

DOUBLE SYSTEM



STATE OF HAWAII
OFFICE OF ASSISTANT REGISTRAR
RECORDED

June 29, 2012 8:01 AM

Doc No(s) T-8215447

on Cert(s) 411946

Issuance of Cert(s) 1044426



1 1/7 VKK
B-32086073

/s/ NICKI ANN THOMPSON
ASSISTANT REGISTRAR

Conveyance Tax: \$152500.00



STATE OF HAWAII
BUREAU OF CONVEYANCES
RECORDED

June 29, 2012 8:01 AM

Doc No(s) A-45630733



1 2/7 VKK
B-32086073

/s/ NICKI ANN THOMPSON
REGISTRAR

Return by Mail () Pickup () To:
Kamehameha Schools
Attn: Endowment Legal Division
P.O. Box 3466
Honolulu, Hawai'i 96801

TGOH 20127964 - S
TGES 210-12004353
BARBARA PAULO

This document contains 13 pages.

TITLE OF DOCUMENT: LIMITED WARRANTY DEED WITH COVENANTS

PARTIES TO DOCUMENT:

GRANTORS: JAMES DOUGLAS KEAUFHOU ING, MICAH A. KANE, JANEEN-ANN AHULANI OLDS, CORBETT AARON KAMOHAIKIOKALANI KALAMA, and LANCE KEAWE WILHELM, as Trustees of the Estate of Bernice Pauahi Bishop, whose address is 567 South King Street, Suite 200, Honolulu, Hawai'i 96813.

GRANTEE: KMC PARTNERS LLC, a Hawai'i limited liability company, whose address is 931 University Avenue, Suite 105, Honolulu, Hawai'i 96826.

PROPERTY DESCRIPTION: Tax Map Key No. (1) 9-8-008-026

Common Name of the Property: Newtown Square

I. GRANT AND LIMITED WARRANTY OF TITLE.

Grantors, above named, in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration to it paid by Grantee, above named, the receipt, adequacy, and sufficiency of which are hereby acknowledged, do hereby grant, bargain, sell and convey unto Grantee as tenant in severalty:

ALL of the real property more particularly described in Exhibit A attached hereto and made a part hereof (collectively the "**Property**"), together with all appurtenant easements and all buildings, structures, fixtures and other improvements located on the Property, but subject, however, to the terms of this Limited Warranty Deed with Reservations and Covenants (the "**Deed**"), any recorded and unrecorded leases and matters arising from or affecting the same (collectively, the "**Leases**"), and any other encumbrances mentioned in said Exhibit A (the Leases, the terms of this Deed, and the other encumbrances are collectively called herein the "**Encumbrances**");

TO HAVE AND TO HOLD the same, together with the rents, issues and profits thereof, and the tenements, rights, easements, privileges and appurtenances thereunto belonging or appertaining or held and enjoyed therewith unto Grantee, according to the tenancy and estate hereinabove set forth, forever, but specifically subject to the terms of the Leases and this Deed.

AND Grantors do hereby covenant with Grantee: that Grantors have good right to sell and convey the Property unto Grantee in the manner aforesaid, that the Property is free and clear of all encumbrances made or suffered by Grantors, except the Encumbrances or as herein set forth and real property taxes for the current year, and that Grantors will WARRANT AND DEFEND the title of the Property against any and all encumbrances made or suffered by Grantors, except as aforesaid.

AND Grantors do hereby quitclaim unto Grantee and its successors and permitted assigns, all rights of access, if any, and easements for drainage and other utilities, if any, pertaining particularly to the Property.

Grantors and Grantee, in consideration of the foregoing, for themselves, their successors, successors in trust, and assigns, do hereby covenant and agree as follows:

II. COVENANTS OF GRANTEE.

A. Grantors' Conveyance of the Property in "AS IS, WHERE IS" Condition. Grantee understands and acknowledges that the Property is being sold, and agrees to purchase the Property, in "AS IS, WHERE IS" condition, "WITH ALL FAULTS AND DEFECTS", with no representations or warranties by Grantors and no performance of any obligations by Grantors after the date of recordation of this Deed, except for Grantors' limited warranty of title as set forth in this Deed ("**Grantors' Limited Warranty of Title**").

B. No Representations or Warranties by Grantors. Except for Grantors' Limited Warranty of Title, Grantors make no representations or warranties with respect to the Property, whether express or implied. Grantors did not develop the Property and have not monitored the use of the Property. Accordingly, except for Grantors' Limited Warranty of Title, Grantors have not made, and will not make, any statements describing the condition, use, history, fitness, or structural soundness of the Property (including any improvements constituting part of the Property), including, without limitation: (i) whether the Property is useful for any purposes; (ii) the construction, structural soundness, condition or state of repair, operating order, safety, or livability of any improvements constituting part of the Property; (iii) the suitability of any of the improvements on the Property for Grantee's intended use or any

particular use or purpose whatsoever; (iv) whether the Property or any improvements thereon meet the requirements of any building, health, zoning, land use, subdivision, setback, or other law, ordinance, rule, or regulation which may apply; (v) whether any easement, right-of-way, or driveway meets the requirements of any building, health, zoning, land use, subdivision, setback, or other law, ordinance, rule, or regulation which may apply; (vi) the density, stability, structure, erosion, or other condition of the soil for building or any other use; (vii) whether there are any encroachments onto the Property or any encroachments onto neighboring properties; (viii) any matter concerning the electrical, water, gas, plumbing, sewer systems, or any other utility system and the availability or existence thereof; (ix) any staking or survey done by any person or the size of the Property or the location of the boundaries of the Property; (x) the existence or absence of any Hazardous Materials, as defined below; and (xi) any matter concerning the terms and conditions of the Leases. The Property is being sold in its existing condition and subject to the terms and conditions of the Leases, and Grantors will not give any assurance to Grantee regarding the existing condition of the Property or the terms and conditions of the Leases. Further, Grantors have not made any representations or warranties concerning any increase in the value of the Property, its investment value, or its resale value. Grantee acknowledges that none of Grantors or Grantors' broker or any agent, attorney, employee, or representative of Grantors or Grantors' broker has made or will make any such representations or warranties whatsoever regarding the Property, the Leases, or the subject matter of this Deed, or any part thereof, except for Grantors' Limited Warranty of Title.

C. Grantee's Assumption of Risk and Release of Grantors. Except for Grantors' Limited Warranty of Title, Grantee accepts and assumes all risks with respect to the Property, and hereby releases and forever discharges Grantors (including all past, present, and future Trustees of the Estate of Bernice Pauahi Bishop) and Grantors' agents, attorneys, employees and representatives, from and against any and all suits, administrative proceedings, claims, demands, causes of action, damages, consequential damages, losses, costs and expenses of any kind (collectively, "**Claims**"), whether known or unknown, which Grantee had, has or at any time may have, with respect to the Property, including, without limitation, any soil, water, drainage, or geologic conditions that cause personal injury or damage to the Property or to the improvements on the Property; but specifically excluding (i) any Claims arising after the date this Deed is recorded not related to the sale of the Property to Grantee or not related to Grantors' ownership, use, and operation of the Property and (ii) any Claims arising out of any intentional misconduct or intentional omission of Grantor. Without limiting the generality of the foregoing and except for Grantors' Limited Warranty of Title, Grantee assumes all the risks of Hazardous Materials on, about, around, under, over or within the Property, including all risks of any and all enforcement, clean up or other governmental or regulatory actions instituted or threatened pursuant to any Hazardous Materials Laws affecting the Property, all claims made or threatened by any third party against Grantee or the Property resulting from any Hazardous Materials, and Grantee's discovery of any occurrence or condition on the Property or any real property adjacent thereto which could subject Grantee or the Property to any restriction on ownership, occupancy, transferability or use of the Property under any Hazardous Materials Laws. Grantee hereby agrees to release, forever discharge (set free forever) and not sue Grantors (including all past, present, and future Trustees of the Estate of Bernice Pauahi Bishop) and Grantors' agents, attorneys, employees and representatives, from or for any claims that Grantee may have against, and any liability (past or future) of, such Trustees, agents, attorneys, employees, and representatives connected in any way to the Property or to any improvements constituting part of the Property, including, but not limited to, (x) any soil, water, drainage, or geologic conditions that cause personal injury or damage to the Property or to the improvements on the Property; or (y) any claims made by the lessees under the Leases or anyone else concerning the Leases; but specifically excluding (1) any Claims arising after the date this Deed is recorded not related to the sale of the Property to Grantee or not related to Grantors' ownership, use, and operation of the Property and (2) any Claims arising out of any intentional misconduct or intentional omission of Grantor. Such release will be deemed a part of this Deed.

D. **Definitions.** For purposes of this Deed, "*Hazardous Materials*" means any flammable explosives, radioactive materials, asbestos, organic compounds known as polychlorinated biphenyls, chemicals known to cause cancer or reproduction toxicity, pollutants, contaminants, hazardous wastes, toxic substances or related materials, including, without limitation, any substances defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," or "toxic substances" under any Hazardous Materials Laws. "*Hazardous Materials Laws*" means any federal, state or local laws, ordinances or regulations, now or hereafter in effect, relating to environmental conditions, industrial hygiene or Hazardous Materials on, under or about Property.

III. MISCELLANEOUS PROVISIONS.

A. **Reserved Rights.** Grantors reserve the benefit of any indemnification provisions contained in any Leases, grants, licenses or leases of easements affecting the Property; provided, however, that nothing herein contained shall diminish Grantee's rights and benefits under the same.

B. **Joint and Several Liability.** The term "Grantors," whenever used in this Agreement, will include Grantors and their successors in trust and assigns. The term "Grantee" will include Grantee and its successors and assigns, and as the context requires, the plural. If there is more than one person or entity who is "Grantee" under this Deed, then each person or entity will be jointly and severally liable for all of the obligations of Grantee under this Deed.

C. **Headings of Sections.** The headings of sections and subsections herein are inserted only for convenience and reference and shall in no way define, limit or describe the scope or intent of any provision of this Deed.

D. **Counterparts.** This Deed may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument. For all purposes, including, without limitation, recordation, filing and delivery of this Deed, duplicate unexecuted and unacknowledged pages of the counterparts may be discarded and the remaining pages assembled as one document.

E. **Limitation of Liability.** This Deed has been executed by or on behalf of the Trustees of the Estate of Bernice Pauahi Bishop in their fiduciary capacities as said Trustees, and not in their individual capacities. No personal liability or obligation under this Deed shall be imposed or assessed against said Trustees in their individual capacities.

F. **Completion of Blanks.** The parties hereto agree that the person or company recording or arranging for the recordation of this Deed is authorized to complete any blanks contained in this Deed with the applicable number of pages, dates, and recordation information, whether before or after this Deed has been notarized by a notary public, and in no event shall completion of any such blanks be deemed an alteration of this Deed by means of the insertion of new content.

[REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, Grantors and Grantee have executed this Deed, dated as of, and effective as of, the date this Deed is recorded in the Bureau of Conveyances of the State of Hawai'i and the Office of the Assistant Registrar of the Land Court of the State of Hawai'i.

Approved as to Content, Authority,
and Compliance with KS Policy:

Marcy P. Kung
Manager
Paul H. Kung
Vice President/Director

Approved as to Form:

AK
Legal Group
AK
Retained Counsel Cades Schutte LLP

TRUSTEES OF THE ESTATE OF BERNICE
PAUAAHI BISHOP, AS AFORESAID

By Eric Sonnenberg
Name: ERIC SONNENBERG, Director
Their Attorney-in-Fact

By Louanne G. A. Kam
Name: LOUANNE KAM, Sr. Counsel
Their Attorney-in-Fact

"Grantors"

KMC PARTNERS LLC,
a Hawai'i limited liability company

By: KMC Manager LLC,
a Hawai'i limited liability company
Its: Manager

By: _____
Name: Peter Savio
Its: Sole Member

"Grantee"

IN WITNESS WHEREOF, Grantors and Grantee have executed this Deed, dated as of, and effective as of, the date this Deed is recorded in the Bureau of Conveyances of the State of Hawai'i and the Office of the Assistant Registrar of the Land Court of the State of Hawai'i.

Approved as to Content, Authority,
and Compliance with KS Policy:

Manager

Vice President/Director

Approved as to Form:

Legal Group


Retained Counsel Cades Schutte LLP

TRUSTEES OF THE ESTATE OF BERNICE
PAUAHI BISHOP, AS AFORESAID

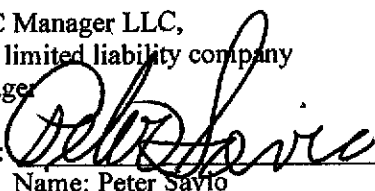
By _____
Name: _____
Their Attorney-in-Fact

By _____
Name: _____
Their Attorney-in-Fact

"Grantors"

KMC PARTNERS LLC,
a Hawai'i limited liability company

By: KMC Manager LLC,
a Hawai'i limited liability company
Its: Manager

By: 
Name: Peter Savio
Its: Sole Member

"Grantee"

STATE OF HAWAII

CITY AND COUNTY OF HONOLULU

SS.

JUN 26 2012

On

before me appeared

ERIC SONNENBERG, Director

and

LOUANNE KAM, Sr. Counsel

to me

personally known, who being by me duly sworn, did say that they are two of the attorneys-in-fact for JAMES DOUGLAS KEAUFUO ING, MICAH A. KANE, JANEEN-ANN AHULANI OLDS, CORBETT AARON KAMOHAIKIOKALANI KALAMA, and LANCE KEAWE WILHELM, Trustees of the Estate of Bernice Pauahi Bishop, duly appointed under Limited Power of Attorney effective as of January 1, 2012, recorded in the Bureau of Conveyances of the State of Hawaii as Document No. A-43850675, and in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. T-8037300; and that the foregoing instrument was executed in the name and on behalf of JAMES DOUGLAS KEAUFUO ING, MICAH A. KANE, JANEEN-ANN AHULANI OLDS, CORBETT AARON KAMOHAIKIOKALANI KALAMA, and LANCE KEAWE WILHELM, as Trustees of the Estate of Bernice Pauahi Bishop, by such persons in their capacities as attorneys-in-fact; and they acknowledged the instrument to be the free act and deed of the Trustees of the Estate of Bernice Pauahi Bishop, as aforesaid.

Signature:

Michelle M. Frias

Name:

MICHELLE M. FRIAS

Notary Public, State of Hawaii
My commission expires June 26, 2015

My commission expires:

(Official Stamp or Seal)

NOTARY CERTIFICATION STATEMENT

Document Identification or Description: Limited Warranty Deed with Covenants covering land situate at Waimalu, District of Ewa, City and County of Honolulu, State of Hawaii, bearing Tax Map Key No. (1) 9-8-008-026

Doc. Date: Undated at time of notarization

No. of Pages: 12

Jurisdiction: First Circuit

JUN 26 2012

Signature of Notary MICHELLE M. FRIAS
Notary Public, State of Hawaii
My commission expires June 26, 2015

Date of Notarization and
Certification Statement

(Official Stamp or Seal)

Printed Name of Notary

STATE OF HAWAII)
) SS:
CITY AND COUNTY OF HONOLULU)

On this 26 day of June, 2012, before me personally appeared PETER SAVIO, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as such person's free act and deed, and in the capacity shown, having been duly authorized to execute such instrument in such capacity.

L.S.

Signature: D. Quarles
Name: D. QUARLES
Notary Public, State of Hawai'i

My commission expires: 4-3-2015

(Official Stamp or Seal)

NOTARY CERTIFICATION STATEMENT

Document Identification or Description: Limited Warranty Deed with Covenants covering land situate at Waimalu, District of Ewa, City and County of Honolulu, State of Hawai'i, bearing Tax Map Key No. (1) 9-8-008-026

Doc. Date: Undated at time of notarization

No. of Pages: 12

Jurisdiction: First Circuit

Signature of Notary

Printed Name of Notary

Date of Notarization and Certification Statement

(Official Stamp or Seal)

EXHIBIT A

LOT 2-C-1, containing a total area of 124,957 square feet, more or less, as shown on map prepared by Harry K. Matsuo, Land Surveyor, with Community Planning, Inc., approved by the Department of Land Utilization, City and County of Honolulu, on April 4, 1974, comprised of the following:

-FIRST:-

All of that certain parcel of land situate at Waimalu, District of Ewa, City and County of Honolulu, State of Hawai'i, described as follows:

LOT 3-B-3-A-1, area 110,110.0 square feet, more or less, as shown on Map 13, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawai'i with Land Court Consolidation No. 84 of Bishop Trust Company, Limited, Trustee under the Will and of the Estate of Edith Austin, deceased, and others.

Being land(s) described in Transfer Certificate of Title No. 411,946 issued to TRUSTEES UNDER THE WILL AND OF THE ESTATE OF BERNICE PAUAHI BISHOP, DECEASED.

-SECOND:-

All of that certain parcel of land (being a portion of the land described in and covered by Royal Patent Number 2067, Land Commission Award Number 5649 to Kuhanaipuaa) situate, lying and being at Waimalu, District of Ewa, City and County of Honolulu, State of Hawai'i, being more particularly described as follows:

Beginning at the most easterly corner of this parcel of land, the coordinates of which referred to Government Survey Triangulation Station "EWA CHURCH" being 1,428.03 feet south and 9,232.75 feet east and running by azimuths measured clockwise from true South:

1. Along remainder of L. C. Aw. 5649 to Kuhanaipuaa on a curve to the left with a radius of 296.00 feet, the chord azimuth and distance being

32°	37'	52"	68.79	feet;
-----	-----	-----	-------	-------
2. 115° 57' 30" 98.17 feet along remainder of L. C. Aw. 5649 to Kuhanaipuaa;
3. 213° 30' 80.81 feet along Lot 3-B-3-A-1 of Land Court Consolidation 84 (Map 13);
4. 302° 58' 96.26 feet along Lot 3-B-3-A-1 of Land Court Consolidation 84 (Map 13) to the point of beginning and containing an area of 7,147 square feet, more or less.

-THIRD:-

All of that certain parcel of land (being a portion of the land described in and covered by Royal Patent Number 385, Land Commission Award Number 9356, Apana 3 to Kuheuehu), being a portion of EXCLUSION 1 of Land Court Application 950, situate, lying and being at Waimalu, District of Ewa,

EXHIBIT A

City and County of Honolulu, State of Hawai'i, being more particularly described as follows:

Beginning at the southeast corner of this parcel of land, the coordinates of which referred to Government Survey Triangulation Station "EWA CHURCH" being 1,164.65 feet south and 9,525.43 feet east and running by azimuths measured clockwise from true South:

1. Along remainder of R. P. 385, L. C. Aw. 9356, Apana 3 to Kuheuheu on a curve to the left with a radius of 1,046.00 feet, the chord azimuth and distance being

55° 56' 59" 90.61 feet;
2. 145° 00' 128.06 feet along Lot 3-B-3-A-1 of Land Court Consolidation 84, Map 13;
3. 88° 00' 36.30 feet along Lot 3-B-3-A-1 of Land Court Consolidation 84, Map 13;
4. 157° 30' 30" 40.32 feet along Lot 3-B-3-A-1 of Land Court Consolidation 84, Map 13;
5. 294° 14' 20" 219.56 feet along remainder of R. P. 385, L. C. Aw. 9356, Apana 3 to Kuheuheu to the point of beginning and containing an area of 7,698 square feet, more or less.

BEING THE PREMISES ACQUIRED BY DEED

GRANTOR : VENTURE FIFTEEN, INC., a Hawaii corporation

GRANTEE : TRUSTEES UNDER THE WILL AND OF THE ESTATE OF
BERNICE PAUAAHI BISHOP, DECEASED

DATED : July 11, 1977
RECORDED : Liber 12318 Page 710

Said above Deed was corrected by CORRECTION DEED dated July 11, 1977, recorded in Liber 17680 at Page 691.

SUBJECT, HOWEVER, TO:

1. -AS TO PARCEL FIRST:-

(A) DESIGNATION OF EASEMENT "C"

PURPOSE : Waimalu Stream maintenance
SHOWN : on Map 1, as set forth by Land Court Order No. T-20284, filed
July 20, 1962

(B) Easement "C" for Waimalu Stream maintenance purposes in favor of the CITY AND COUNTY OF HONOLULU, acquired by FINAL ORDER OF CONDEMNATION filed

May 3, 1971, in the Circuit Court of the First Circuit, State of Hawai'i, Civil No. 8199, filed as Land Court Document No. T-536319.

(C) DESIGNATION OF EASEMENT "P"

PURPOSE : electrical
SHOWN : on Map 9, as set forth by Land Court Order No. T-37242, filed April 6, 1973

(D) DESIGNATION OF EASEMENT "Q"

PURPOSE : utility
SHOWN : on Map 9, as set forth by Land Court Order No. T-37242, filed April 6, 1973

(E) DESIGNATION OF EASEMENT "R"

PURPOSE : sanitary sewer
SHOWN : on Map 9, as set forth by Land Court Order No. T-37242, filed April 6, 1973

(F) DESIGNATION OF EASEMENT "U"

PURPOSE : stream maintenance
SHOWN : on Map 13, as set forth by Land Court Order No. T-39913, filed June 5, 1974

(G) Right-of-way in favor of Lot 3-B-3-A-2 for access to Kaahumanu Street, a public road, as set forth by Land Court Order No. T-39913, filed June 5, 1974.

(H) GRANT

TO : HAWAIIAN ELECTRIC COMPANY, INC.
DATED : August 29, 1974
FILED : Land Court Document No. T-698269
GRANTING : an easement over said Easement "P"

(I) GRANT

TO : CITY AND COUNTY OF HONOLULU
DATED : October 2, 1973
FILED : Land Court Document No. T-724626
GRANTING : an easement over said Easement "Q"

(J) GRANT

TO : CITY AND COUNTY OF HONOLULU
DATED : May 2, 1984

FILED : Land Court Document No. T-1333079
GRANTING : an easement over said Easement "U"

(K) GRANT

TO : CITY AND COUNTY OF HONOLULU
DATED : May 2, 1984
FILED : Land Court Document No. T-1333080
GRANTING : an easement over said Easement "R"

2. -AS TO PARCEL SECOND:-

(A) Mineral and water rights of any nature in favor of the State of Hawaii.

(B) EXISTING SEWER EASEMENT and EXISTING EASEMENT "E" for Waimalu Stream maintenance, as shown on City and County of Honolulu, Division of Land Survey and Acquisition Parcel Map in Files 16-11-1-78 and 12-4-2-46-A, respectively, as contained in DEED dated July 1, 1975, filed as Land Court Document No. T-714615, recorded in Liber 10523 at Page 333.

(C) Easement in favor of the CITY AND COUNTY OF HONOLULU for right of way over, under, through and across that certain parcel of land designated as Parcel E, containing an area of 0.997 acre, more or less, acquired by FINAL ORDER OF CONDEMNATION filed in the Circuit Court of the First Circuit of the State of Hawai'i, Civil No. 8183, on October 28, 1963, recorded in Liber 4627 at Page 488.

(D) GRANT

TO : CITY AND COUNTY OF HONOLULU
DATED : October 2, 1973
RECORDED : Liber 10725 Page 382
GRANTING : an easement for sewer and drainage purposes over Easement "2-A", 16 feet wide, containing an area of 1,556 square feet, more or less, and being more particularly described therein

3. -AS TO PARCEL THIRD:-

(A) Mineral and water rights of any nature in favor of the State of Hawaii.

(B) PARCEL "C" for Waimalu Stream maintenance purposes in favor of the CITY AND COUNTY OF HONOLULU, acquired by FINAL ORDER OF CONDEMNATION filed December 19, 1963, in the Circuit Court of the First Circuit, Civil No. 8182, recorded in Liber 4657 at Page 42.

(C) GRANT

TO : CITY AND COUNTY OF HONOLULU
DATED : July 24, 1971
RECORDED : Liber 7790 Page 270

EXHIBIT A

GRANTING : an easement for sewer pipeline purposes over Parcel 5 containing an area of 1,805 square feet, more or less, and being more particularly described therein

(D) GRANT

TO : CITY AND COUNTY OF HONOLULU
DATED : February 13, 1984
RECORDED : Liber 18247 Page 393
GRANTING : an easement for maintenance purposes over Easement "M-5-A" containing an area of 1,290 square feet, more or less, and being more particularly described therein

4. Any recorded and unrecorded leases, rental agreements, licenses and other occupancy agreements, and matters arising from or affecting the same.
5. Any rights or interests which may exist or arise by reason of the following facts shown on survey map prepared by Kevin K. Kea, Land Surveyor, with ACE Land Surveying LLC, dated June 6, 2012:
 - (A) Sidewalk appurtenant to adjoining lot crosses into subject lot at its greatest point of 8.9' for a distance of 16.6'.
 - (B) Chainlink fence appurtenant to subject lot extends 6.4' into adjoining lot.
 - (C) CRM wall appurtenant to subject lot crosses into adjoining lot at its greatest point of 0.5' for a distance of 121.5'.
 - (D) Chainlink fence appurtenant to adjoining lot crosses over subject lot at its greatest point of 2.9' for a distance of 7.2'.
6. Any lien (or claim of lien) for services, labor or material arising from an improvement or work related to the land described above.