

**SURVEY AFFIDAVIT AND AGREEMENT**  
**For Residential Transactions**

To: Metro Title Company, LLC and either First American Title Insurance Company, Lawyers Title Insurance Corporation or Stewart Title Guaranty Company (hereinafter "Title Company")

1. The undersigned hereby states that they are owner(s) of the property shown on the attached survey dated \_\_\_\_\_, 200\_\_, by \_\_\_\_\_ RLS, said property being further identified below or described on Exhibit "A" attached hereto:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ ("the Property").

2. The Property is being sold to a new owner and the new owner and/or the new owner's lender requires title insurance without exception to matters a current survey would reveal. The new owner and/or the new owner's lender have requested that Title Company use the attached survey in lieu of a current survey of the property.

3. For the purpose of inducing Title Company to issue its policies without exception to matters that a current survey would reveal and with knowledge Title Company will and is relying upon the statements and representations herein made in issuing of such title insurance, the undersigned say(s) that the above referenced survey has been examined and that there have been no improvements added, no encroachments upon nor alterations made from the date of said survey to the present. The undersigned further certifies that the survey represents an accurate and complete representation of the physical status of the Property as it currently exists.

4. That the undersigned have no knowledge of any dispute of any kind concerning the boundary lines as shown on the above referenced survey.

5. That the undersigned agree(s) to indemnify and hold Title Company harmless of and from any and all loss, cost, damage and expense of every kind, including attorney's fees which said Title Company shall or may suffer or incur or be liable for under its said policy or policies directly or indirectly, out of reliance on the above referenced survey or in connection with enforcement of their rights under this agreement.

This the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

**EXECUTION BY OWNER**

\_\_\_\_\_  
ENTITY NAME  
By: \_\_\_\_\_  
Printed/Typed Name:  
Title: \_\_\_\_\_

\_\_\_\_\_  
(SEAL)  
Printed/Typed Name:  
\_\_\_\_\_  
(SEAL)  
Printed/Typed Name:

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_  
Sworn to and subscribed before me this the \_\_\_\_\_  
day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
(SEAL)  
Printed/Typed Name:  
\_\_\_\_\_  
(SEAL)  
Printed/Typed Name:

Name: \_\_\_\_\_, Notary Public  
My Commission Expires: \_\_\_\_\_

Notary Seal