

LEW9327R

TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: DEED (GENERAL WARRANTY)

NAME OF AGENCY OR CONTRACTOR: VINCENT I. LEWIS, RUBY ADELINE  
COHAN AND ROSE ELAINE RILEY. AND BY: WILLIAM T. COHAN AS  
PERSONAL REPRESENTATIVE OF THE ESTATE OF ETHEL L. FRANCES  
HARRIS, A/K/A ETHEL HARRIS, DECEASED

STREET ADDRESS/PARCEL NAME/SUBDIVISION/PROJECT: 731 27 ROAD  
LEWIS PARK

CITY DEPARTMENT: PARKS AND RECREATION

YEAR: 1993

EXPIRATION DATE: NONE

DESTRUCTION DATE: NONE

**WARRANTY DEED**

Grantor(s),

VINCENT I. LEWIS, RUBY ADELINE COHAN and  
ROSE ELAINE RILEY

BOOK 2030 PAGE 931

931

whose address is Grand Junction

1663265 12:05 PM 12/06/93  
MONIKA TODD CLERK REC MESA COUNTY CO  
DOC EXEMPT

\*County of Mesa, State of

Colorado, for the consideration of  
ONE HUNDRED TWENTY-THREE THOUSAND THREE HUNDRED  
SEVENTY-FIVE----- dollars, in hand paid, hereby sell(s)

and convey(s) to CITY OF GRAND JUNCTION

whose legal address is 250 North 5th Street, Grand Junction 81501

County of Mesa, and State of Colorado

the following real property in the County of Mesa, and State of

Colorado, to wit:

An undivided three-fourth interest in:  
All that property described on Exhibit "A" attached hereto

also known by street and number as 731 27 Road, Grand Junction, CO 81506

with all its appurtenances, and warrant(s) the title to the same, subject to property taxes for the  
year 1993 and all subsequent years; easements, restrictions and  
reservations appearing of record in Mesa County, Colorado

Signed this 29<sup>th</sup> day of November, 1993

*Rose Elaine Riley*  
\_\_\_\_\_  
Rose Elaine Riley  
*Ruby Adeline Cohan*  
\_\_\_\_\_  
Ruby Adeline Cohan  
*Vincent I. Lewis*  
\_\_\_\_\_  
Vincent I. Lewis

STATE OF COLORADO,  
County of Boulder } ss.

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of November, 1993,  
by ROSE ELAINE RILEY

My commission expires \_\_\_\_\_ Witness my hand and official seal.

MY COMMISSION EXPIRES  
March 29, 1997

*Heide Reish*  
\_\_\_\_\_  
Heide Reish  
Notary Public

\*If in Denver, insert "City and".

(OVER)

Name and Address of Person Creating Newly Created Legal Description (§ 38-35-106.5, C.R.S.)



The South 1/2 of the South 26 2/3 acres of the NE $\frac{1}{4}$  SE $\frac{1}{4}$  of Section 35,  
Township 1 North, Range 1 West of the U. M.

EXCEPT Beginning at a point 306 feet West of the Southeast corner  
of the NE $\frac{1}{4}$  SE $\frac{1}{4}$  of said Section 35;

thence West 147 feet to the Lateral Ditch;

thence North 2°15' East along the lateral 102 feet;

thence East 131 feet;

thence South 101 feet to the point of beginning.

AND EXCEPT Beginning at a point 306 feet West and 101 feet

North of the Southeast corner of the NE $\frac{1}{4}$  SE $\frac{1}{4}$  of said Section 35;

thence North 59 feet;

thence West 120 feet, more or less to the Lateral Ditch;

thence South 2°15' West to a point which is 131 feet West of the point of  
beginning;

thence East 131 feet to the point of beginning.

TOGETHER WITH all water, water rights, ditch and ditch rights  
appurtenant thereto.

All in Mesa County, Colorado.

EXHIBIT "A"

**PERSONAL REPRESENTATIVE'S DEED**

(Testate Estate)

1663266 12:05 PM 12/06/93  
MONIKA TODD CLK&REC MESA COUNTY CO  
DOC EXEMPT

THIS DEED is made by WILLIAM T. COHAN

\_\_\_\_\_ as Personal Representative of the Estate of  
Ethel L. Harris, a/k/a Ethel Harris \*\*, deceased, Grantor,  
to CITY OF GRAND JUNCTION

\*\* a/k/a Ethel Frances  
Harris

\_\_\_\_\_, Grantee,  
whose legal address is 250 North 5th Street,  
Grand Junction, CO 81501

of the \_\_\_\_\_ \*County of Mesa, and  
State of Colorado

WHEREAS, the Last Will and Testament of the above-named decedent was made and executed in the lifetime of the decedent, and is dated May 7, 19 84, which Will was duly admitted to (formal) (informal) probate on May 18, 19 93, by the District Court in and for the \_\_\_\_\_ County of Mesa, State of Colorado, Probate No. 93 PR 123;

WHEREAS, Grantor was duly appointed Personal Representative of said Estate on May 18, 19 93, and is now qualified and acting in said capacity.

NOW, THEREFORE, pursuant to the powers conferred upon Grantor by the Colorado Probate Code, Grantor does hereby sell, convey, assign, transfer and set over unto said Grantee (in joint tenancy)\*\* (for and in consideration of FORTY-ONE THOUSAND ONE HUNDRED TWENTY-FIVE Dollars)\*\*

(As the person entitled to distribution of the property in the above captioned Will)\*\* the following described real property situate in the \_\_\_\_\_ County of Mesa, State of Colorado:


An undivided one-fourth interest in:  
All that property described on Exhibit "A" attached hereto

also known by street and number as 731 27 Road, Grand Junction, CO 81506

With all appurtenances, subject to covenants, easements and restrictions of record, and subject to general property taxes for the year 19 93, and subject to easements, restrictions and reservations appearing of record in Mesa County, Colorado.

As used herein, the singular includes the plural and the plural the singular.

Executed November 29, 19 93

  
\_\_\_\_\_  
William T. Cohan

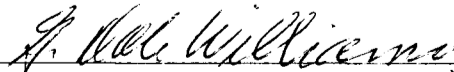
Personal Representative  
of the Estate of Ethel L. Harris, a/k/a Ethel  
Harris, a/k/a Ethel Frances Harris Deceased

STATE OF COLORADO } ss.  
COUNTY OF Mesa

The foregoing instrument was acknowledged before me this 29th day of November, 19 93, by WILLIAM T. COHAN

as Personal Representative of the Estate of Ethel L. Harris, a/k/a Ethel Harris, Deceased.  
Witness my hand and official seal. a/k/a Ethel Frances Harris

My commission expires: 4/7/97

  
\_\_\_\_\_  
Notary Public

\*If in Denver, insert "City and"  
\*\*Strike as required

The South 1/2 of the South 26 2/3 acres of the NE $\frac{1}{4}$  SE $\frac{1}{4}$  of Section 35,  
Township 1 North, Range 1 West of the U. M.

EXCEPT Beginning at a point 306 feet West of the Southeast corner  
of the NE $\frac{1}{4}$  SE $\frac{1}{4}$  of said Section 35;

thence West 147 feet to the Lateral Ditch;

thence North 2°15' East along the lateral 102 feet;

thence East 131 feet;

thence South 101 feet to the point of beginning.

AND EXCEPT Beginning at a point 306 feet West and 101 feet

North of the Southeast corner of the NE $\frac{1}{4}$  SE $\frac{1}{4}$  of said Section 35;

thence North 59 feet;

thence West 120 feet, more or less to the Lateral Ditch;

thence South 2°15' West to a point which is 131 feet West of the point of  
beginning;

thence East 131 feet to the point of beginning.

TOGETHER WITH all water, water rights, ditch and ditch rights  
appurtenant thereto.

All in Mesa County, Colorado.

EXHIBIT "A"

ABSTRACT & TITLE CO.  
OF MESA COUNTY, INC.

Issuing Agent For:  
TRANSAMERICA  
TITLE INSURANCE COMPANY

*"Lewis" Park Property on 27 Road*

*Original to City Clerk*

*cc: Don Hobbs*

*Jim Woodmancee*

April 14, 1994

CITY OF GRAND JUNCTION  
250 North 5th Street  
Grand Junction, CO 81501



Job No. 893818

Please find attached the Owners Policy on the property you purchased in December 1993. This should be kept with your permanent records.

We have a history of your property now on file in our office and if, sometime in the future you want to obtain a loan or possibly sell your property, we would be able to give you quick and accurate service.

Thank you for the opportunity to serve you.

Sincerely,

A handwritten signature in cursive script that reads "Shawna".

Shawna Wilkins  
Policy Department

205 N. 4th Street  
P.O. Box 3738  
Grand Junction, CO 81502  
303 242-8234  
FAX 303 241-4925

**SCHEDULE A**

Policy No. 144-125085

Amount of Insurance \$ 164,500.00

Order No. 893818

Date of Policy December 6, 1993 at 12:06 P.M.

Sheet 1 of 3

**1. Name of Insured:**

CITY OF GRAND JUNCTION

**2. The estate or interest in the land described herein and which is covered by this policy is:**

IN FEE SIMPLE

**3. The estate or interest referred to herein is at Date of Policy vested in:**

CITY OF GRAND JUNCTION

Policy No. 144-124085  
Order No. 893818

**SCHEDULE A—Continued**

The land referred to in this policy is situated in the State of Colorado, County of  
MESA , and is described as follows:

The South 1/2 of the South 26 2/3 acres of the NE $\frac{1}{4}$  SE $\frac{1}{4}$  of Section 35,  
Township 1 North, Range 1 West of the U. M.  
EXCEPT Beginning at a point 306 feet West of the Southeast corner  
of the NE $\frac{1}{4}$  SE $\frac{1}{4}$  of said Section 35;  
thence West 147 feet to the Lateral Ditch;  
thence North 2°15' East along the lateral 102 feet;  
thence East 131 feet;  
thence South 101 feet to the point of beginning.  
AND EXCEPT Beginning at a point 306 feet West and 101 feet  
North of the Southeast corner of the NE $\frac{1}{4}$  SE $\frac{1}{4}$  of said Section 35;  
thence North 59 feet;  
thence West 120 feet, more or less to the Lateral Ditch;  
thence South 2°15' West to a point which is 131 feet West of the point of  
beginning;  
thence East 131 feet to the point of beginning.



## SCHEDULE B

### EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Rights or claims of parties in possession not shown by the public records.
2. Easements, or claims of easements, not shown by the public records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey and inspection of the premises would disclose and which are not shown by the public records.
4. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Taxes due and payable; and any tax, special assessments, charge or lien imposed for water or sewer service, or for any other special taxing district.
6. Reservation of right of the proprietor of any penetrating vein or lode to extract and remove his ore therefrom in U. S. Patent recorded April 15, 1895 in Book 11 at page 300.
7. Reservation of right of way for any ditches or canals constructed by the authority of the United States in U. S. Patent recorded April 15, 1895 in Book 11 at page 300.
8. Right of way for the Lateral Ditch.
9. Road on the East as declared to be a Public Highway by Order of the Board of County Commissioners of Mesa County, Colorado dated March 11, 1890 and recorded August 7, 1957 in Book 714 at page 521.
10. Easement for road purposes described as follows: Beginning at the Southeast corner of said NE $\frac{1}{4}$  SE $\frac{1}{4}$ , thence West 306 feet to the Southeast corner of above tract; thence North 20 feet; thence East 306 feet; thence South 20 feet to the place of beginning, as conveyed in Deed recorded January 16, 1968 in Book 918 at page 655. Said easement to be used in common with others.

THIS DEED, Made this 9th day of January 1968, between  
ETHEL LEWIS HARRIS

of the County of Mesa, State of Colorado, of the first part, and  
ETHEL L. HARRIS and M. P. HARRIS

of the County of Mesa and State of Colorado, of the second part:

Recorder's Stamp

State Documentary Tax  
Date JAN 16 1968  
\$ No Fee

156817  
File 8:30 Book 918 Page 655 # 948089  
JAN 16 1968

WITNESSETH, That the said party of the first part, for and in consideration of the sum of

One Dollar and Other Valuable Consideration----- DOLLAR \$  
to the said party of the first part in hand paid by the said parties of the second part, the receipt whereof is hereby confessed and acknowledged, has remised, released, sold, conveyed and quit claimed, and by these presents do es remise, release, sell, convey and quit claim unto the said parties of the second part, their heirs and assigns forever, not in tenancy in common but in joint tenancy, all the right, title, interest, claim and demand which the said party of the first part has in and to the following described lot s or parcel s of land situate, lying and being in the County of Mesa and State of Colorado, to wit:

A tract of land in the NE 1/4 SE 1/4 of Section 35, Township 1 North Range 1 West of the Ute Meridian described as follows: Beginning at a point 306 feet West of the Southeast corner of the NE 1/4 SE 1/4 Section 35, Township 1 North, Range 1 West of the Ute Meridian, thence West 147 feet to the Lateral ditch, thence North 2° 15' East along the lateral 102 feet, thence East 131 feet, thence South 101 feet to the point of beginning; TOGETHER with an easement for road purposes described as follows: Beginning at the Southeast corner of said NE 1/4 SE 1/4, thence West 306 feet to the Southeast corner of the above tract, thence North 20 feet, thence East 306 feet, thence South 20 feet to the place of beginning, said easement to be used in common with others; TOGETHER WITH all water ditch and lateral rights used therewith or appurtenant thereto.

(Consideration Less than \$100.00)

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging or in anywise thereunto appertaining, and all the estate, right, title, interest, and claim whatsoever of the said party of the first part, either in law or equity, unto the said parties of the second part, their heirs and assigns forever, not in tenancy in common but in joint tenancy.

IN WITNESS WHEREOF, The said party of the first part has hereunto set her hand and seal the day and year first above written.

Signed, Sealed and Delivered in the presence of

*Ethel Lewis Harris* (SEAL)

(SEAL)

(SEAL)

STATE OF COLORADO,  
County of M E S A

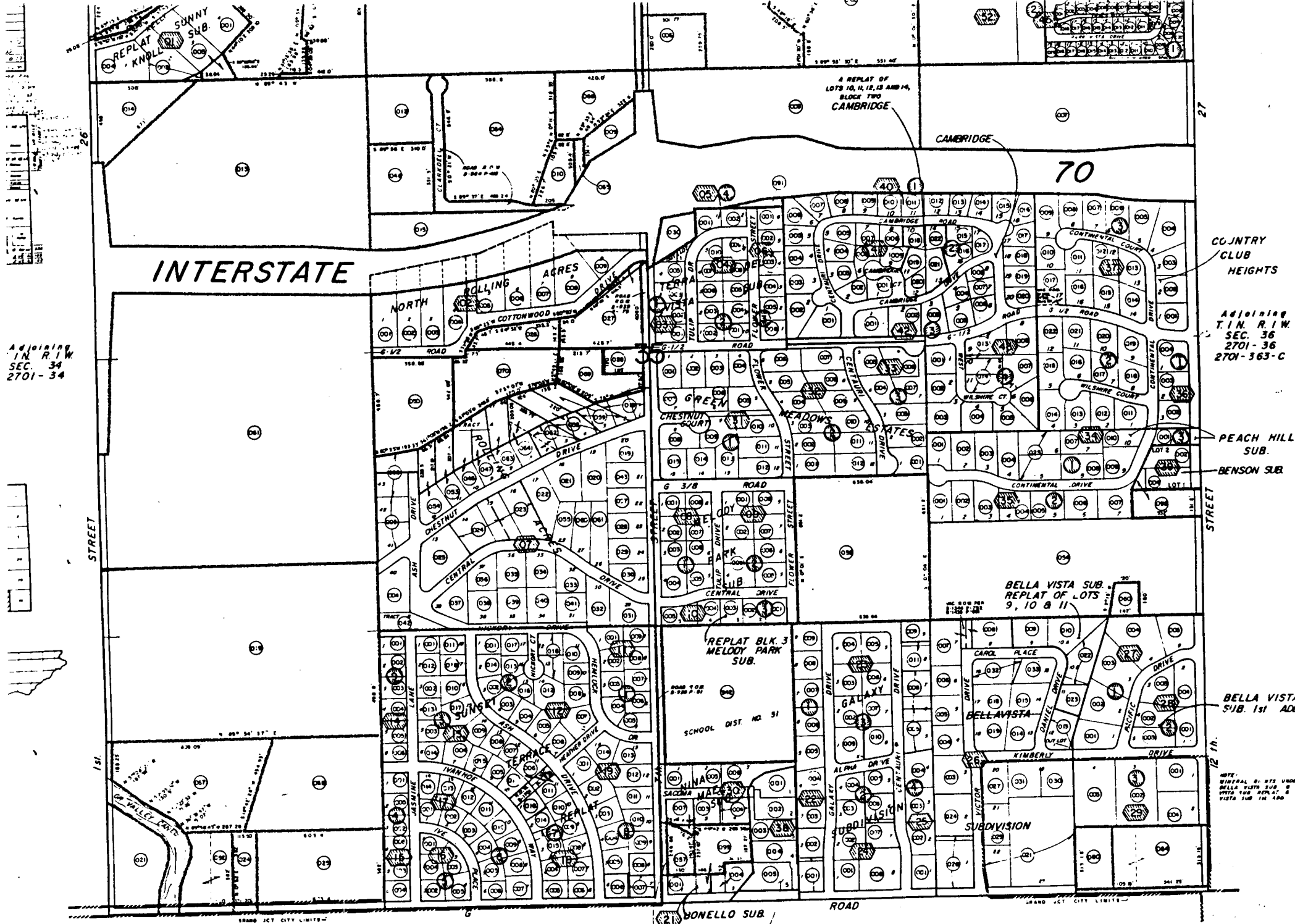
The foregoing instrument was acknowledged before me this 12th day of January by Ethel Lewis Harris

My commission expires February 20, 1971

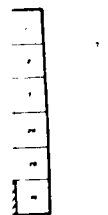
WITNESS my hand and official seal.



*Ruth H. Sutton*  
Notary Public



Adjoining  
T.I.N. R.I.W.  
SEC. 34  
2701-34



Adjoining  
T.I.S. R.I.W.  
NW 1/4 SEC. 2  
2945-022

Adjoining  
SACOMA COURT  
SUB.

Adjoining  
T.I.S. R.I.W.  
NE 1/4 SEC. 2  
2945-021

T.I.N. R.I.W. SEC. 35  
2701-35

NOTE:  
GENERAL BY THIS UNDER  
BELLA VISTA SUB. & BEL  
VISTA SUB. REPLAT. & BEL  
VISTA SUB. 1st ADD.

(Continued)

**7. DETERMINATION, EXTENT OF LIABILITY AND COINSURANCE.**

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the insured claimant who has suffered loss or damage by reason of matters insured against by this policy and only to the extent herein described.

(a) The liability of the Company under this policy shall not exceed the least of:

- (i) the Amount of Insurance stated in Schedule A; or,
- (ii) the difference between the value of the insured estate or interest as insured and the value of the insured estate or interest subject to the defect, lien or encumbrance insured against by this policy.

(b) In the event the Amount of Insurance stated in Schedule A at the Date of Policy is less than 80 percent of the value of the insured estate or interest or the full consideration paid for the land, whichever is less, or if subsequent to the Date of Policy an improvement is erected on the land which increases the value of the insured estate or interest by at least 20 percent over the Amount of Insurance stated in Schedule A, then this Policy is subject to the following:

- (i) where no subsequent improvement has been made, as to any partial loss, the Company shall only pay the loss pro rata in the proportion that the amount of insurance at Date of Policy bears to the total value of the insured estate or interest at Date of Policy; or
- (ii) where a subsequent improvement has been made, as to any partial loss, the Company shall only pay the loss pro rata in the proportion that 120 percent of the Amount of Insurance stated in Schedule A bears to the sum of the Amount of Insurance stated in Schedule A and the amount expended for the improvement.

The provisions of this paragraph shall not apply to costs, attorneys' fees and expenses for which the Company is liable under this policy, and shall only apply to that portion of any loss which exceeds, in the aggregate, 10 percent of the Amount of Insurance stated in Schedule A.

(c) The Company will pay only those costs, attorneys' fees and expenses incurred in accordance with Section 4 of these Conditions and Stipulations.

**8. APPORTIONMENT.**

If the land described in Schedule A consists of two or more parcels which are not used as a single site, and a loss is established affecting one or more of the parcels but not all, the loss shall be computed and settled on a pro rata basis as if the amount of insurance under this policy was divided pro rata as to the value on Date of Policy of each separate parcel to the whole, exclusive of any improvements made subsequent to Date of Policy, unless a liability or value has otherwise been agreed upon as to each parcel by the Company and the insured at the time of the issuance of this policy and shown by an express statement or by an endorsement attached to this policy.

**9. LIMITATION OF LIABILITY.**

(a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the land, or cures the claim of unmarketability of title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title as insured.

(c) The Company shall not be liable for loss or damage to any insured for liability voluntarily assumed by the insured in settling any claim or suit without the prior written consent of the Company.

**10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY.**

All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto.

**11. LIABILITY NONCUMULATIVE.**

It is expressly understood that the amount of insurance under this policy shall be reduced by any amount the Company may pay under any policy insuring a mortgage to which exception is taken in Schedule B or to which the insured has agreed, assumed, or taken subject, or which is hereafter executed by an insured and which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment under this policy to the insured owner.

**12. PAYMENT OF LOSS.**

(a) No payment shall be made without producing this policy for endorsement of the payment unless the policy has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within 30 days thereafter.

**13. SUBROGATION UPON PAYMENT OR SETTLEMENT.**

(a) The Company's Right of Subrogation.

Whenever the Company shall have settled and paid a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the insured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the insured claimant would have had against any person or property in respect to the claim had this policy not been issued. If requested by the Company, the insured claimant shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The insured claimant shall permit the Company to sue, compromise or settle in the name of the insured claimant and to use the name of the insured claimant in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the insured claimant, the Company shall be subrogated to these rights and remedies in the proportion which the Company's payment bears to the whole amount of the loss.

If loss should result from any act of the insured claimant, as stated above, that act shall not void this policy, but the Company, in that event, shall be required to pay only that part of any losses insured against by this policy which shall exceed the amount, if any, lost to the Company, by reason of the impairment by the insured claimant of the Company's right of subrogation.

(b) The Company's Rights Against Non-insured Obligors.

The Company's right of subrogation against non-insured obligors shall exist and shall include, without limitation, the rights of the insured to indemnities, guaranties, other policies of insurance or bonds, notwithstanding any terms or conditions contained in those instruments which provide for subrogation rights by reason of this policy.

**14. ARBITRATION**

Unless prohibited by applicable law, either the Company or the insured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. All arbitrable matters when the Amount of Insurance is \$1,000,000 or less shall be arbitrated at the option of either the Company or the insured. All arbitrable matters when the Amount of Insurance is in excess of \$1,000,000 shall be arbitrated only when agreed to by both the Company and the insured. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

**15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT.**

(a) This policy together with all endorsements, if any, attached hereto by the Company is the entire policy and contract between the insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the title to the estate or interest covered hereby or by any action asserting such claim, shall be restricted to this policy.

(c) No amendment of or endorsement to this policy can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

**16. SEVERABILITY.**

In the event any provision of the policy is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision and all other provisions shall remain in full force and effect.

**17. NOTICES, WHERE SENT.**

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to Transamerica Title Insurance Company, 4683 Chabot Drive, Suite 101, Pleasanton, CA 94588.

ISSUED BY  
**TRANSAMERICA  
TITLE INSURANCE COMPANY**

POLICY NUMBER  
**144-125085**

**OWNER'S POLICY OF TITLE INSURANCE**

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, TRANSAMERICA TITLE INSURANCE COMPANY, a California corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of the title;
4. Lack of a right of access to and from the land.

The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title, as insured, but only to the extent provided in the Conditions and Stipulations.

IN WITNESS WHEREOF, TRANSAMERICA TITLE INSURANCE COMPANY has caused its corporate name and seal to be hereunto affixed by its duly authorized officers, the Policy to become valid when countersigned by an authorized officer or agent of the Company.

**TRANSAMERICA TITLE INSURANCE COMPANY**

By: *Jeanice A. Swain*  
Authorized Countersignature



By: *Fredrick N. Sullivan*  
President

Attest: *James J. D. Lynch, Jr.*  
Secretary

**EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.  
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
  - (a) created, suffered, assumed or agreed to by the insured claimant;
  - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
  - (c) resulting in no loss or damage to the insured claimant;
  - (d) attaching or created subsequent to Date of Policy; or
  - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.