

AFTER RECORDING, RETURN TO:  
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**MUTUAL AND RECIPROCAL DECLARATION OF EASEMENT – NEW ROAD**

**Document:** Mutual and Reciprocal Declaration of  
Easement – New Road (“Agreement”)

**Reference numbers of related documents:**

**Parcel A Owner/Grantor:** Mary Lee Birkenfeld

**Parcel B Owner/Grantor:** Joseph A. Birkenfeld

**Parcel C Owner/Grantee:** Mary Lee Birkenfeld and  
Joseph A. Birkenfeld

**Abbreviated Legal Description:** A portion of Section 15, Township 4 North,  
Range 7 East

**Assessor's Property Tax Parcel  
Account Number(s):** 6.S.  
A portion of 04-07-15-0-0-0200-00

**RECITALS**

WHEREAS, Mary Lee Birkenfeld (“Parcel A Owner”) owns the real property described in Exhibit “A” (“Parcel A”);

WHEREAS, Joseph A. Birkenfeld (“Parcel B Owner”) owns the real property described in Exhibit “B” (“Parcel B”);

WHEREAS, Joseph A. Birkenfeld and Mary Lee Birkenfeld, as Tenants-in-Common (individually and collectively “Parcel C Owner”) own the real property described in Exhibit “C” (“Parcel C”);

WHEREAS, Parcel A Owner and Parcel B Owner intend to convey a) to each other a perpetual, non-exclusive, and reciprocal easement for ingress and egress across their respective properties to provide access to Parcel A and Parcel B and b) to the Parcel C Owner a perpetual, non-exclusive easement for ingress and egress over Parcel A and Parcel B for ingress and egress to Parcel C;

WHEREAS, the Parcel B Owner will, within six (6) months, construct a road ("New Road") within the easement more particularly described in this Agreement;

WHEREAS, the Parcel C Owner shall be responsible to maintain the New Road; and

WHEREFORE, the parties hereby agree as follows:

### RECIPROCAL EASEMENT

**1. Easement:** The Parcel A Owner and the Parcel B Owner, in consideration of ten dollars (\$10) and other good and valuable consideration, hereby grant and convey to a) each other a 20-foot-wide a perpetual, non-exclusive, and reciprocal easement over and across their respective properties to provide access to Parcel A and Parcel B and b) to the Parcel C Owner egress and ingress access over Parcel A and B to Parcel C with the easement to be granted further described in Exhibit "D", prepared by KA Trantow Surveying ("Easement").

**2. Purpose:** The purpose of the Easement is to permit a) the Parcel A Owner and Parcel B Owner to use the New Road to access their respective properties and b) the Parcel C Owner egress and ingress across the New Road to access Parcel C.

**3. Permitted Use:** The Parcel C Owner can use the Easement for the purpose of using, maintaining, and enjoying Parcel C. A party's permitted use of the Easement includes use by each party's guests, family, invitees, customers, vendors, contractors, agents, lessees, and employees.

**4. Construction and Maintenance of the Road:** Joseph A. Birkenfeld shall, within six (6) months of this Agreement, construct the New Road within the New Road Easement area. The New Road shall be comprised of rock and gravel generally consistent with the existing road that provides access to Parcel C through and behind the shop yard located on Parcel B. Once constructed, the Parcel C Owners shall be responsible to maintain the New Road; EXCEPT that a) if any party causes any damage to the New Road, beyond normal wear and tear, they will be solely responsible to repair and restore the New Road back to the condition it was in before the damage occurred or b) if the Parcel A Owner and/or Parcel B Owner substantially increase their use of the New Road, the Parcel A Owner, Parcel B Owner and Parcel C Owners shall split the maintenance expenses based

upon their percentage use of the Road. In any event, the owners of any parcel which is owned by more than one owner shall split the percentage apportioned to it in accordance with the provisions of Section 13.

**5. Gate:** The New Road shall be gated at its intersection with the Wind River Highway. The cost to construct and maintain the gate will be split 50/50 between the Parcel C Owner.

**6. Indemnification/Hold Harmless:** Parcel A Owner, Parcel B Owner, and Parcel C Owner shall indemnify and hold the others harmless from any and all liability associated with any of their use of this Easement including any and all claims by their guests, family, invitees, customers, vendors, contractors, agents, lessees, and employees, except where the party seeking indemnity has been grossly negligent or willfully and wantonly failed to perform its obligations under this Agreement. Likewise, each Parcel C Owner shall indemnify and hold the other harmless from any and all liability associated with their use of the Easement, including any and all claims by their guests, family, invitees, customers, vendors, contractors, agents, lessees, and employees, except where the party seeking indemnity has been grossly negligent or willfully and wantonly failed to perform its obligations under this Agreement.

**7. Duration of Easement:** This Agreement shall be perpetual in duration and the burdens and benefits of this Agreement shall run with the land benefited and burdened.

**8. Attorney Fees:** In the event any party hires an attorney to defend or enforce this Agreement, the prevailing party shall be entitled to their costs, including reasonable attorneys' fees, incurred in having to prosecute or defend their rights under the Agreement, whether or not a lawsuit is filed.

**9. Waiver:** The failure by either party at any time to require strict performance of any provision of this Agreement shall not be a waiver of or prejudice the right to subsequently enforce that provision or any other provision of this Agreement.

**10. Successors and Assigns:** This Agreement shall be binding upon and shall inure to the benefits of the successors and assigns of the parties hereto.

**11. Reviewed by the Parties:** The parties hereby represent that they have been represented by counsel of their own choosing with regard to this transaction and in the preparation of this document. Each of the parties further stipulates and acknowledges that they have read this Agreement and that they fully understand the terms and provisions and legal consequences of it.







EXHIBIT "A"

Parcel A Property / Tract 3

THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 4 NORTH, RANGE 7 EAST OF THE WILLAMETTE MERIDIAN.

EXCEPTING THEREFROM ALL OF THAT LAND PLATTED WITHIN THE HANSON SHORT PLAT AS RECORDED IN BOOK 3 PAGE 116 SKAMANIA COUNTY RECORDS;

ALSO EXCEPTING THEREFROM ALL OF LAND PLATTED WITHIN THE PLAT OF EL DECANSO AL RIO AS RECORDED IN BOOK A PAGE 90 OF SKAMANIA COUNTY RECORDS;

ALSO EXCEPTING A TRACT OF LAND MORE PARTICULARLY AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 15, TOWNSHIP 4 NORTH, RANGE 7 EAST, OF THE WILLAMETTE MERIDIAN; THENCE NORTH  $88^{\circ}53'17''$  WEST, ALONG THE NORTH LINE OF SAID SECTION 15, 1134.58 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY OF WIND RIVER ROAD; THENCE SOUTH  $30^{\circ}44'34''$  EAST, ALONG THE SOUTHWESTERLY RIGHT-OF-WAY OF SAID WIND RIVER ROAD, 841.83 FEET TO THE POINT OF BEGINNING OF THE TRACT BEING DESCRIBED; THENCE SOUTH  $30^{\circ}44'34''$  EAST, ALONG THE SOUTHWESTERLY RIGHT-OF-WAY OF SAID WIND RIVER ROAD 699.40 FEET TO A POINT ON A TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1472.40 FEET; THENCE SOUTHEASTERLY ALONG SAID TANGENT CURVE THROUGH A CENTRAL ANGEL OF  $19^{\circ}31'50''$  AN ARC LENGTH OF 501.84 FEET A CHORD WHICH BEARS SOUTH  $40^{\circ}30'27''$  EAST, 499.42 FEET; THENCE SOUTH  $00^{\circ}45'15''$  WEST, ALONG THE EAST LINE OF NORTHWEST QUARTER OF SAID SECTION 15, 229.70 FEET TO A POINT ON THE NORTH LINE OF LOT 3 OF THE P&R HANSON SHORT PLAT OF LOT 4 OF THE HANSON SHORT PLAT; THENCE NORTH  $70^{\circ}26'43''$  WEST, ALONG THE NORTH LINE OF SAID LOT 3 OF THE P&R HANSON SHORT PLAT OF LOT 4 OF THE HANSON SHORT PLAT AND ITS NORTHWESTERLY PROJECTION, 309.53 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF LOT 3 OF HANSON SHORT PLAT; THENCE NORTH  $52^{\circ}12'15''$  EAST, ALONG THE SOUTHEASTERLY LINE OF SAID LOT 3, 35.38 FEET TO THE NORTHEAST CORNER OF SAID LOT 3; THENCE NORTH  $70^{\circ}26'43''$  WEST, ALONG THE NORTH LINE OF SAID LOT 3 OF HANSON SHORT PLAT, 406.34 FEET TO THE NORTHERLY MOST CORNER OF SAID LOT 3; THENCE SOUTH  $19^{\circ}31'44''$  WEST, ALONG THE NORTHWEST LINE OF SAID LOT 3 OF HANSON SHORT PLAT 19.94 FEET; THENCE SOUTH  $00^{\circ}25'22''$  WEST ALONG THE WEST LINE OF LOT 3 SAID HANSON SHORT PLAT 312.01 FEET; THENCE NORTH  $88^{\circ}54'40''$  WEST, ALONG THE NORTH LINE OF LOT AND LOT 3 OF SAID HANSON SHORT PLAT 658.09 FEET TO THE NORTHWEST CORNER OF SAID LOT 2; THENCE SOUTH  $00^{\circ}05'24''$  WEST, ALONG THE WEST LINE OF LOT 1 OF SAID HANSON SHORT PLAT 665.79 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 15; THENCE NORTH  $88^{\circ}53'46''$  WEST ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF SAID SECTION 15, 39.68 FEET MORE OR LESS TO THE CENTERLINE OF THE WIND RIVER; THENCE FOLLOWING THE CENTERLINE OF SAID WIND RIVER THE FOLLOWING SEVEN (14) COURSES: (1) THENCE NORTH  $29^{\circ}17'16''$  WEST, 279.45 FEET; (2) THENCE NORTH  $33^{\circ}53'16''$  WEST, 280.96 FEET; (3) THENCE NORTH  $28^{\circ}11'33''$  WEST, 213.80 FEET; (4) THENCE NORTH  $45^{\circ}07'45''$  WEST, 195.80 FEET; (5) THENCE NORTH  $37^{\circ}50'50''$

EXHIBIT "A"

WEST, 196.10 FEET; (6) THENCE NORTH 23°35'15" WEST, 111.76 FEET; (7) THENCE NORTH 13°50'29" WEST, 210.97 FEET; (8) THENCE NORTH 07°50'45" WEST, 116.83 FEET; (9) THENCE NORTH 14°39'45" WEST, 94.91 FEET; (10) THENCE NORTH 06°00'50" WEST, 87.29 FEET; (11) THENCE NORTH 05°06'27" EAST, 56.79 FEET; (12) THENCE NORTH 27°25'52" EAST, 44.74 FEET; (13) THENCE NORTH 51°48'29" EAST, 56.69 FEET; (14) THENCE NORTH 88°32'52" EAST, 45.99 FEET TO A POINT IN THE CENTERLINE OF SAID WIND RIVER, LAST SAID POINT BEING NORTH OF THE NORTHEASTERLY MOST ROCK OUTCROP ON THE SOUTHEAST BANK OF SAID WIND RIVER; THENCE LEAVING THE CENTERLINE OF THE WIND RIVER NORTH 36°51'01" EAST, 1037.57 FEET; THENCE SOUTH 74°49'05" EAST, 39.93 FEET; THENCE SOUTH 39°43'14" EAST, 142.98 FEET; THENCE SOUTH 24°27'49" EAST, 647.97 FEET; THENCE NORTH 70°22'40" EAST, 357.48 FEET TO THE POINT OF BEGINNING.

**INCLUDING THERETO**

THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 4 NORTH, RANGE 7 EAST OF THE WILLAMETTE MERIDIAN.

EXCEPT THAT PORTION THEREOF LYING NORTHEASTERLY OF THE CENTERLINE OF THE WIND RIVER

**INCLUDING THERETO**

THE NORTH HALF OF THE SOUTH HALF OF THE SOUTHWEST QUARTER, AND THE NORTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 4 NORTH, RANGE 7 EAST OF THE WILLAMETTE MERIDIAN.

EXHIBIT "A"

## EXHIBIT "B"

## Parcel B Property / Tract 2

A TRACT OF LAND BEING A PORTION OF THAT CERTAIN TRACT OF LAND DESCRIBED IN BOOK 157 OF DEEDS PAGE 19 OF SKAMANIA COUNTY RECORDS LOCATED IN THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 4 NORTH, RANGE 7 EAST OF THE WILLAMETTE MERIDIAN. SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER CORNER OF SAID SECTION 15, TOWNSHIP 4 NORTH, RANGE 7 EAST, OF THE WILLAMETTE MERIDIAN; THENCE NORTH  $88^{\circ}53'17''$  WEST, ALONG THE NORTH LINE OF SAID SECTION 15, 1134.58 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY OF WIND RIVER ROAD; THENCE SOUTH  $30^{\circ}44'34''$  EAST, ALONG THE SAID SOUTHWESTERLY RIGHT-OF-WAY OF SAID WIND RIVER ROAD, 841.83 FEET TO THE POINT OF BEGINNING OF THE TRACT BEING DESCRIBED; THENCE SOUTH  $30^{\circ}44'34''$  EAST, ALONG THE SOUTHWESTERLY RIGHT-OF-WAY OF SAID WIND RIVER ROAD 699.40 FEET TO A POINT ON A TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1472.40 FEET; THENCE SOUTHEASTERLY ALONG SAID TANGENT CURVE THROUGH A CENTRAL ANGLE OF  $19^{\circ}31'50''$  AN ARC LENGTH OF 501.84 FEET; THENCE SOUTH  $00^{\circ}45'15''$  WEST ALONG THE EAST LINE OF NORTHWEST QUARTER OF SECTION 15, 229.70 FEET TO A POINT ON THE NORTH LINE OF LOT 3 OF THE P&R HANSON SHORT PLAT OF LOT 4 OF THE HANSON SHORT PLAT; THENCE NORTH  $70^{\circ}26'43''$  WEST, ALONG THE NORTH LINE OF SAID LOT 3 OF THE P&R HANSON SHORT PLAT OF LOT 4 OF THE HANSON SHORT PLAT AND ITS NORTHWESTERLY PROJECTION, 309.53 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF LOT 3 OF HANSON SHORT PLAT; THENCE NORTH  $52^{\circ}12'15''$  EAST, ALONG THE SOUTHEASTERLY LINE OF SAID LOT 3, 35.38 FEET TO THE NORTHEAST CORNER OF SAID LOT 3; THENCE NORTH  $70^{\circ}26'43''$  WEST, ALONG THE NORTH LINE OF SAID LOT 3 OF THE HANSON SHORT PLAT, 406.34 FEET TO THE NORTHERLY MOST CORNER OF SAID LOT 3; THENCE SOUTH  $19^{\circ}31'44''$  WEST, ALONG THE NORTHWEST LINE OF SAID LOT 3 OF THE HANSON SHORT PLAT 19.94 FEET; THENCE SOUTH  $00^{\circ}25'22''$  WEST ALONG THE WEST LINE OF SAID LOT 3 OF THE HANSON SHORT PLAT 312.01 FEET; THENCE NORTH  $88^{\circ}54'40''$  WEST, ALONG THE NORTH LINE OF LOT 3 AND LOT 2 OF SAID HANSON SHORT PLAT 658.09 FEET TO THE NORTHWEST CORNER OF SAID LOT 2; THENCE SOUTH  $00^{\circ}05'24''$  WEST, ALONG THE WEST LINE OF LOT 1 OF SAID HANSON SHORT PLAT 665.79 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 15; THENCE NORTH  $88^{\circ}53'46''$  WEST ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF SECTION 15, 39.68 FEET TO THE CENTERLINE OF THE WIND RIVER; THENCE FOLLOWING THE CENTERLINE OF SAID WIND RIVER THE FOLLOWING SEVEN (7) COURSES: (1) NORTH  $29^{\circ}17'16''$  WEST, 279.45 FEET; (2) THENCE NORTH  $33^{\circ}53'16''$  WEST, 280.96 FEET; (3) THENCE NORTH  $28^{\circ}11'33''$  WEST, 213.80 FEET; (4) THENCE NORTH  $45^{\circ}07'45''$  WEST, 195.80 FEET; (5) THENCE NORTH  $37^{\circ}50'50''$  WEST, 196.10 FEET; (6) THENCE NORTH  $23^{\circ}35'15''$  WEST, 111.76 FEET; (7) THENCE NORTH  $13^{\circ}50'29''$  WEST, 54.11 FEET; THENCE NORTH  $83^{\circ}58'02''$  EAST, 148.47 FEET; THENCE SOUTH  $85^{\circ}23'05''$  EAST, 123.96 FEET; THENCE SOUTH  $72^{\circ}01'36''$  EAST, 157.03 FEET; THENCE SOUTH  $81^{\circ}19'36''$  EAST, 154.63 FEET;

EXHIBIT "B"



THENCE SOUTH 88°30'21" EAST, 432.35 FEET; THENCE NORTH 00°45'15" EAST, PARALLEL WITH THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 15, 405.25 FEET; THENCE NORTH 14°42'14" EAST, 110.84 FEET; THENCE NORTH 02°20'29" EAST, 264.36 FEET; THENCE NORTH 70°22'40" EAST, 357.48 FEET TO THE POINT OF BEGINNING.

CONTAINING 30.50 ACRES MORE OR LESS

Unofficial  
Copy

EXHIBIT "B"

## EXHIBIT "C"

## Joint Property / Tract 1

A TRACT OF LAND BEING A PORTION OF THAT CERTAIN TRACT OF LAND DESCRIBED IN BOOK 157 OF DEEDS PAGE 19 OF SKAMANIA COUNTY RECORDS LOCATED IN THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 4 NORTH, RANGE 7 EAST OF THE WILLAMETTE MERIDIAN. SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 15, TOWNSHIP 4 NORTH, RANGE 7 EAST, OF THE WILLAMETTE MERIDIAN; THENCE NORTH  $88^{\circ}53'17''$  WEST, ALONG THE NORTH LINE OF SAID SECTION 15, 1134.58 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY OF WIND RIVER ROAD; THENCE SOUTH  $30^{\circ}44'34''$  EAST, ALONG THE WEST RIGHT-OF-WAY OF SAID WIND RIVER ROAD, 841.83 FEET; THENCE SOUTH  $70^{\circ}22'40''$  WEST, 357.48 FEET TO THE POINT OF BEGINNING OF THE TRACT BEING DESCRIBED; THENCE SOUTH  $02^{\circ}20'29''$  WEST, 264.36 FEET; THENCE SOUTH  $14^{\circ}42'14''$  WEST, 110.84 FEET; THENCE SOUTH  $00^{\circ}45'15''$  WEST, PARALLEL WITH THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 15, 405.25 FEET; THENCE NORTH  $88^{\circ}30'21''$  WEST, 432.35 FEET; THENCE NORTH  $81^{\circ}19'36''$  WEST, 154.63 FEET; THENCE NORTH  $72^{\circ}01'36''$  WEST, 157.03 FEET; THENCE NORTH  $85^{\circ}23'05''$  WEST, 123.96 FEET; THENCE SOUTH  $83^{\circ}58'02''$  WEST, 148.47 FEET, MORE OR LESS, TO THE CENTER LINE OF THE WIND RIVER; THENCE FOLLOWING THE CENTERLINE OF SAID WIND RIVER THE FOLLOWING EIGHT (8) COURSES; (1) THENCE NORTH  $13^{\circ}54'29''$  WEST, 156.86 FEET; (2) THENCE NORTH  $07^{\circ}50'45''$  WEST, 116.83 FEET; (3) THENCE NORTH  $14^{\circ}39'45''$  WEST, 94.91 FEET; (4) THENCE NORTH  $06^{\circ}00'50''$  WEST, 87.29 FEET; (5) THENCE NORTH  $05^{\circ}06'27''$  EAST, 56.79 FEET; (6) THENCE NORTH  $27^{\circ}25'52''$  EAST, 44.74 FEET; (7) THENCE NORTH  $51^{\circ}48'29''$  EAST, 56.69 FEET; (8) THENCE NORTH  $88^{\circ}32'52''$  EAST, 45.99 FEET TO A POINT IN THE CENTERLINE OF SAID WIND RIVER, LAST SAID POINT BEING NORTH OF THE NORTHEASTERLY MOST ROCK OUTCROP ON THE SOUTHEAST BANK OF SAID WIND RIVER; THENCE LEAVING THE CENTERLINE OF THE WIND RIVER NORTH  $36^{\circ}51'01''$  EAST, 1037.57 FEET; THENCE SOUTH  $74^{\circ}49'05''$  EAST, 39.93 FEET; THENCE SOUTH  $39^{\circ}43'14''$  EAST, 142.98 FEET; THENCE SOUTH  $24^{\circ}27'49''$  EAST, 647.97 FEET TO THE POINT OF BEGINNING.

CONTAINING 25.98 ACRES MORE OR LESS

EXHIBIT "C"

EXHIBIT "D"

New Road Easement Legal Description

A STRIP OF LAND 20.00 FEET WIDE, BEING A PORTION OF THAT CERTAIN TRACT OF LAND DESCRIBED IN BOOK 157 OF DEEDS PAGE 19 OF SKAMANIA COUNTY RECORDS, LOCATED IN THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 4 NORTH, RANGE 7 EAST. SAID STRIP OF LAND LYING 10 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 15, TOWNSHIP 4 NORTH, RANGE 7 EAST, OF THE WILLAMETTE MERIDIAN; THENCE NORTH  $88^{\circ}53'17''$  WEST, ALONG THE NORTH LINE OF SAID SECTION 15, 1134.58 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY OF WIND RIVER ROAD; THENCE SOUTH  $30^{\circ}44'34''$  EAST, ALONG THE SOUTHWESTERLY RIGHT-OF-WAY OF SAID WIND RIVER ROAD, 841.83 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE OF SAID 20.00 FOOT WIDE STRIP OF LAND; THENCE SOUTH  $70^{\circ}22'40''$  WEST, ALONG THE NORTHERLY MOST LINE OF SAID TRACT 2, 357.48 FEET TO A POINT ON THE EAST LINE OF TRACT 1 AND THE NORTHWESTERLY MOST CORNER OF SAID TRACT 2. THE SIDELINES OF SAID STRIP OF LAND TO BE LENGTHENED OR SHORTENED AS NECESSARY TO INTERSECT THE EAST LINE OF TRACT 1.

EXHIBIT "D"