

**COMPOSITE EXHIBIT "D"**

**ENVIRONMENTAL AFFIDAVIT**

(OTHER)

\_\_\_\_\_ ("Affiant"), being first duly sworn, deposes and says that Affiant on behalf of Seller (as hereinafter defined) makes these representations to the **BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA** ("Purchaser"), and Affiant further states:

1. That the Affiant is the \_\_\_\_\_ of \_\_\_\_\_ ("Seller") and in such capacity has personal knowledge of the matters set forth herein, and he has been authorized by the Seller to make this Affidavit on Seller's behalf.

2. That Seller is the sole owner in fee simple and now in possession of the following described property together with improvements located thereon located in \_\_\_\_\_ County, Florida, to-wit:

See Exhibit "A" attached hereto and by this reference made a part hereof (hereinafter the "Property").

3. That Seller is conveying the Property to **BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA**.

4. For purposes of this Affidavit the term "Environmental Law" shall mean any and all federal, state and local statutes, laws, regulations, ordinances, rules, judgments, orders, decrees, permits, concessions, grants, franchises, licenses, agreements or other governmental restrictions relating to the protection of the environment or human health, welfare or safety, or to the emission, discharge, seepage, release or threatened release of Hazardous Materials (as hereinafter defined) into the environment including, without limitation, ambient air, surface water, ground water, or land, or otherwise relating to the handling of such Hazardous Materials. For purposes of this Affidavit the term "Hazardous Materials" shall mean any contaminant, chemical, waste, irritant, petroleum product, waste product, radioactive material, flammable or corrosive substance, explosive, polychlorinated biphenyls, asbestos, hazardous or toxic substance, material or waste of any kind, or any other substance which is regulated by any Environmental Law.

5. As of the date of Seller's conveyance of the Property to **BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA**, Seller warrants and represents to Purchaser, its successors and assigns that, except as may be disclosed in any environmental assessments that have been furnished to Purchaser prior to the date hereof:

(i) To the best of Seller's knowledge, Seller has not placed, or permitted to be placed, any Hazardous Materials on the Property, and, to the best of Seller's knowledge, no other person or entity has placed, or permitted to be placed, any Hazardous Materials on the Property.

(ii) To the best of Seller's knowledge, there does not exist on the Property any condition or circumstance which requires or may, in the future, require cleanup, removal or other remedial action or other response under Environmental Laws on the part of Seller or a subsequent owner of all or any portion of the

Property or which would subject Seller or a subsequent owner of all or any portion of the Property to liability, penalties, damages or injunctive relief.

(iii) To the best of Seller's knowledge, no underground treatment, buried, partially buried or above ground storage tanks, storage vessels, sumps, drums, containers, water, gas or oil wells, or landfills are or have ever been located on the Property.

(iv) To the best of Seller's knowledge, Seller is presently in compliance with all Environmental Laws applicable to the Property.

(v) To the best of Seller's knowledge, no warning notice, notice of violation, administrative complaint, judicial complaint or other formal or informal notice has been issued by any federal, state or local environmental agency alleging that conditions on the Property are in violation of any Environmental Law.

(vi) To the best of Seller's knowledge, Seller is not subject to any judgment, decree, order or citation related to or arising out of Environmental Laws, and Seller has not been named or listed as a potentially responsible party by any governmental body or agency in a matter arising under any Environmental Law.

In connection with Seller's representations set forth in clauses (i) through (vi) above, Seller hereby advises Purchaser that the Property has been used as a working ranch for a long period of time. In connection therewith, many third parties have entered the Property and many activities have taken place on the Property, including, without limitation, the operation of cattle dipping vats, that have involved the use of Hazardous Materials. Except for the foregoing and any matters that have been disclosed to Purchaser in any environmental assessments that have been furnished to Purchaser, Seller has no specific knowledge of any specific violations of any Environmental Laws.

6. That Seller makes this Affidavit for the purpose of inducing Purchaser to purchase the Property, and Seller acknowledges that Purchaser will rely upon the representations and warranties set forth in this Affidavit.

\_\_\_\_\_  
**Affiant**

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REV. 03/20/97  
DNR 61-35(16)

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

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

SWORN TO and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by  
\_\_\_\_\_ as \_\_\_\_\_,  
of \_\_\_\_\_ Such person(s) (Notary Public must check  
applicable box):

- is/are personally known to me.
- produced a current driver license(s).
- produced \_\_\_\_\_ as identification.

(NOTARY PUBLIC SEAL)

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
(Printed, Typed or Stamped Name of Notary Public)

Commission No.: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

APPROVED AS TO FORM AND LEGALITY

By: \_\_\_\_\_  
DEP Attorney

Date: \_\_\_\_\_

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