

## OWNER'S AFFIDAVIT AND INDEMNITY

Order No.:

Address/Location:

In connection with the request of the Undersigned ("Affiant") for the preparation and issuance of insurance, Affiant makes the following statements and representations for the benefit of, and reliance by, title insurer TITLE COMPANY

1. Affiant owns and holds title to property described in Schedule A of the Preliminary Report or Commitment issued in connection with the above referenced Order Number (the "Property").
2. The Affiant's possession of the Property has been peaceful and undisturbed, and title thereto has never been disputed, questioned or rejected, nor has the issuance of title insurance ever been refused, except as follows: **(If none, please state "none")**  
\_\_\_\_\_
3. Other than the Affiant, there are no parties entitled to possession of the Property other than the following: **(If none, please state "none")**  
\_\_\_\_\_
4. There are no leases, licenses, options, rights of first refusal, or contracts to sell, affecting the Property, or any parties currently in possession, of the Property, except the following: **(If none, please state "none")**  
\_\_\_\_\_
5. All assessments by a management, common area, building maintenance or homeowner association, if any, are paid current or are not yet due and payable.
6. There are no pending contemplated repairs/improvements to the Property, except the following: **(If none, please state "none")**  
\_\_\_\_\_
7. There has been no building materials, repairs, improvements or remodeling performed, provided, furnished or delivered within the last 12 months, except as follows: **(If none, please state "none")**  
\_\_\_\_\_
8. Affiant is not aware of the existence of any of the following:
  - a. Improvements encroaching into any easements or over any boundary lines of the Property.
  - b. Adjoining property improvements encroaching onto the Property.
  - c. Liens against the Property and/or judgments or tax liens against Affiant or any other property owner currently in title, except those described in the Preliminary Report or Commitment issued in connection with the above referenced Order Number.
  - d. Outstanding claims or persons entitled to claims for mechanics' or materialman liens against the Property.
  - e. Pending repairs/improvements to the adjacent street(s).
  - f. Any pending litigation involving the Property, the Affiant or any other property owner currently in title.
  - g. Recent improvements completed or being made to any common area(s) located within the subdivision in which the Property is located.
  - h. Violations of any recorded covenants, conditions and/or restrictions imposed on the Property.
  - i. Any pending assessments for Community Facility Districts.
  - j. Any new, pending or existing obligation or loan including any home improvements on the Property pursuant to the PACE or HERO program, or any other similar type program.
  - k. Any use of the property for the production, sale, warehousing or transporting of fresh fruits, vegetables, livestock or poultry (e.g. supermarkets, restaurants, wineries, breweries and meat packing plants).

With regard to 8a.-8k, except as follows: (If none, please state "none")

9. No proceedings in bankruptcy or receivership have been instituted by or against the Affiant or any other property owner currently in title.
10. There are no unpaid utility type bills including but not limited to bills for water, sewer, hazardous waste, recycling, storm drain and/or rubbish and there are no liens related to such utilities from or on the Property, with the exception of the following: (If none, please state "none")
11. There are no financial obligations secured by trust deeds, mortgages, financing statements, vendor's liens, security agreements or otherwise, against the Property, except as set forth in the Preliminary Report, proforma and/or Commitment, and as set forth below: (If none, please state "none")

<u>Creditor</u>	<u>Approximate Balance</u>
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12. There has been no harvesting or production of any oil, gas, geothermal materials or other minerals from or on the Property and there are no oil, gas, geothermal and/or mineral leases, licenses, options, rights of first refusal, and/or contracts to sell, affecting the mineral rights associated with the Property, or other parties currently in possession, of the mineral rights on the Property, except the following: (If none, please state "none")
13. Other than the Affiant, there are no other parties currently in possession of the Property, including but not limited to, any possessory interest associated with the harvesting of any oil, gas, geothermal materials or other minerals, except the following: (If none, please state "none")

This is a sworn affidavit and is made for the purpose of inducing Stewart to provide certain insurance coverage to a purchaser and/or lender, and the representations contained herein are material to such insurance coverage. The undersigned hereby indemnifies and holds Stewart harmless from any loss or damage, liability, costs, expenses and attorneys' fees which it may sustain under its policies of title insurance or commitments to the extent any representation contained herein is incorrect. The undersigned understands that Stewart may decide not to provide the requested title insurance despite the information and affirmations contained herein.

**PLEASE READ, COMPLETE AND RESPOND TO ALL STATEMENTS CONTAINED IN THIS OWNER'S AFFIDAVIT AND INDEMNITY BEFORE SIGNING IN THE PRESENCE OF A NOTARY PUBLIC. THE NOTARY PUBLIC WILL EXECUTE THE ACKNOWLEDGMENT ON THE FOLLOWING PAGE. HOWEVER, IF YOU DO NOT UNDERSTAND OR HAVE ANY QUESTIONS ABOUT THIS AFFIDAVIT, YOU SHOULD SEEK THE ASSISTANCE OF YOUR INDEPENDENT FINANCIAL AND/OR LEGAL ADVISOR BEFORE SIGNING.**

Mary Wright

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached and not the truthfulness, accuracy, or validity of that document.

State of California

County of \_\_\_\_\_

Subscribed and sworn to (or affirmed) before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

\_\_\_\_\_  
Notary Signature

SAMPLE