

Affidavit in Lieu of Survey

Commitment No. _____

Date _____

The undersigned ("Owner") being first duly sworn, under oath, state as follows:

That the Owner of record of the real estate described in Chicago Title Insurance Company / Stewart Title Guaranty Company's Commitment referred to above have not made or caused to be made any structural additions or improvements to the existing improvements.

That Owner did not receive any survey at the time we purchased the property, nor have we subsequently obtained a survey.

To the best of our knowledge, we certify that the improvements (house, garage, outbuildings, etc.) on the subject property are within the boundary lines and set back lines, if any, of said property, and that there are no encroachments (fence, walkways, driveway, eaves, drains, etc.) by improvements on adjoining property onto the subject, and that we know of no assertion being made by any adjoining property owner nor by us against them as to the location of boundary lines or disputes as to occupancy of any portion of our property or their property except (list any):

Owner affirmatively states that the land is not affected by or subject to:

- I. Rights of way, including those for roads, lanes, driveways or walks across said premises serving other property;
- II. Underground installations such as sewers, water pipes, gas or oil pipe lines, conduits, across said premises serving other property;
- III. Joint driveways or walkways; party or curtain walls; beam rights; porches, steps or roofs used in common or joint garages.

The land has access by means of a public road known as _____ .

The improvements on the land have the address of _____ .

The land is improved with:

together with:

single story residence

attached garage

multi-story residence

detached garage

no garage

That the undersigned makes the foregoing statements for the purpose of inducing Chicago Title / Stewart Title to issue its policies of title insurance pursuant to the above referenced commitment insuring over matters which would be disclosed by a survey of the land. The undersigned hereby agrees to indemnify and hold harmless Chicago Title / Stewart Title from all liability, loss or damage of any nature including reasonable attorney's fees arising out of any false or inaccurate representation made herein.

Owner Signature

Owner Signature

Subscribed and sworn to before me this _____ day of _____, _____ .

Notary Public