

SURVEY AFFIDAVIT

On this _____ day of _____, 20____, before me, the undersigned Notary Public, personally appeared _____, who is the [officer title] of [Borrower/fee owner] (“Affiant”) and, who after being duly sworn on his oath, states as follows with regard to the property more particularly described on Exhibit "A" attached hereto (the “Property”):

1. To the best knowledge of Affiant, there have been no material changes with regard to the existing building lines and/or the side lot lines of the improvements located on the Property since the existing survey of the Property dated _____ prepared by _____ (the “Existing Survey”).
2. To the best knowledge of Affiant, while as the fee owner of the Property, there have been no easements granted in, on or across the Property other than those that are shown on the Existing Survey.
3. To the extent that [Title Company] suffers any claims or loss as a result of Affiant’s statements in paragraphs 1 and 2 above proving to be inaccurate, Affiant does hereby agree to indemnify and hold [Title Company] harmless for such claims and, further, obligates itself to pay, in such event, such loss incurred, including court costs and other defense costs, including but not limited to [Title Company]’s attorney fees, witness fees and other reasonable incidental expenses.

Executed and delivered on the day and year first above written.

[BORROWER/FEE OWNER]

By: _____
Its: _____

STATE OF ALABAMA)
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that _____, whose name as the _____ of _____, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that being informed of the contents of said instrument, he, as such officer and with full authority, executed the same voluntarily on behalf of said _____ on the day the same bears date.

Given under my hand and seal on this the _____ day of _____, 20____.

[SEAL]

Notary Public

My commission expires: _____