

## PARTIAL RELEASE OF SURFACE RIGHTS

WHEREAS, UNITED STATES STEEL CORPORATION, a Delaware corporation, successor (by conversion) to United States Steel LLC, a Delaware limited liability company, and remote successor to USX Corporation, a Delaware corporation, hereinafter referred to as "USS", and GEOMET, INC., an Alabama corporation, hereinafter referred to as "GeoMet", are parties to that certain "Coal Seam Gas Lease" dated April 9, 2002, as amended on March 24, 2003, and August 14, 2003, including certain lands of USS located in Shelby and Bibb Counties, Alabama (the "CSG Lease"); and

WHEREAS, USS conveyed the coal seam gas described the CSG Lease to RGGS Land & Minerals, Ltd., L.P., a Delaware limited partnership ("RGGS"), and assigned the CSG Lease to RGGS effective as of February 26, 2004; and

WHEREAS, USS continues to own the surface of the lands described in the CSG Lease; and

WHEREAS, USS has requested that GeoMet surrender its right to use the surface of three (3) parcels of said land described in the CSG Lease, which are located in Shelby County, Alabama, in order to allow said parcels to be used for a public park site; and

WHEREAS, GeoMet has agreed to release its rights to use the surface of said parcels of land by virtue of this instrument.

NOW, THEREFORE, know all men by these presents, that GeoMet, for and in consideration of the premises and the terms and conditions of the CSG Lease, does hereby release its rights under the CSG Lease and does hereby surrender possession of the same unto USS, its successors and assigns, insofar as, and only insofar as, said rights pertain to the use of the surface of the parcels of land more particularly described on "EXHIBIT A" and depicted as the "Shelby County Park Site" on "EXHIBIT B" attached hereto and made a part hereof.

This release is a release of surface rights only in and to said parcels of land. Northing herein contained shall be construed as waiving, releasing, or relinquishing any right, title, or interest of GeoMet, its successors or assign, in and to the coal seam gas in and under said parcels of land and that may be produced therefrom and the right of GeoMet to exploit, develop, and produce said coal seam gas by any methods from adjacent lands described in the CSG Lease with wells bottomed beneath said parcels of land and by pooling and utilization of said parcels of land with other lands for the purposes of producing and enjoying said coal seam gas.

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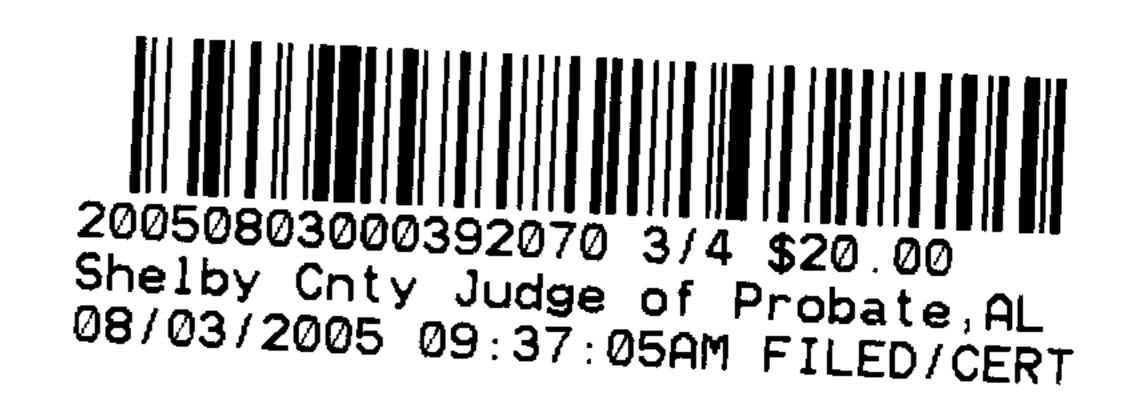
IN WITHE	ESS WHEREOF, GeoMet	nas caused this instrument	it to be executed on this
ATTEST:		GEOMET, INC.	
By:		By: Mail	Will.
Title:		Its: J. New V	Valden, Jr., Vice President
STATE OF ALABA JEFFERSON COUN			
I,County, in said S	tate, hereby certify that	Deille a	ry Public in and for said  Legy, as labama corporation, whose
day that, being infor	ne foregoing instrument, and med of the contents of said in oluntarily for and as the act of	strument, he/she, as such of	
GIVEN UN 2005.	DER BY HAND AND SEAL	OF OFFICE this, the <u>Lot</u>	day of July,
	Notary Public	i Wanon	
[SEAL]	My Commission Expires:	3-16-0	

### THIS INSTRUMENT WAS PREPARED BY:

Michael M. Partain, General Attorney
UNITED STATES STEEL CORPORATION
LAW DEPARTMENT – FAIRFIELD OFFICE
P. O. BOX 599 – SUITE 192
FAIRFIELD, ALABAMA 35064
(205) 783-2515

# AFTER RECORDING RETURN TO:

Michael M. Partain, General Attorney
UNITED STATES STEEL CORPORATION
LAW DEPARTMENT – FAIRFIELD OFFICE
P. O. BOX 599 – SUITE 192
FAIRFIELD, ALABAMA 35064
(205) 783-2515



### EXHIBIT A

#### LEGAL DESCRIPTION OF SHELBY COUNTY PARK SITE

### Section 30, Township 21 South, Range 4 West

The North-East of the North-West quarter; the North half of the South East quarter of the North-West quarter, less and except a triangle in the southeast corner described as follows: begin at the Southeast corner of said North half, thence west along the southern boundary 300 feet, thence northeasterly to a point of the east boundary of said North half 300 feet north of the point of beginning, thence south on said east boundary 300 feet to the point of beginning; the northeast diagonal half of the North half of the South-West quarter of the South-East quarter of the Northwest quarter; and that part of the North-West quarter of the North-East quarter described as follows: begin at the Northwest corner of the North-West quarter of the North-East quarter, thence south along the west boundary of said quarter-quarter to the Southwest corner of said quarter-quarter, thence east along said south boundary of said quarter-quarter to a point 221.00 feet east of the Northwest corner, thence west along the north boundary of said quarter-quarter 221.00 feet to the point of beginning. 68.2 acres.

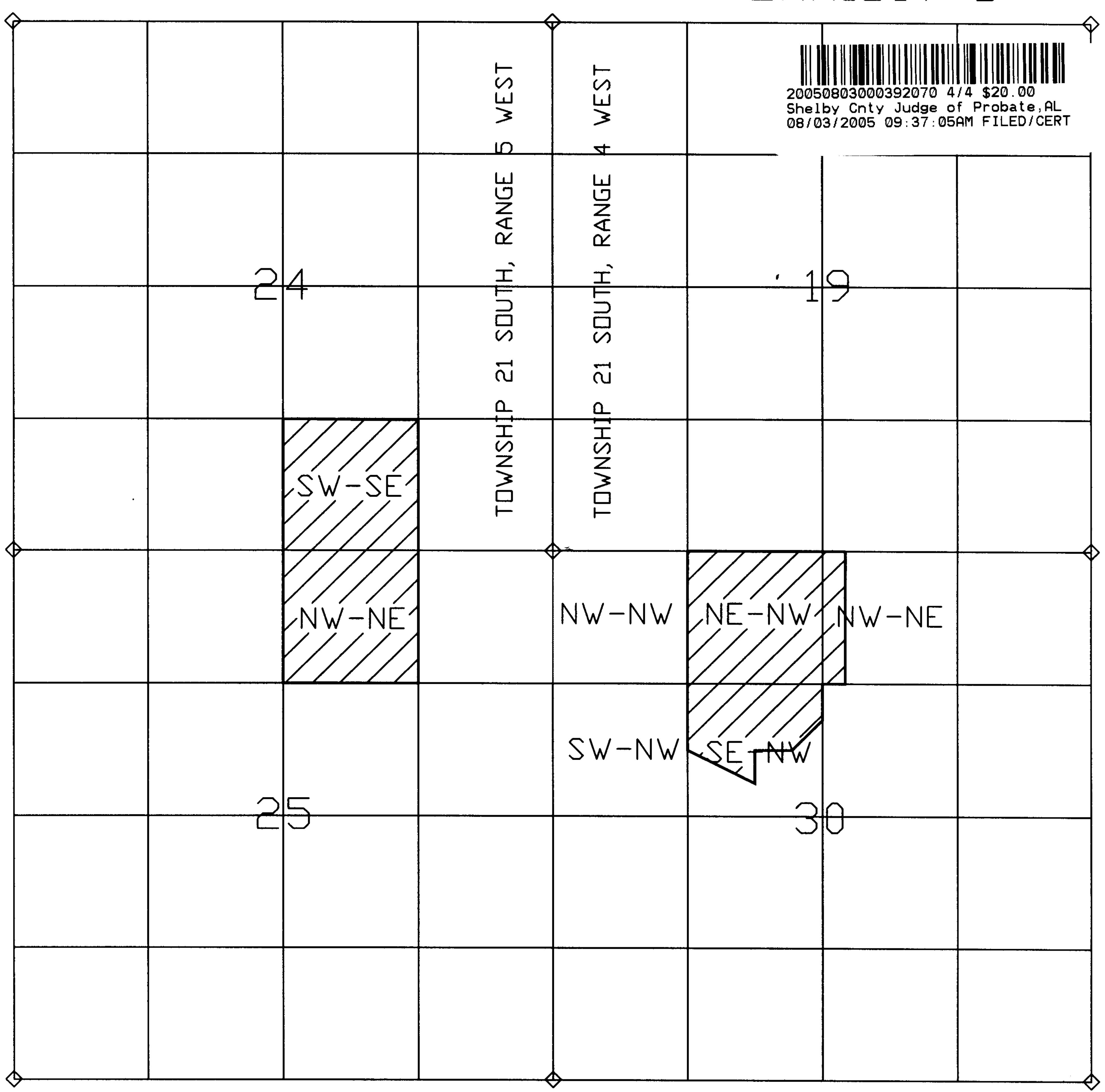
## Section 24, Township 21 South, Range 5 West

The South-West quarter of the South-East quarter. 40.0 acres.

Section 25, Township 21 South, Range 5 West

The North-West quarter of the North-East quarter. 40.0 acres.

EXHIBIT



ZZZ SHELBY COUNTY PARK SITE