**INSTRUCTIONS FOR ALTA ENDORSEMENT FORM 28.1**

**ENCROACHMENTS – BOUNDARIES AND EASEMENTS**

**PURPOSE OF ENDORSEMENT**

The ALTA 28.1 Encroachments – Boundaries and Easements Endorsement insures against loss or damage caused when an existing improvement located on the Land encroaches over the boundary lines or into any easement affecting the property, or where there is an encroachment of an improvement from an adjoining parcel into the insured property. The endorsement also insures against the risk of loss when the exercise of easement rights causes damage to or the forced removal of existing improvements.

**UNDERWRITING REQUIREMENTS**

LOAN POLICY: Obtain a properly executed Owner's Affidavit (CATIC A-100) confirming that there are no present encroachments. A current ALTA survey certified to CATIC or map acceptable to CATIC showing the location of existing easements and improvements is required when the Amount of Insurance is over $5,000,000.00.

OWNER POLICY: A current ALTA survey certified to CATIC or map acceptable to CATIC showing the location of existing easements and improvements is required when issuing this endorsement for a Standard Owner Policy.

**ADDITIONAL PREMIUM**

Because of the risks associated with this endorsement, an additional premium may be required each time this endorsement is issued. The additional premium is ten percent (10%) of the regular, gross premium charged. There is no agent premium split on this endorsement. The entire additional premium shall be remitted to CATIC.

*NOTE: If your inquiry or the survey reveals that there is an encroachment of an improvement over a boundary line or into an easement, then an Exception for this encroachment must be added in the Schedule B of the policy and the Exception number for that encroachment must also be identified in Section 4 of this endorsement. If there are no encroachments, you may insert "None" at the end of Section 4.*

***Please contact a member of CATIC's underwriting staff if there are questions about the issuance of this endorsement.***

ALTA 28.1 ENCROACHMENTS—BOUNDARIES AND EASEMENTS ENDORSEMENT

This endorsement is issued as part of Policy Number

issued by CATIC

1. The insurance provided by this endorsement is subject to the exclusions in Section 4 of this endorsement; and the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the policy.

2. For purposes of this endorsement only, “Improvement” means an existing building, located on either the Land or adjoining land at the Date of Policy and that by law constitutes real property.

3. The Company insures against loss or damage sustained by the Insured by reason of:

a. An encroachment of any Improvement located on the Land onto adjoining land or onto that portion of the Land subject to an easement, unless an exception in Schedule B of the policy identifies the encroachment;

b. An encroachment of any Improvement located on adjoining land onto the Land at the Date of Policy, unless an exception in Schedule B of the policy identifies the encroachment;

c. Enforced removal of any Improvement located on the Land as a result of an encroachment by the Improvement onto any portion of the Land subject to any easement, in the event that the owners of the easement shall, for the purpose of exercising the right of use or maintenance of the easement, compel removal or relocation of the encroaching Improvement; or

d. Enforced removal of any Improvement located on the Land that encroaches onto adjoining land.

4.Sections 3.c. and 3.d. of this endorsement do not insure against loss or damage and the Company will not pay costs, attorneys’ fees, or expenses resulting from the following Exceptions, if any, listed in Schedule B:

*(The Company may list any Exceptions appearing in Schedule B for which it will not provide insurance pursuant to Section 3.c. or Section 3.d. The Company may insert “None” if it does not intend to limit the coverage.)*

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

CATIC



JAMES M. CZAPIGA, PRESIDENT