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Shelby Cnty Judge of Probate,AL
04/22/2005 12:24:47PM FILED/CERT

STATE OF ALABAMA)
SHELBY COUNTY)

EASEMENT FOR ROAD AND GAS AND/OR WATER LINE OVER PORTION OF SEGCO LANDS

KNOW ALL MEN BY THESE PRESENTS, that for and in consideration of the sum of Nineteen Thousand Six Hundred Sixteen and 14/100 Dollars ($19,616.14), in hand paid to the undersigned Grantor, SOUTHERN ELECTRIC GENERATING COMPANY, a corporation, ("Grantor"), the receipt and sufficiency of which is hereby acknowledged, GRANTOR does hereby grant unto GEOMET, INC. ("Grantee") subject to the terms and conditions hereinafter set forth and to the extent of its interest in the property herein described, an easement (the "Easement") across certain land of the Grantor solely for the purpose of the installation, operation, repair, replacement, removal and maintenance of a road and/or a 4" to 6" inch gas and/or water line and appurtenant valves and meters as hereinafter described, such Easement encumbering a strip of land thirty (30) feet in width described as follows (the "Easement Area") with the right of ingress and egress in, on , over and through the Easement Area for any and all purposes necessary or convenient to the exercise by Grantee of the rights and easements herein granted:

Township 21 South, Range 4 West

Section 13: S ½ of the NE ¼, N ½ of SE ¼, SE ¼ of SE ¼ and the E ½ of the SW ¼

Township 21 South, Range 3 West

Section 18: W ½ of SW ¼

Easement Area being more particularly described as R.O.W. #1 and R.O.W. #2 attached as Exhibit A and shown on the attached survey as Exhibit B hereto and made a part hereof.

TO HAVE AND TO HOLD unto Grantee, its successors and assigns, forever, subject to the following terms and conditions:

1. Grantee, its successors, assigns, and designated servants, agents, employees or contractors, shall have the right to enter upon said Easement Area for construction, operation, maintenance, repair, replacement and removal of said road, gas and/or water line from time to time.

2. This grant of Easement shall run with the land and shall be binding on and shall inure to the benefits of the parties hereto, their heirs, personal representatives, successors and assigns. The Easement granted hereby may not be assigned by Grantee without the prior express written consent of Grantor in each instance, which consent may be withheld by Grantor in its sole discretion and without regard to any standard of reasonableness; provided however, that Grantor agrees not to unreasonably withhold consent to any party acquiring Grantee's operations respecting the extraction and transportation of natural gas from the USX land in the Gurnee Field located in Shelby County, Alabama.

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3. The Easement herein granted is subject to all existing easements and rights of way for roads or other public utilities and there is excepted from this easement all utility facilities, lines and appurtenances associated therewith.

4. Grantee's facilities shall be constructed and maintained in accordance with the adopted procedures of well regulated business and undertakings of the same or similar kind and in such manner as not to cause the present or future facilities of Grantor, if any, to be in conflict with the specifications prescribed by the National Electrical Safety Code, laws of the United States or of the State of Alabama or any regulatory body having jurisdiction with respect to such facilities.

5. Grantor reserves unto itself, its successors and assigns, the right to utilize and grant to others the right to utilize the Easement Area in any manner which shall not prevent Grantee's use and enjoyment of the easement, including without limitation, the right to pave with concrete, asphalt or other materials, landscape, utilize for vehicular parking, ingress and egress, install electric power and communications poles, other structures, lines and appurtenances thereto, and install in the ground, water, electric, gas or other pipes, conduits, wires, other lines and appurtenances thereto.

6. In the event Grantee's facilities interfere with the existing structures or facilities of Grantor, its successors or assigns, if any, which are located on or under the Easement Area, including, but not limited to, structures, guy wires, conductors, crossarms, counterpoise conductors or anchors, Grantor shall notify Grantee, which shall have the option to relocate its facilities to a new mutually agreeable location. In the event the parties cannot agree to a new location, Grantee shall permanently remove its facilities.

7. Grantor specifically reserves unto itself the right of ingress and egress to and from its facilities and property at all times and should Grantee's facilities so constructed, hinder or interfere with Grantor's ingress and egress for the proper operation and maintenance of its facilities, then Grantee shall make the necessary provisions to eliminate said hindrance or interference.

8. In the event that during construction, installation, operation, maintenance, replacement and/or removal of the facilities to be constructed by Grantee there occurs any damage to the Grantor's facilities, Grantee shall reimburse Grantor for the cost of repairing or relocating any of Grantor's facilities. In addition, Grantee's construction, operation, maintenance, replacement and removal of its facilities shall be performed in a manner that will prevent any erosion of any of Grantor's land.

9. Grantee shall use extreme caution in operating machinery and equipment across said easement in order to assure adequate clearance between the machinery and any electric facilities, if any.

10. Grantee shall mark and keep marked, with permanent 1/2" rebar with cap flush to the ground 30' each side of the center line of the road, the points of entry and exit of said gas and/or water line on Grantor's land and every call on survey (bearings and distances) in between; however, neither Grantor nor its agents, employees, servants, invitees, or licensees shall be liable for any loss, damage or claim resulting from and/or caused by contact with/or pressure on the gas and/or water line or appurtenant facilities.

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11. Grantee shall provide adequate cover over said gas and/or water line and appurtenant facilities to allow heavy equipment to pass over the same without damage.

12. Upon completion of the construction and installation of the road and gas and/or water line, Grantee shall remove or cause to be removed all equipment used and all debris, spoil and refuse resulting from such construction and shall leave the premises in a condition satisfactory to Grantor. Grantee shall promptly commence and diligently perform such construction and installation.

13. Grantee will at all times hereinafter protect, defend, indemnify and save Grantor harmless from any and all claims, losses, liabilities, damages and expenses (including without limitation, attorneys' fees and other legal expenses and the costs of responding to, investigating and defending any demand or other claim) which Grantor may incur, suffer, sustain or be subject to resulting from or arising out of construction, operation, maintenance, repair, replacement, removal or presence of the Grantee's facilities on or about the Easement Area, including without limitation any breach of any provision set forth herein. This obligation shall survive any expiration or termination of this Agreement.

14. Grantee shall comply with all applicable federal, state and local statutes, judicial decisions, regulations, ordinances, rules and other laws regulating or otherwise relating to health, safety or the environment and shall take all necessary precautions during the construction, operation maintenance, replacement, repair and removal of the road, gas and/or water line to protect the lands of the Grantor from every form of pollution. In the event Grantee does not fulfill this obligation, in the opinion of the Grantor, Grantee agrees to take immediate corrective action as Grantor may direct.

15. Grantee shall have the right to clear the Easement Area of timber and vegetation that interferes with its construction, operation, maintenance, replacement and/or removal of its facilities hereunder.

16. It is understood and agreed that should the Easement granted by the Grantor to the Grantee be abandoned or the Easement Area cease to be used for such purposes as herein described for a period of one hundred eighty (180) days, the Easement shall immediately terminate and all rights, title and interest granted herein shall revert to and become the property of the Grantor, its successors and assigns.

17. In addition to the easement with respect to the Easement Area, Grantee shall have the right to utilize an additional **ten (10)** feet of adjacent property along the Easement Area during construction, installation, replacement and/or removal of its facilities for operating equipment or storing materials as may be necessary for such construction, installation, replacement or removal.

18. By its acceptance of this instrument, Grantee hereby covenants and agrees for itself and its successors and assigns that Grantor shall not be liable for, and no action shall be asserted against Grantor for, loss or damage on account of injuries to the Easement Area or property adjacent thereto or to any roads, pipelines appurtenant facilities or any machinery or equipment on or about the Easement

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Area or on account of injuries to any person on or about the Easement Area, which are caused by or arise as a result of, past or future soil and/or subsurface conditions, whether caused by mining operations or resulting from the removal of coal or other minerals or coal seams or other roof supports or resulting from other causes, known or unknown (including without limitation, sinkholes or underground mines) under or on the Easement Area or adjacent property.

19. Notwithstanding the rights, privileges and easements granted by Grantor to Grantee hereunder, Grantor shall have the right to sell, lease or grant licenses or easements or other rights to parties from time to time who may conduct underground or surface mining operations on, about, adjacent to or under the Easement Area and Grantor shall have the right to require Grantee to relocate its road and gas and/or water lines to other property of Grantor pursuant to written amendment to this instrument describing such relocated Easement Area in order to avoid interference with any such mining operation. The first such relocation shall be at the cost and expense of Grantee. In addition, Grantor shall have the right to cause Grantee to further relocate its road and gas and/or water lines thereafter provided that Grantor shall be responsible for the reasonable costs and expenses associated with any such subsequent relocation. Grantee agrees to cause any such relocation to be made within six (6) months after written notice from Grantor of the need to so relocate.

IN WITNESS WHEREOF, GRANTOR has caused this instrument to be executed by its duly authorized representative, Art P. Beattie, its VP + Comptroller, and GRANTEE has caused this instrument to be executed by its duly authorized representative, each effective as of March 14, 2005.

SOUTHERN ELECTRIC GENERATING COMPANY

Its: Vice President + Comptroller

GEOMET, INC.

J. Neil Walden, Jr.
Vice President

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STATE OF ALABAMA
COUNTY OF JEFFERSON

I, Anita S. Baker, a Notary Public in and for said County in said State, hereby certify that Art P Beattie, whose name as Vice President & Comptroller of Southern Electric Generating Company, a corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this 14th day of March, 2005.

Anita S Baker
Notary Public
My commission expires: Feb. 3, 2009

(NOTARIAL SEAL)

STATE OF Alabama
COUNTY OF Jefferson

I, Cynthia D. McCaig, 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., a corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this 15th day of March, 2005.

Cynthia D McCaig
Notary Public
My commission expires: Apr. 3, 2006

(NOTARIAL SEAL)

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STATE OF ALABAMA)
COUNTY OF SHELBY)

GeoMet – Cahaba Project
September 15, 2004
R.O.W. #1

A parcel of land located in the Northwest quarter of the Southwest quarter of Section 18, Township 21 South, Range 3 West, and the Southeast quarter of the Northeast quarter, the Southwest quarter of the Northeast quarter, the North half of the Southeast quarter, the Northeast quarter of the Southwest quarter and the Southeast quarter of the Southwest quarter of Section 13, Township 21 South, Range 4 West, all in Shelby County, Alabama. Said parcel is for the purpose of a 30 foot right-of-way being described with reference to the following described centerline:

Begin at the Southeast corner of said Southeast quarter of the Southwest quarter, thence run North 46°35'34" West for a distance of 1387.39 feet to the POINT OF BEGINNING of the herein described centerline; thence North 50°28'01" East for 312.58 feet; thence North 39°55'03" East for 317.99 feet; thence North 42°06'39" East for 518.50 feet; thence North 45°36'20" East for 327.09 feet; thence N 40°14'55" East for 305.62 feet; thence North 47°21'46" East for 331.22 feet; thence North 51°22'05" East for 327.94 feet; thence North 58°42'04" East for 68.07 feet; thence North 70°17'43" East for 366.82 feet; thence North 59°29'42" East for 109.87 feet; thence North 65°46'23" East for 563.98 feet; thence North 78°09'57" East for 97.96 feet; thence South 89°37'07" East for 75.07 feet; thence South 76°27'09" East for 156.75 feet; thence South 56°27'45" East for 322.13 feet; thence South 60°03'30" East for 170.46 feet; thence South 53°22'15" East for 97.58 feet; thence South 10°11'04" East for 166.05 feet; thence South 18°09'59" West for 121.37 feet; thence South 8°47'34" East for 95.84 feet; thence South 49°13'58" East for 88.71 feet; thence South 59°38'54" East for 246.34 feet; thence South 78°23'11" East for 69.49 feet; thence North 80°17'22" East for 102.92 feet; thence North 71°13'01" East for 242.06 feet; thence North 87°02'38" East for 205.17 feet; thence South 79°23'17" East for 212.86 feet; thence South 87°15'41" East for 55.04 feet; thence North 77°17'38" East for 58.92 feet; thence North 68°00'17" East for 156.54 feet to the END of the herein described centerline, said point lying on the East boundary of the Northwest quarter of the Southwest quarter of said Section 18.

Said right-of-way being 30 feet in width and being 15 feet opposite and adjacent to the above described centerline.

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STATE OF ALABAMA)
COUNTY OF SHELBY)

GeoMet – Cahaba Project
September 28, 2004
R.O.W. #2

A parcel of land located in the Southeast quarter of the Southeast quarter of Section 13, Township 21 South, Range 4 West and in the West half of the Southwest quarter of Section 18, Township 21 South, Range 3 West in Shelby County, Alabama. Said parcel is for the purpose of a 30 foot right-of-way being described with reference to the following described centerline:

Begin at the Southeast corner of the Southeast quarter of the Southeast quarter of said Section 13, thence run South 87°40'32" West and along the South boundary of the Southeast quarter of the Southeast quarter for a distance of 982.48 feet to the POINT OF BEGINNING of the herein described centerline; thence North 38°02'30" East for 125.89 feet; thence North 43°56'50" East for 372.91 feet; thence North 31°45'54" East for 306.53 feet; thence North 20°54'54" East for 111.52 feet; thence North 0°42'13" East for 168.62 feet; thence North 18°22'54" East for 118.73 feet; thence North 38°18'39" East for 131.55 feet; thence North 74°30'45" East for 84.00 feet; thence South 70°57'28" East for 142.86 feet; thence South 88°21'35" East for 149.16 feet; thence North 74°17'42" East for 181.32 feet; thence North 44°21'13" East for 137.89 feet; thence North 27°38'20" East for 133.18 feet; thence North 1°36'43" West for 90.65 feet; thence North 17°54'23" West for 296.20 feet; thence North 12°02'38" West for 86.50 feet; thence North 34°22'26" East for 79.72 feet; thence North 56°56'19" East for 124.83 feet; thence North 63°14'08" East for 131.06 feet; thence North 70°24'53" East for 517.83 feet; thence North 55°01'52" East for 26.18 feet to the END of the herein described centerline, said point lies on the Southern boundary of a 30 foot right-of-way for GeoMet.

Said right-of-way being 30 feet in width and being 15 feet opposite and adjacent to the above described centerline.

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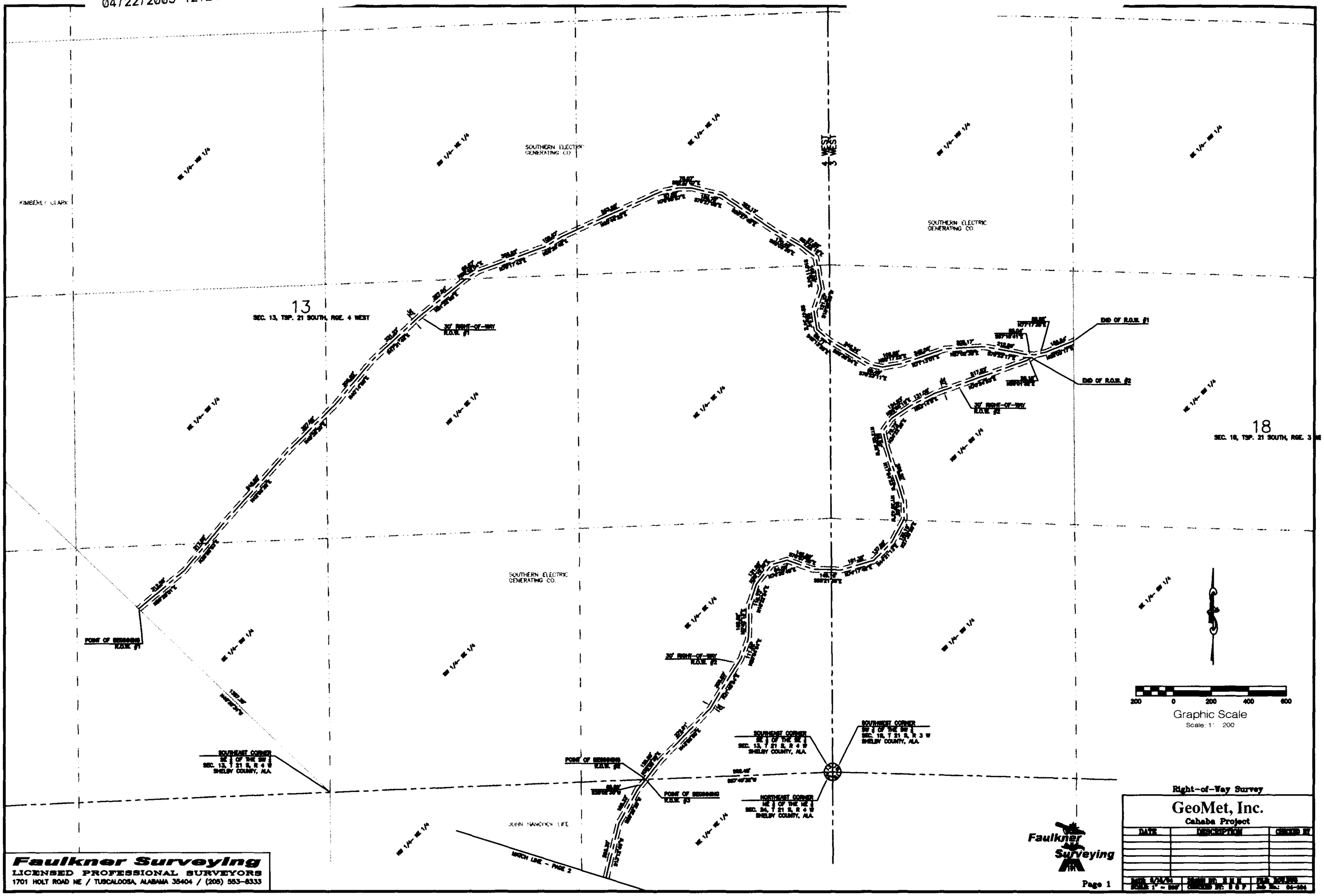
Exhibit B

Shelby County, AL 04/22/2005
State of Alabama

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