped, self-addressed envelope and the payment of such reasonable fee as the Board of Directors may from time to time establish to cover the cost of compliance with such requests, the Secretary of the Association shall provide such Property Owner with a copy of such minutes of any annual meeting or special meeting of the Association as may be requested, as soon as the same are available.

Section 5.8 THE TREASURER

- a) The Treasurer of the Association shall have custody of the Association's funds and securities (except the funds paid to any management firm or to the Company as provided in the Declaration and in Article 6 of these Bylaws), shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association, and shall deposit all moneys and other valuable effects in the name of and to the credit of the Association, in such depositories as may be designated from time to time by the Board of Directors.
- b) The Treasurer of the Association shall disburse the funds of the Association as may be directed by the Board of Directors from time to time in accordance with these Bylaws, requiring proper vouchers for such disbursements, and shall render to the President of the Association and the Board of Directors at the regular meetings of the Board of Directors, or whenever the Board of Directors may require, an account of all of his or her transactions as the Treasurer and of the financial condition of the Association.