

2004 22460

Recorded in the Above

DEED Book & Page

09-30-2004 02:10:09 PM

Source Of Title: 718 / 414

A. Harry McCallum - Probate Judge

Tuscaloosa County, Alabama

(Tuscaloosa County)

This instrument was prepared by: Clay C. Dickinson, GeoMet, Inc. 5336 Stadium Trace Parkway, Suite 206,  
Birmingham, AL 35244  
Source of Title: Deed Book 718 Page 414, 882 Page 250

## RIGHT-OF-WAY AND EASEMENT AGREEMENT

STATE OF ALABAMA

§

§

COUNTIES OF SHELBY, BIBB AND TUSCALOOSA

§



20041004000544670 Pg 1/13 77.00

Shelby Cnty Judge of Probate, AL

10/04/2004 09:26:00 FILED/CERTIFIED

This Right-of-Way and Easement Agreement is made and entered into this 23 day of June, 2004, by and between **Gulf States Paper Corporation**, whose address is P. O. Box 48999, Tuscaloosa, AL 35404, hereinafter referred to as "**Grantor**", and **GEOMET, INC.**, an Alabama corporation, whose address is 5336 Stadium Trace Parkway, Suite 206, Birmingham, Alabama 35244, hereinafter referred to as "**Grantee**". For and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration paid by Grantee, the receipt and sufficiency of which is hereby acknowledged, Grantor does hereby grant, bargain and convey to Grantee, its successors and assigns, the rights set forth hereinbelow on the following lands set out on **Exhibit "A"** (Premises) attached hereto and made a part hereof, located in Shelby, Bibb and Tuscaloosa Counties, AL., to wit:

- (a) An exclusive right-of-way and access easement ten feet (10.0') in width for a distance of approximately 37,988 feet more or less, following the estimated route set out on Exhibit "B" attached hereto and made a part hereof, with the right to construct, improve, entrench, inspect, maintain, operate, repair, replace, alter, remove, protect, or abandon in place, a pipeline or pipelines for the transportation of water with appurtenances thereto, including but not limited to valves, metering equipment, and related equipment along a right-of-way over, under, through or across the Premises, for the purposes of transporting water produced from coalbed methane exploration, development and production operations on other lands, along with ingress and egress to same in, on, over and through the Premises for any and all purposes necessary or convenient to the exercise by Grantee of the rights and easements herein granted. All ingress and egress by grantee shall be coordinated with the Grantor. Grantor shall be notified each time the Grantee plans to access the pipeline right of way.

Grantor further grants to Grantee a non-exclusive easement twenty feet (20.0') in width on, over, and across the surface only of certain lands of Grantor, as temporary work space for the purpose of flagging, surveying, constructing, installing, maintaining, and removing said pipeline

Recorded In RPB BK 141 PG 729, 09/29/2004 01:47:22 PM Deed Tax 69.00, Recording Fee 45.50, TOTAL 114.50  
Jerry C. Pow, Probate Judge, Bibb County, Alabama

and other improvements permitted hereunder. During the time of construction, repairing, alteration, replacement and removal of said pipelines and facilities thereto, Grantee shall also have the right to use a reasonable area as temporary work space necessary for Grantee's use thereof for its operations along the right-of-way at the crossing of roads, railroads, streams, or uneven terrain. Grantee shall similarly compensate Grantor for the use of any lands used or damaged outside the 20' temporary and 10' easement described in this agreement, including any future damages or use of other property owned by Grantor.

The consideration agreed to and paid by Grantee to Grantor for execution of this agreement shall be paid in full upon execution and delivery of this Right of Way Agreement.

The full consideration paid to Grantor is to be inclusive of payment for any damages to growing crops and/or timber that may arise from the laying, maintaining, operating or removing said road and/or pipeline. Grantor does hereby agree that every claim or cause of action that Grantor has now that is attributable to the above described operations is hereby fully satisfied, released and discharged.

Grantee shall attempt to bury its pipelines to a depth where practical and agrees to properly backfill and grade the right of way area so that the construction or maintenance of such pipeline(s) will cause no appreciable adverse change in the normal grade of the right-of-way area. Grantee is responsible for protection of its pipeline. Grantee's pipeline shall in no way interfere with Grantors forestry or cultural operation over Grantee's pipeline. Grantor is not responsible for any damage caused to Grantees pipeline in its normal forestry or cultural operations.

Grantee may clear the right-of way areas and cut timber and other forest products in clearing and maintaining the right-of-way for the installation of road, pipeline, equipment and appurtenances authorized hereunder and in connection with Grantee's operations hereunder.

Grantee will clear debris which is caused by its construction or installation of the facilities provided for herein in a workmanlike manner and will maintain the easement and right-of-way free from unsightly and hazardous conditions.

In exercising its rights hereunder, Grantee is given a non-exclusive right to use the roads and bridges, if any, on the lands of Grantor adjacent to the right-of-way, but Grantee at its sole cost and expense shall promptly repair all damage or deterioration caused by Grantee's use. If Grantee in the exercise of its rights hereunder desires to cut any fences of Grantor for temporary access to the right-of-way, Grantee shall promptly thereafter brace, keep and restore any such fence in a workmanlike manner. If a fence line which establishes a property line is removed, Grantee will re-establish the line using standard survey practices. Grantee shall coordinate with Grantor on the use of access roads and notify Grantor of its intention to use any of Grantor's roads for access.

Grantee agrees that it will exercise all rights hereunder in accordance with all present and future applicable laws, rules and regulations and in such a manner to reasonably prevent injury or damage to Grantor's adjoining property.

Grantee agrees to indemnify and forever hold harmless Grantor against each and every claim, demand, and cause of action for damages to property, personal injury or loss of life that may be made or come against Grantor by reason or in any way arising out of the construction, operation, maintenance or the facilities constructed under the provisions of this instrument except for such claims, demands, or causes of action for damages to property, personal injury or loss of life arising, wholly or in part, from the negligence or willful acts of Grantor or its agents, invitees, employees and servants.

The term of this agreement shall be from the date of this agreement and continue so long thereafter as Grantee, or its successors and assigns, uses or has use for the Premises for its operations thereof and for the purposes herein granted; provided, however, that when Grantee shall have ceased to use the waterline for a period of two (2) years, all rights and interest of Grantee hereunder shall cease and terminate without notice and shall revert to the owner of the Premises.

The undersigned Grantor hereby covenants and warrants that it is the sole surface owner of the Premises, and has the right to enter in to this agreement. Grantor agrees to warrant and forever defend all and singular, the rights and premises granted to Grantee, its successors and assigns, against every person lawfully claiming or to claim all or any part of those rights and premises.

In the event of reversion to Grantor of the right of way and easement herein granted, Grantee shall restore said Premises, except as to timber and other forest products removed hereunder and site shall be reclaimed according to standard business practices.

This agreement and the rights granted hereunder shall be covenants running with the land and binding upon the heirs, executors, administrators, successors and assigns of the parties hereto. The rights of either party hereunder may be assigned or transferred in whole or in part.

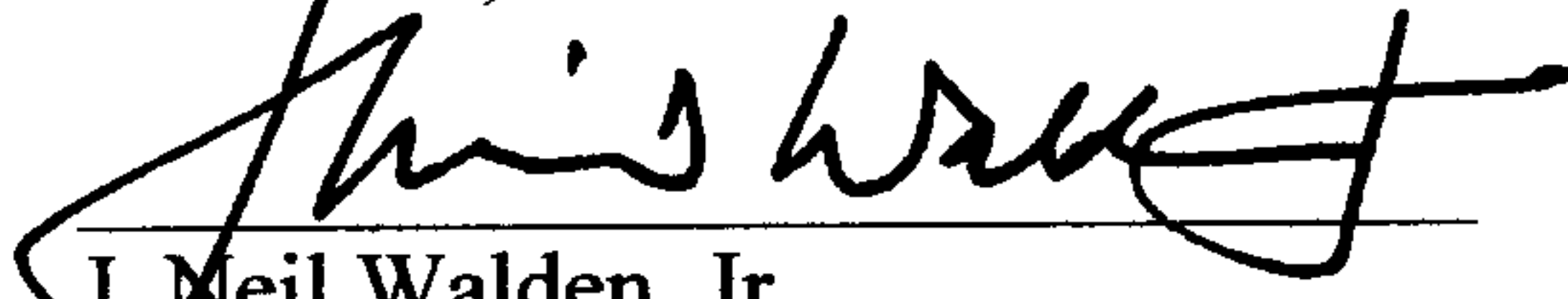
The Grantor herein expressly reserves for itself and its successors and assigns the right to use and enjoy the Premises described herein in so far as such use and enjoyment by the Grantor, its successors and assigns shall not unreasonably interfere with the use of said easement and right-of-way by said Grantee, its successors and assigns.

Prior to the commencement of construction operations on the Premises, the proposed location of said pipeline shall be properly flagged by Grantee. Written notice of the flagged route, including a plat depicting the approximate location shall be given to Grantor a minimum of ten (10) days prior to commencement of construction. Grantor shall then have ten (10) days to approve, disapprove, or modify said location(s) after which in the event Grantor has made no response, Grantee may deem that said approval has been granted. Approval of the flagged location of said pipeline by Grantor shall not be unreasonably withheld.

IN WITNESS WHEREOF, this agreement is executed on the date set forth hereinabove.

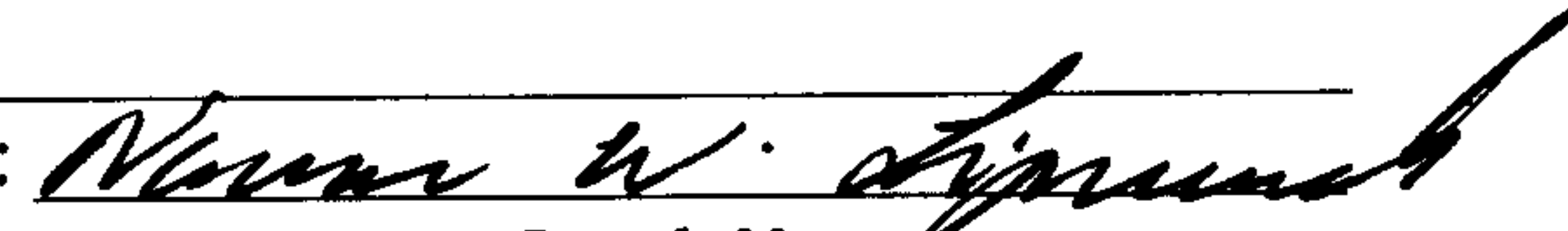
**GRANTEE:**

GEOMET, INC.

  
J. Neil Walden, Jr.  
Vice President

**GRANTOR:**

GULF STATES PAPER CORPORATION

By:   
Its: Corporate Land Manager

2004 22463

Recorded in the Above

DEED Book & Page

09-30-2004 02:10:09 PM

Book/Pg: 2004/22463

Term/Cashier: SCAN1 / patsyv

Tran: 5264.383047.446164

Recorded: 09-30-2004 14:10:36

DFE Deed Tax

34.50

PTF Probate Judge Fee

2.00

REC Recording Fee

35.50

SOT Source of Title

1.25

Total Fees: \$ 71.25

RPB 141 732

STATE OF ALABAMA

COUNTY OF TUSCALOOSA

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Norman W. Lipscomb, whose name as Corporate Land Manager of Gulf States Paper Corporation, is signed to the foregoing, and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing, he as such officer and with full authority executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand and official seal, this the 23rd day of June, 2004.

Rhonda P. Lancaster  
Notary Public

My commission expires NOTARY PUBLIC STATE OF ALABAMA AT LARGE  
MY COMMISSION EXPIRES: Mar 4, 2006  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

STATE OF ALABAMA )

COUNTY OF JEFFERSON )

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that J. Neil Walden, Jr. whose name as Vice-President of GeoMet, Inc., an Alabama Corporation, is signed to the foregoing, and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing, he as such officer and with full authority executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand and official seal this the 26th day of July, 2004.

My Commission Expires:

Bettie S. Vernon  
Notary Public

3-16-08

**EXHIBIT "A" (The Premises)**

ATTACHED TO AND MADE A PART OF THAT CERTAIN RIGHT-OF-WAY AND  
EASEMENT AGREEMENT DATED 6/23/04 BY AND BETWEEN GULF  
STATE PAPER CORPORATION, GRANTOR AND GEOMET, INC., GRANTEE

**SHELBY COUNTY, ALABAMA**

**TOWNSHIP 21 SOUTH, RANGE 5 WEST**

Section 13: E  $\frac{1}{2}$  of E  $\frac{1}{2}$ , SW  $\frac{1}{4}$  of SE  $\frac{1}{4}$ .  
Section 24: NE  $\frac{1}{4}$  of NW  $\frac{1}{4}$

**BIBB COUNTY, ALABAMA**

**TOWNSHIP 21 SOUTH, RANGE 5 WEST**

Section 23: N  $\frac{1}{2}$ .  
Section 22: SE  $\frac{1}{4}$ .  
Section 27: N  $\frac{1}{2}$  of N  $\frac{1}{2}$ .  
Section 21: S  $\frac{1}{2}$  of S  $\frac{1}{2}$ .  
Section 29: N  $\frac{1}{2}$  of N  $\frac{1}{2}$ .  
Section 30: NE  $\frac{1}{4}$  of NE  $\frac{1}{4}$ .

2004 22465  
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**TUSCALOOSA COUNTY**

**TOWNSHIP 21 SOUTH, RANGE 7 WEST**

Section 12: NE  $\frac{1}{4}$  of NW  $\frac{1}{4}$ , SW  $\frac{1}{4}$  of NE  $\frac{1}{4}$ .

**TOWNSHIP 20 SOUTH, RANGE 8 WEST**

Section 33: N  $\frac{1}{2}$  of S  $\frac{1}{2}$ .  
Section 32: E  $\frac{1}{2}$  of E  $\frac{1}{2}$  of SE  $\frac{1}{4}$ .

SIGNED:

  
\_\_\_\_\_

SHELBY COUNTY, ALABAMA  
TOWNSHIP 21 SOUTH, RANGE 5 WEST

2004 22456  
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RTH

Whispering Pines  
Lake

US STEEL

18

13

US PIPE REALTY

CREEK

NABORS

GeoMet, Inc.



5936  
STADIUM TRACE PKWY  
SUITE 206  
HOOVER, AL 35244

CAHABA WATER LINE PROJECT  
PROPOSED 30' EASEMENT  
GULF STATES PAPER CORP.

SENTELL ENGINEERING, INC.  
P.O. BOX 1246 / TUSCALOOSA, ALABAMA 354  
PHONE (205) 752-5564 / FAX (205) 752-5564  
e-mail: sentell@sentell.net

DRAWN BY  
DLB

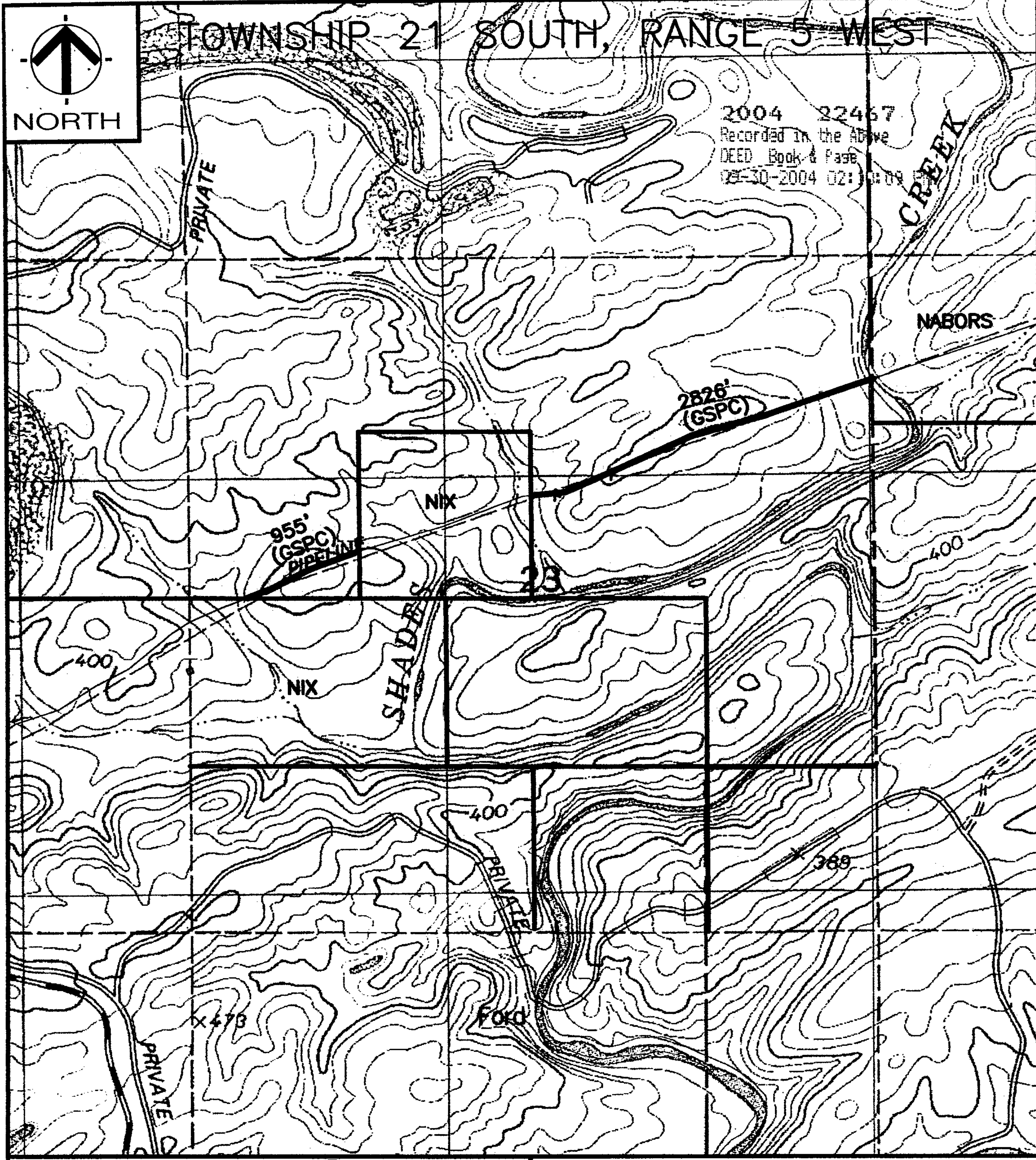
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1"=1000'


DATE  
06/04

FILE NO.  
04-088

6999-767-007

67:BT 6007



**GeoMet, Inc.**  5336 STADIUM TRACE PKWY  
SUITE 206  
HOOVER, AL 35244

**CAHABA WATER LINE PROJECT**  
**PROPOSED 30' EASEMENT**  
**BIBB COUNTY, ALABAMA**

**SENTELL ENGINEERING, INC.**  
P.O. BOX 1246 / TUSCALOOSA, ALABAMA 35403  
PHONE (205) 752-5564 / FAX (205) 752-5569  
e-mail: sentell@sentell.net

DRAWN BY	SCALE	DATE	FILE NO.	JOB NO.
DLB	1"=1000'	06/04	03-279	03-279

Exhibit "B"  
Page 2

03279 amt - GSPC.dwn



TOWNSHIP 21 SOUTH, RANGE 5 WEST

2004 22468  
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DEED Book & Page  
09-30-2004 02:13:40 PM

PRIVATE

PIPELINE

BELCHER

734'  
(GSPC)

TATUM

PRIVATE

X 473

GeoMet, Inc.



5336  
STADIUM TRACE PKWY  
SUITE 206  
HOOVER, AL 35244

CAHABA WATER LINE PROJECT  
PROPOSED 30' EASEMENT  
BIBB COUNTY, ALABAMA

SENTELL ENGINEERING, INC.

P.O. BOX 1246 / TUSCALOOSA, ALABAMA 35403

PHONE (205) 752-5564 / FAX (205) 752-5569

e-mail: [sentell@sentell.net](mailto:sentell@sentell.net)

DRAWN BY

DLB

SCALE

1"=1000'

DATE

06/04

FILE NO.

03-279

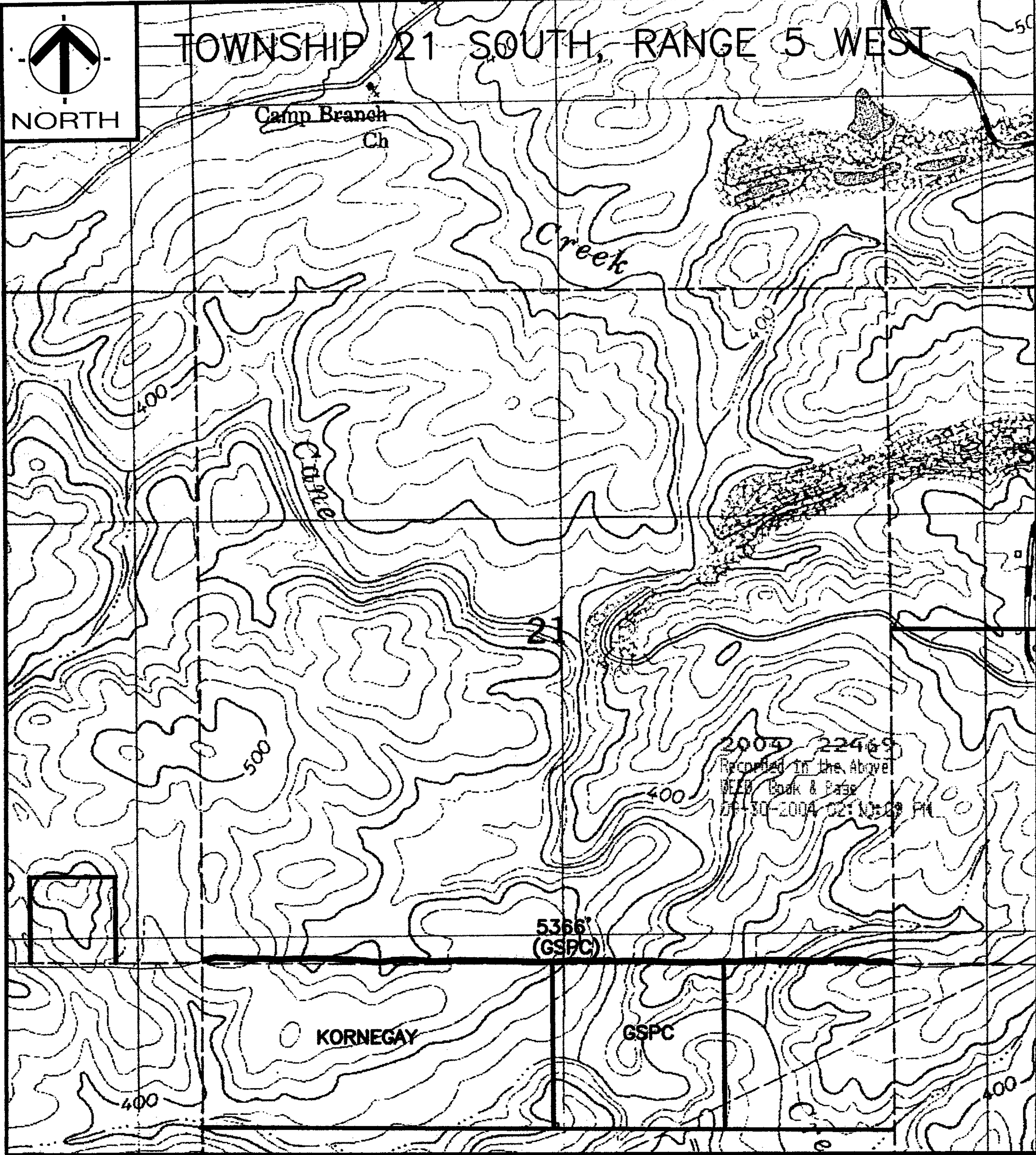
JOB NO.

03-279

Exhibit "B"

Page 3

03279 emt - GSPC.dwg



**GeoMet, Inc.**  5336 STADIUM TRACE PKWY  
SUITE 206  
HOOVER, AL 35244

**CAHABA WATER LINE PROJECT**  
**PROPOSED 30' EASEMENT**  
**BIBB COUNTY, ALABAMA**

**SENTELL ENGINEERING, INC.**

P.O. BOX 1246 / TUSCALOOSA, ALABAMA 35403  
PHONE (205) 752-5564 / FAX (205) 752-5569  
e-mail: [sentell@sentell.net](mailto:sentell@sentell.net)

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DLB	1"=1000'	06/04	03-279	03-279

Exhibit "B"  
Page 4

03279 emt - GSPC dwn



TOWNSHIP 21 SOUTH, RANGE 5 WEST

BAILEY

US PIPE REALTY

BELCHER

WEAVER

6595'  
(GSPC)

STRAWN

KORNEGAY

2004 22476  
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29

New Hebron  
Ch.

Little  
Creek

GeoMet, Inc.



5336  
STADIUM TRACE PKWY  
SUITE 206  
HOOVER, AL 35244

CAHABA WATER LINE PROJECT  
PROPOSED 30' EASEMENT  
BIBB COUNTY, ALABAMA

SENTELL ENGINEERING, INC.

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e-mail: [sentell@sentell.net](mailto:sentell@sentell.net)

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1"=1000'

DATE

06/04

FILE NO.

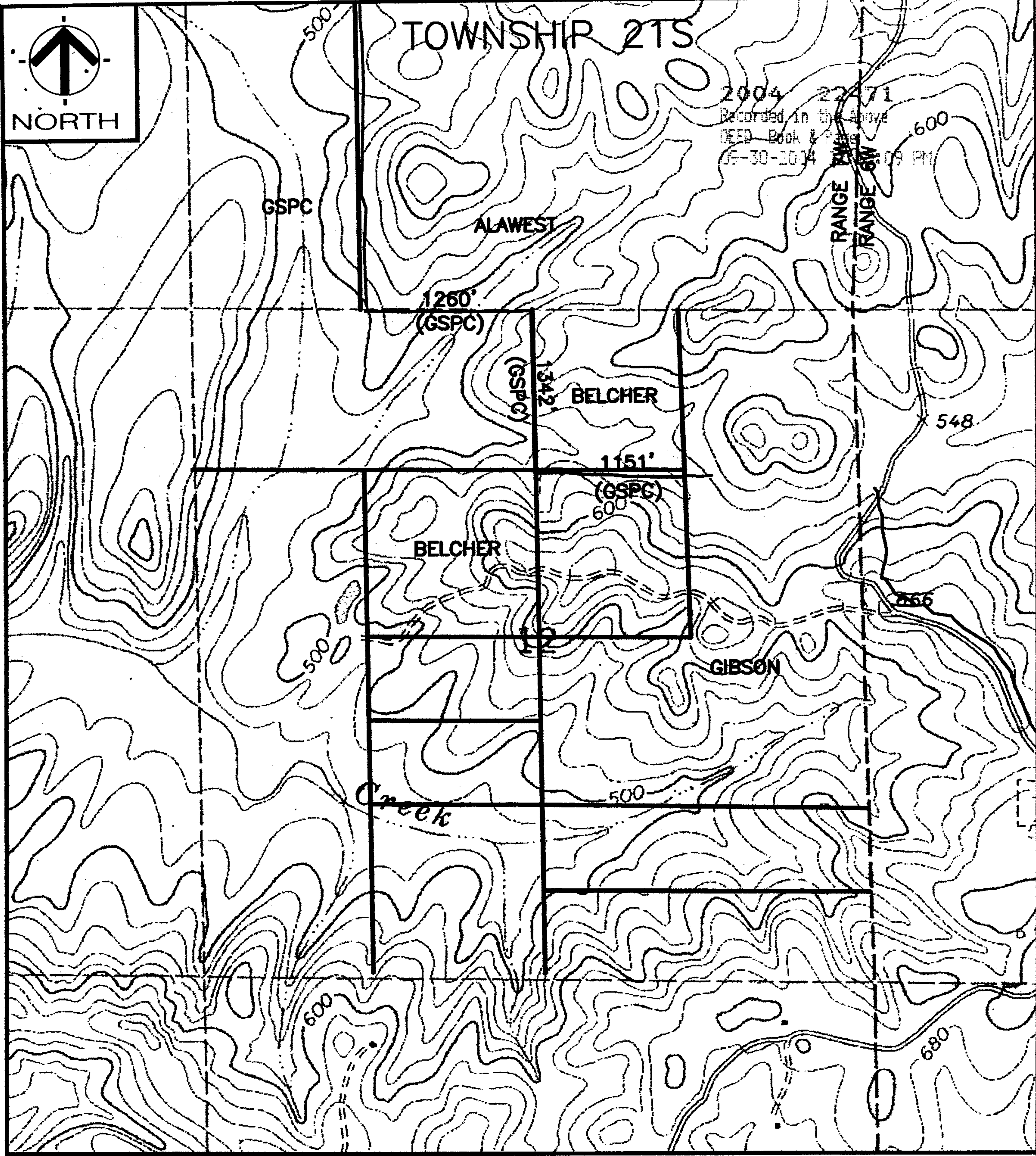
03-279


JOB NO.

03-279

Exhibit "B"  
Page 5

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**GeoMet, Inc.**  5336 STADIUM TRACE PKWY SUITE 206 HOOVER, AL 35244

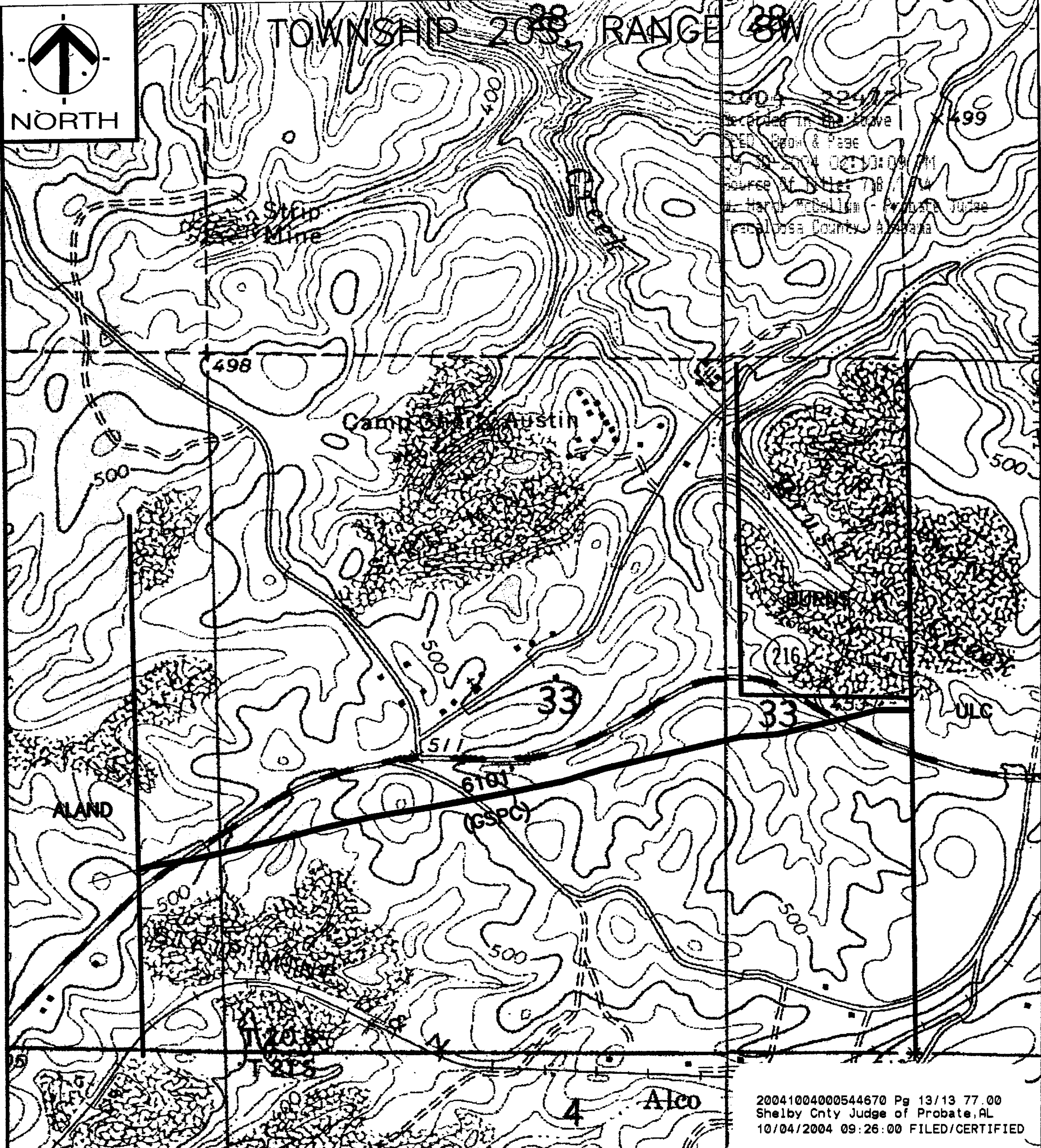
**CAHABA WATER LINE PROJECT  
PROPOSED 30' EASEMENT  
TUSCALOOSA COUNTY, ALABAMA**


**SENTELL ENGINEERING, INC.**  
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PHONE (205) 752-5564 / FAX (205) 752-5569  
e-mail: [sentell@sentell.net](mailto:sentell@sentell.net)

DRAWN BY DLB	SCALE 1"=1000'	DATE 06/04	FILE NO. 03-279	JOB NO. 03-279
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Exhibit "B"  
Page 6

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**GeoMet, Inc.**  5336 STADIUM TRACE PKWY  
SUITE 206  
HOOVER, AL 35244

**CAHABA WATER LINE PROJECT**  
**PROPOSED 30' EASEMENT**  
**TUSCALOOSA COUNTY, ALABAMA**

**SENTELL ENGINEERING, INC.**  
P.O. BOX 1246 / TUSCALOOSA, ALABAMA 35403  
PHONE (205) 752-5564 / FAX (205) 752-5569  
e-mail: sentell@sentell.net

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DLB	1"=1000'	06/04	03-279	03-279

20041004000544670 Pg 13/13 77.00  
Shelby Cnty Judge of Probate, AL  
10/04/2004 09:26:00 FILED/CERTIFIED

Exhibit "B"  
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03279 emt - GSPC.dwa