

v.       **Ingress and Egress.** For purposes of ingress and egress to their respective properties, the Company and KATLL shall be entitled to utilize the physical areas encompassed within the areas: (1) currently utilized as existing roads on the Ward Tract; and (2) identified as "Existing Woods Road" and/or "Existing Access Road" on the Buckelew Survey and/or the Roehm Survey; and/or (3) the two "Existing Woods Roads," running from the Existing Woods Road, as identified on the Roehm Survey, and as marked on the Roehm Survey by the parties and identified thereon as "Roehm Access" (collectively, "Shared Roads"). The Company and KATLL do hereby reciprocally grant, reserve and retain, as necessary, ingress and egress use rights in and to the Shared Roads. The Shared Roads rights provided herein are and constitute predial servitudes in favor of the respective properties being accessed. In the event use of all or a portion of the identified Shared Roads is lost or unable to be utilized, then the parties shall grant and provide to the other a reasonable, comparable servitude of ingress and egress across their respective properties, as necessary, to continue ingress and egress to the respective properties as contemplated and provided herein ("Replacement Road"). The predial servitude of ingress and egress included herein shall attach to and be applicable to any and all Replacement Roads. The Company and KATLL shall cooperate and coordinate their respective uses and activities involving the Shared Roads so as to reasonably accommodate the other's use thereof. Each party shall be responsible for their use of the Shared Roads and each shall promptly repair any and all damages, including, without limitation, wear and tear that results from said party's use.