

OWNERS' AFFIDAVIT
TITLE, POSSESSION AND LIEN
(CORPORATE/ENTITY)

_____ (“Affiant”), being first duly sworn, deposes and says that Affiant on behalf of Grantor (as hereinafter defined) makes these representations to the **ST. JOHNS RIVER WATER MANAGEMENT DISTRICT** (the DISTRICT and the GRANTEE), to induce the DISTRICT to issue Permit No. _____, and to accept a conservation easement in that certain real property described below. Affiant further states that:

1. The Affiant is the _____ of _____, _____ (“Grantor”) and in such capacity has personal knowledge of the matters set forth herein, and he has been authorized by the Grantor to make this Affidavit on Grantor’s behalf.
2. Grantor is the sole owner in fee simple and now in possession of the real property together with the improvements located thereon described as follows:

See Exhibit “A” attached hereto and by this reference made a part hereof (hereinafter the “Property”).
3. The Property is free and clear of all liens, taxes, encumbrances and claims of every kind, nature and description whatsoever, except for easements, restrictions, or other title matters listed in the schedule of exceptions in the title information provided to the District for the property subject to this conservation easement in the Property to be received by Grantee in this transaction.
4. There are no matters pending against the Grantor that could give rise to a lien that would attach to the Property or cause a loss of title or impair the title, and the Grantor has not and will not execute any instrument that would adversely affect the interest to be insured.
5. Grantor has undisputed possession of the Property; there is no other person or entity in possession or who has any possessory right in the Property; and Grantor knows of no defects in the fee simple title to the Property.
6. No “Notice of Commencement” has been recorded which pertains to the Property since the date of the title search, there are no unrecorded laborer’s, mechanic’s or materialmen’s liens against the Property, and no material has been furnished to the Property for which payment has not been paid in full. If a “Notice of Commencement” has been recorded, the Grantor agrees to execute and record a Subordination of Notice of Commencement to the conservation easement in the Property to be received by Grantees in this transaction.
7. Within the past 90 days there have been no improvements, alterations, or repairs to the Property for which the costs thereof remain unpaid, and that within the past 90 days there have been no claims for labor or material furnished for repairing or improving the same, which remain unpaid.

8. There are not due, or to come due, unpaid bills, liens or assessments for mowing, water, sanitary sewers, paving or other public utilities or improvements made by any governmental authority. Should any bill be found which relates to Grantor's possession, Grantor will pay such bill upon demand. No notice has been received of any public hearing regarding future or pending zoning changes or assessments for improvements by any governmental authority.
9. There are no unrecorded deeds, agreements for deed, judgments, liens, mortgages, easements or rights of way for users, or adverse interests with respect to the Property.
10. There are no claims, liens or security interests whatsoever of any kind or description against the Property. All real property taxes are paid in full.
11. There are no existing contracts for sale affecting the Property.
12. There is no civil action pending which involves the Property in any way.
13. There are no federal tax claims, liens or penalties assessed against the Grantor either individually or in any other capacity.
14. No proceedings in bankruptcy have ever been brought by or against Grantor nor has an assignment for the benefit of creditors been made at anytime, nor is there now in effect any assignment of rents of the Property or any part thereof.
15. The real estate taxes will be kept current.
16. Grantor is not a "non-resident alien" for the purposes of United States income taxation, nor is Grantor a "foreign person" (as such term is defined in Section 1445 of the Internal Revenue Code of the United States and its related Income Tax Regulations). Grantor understands that the certification made in this paragraph may be disclosed to the Internal Revenue Service by the Grantees; that any false statement contained in this paragraph could be punished by fine, imprisonment, or both; and that the information contained in this paragraph is true and correct and as provided under penalties of perjury.
17. Grantor has no knowledge as to any hazardous substances (as defined by any federal, state or local statute, law, ordinance, code, rule, regulation, order or decree) present on the Property. There has been no production, placement, disposal, storage, release or discharge on or from the Property of any hazardous substances, and there are no buried, partially buried, or aboveground tanks, storage vessels, drums or containers located on the Property. Grantor has received no warning notices, notices of violation, administrative complaints, judicial complaints or other formal or informal notices from any governmental agency alleging that conditions on the Property are in violation of environmental laws, regulations, ordinances or rules.

THIS AFFIDAVIT is made for the purpose of inducing the DISTRICT to issue Permit No. _____, and to accept a conservation easement in that certain real property described in Paragraph 1 above. Grantor intends for the DISTRICT rely on these representations.

Grantor

STATE OF _____
COUNTY OF _____

SWORN TO and subscribed before me this _____ day of _____, 200____,
by _____ . Such person (Notary Public must check applicable box):

- is personally known to me.
- produced their current driver license.
- produced _____ as identification.

Notary Public

(Notary Public Seal)

(Printed, Typed or Stamped Name of Notary Public)

Commission No.: _____

My Commission Expires: _____