

NO SURVEY AFFIDAVIT

Title No.: _____

STATE OF NEW YORK)
COUNTY OF _____) ss: _____

The undersigned, _____ and _____, is/are the fee owner(s) of certain real property having the address of _____, in the Village/Town/City of _____, County of _____, State of New York (hereinafter, the "Property"), as more particularly described in Schedule A of a certain title report bearing Title Number _____ (hereinafter the "Title Policy") issued by Eagle Abstract Corp., and its underwriter (hereinafter the "Company"), and do/does hereby depose and state as follows:

1. I/We have owned and occupied the Property for _____ years, since _____. My/our ownership and possession of the Property has been uninterrupted, continuous, open, notorious, hostile and adverse to all others and not subject to the rights or claims of any other person, partnership, corporation or any other legal entity. No person, partnership, corporation, nor any other legal entity has ever made any claim questioning my/our fee ownership of the Property, including but not limited to boundary line disputes or encroachments of structures on to or of the Property and on adjoining land.
2. The Property borders upon a public street or highway over which I/we have had, and our successors in title will have, unlimited access. The Property does not include within its boundaries any lands lying within an abandoned alley or street.
3. The Property does not border upon a limited access street or highway. If the property does border upon a private street, highway or road, I/we have a full and legal perpetual right of ingress and egress over such private street, road or highway to the nearest public road pursuant to an easement or other agreement dated _____ and recorded in Liber/Reel _____ at page _____.
4. There are no old roads, lanes or paths which cross the Property. I/We have not observed and am/are not aware of any party who regularly crosses any portion of the Property.
5. The Property has been enclosed by hedges/fences along the _____ [northerly, southerly, easterly or westerly line(s)], during our ownership. I/We have not changed nor altered the location of the hedges/fences during our ownership of the Property.
6. We have not granted any easements or right-of-ways to any person, partnership, corporation or other legal entity permitting such person, partnership, corporation or other legal entity to cross over, across or through the Property.
7. Neither the Federal Government, the State of New York, nor any locality, municipality or public benefit corporation, has taken or condemned any part of the Property by eminent domain. I/We have not been served or notified of any such taking and I am/we are not aware that any taking by eminent domain is being contemplated.
8. I/We have had no notice or knowledge that any structure, either temporary or permanent such as a fence, storage shed, driveway or swimming pool, located on the Property, encroaches upon any adjoining property. I/We have no knowledge that any structure, either temporary or permanent, located on any adjoining property, encroaches upon this Property. I/We have not had any disputes with any neighbor regarding the location of any structure on the Property or adjoining property.
9. The dwelling structure located on the Property is set on a permanent foundation, is not a mobile or manufactured home with the wheels attached, and does not share any party or common walls with structures located on adjoining property. The structure located on the Property is a _____ Family dwelling.

- 10. I am/we are not aware of any building line or set back violation(s) by any structure(s) located on the Property. The dwelling structure on the Property is not located substantially closer to the street, highway or road than any other structures fronting on the same street, highway or road.
- 11. I/We have not made any structural alterations or additions to any structures or improvements located on the Property during the last _____ years. I/We have not laid out or constructed any driveways or paths across the Property.
- 12. I am/we are not aware of any violation(s) of any covenants, restrictions or easements affecting the Property. Any easements or rights-of-way crossing the Property do not interfere with any structure(s) or improvement(s) currently located on the Property.
- 13. No drainage ditches, feeders, sewer or water lines, lateral or underground pipes cross or are located on the Property.
- 14. No brooks, streams, rivers, ponds, lakes or other bodies of water are located on, cross or border the Property.
- 15. I/We give this Affidavit to induce the Company to issue the Title Policy. I/we realize that the Company is relying upon the truth of the statements herein contained as a basis for the issuance of the Title Policy and we acknowledge that the Company is entitled to so rely. In further consideration of the Company's issuing the Title Policy, we agree to fully protect, defend, indemnify and hold Company forever harmless for any loss, liens, claims, costs, expenses (including, but not limited to court costs, legal fees and expenses which the Company may incur to enforce this indemnification), or damage which Company may incur because of or arising from this Affidavit, or as a result of Company's acceptance of and reliance upon this, my/our Affidavit, or from Company's having to perform or take any action under the Title Policy to cure, remove, compromise, satisfy, discharge, or dispose of any lien, encumbrance or objection to title affecting the Property and not disclosed in this Affidavit.

Exceptions to any statement (excluding Paragraph 15) made in this Affidavit:

Given under our hands and seals this _____ day of _____, of the year _____.

 [signature] SSN: _____ - _____ - _____

 [signature] SSN: _____ - _____ - _____

Address: _____

Sworn to and subscribed before me on the _____ day of _____, of the year _____.

Notary Public

