

This instrument was prepared by: Clay C. Dickinson, GeoMet, Inc., 5336 Stadium Trace Parkway, Suite 206, Birmingham, AL 35244

## MEMORANDUM OF RIGHT-OF-WAY AND EASEMENT AGREEMENT

STATE OF ALABAMA     §  
                                      §  
COUNTY OF SHELBY   §

23<sup>rd</sup> This Memorandum of Right-of-Way and Easement Agreement is made and entered into this day of March, 2005 ("Effective Date"), by and between **Lee M. Pearson, Jr. and wife Katie L. Pearson**; and **David L. Pearson**, a single man, whose address is 7073 Bruce Drive, Bessemer, Alabama 35023, hereinafter collectively 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**".

KNOW ALL MEN BY THESE PRESENTS, that notice is hereby given that Grantor has executed and delivered to Grantee a Right of Way and Easement Agreement ("Easement Agreement") dated March 23, 2005, under which Grantor grants unto Grantee the rights set forth hereinbelow on the following lands ("Subject Land"), to wit:

### Township 21 South, Range 4 West

**Section 25: Southeast diagonal half of the East half of the Southwest quarter of the Northwest quarter (SE diagonal half of E/2 of SW/NW); Southeast quarter of the Northwest quarter**  
**Section 26: SW/4 of SE/4; W/2 of SE/4 of SE/4.**

A right of way and access easement thirty (30') feet in width for a distance of approximately 4,879.38 feet more or less, following the route as shown on **Exhibit "A"** attached hereto, along with:

- (a) the right to construct, entrench, inspect, maintain, operate, repair, replace, alter, remove, protect, or abandon in place, a pipeline or pipelines, including pipelines that may have been abandoned by prior operators, for the transportation of gas with appurtenances thereto, including but not limited to, valves, metering equipment, and cathodic equipment, along a right-of-way over, under, through or across the Premises, for the purposes of coalbed methane exploration, development and production operations, along with ingress and egress to same; and
- (b) the right to lay, construct, operate, inspect, maintain, repair, and substitute all pipes and facilities useful or necessary in connection with the transportation, transmission and distribution of hydrocarbons and water or other fluids upon, under and across the Premises; and
- (c) right to construct, install, inspect, maintain, operate, repair, replace, remove, protect or abandon in place, a powerline or powerlines, including powerlines that may have been abandoned by prior operators, with pole(s), wires, conduits, cables and facilities useful or necessary in connection with the overhead and/or underground transmission and



distribution of electric power along a right-of-way upon, over, under and across the Premises, and

- (d) the right of ingress and egress 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, including access and use of the well site containing RGGGS Well # 26-16-127.

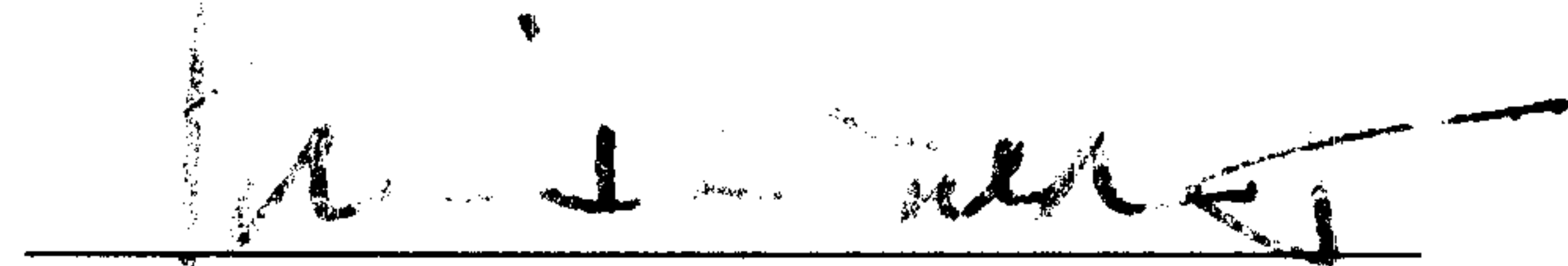
The term of said Easement Agreement shall be for a period of 30 years from the date of this agreement, unless otherwise earlier terminated.

This Memorandum shall serve as notice of the execution and existence of said Easement Agreement, and is in no way to supersede, abrogate, change or modify any of the terms, conditions, rights or obligations of the parties.

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

GRANTEE:

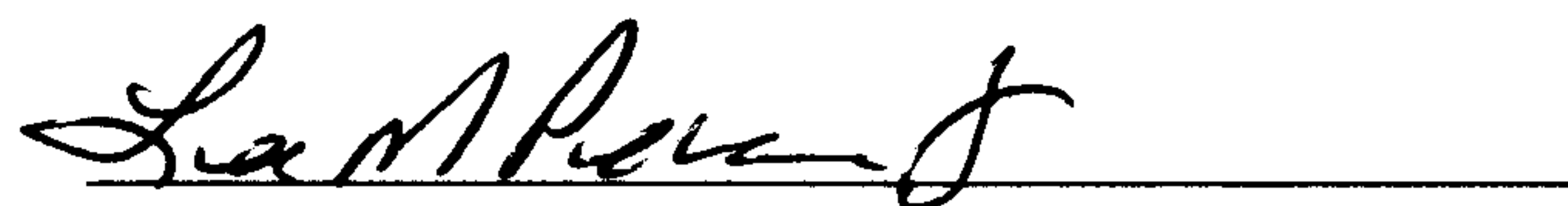
GEOMET, INC.



J. Neil Walden, Jr.

Vice President

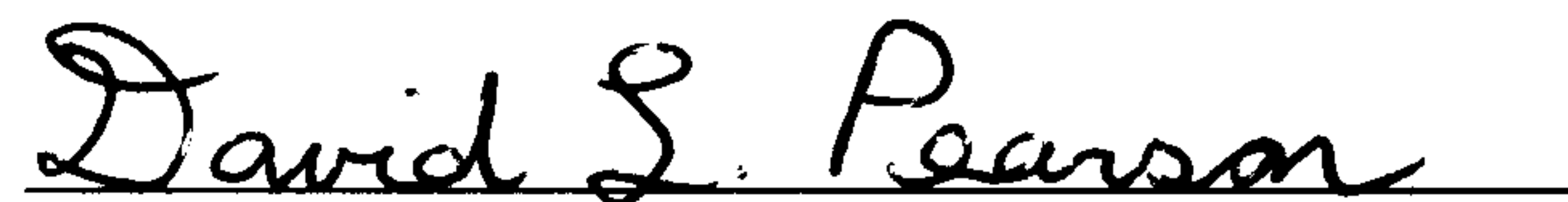
GRANTOR:



Lee M. Pearson, Jr



Katie L. Pearson



David L. Pearson



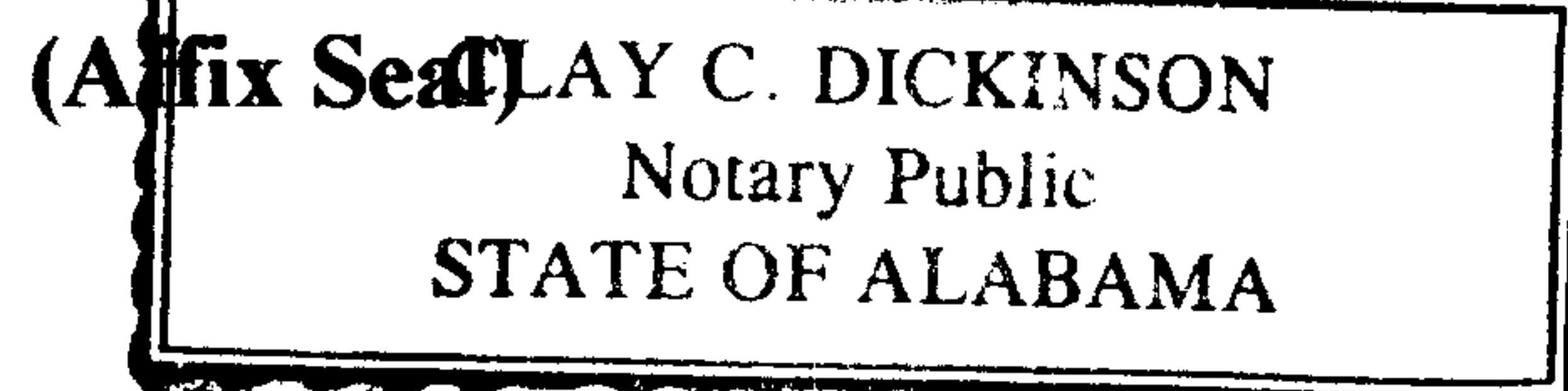
20050422000192580 3/5 \$43.00  
Shelby Cnty Judge of Probate, AL  
04/22/2005 12:24:48PM FILED/CERT

STATE OF ALABAMA

COUNTY OF Jefferson

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Lee M. Pearson, Jr. whose name 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 executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 23<sup>rd</sup> day of March, 2005.



Clay C. Dickinson  
Notary Public

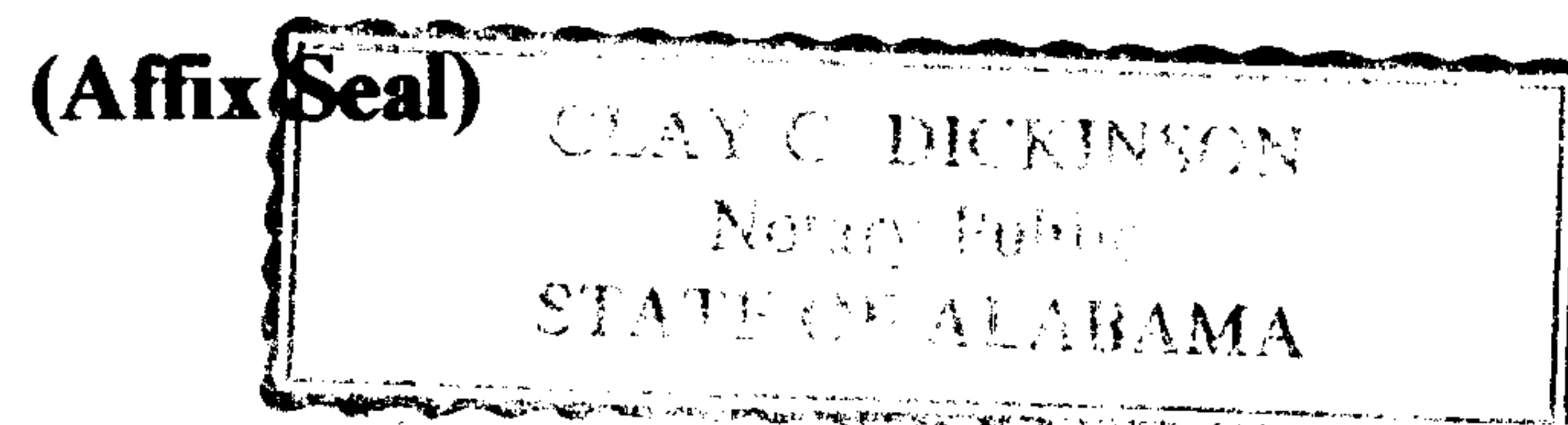
My commission expires 4-16-2005.

STATE OF ALABAMA

COUNTY OF Jefferson

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Katie L. Pearson, whose name 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, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 23<sup>rd</sup> day of March, 2005.



Clay C. Dickinson  
Notary Public

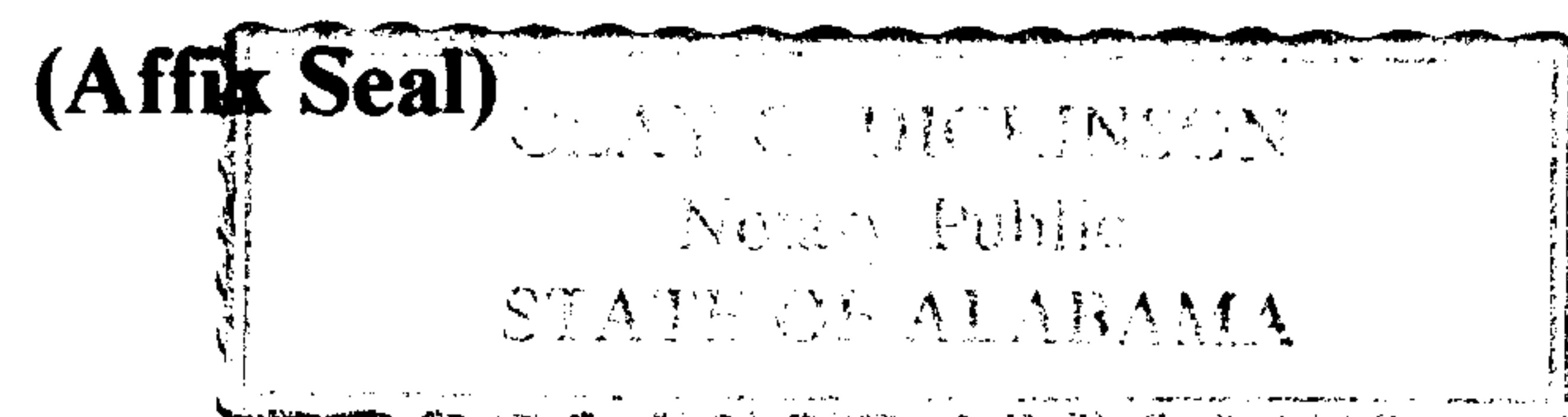
My commission expires: 4-16-2005

STATE OF ALABAMA

COUNTY OF Jefferson

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that David L. Pearson, whose name 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 executed the same voluntarily on the day the same bears date.

Given under my hand and official seal, this the 23<sup>rd</sup> day of March, 2005.



Clay C. Dickinson  
Notary Public

My commission expires 4-16-2005.



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 22nd day of April, 2005.

My Commission Expires:

  
Notary Public

My Commission Expires  
February 13, 2006

