Shelby County, AL 12/14/2009

State of Alabama Deed Tax : \$12.00



BULLAN She 164

R.E. No. HW HW02-GD 6148, 6157 & 6158

THIS INDENTURE made in duplicate this 21st day of April, 2006, between HAWAII ERS TIMBERLAND, LLC, a Hawaii limited liability company, having its principal place of business c/o Hancock Natural Resource Group, Inc. at 99 High Street, 26th Floor, Boston, Massachusetts 02110, GRANTOR, and GEOMET, INC., a corporation having its place of business at 5336 Stadium Trace Parkway, Suite 206, Birmingham, Alabama, GRANTEE.

WITNESSETH, That the Grantor, for the sum of Ten Dollars (\$10.00) and other good and valuable consideration to it in hand paid by the Grantee, the receipt whereof is hereby acknowledged, does hereby GRANT, BARGAIN, SELL, CONVEY and TRANSFER to the Grantee three exclusive easements AND right-of-ways described as follows:

Easement Area 1

An exclusive easement and right-of-way thirty (30') feet in width, being fifteen (15') feet opposite and adjacent to the proposed pipeline centerline being more particularly described in EXHIBIT "A" attached hereto and by this reference made a part hereof and;

AS SHOWN on that plat entitled "Boundary Map Tract Hawaii-1 GeoMet, Inc. Cahaba Project" dated March 17, 2006, prepared by Faulkner Surveying, a copy of which is attached hereto as EXHIBIT "B" and by this reference is made a part hereof.

Easement Area 2

An exclusive easement and right-of-way thirty (30') feet in width, being fifteen (15') feet opposite and adjacent to the proposed pipeline centerline being more particularly described as follows in EXHIBIT "C" attached hereto and by this reference made a part hereof and;

AS SHOWN on that plat entitled "Right-of-Way Map Tract Hawaii-2 GeoMet, Inc. Cahaba Project" dated March 17, 2006, prepared by Faulkner Surveying, a copy of which is attached hereto as EXHIBIT "D" and by this reference is made a part hereof.

Easement Area 3

An exclusive easement and right-of-way thirty (30') feet in width, being fifteen (15') feet opposite and adjacent to the proposed pipeline centerline being more particularly described in EXHIBIT "E" attached hereto and by this reference made a part hereof and;

AS SHOWN on that plat entitled "Boundary Map GeoMet, Inc. Cahaba Project" dated March 6, 2006, prepared by Faulkner Surveying, a copy of which is attached hereto as EXHIBIT "F" and by this reference is made a part hereof.

Easement Area 1, Easement Area 2 and Easement Area 3, together to be known as "Easement Area."

TOGETHER WITH rights of ingress and egress to and from said Easement Area by such route or routes as shall occasion the least practicable damage and inconvenience to Grantor, including private roads and ways then existing thereon, on foot or by conveyance, with materials, machinery and equipment as may be desirable; provided that, except in emergencies, existing roads and ways thereon shall be used only to the extent that they afford access to and from said Easement Area for any and all purposes necessary and incident to the exercise of Grantee's rights and privileges hereunder;

20091214000456310 1/15 \$65.00 Shelby Cnty Judge of Probate, AL 12/14/2009 09:00:55 AM FILED/CERT TOGETHER WITH the right to install cathodic protection test leads and powerlines to serve same, as well as any aerial markers as may be necessary; and, from time to time, the right to change the size of the pipes comprising said pipeline; and

TOGETHER WITH the right and privilege of clearing and keeping cleared from said Easement Area all undergrowth, stumps, roots, brush, overhanging tree branches and structures (other than ordinary fences; but when Grantee requires, such fences may be opened and reclosed, temporarily removed and replaced to the satisfaction of Grantor, or gates may be provided therein by Grantee), and to trim and cut down and clear away any trees in said Easement Area which now or hereafter, in the opinion of Grantee, may pose a hazard to its pipeline or which may interfere with the exercise of Grantee's rights hereunder; provided, however, that all trees Grantee is authorized to cut and remove, if valuable for timber or wood, shall continue to be the property of Grantor, but all branches, brush, stumps, roots, undergrowth and refuse wood shall be burned, removed or chipped and scattered by Grantee;

This Easement Area is for pipeline purposes in connection with the transportation of oil or gas, or products of oil or gas, over, upon, along, across and/or under that certain tract of land situate, lying and being located in the Counties of Bibb and Shelby, State of Alabama, and more particularly described as EXHIBIT "G", EXHIBIT "H" and EXHIBIT "I" attached hereto and by this reference is made a part hereof.

TO HAVE AND TO HOLD same, with all rights and appurtenances thereunto belonging, unto Grantee, its successors or assigns, for the purpose of doing all acts necessary for the construction, operation, alteration, inspection, testing, maintenance, repair, renewal or replacement of such pipeline and any other facilities appurtenant thereto, until such time as the use and operation of said pipeline is relinquished or abandoned or ceases to exist; at which time, title to said Easement Area shall revert back to Grantor, its successors or assigns;

PROVIDED, HOWEVER, that:

- 1. nothing contained herein shall otherwise affect or impair Grantor's rights as fee owner of the property of which said Easement Area is a part and any and all property of Grantor adjacent thereto, especially to the full use and enjoyment thereof;
- 2. Grantee shall pay to Grantor, on or before the commencement of construction of each additional pipeline placed within said Easement Area, the sum of One and No/100 (\$1.00) Dollars per foot; said additional line or lines to be subject to the same rights, privileges, conditions and/or restrictions as are set forth herein as to the original line;
- no act shall be committed, either by Grantee or the agents, representatives or assigns of Grantee, that
 may be detrimental or hazardous to Grantor's use of its property;
- 4. Grantee, in the exercise of its rights hereunder, shall use only those chemicals which, as determined by the Environmental Protection Agency and/or the Federal Department of Agriculture, are not injurious to humans, domestic animals, fish, game or other forms of wildlife, machinery or other forms of equipment or devices;
- 5. Grantee shall comply, strictly and in all respects, with all laws, rules, orders, ordinances, directives, regulations and requirements of any and all applicable Federal, State, County and Municipal Authorities, as same may be amended from time to time, as they pertain to the construction, maintenance and operation of, and emergency situations relating to, pipelines and hazardous waste, including but not limited to all Federal, State and local Environmental Protection Laws and Regulations;
- 6. Grantee agrees to promptly notify said Grantor, its successors or assigns, of any "release" of "oil" or "hazardous materials" as those terms are defined by the aforesaid laws, by forwarding such notice to Hancock Forest Management, the Property Manager of Grantor, 3891 Klein Road, Harpersville, AL 35078, and the Law Department, Litigation Division and the Risk Management Department of Grantor at the address provided in the initial paragraph hereof;
- 7. Grantee shall bury said pipeline to a minimum depth of sixty (60") inches, so as not to interfere with the Grantor's use of its property; and
- 8. Grantor shall not build, create, construct or permit to be built, created or constructed, any pipeline, building, structure or other improvement on said Easement Area;

IT BEING UNDERSTOOD AND AGREED between the parties hereto that:

- 1. Grantee shall be responsible for any and all costs and expenses involved in the construction, use and operation of the within pipeline and for the repair of any and all damage caused by Grantee in the exercise of the rights and privileges herein granted, including but not limited to damage to lawn, driveways, shrubbery, trees, fences, tile, irrigation or drainage ditches and/or equipment, and growing crops, if any there be, within said Easement area, or on any property of the Grantor adjacent thereto, and for the restoration, as nearly as possible to its original condition, of all damaged surface area; and if the amount of any such damage cannot be mutually agreed upon, then same shall be determined by a panel of arbitrators composed of three disinterested persons, of whom Grantor and Grantee shall each appoint one and the two arbitrators so appointed shall appoint the third, the award of any two of whom shall be final and a condition precedent to the institution of any legal proceedings hereunder;
- 2. In the event any erosion and/or drainage problems are caused as a direct result of Grantee's construction, use and operation of the within pipeline, Grantee, within 45 days of notification thereof by Grantor, shall be responsible for all costs and expenses involved in repairing said erosion and/or drainage problem or in correcting any consequential problem(s) relative thereto;
- 3. In the event of any fires, explosions or other hazards reasonably associated with Grantee's operations on any lands of Grantor, or of any landowner adjacent to Grantor, caused as a direct result of Grantee's operations hereunder, Grantee shall reimburse Grantor and/or such adjoining landowner for any and all costs and expenses reasonably incurred in the fighting thereof and in the consequential cleanup of and reparation from any and all fires, explosions or other hazards caused directly or indirectly by Grantee's acts or omissions, whether through Grantee's own negligence or otherwise.
- 4. Grantee shall be responsible for obtaining any and all consents, approvals and permits to satisfy all federal state or local regulatory, environmental or other requirements in connection with the activities associated with said pipeline, and shall construct, maintain and operate said pipeline in a good and workmanlike manner; and
- 5. Grantee agrees to carry, at all times during the construction, use, operation and maintenance of said pipeline and the grace period following cessation of such use and operation as established hereafter, such insurance as Grantor may reasonably require, including but not limited to:
 - a) General Liability Insurance covering personal injuries and property damage of at least \$5,000,000 for each occurrence and in the aggregate;
 - b) Vehicle Liability Insurance providing \$5,000,000 coverage for each occurrence and in the aggregate;
 - c) Pollution Liability Insurance with coverage of at least \$5,000,000 for each occurrence;
 - d) Worker's Compensation Insurance which meets the requirements of the State of Alabama; and
 - e) Employer's Liability Insurance coverage of at least \$1,000,000 for each occurrence.

The policies providing such insurance shall:

- a) be with an insurance carrier acceptable to Grantor; and
- b) with respect to a) through c) above, shall name Grantor as Additional Insured thereunder.

Provided further, the Grantee shall maintain acceptable liability insurance protection for Grantor as a named insured on a policy conforming the Grantee's current insurance coverage as set out on EXHIBIT "J" attached hereto. Grantee agrees to secure and/or maintain the appropriate Master Service Agreements (MSA) as set out on EXHIBIT "K", with its contractors that are a part of the construction and maintenance of said pipeline.

Any subcontractors must also meet the same insurance requirements except with respect to the coverages required under subsections (a) and (b), the limits must be at a minimum of \$2,000,000 for each such subcontractor rather than the limits stated above; and Grantee is responsible to ensure that these requirements are met.

Grantee shall furnish Grantor with written evidence of insurance, signed and warranted by an authorized representative of the insurance companies issuing same and indicating that these policies are in force, that the premiums therefor have been paid and that the limits thereunder shall not be changed nor the insurance described therein modified or canceled until thirty (30) days after prior written notice of such change of limits, modification or cancellation has been provided to Grantor. Such evidence shall be delivered to Grantor prior to the commencement of any work hereunder by Grantee and annually thereafter. In the event Grantee fails to provide such insurance coverage, or

- annual evidence thereof, Grantor shall have the right to terminate this Grant of Easement by filing a Notice of such termination in the Official Records of Bibb County and Shelby County, Alabama.
- 6. In the event Grantee's use and operation of the pipeline ceases for twelve (12) consecutive months, the within pipeline, access easements and rights-of-way, and all rights and privileges pertinent thereto, shall cease and revert back to the Grantor, its successors or assigns; and Grantee shall have an additional twelve (12) months in which to remove its facilities;
- 7. Grantee shall indemnify and hold harmless the Grantor, its agents, employees and/or representatives or assigns, from and against all claims, damages, losses, suits and action, costs and expenses, including but not limited to attorney's fees and costs, arising or resulting from the installation, construction, operation, maintenance, repair, renewal, replacement or removal of said pipeline on, over, along, across and/or under said Easement Area; from the imposition by any Federal or State governmental or regulatory authority of any lien or so-called "Super Lien" upon lands of Grantor or any adjacent landowner(s), from any and all contamination of soils and/or groundwater or any other damage to person(s), property or land and standing timber of Grantor or any adjacent landowner resulting from any explosion or "release" of "oil" or other "hazardous materials," as same may be defined by such Federal, State or local Environmental Laws, regulations, rules or any injuries to or the death of any person or persons or damage to any property of Grantor or third parties; and from all acts performed by or for the Grantee, unless same is caused by the negligence of Grantor, its agents, employees, representatives or assigns;
- 8. The term "Hazardous Materials" when used herein shall be broadly interpreted to mean any substance or material now or hereafter defined or designated as hazardous, toxic, or any other such term as defined by any Federal, State or local Environmental Law, regulation, rule or ordinance presently in effect or promulgated in the future as such laws, regulations, rules or ordinances may hereafter be amended; and it shall be interpreted to include, but not be limited to, any substance which, after its release into the environment will or may reasonably be anticipated to cause sickness, death or disease.

Any and all written notices, which are desired or required to be given hereunder, shall be effective upon receipt and shall be delivered via United States certified or registered mail to the addresses set forth in the initial paragraph of this instrument.

Grantor hereby expressly disclaims any representations, warranties or covenants with respect to the within-described Easement Area. The easement and right-of-way herein Granted is made by Grantor "AS IS, WHERE IS" AND GRANTOR MAKES NO WARRANTY, EXPRESS OR IMPLIED, IN FACT OR BY LAW, WHETHER OF TITLE OR MERCHANTIBILITY, CONDITION, FITNESS FOR ANY PARTICULAR PURPOSE, OR SAFETY OF THE WITHIN-DESCRIBED EASEMENT AREA. Any warranty or covenant by Grantor hereunder is limited to the return of the purchase price, if any, without interest or penalty.

The rights, conditions and provisions of this Grant of Easement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto.

This instrument incorporates and describes all of the grants, undertakings, conditions and considerations of the parties. Grantor in executing and delivering this instrument, represents that it has not relied upon any promises, inducements or representations of the Grantee or its agents or employees, except such as are set forth herein.

20091214000456310 4/15 \$65.00 Shelby Cnty Judge of Probate, AL 12/14/2009 09:00:55 AM FILED/CERT IN WITNESS WHEREOF, the Grantor has executed the foregoing easement as of the day and year first-above written.

GRANTOR:

HAWAII ERS TIMBERLAND, LLC

By: Hancock Natural Resource Group, Inc., its Manager

Name: Susan Gill Title: Vice President

THE COMMONWEALTH OF MASSACHUSETTS)
) se
COUNTY OF SUFFOLK
)

On this 21st day of April, 2006, before me, the undersigned, a Notary Public in and for the said Commonwealth, residing therein, duly commissioned and sworn, personally appeared Susan Gill to me personally known, who by me duly sworn, did say that he is a(n) Vice President of HANCOCK NATURAL RESOURCE GROUP, INC., and that the instrument was signed and sealed on behalf of said limited liability company in its capacity as the duly authorized Manager of HAWAII ERS TIMBERLAND, LLC and for its free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in said County the day and year in this certificate first above written.

Motary Public in and for said Commonwealth

My commission Expires May 25, 2012

Notary Public in and for said Commonwealth

20091214000456310 5/15 \$65.00 Shelby Cnty Judge of Probate, AL 12/14/2009 09:00:55 AM FILED/CERT At a meeting of the Board of Directors of HANCOCK NATURAL RESOURCE GROUP, INC., held on November 4, 1997, a quorum being present and acting throughout, it was

VOTED:

That the Executive Managing Director, any Managing Director, the President, any Senior Vice President, any Vice President, the Chief Financial Officer, the Treasurer, any Assistant Treasurer, the Director of Operations and Stewardship, the Director of Acquisitions, the Director of CalPERS account, the Northwest Region Manager, the Manager of Acquisitions, the CalPERS Forest Operations Manager, the South Region Manager, the South Region Forester and the Northeast Region Manager of the Company, or any one of them, are hereby authorized to execute and seal with the corporate seal, acknowledge and deliver any and all instruments required in connection with any authorized investment, sale, loan, pledge, or other transaction managed by the Company on behalf of John Hancock Life Insurance Company or on behalf of its other clients.

On this 21st day of April, 2006, I hereby certify that the above is a true copy of a vote passed November 4, 1997, by the Board of Directors of HANCOCK NATURAL RESOURCE GROUP, INC.; that the same still remains in full force and effect; that this certificate is attached to an instrument required in connection with an authorized transaction managed by the Company on behalf of John Hancock Life Insurance Company; and that Susan Gill an Vice President of the Company, is an appropriate officer to execute said instrument.

Tiffanie Starr, Asst. Secretary

ACCEPTED BY:

GEOMET, INC., GRANTEE

Name:

Title: J. Nell Welden, Jr., Vice President

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STATE OF ALABAMA)
COUNTY OF BIBB)

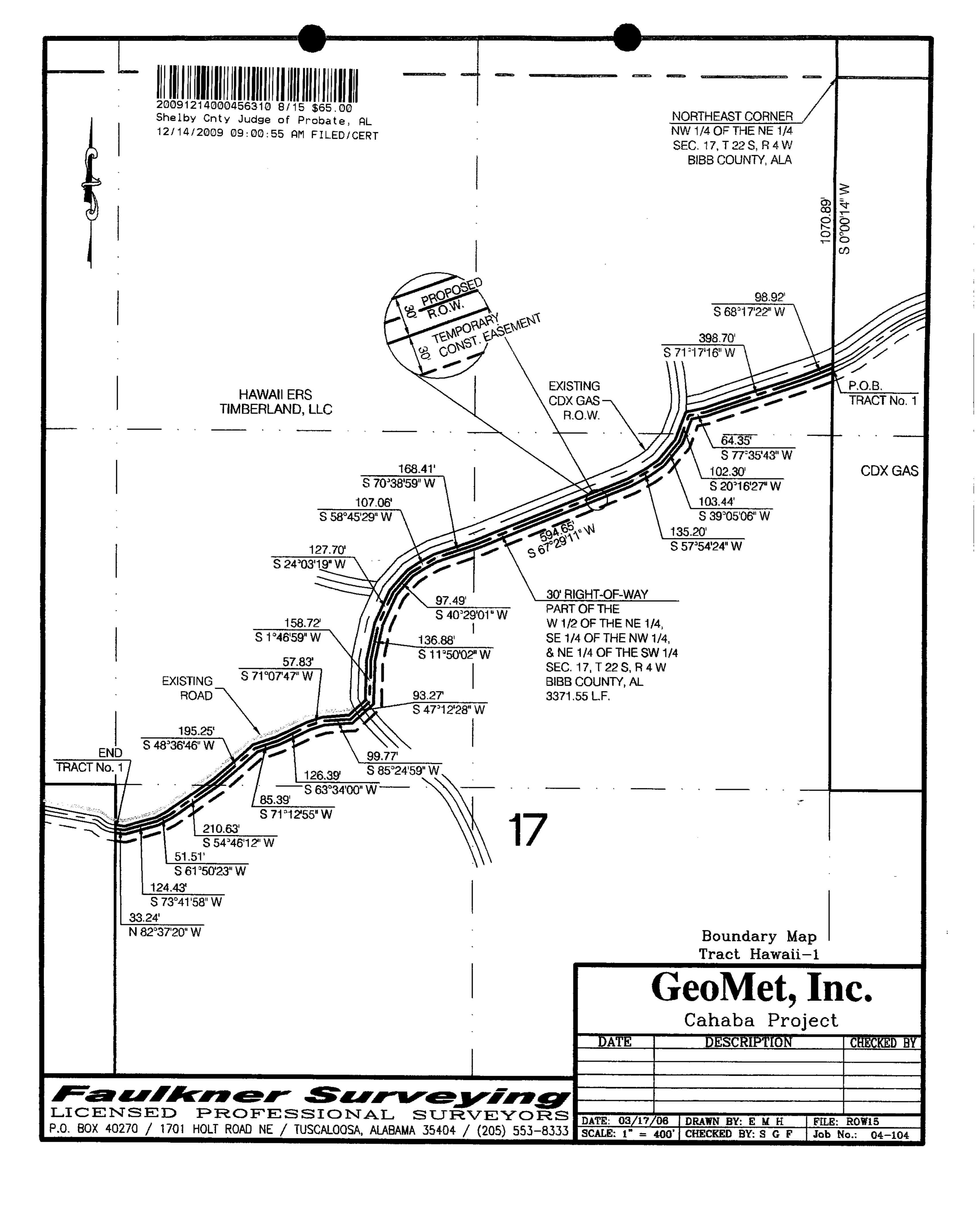
GeoMet – Cahaba Project March 20, 2006 Tract Hawaii-1

A strip of land for a Right-of-Way located in part of the West half of the Northeast quarter, the Southeast quarter of the Northwest quarter, and the Northeast quarter of the Southwest quarter of Section 17, Township 22 South, Range 4 West, Bibb County, Alabama, and being more particularly described with reference to a centerline as described as follows:

Commence at the Northeast corner of the Northwest quarter of the Northeast quarter of said Section 17; thence run South 0°00'14" West and along the East boundary of the Northwest quarter of the Northeast quarter of said Section 17 for a distance of 1070.89 feet to the POINT OF BEGINNING of the herein described centerline; thence South 68°17'22" West for a distance of 98.92 feet; thence South 71°17'16" West for a distance of 398.70 feet; thence South 77°35'43" West for a distance of 64.35 feet; thence South 20°16'27" West for a distance of 102.30 feet; thence South 39°05'06" West for a distance of 103.44 feet; thence South 57°54'24" West for a distance of 135.20 feet; thence South 67°29'11" West for a distance of 594.65 feet; thence South 70°38'59" West for a distance of 168.41 feet; thence South 58°45'29" West for a distance of 107.06 feet; thence South 40°29'01" West for a distance of 97.49 feet; thence South 24°03'19" West for a distance of 127.70 feet; thence South 11°50'02" West for a distance of 136.88 feet; thence South 1°46'59" West for a distance of 158.72 feet; thence South 47°12'28" West for a distance of 93.27 feet; thence South 85°24'59" West for a distance of 99.07 feet; thence South 71°07'47" West for a distance of 57.83 feet; thence South 63°34'00" West for a distance of 126.39 feet; thence South 71°12'55" West for a distance of 85.39 feet; thence South 48°36'46" West for a distance of 195.25 feet; thence South 54°46'12" West for a distance of 210.63 feet; thence South 61°50'23" West for a distance of 51.51 feet; thence South 73°41'58" West for a distance of 124.43 feet; thence North 82°37'20" West for a distance of 33.24 feet to the END of the herein described centerline, said point lying on the West boundary of the Northeast quarter of the Southwest quarter of said Section 17.

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)	GeoMet – Cahaba Project
COUNTY OF BIBB)	March 20, 2006
COUNTY OF SHELBY)	Tract Hawaii-2

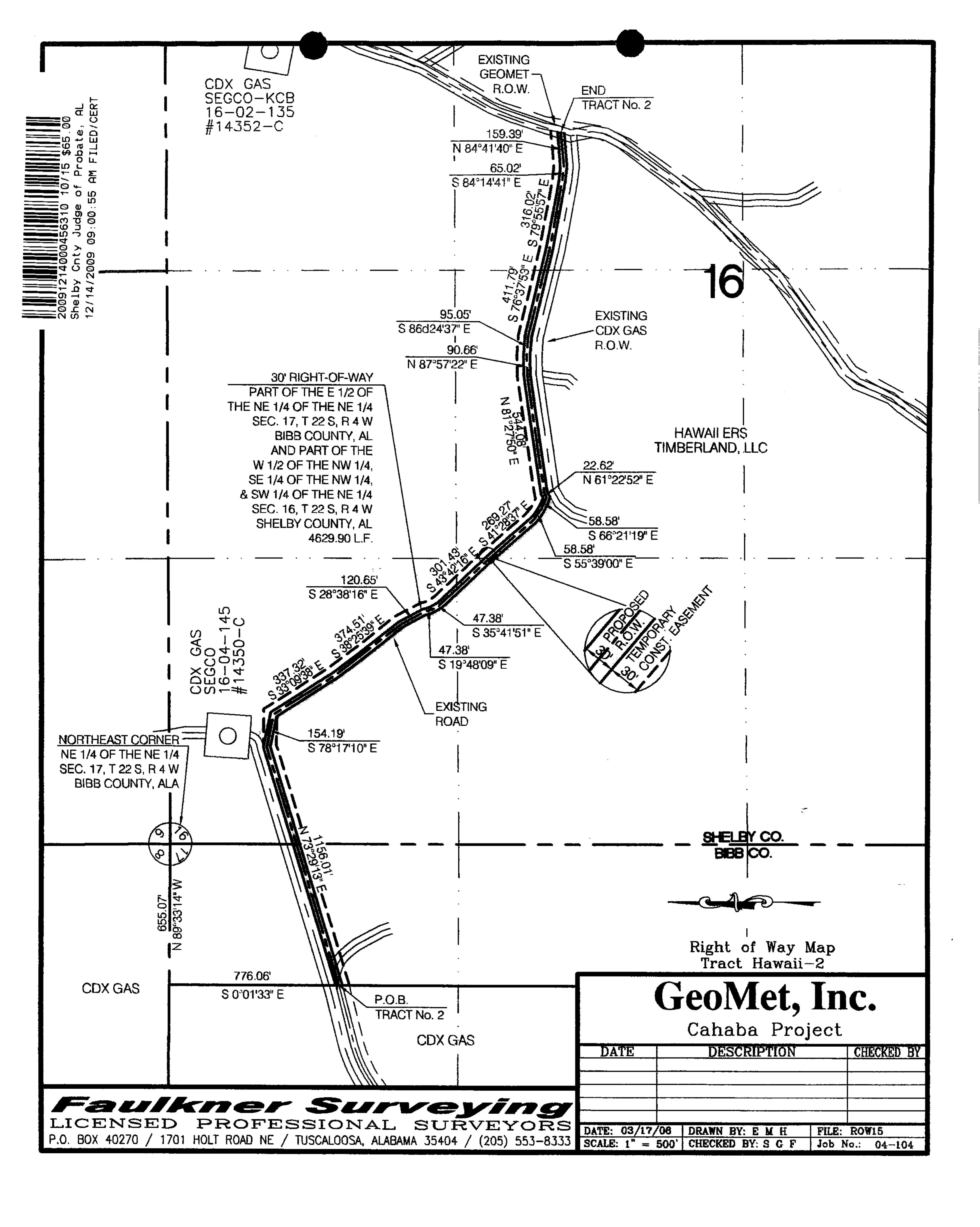
A strip of land for a Right-of-Way located in part of the Northeast quarter of the Northeast quarter of Section 17, Township 22 South, Range 4 West, Bibb County, Alabama, and part of the West half of the Northwest quarter, the Southeast quarter of the Northwest quarter, and the Southwest quarter of the Northeast quarter of Section 16, Township 22 South, Range 4 West, Shelby County, Alabama, and being more particularly described with reference to a centerline as described as follows:

Commence at the Northeast corner of the Northeast quarter of the Northeast quarter of said Section 17; thence run North 89°33'14" West and along the North boundary of the Northeast quarter of the Northeast quarter of said Section 17 for a distance of 655.07 feet to a point; thence South 0°01'33" East and along the East boundary of the West half of the East half of the Northeast quarter of said Section 17 for a distance of 776.06 feet to the POINT OF BEGINNING of the herein described centerline; thence North 73°29'13" East for a distance of 1156.01 feet; thence South 78°17'10" East for a distance of 154.19 feet; thence South 33°09'38" East for a distance of 337.32 feet; thence South 38°25'39" East for a distance of 374.51 feet; thence South 28°38'16" West for a distance of 120.65 feet; thence South 19°48'09" East for a distance of 47.38 feet; thence South 35°41'51" East for a distance of 47.38 feet; thence South 43°42'16" East for a distance of 301.43 feet; thence South 41°28'37" East for a distance of 269.27 feet; thence South 55°39'00" East for a distance of 58.58 feet; thence South 66°21'19" East for a distance of 58.58 feet; thence North 61°22'52" East for a distance of 22.62 feet; thence North 81°27'50" East for a distance of 544.08 feet; thence North 87°57'22" East for a distance of 90.66 feet; thence South 86°24'37" East for a distance of 95.05 feet; thence South 76°37'53" East for a distance of 411.79 feet; thence South 79°55'57" East for a distance of 316.02 feet; thence South 84°14'41" East for a distance of 65.02 feet; thence North 84°41'40" East for a distance of 159.39 feet to the END of the herein described centerline, said point lying on the West boundary of an existing GeoMet Operating Co., Inc. right-of-way being 50 feet in width.

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 BIBB)

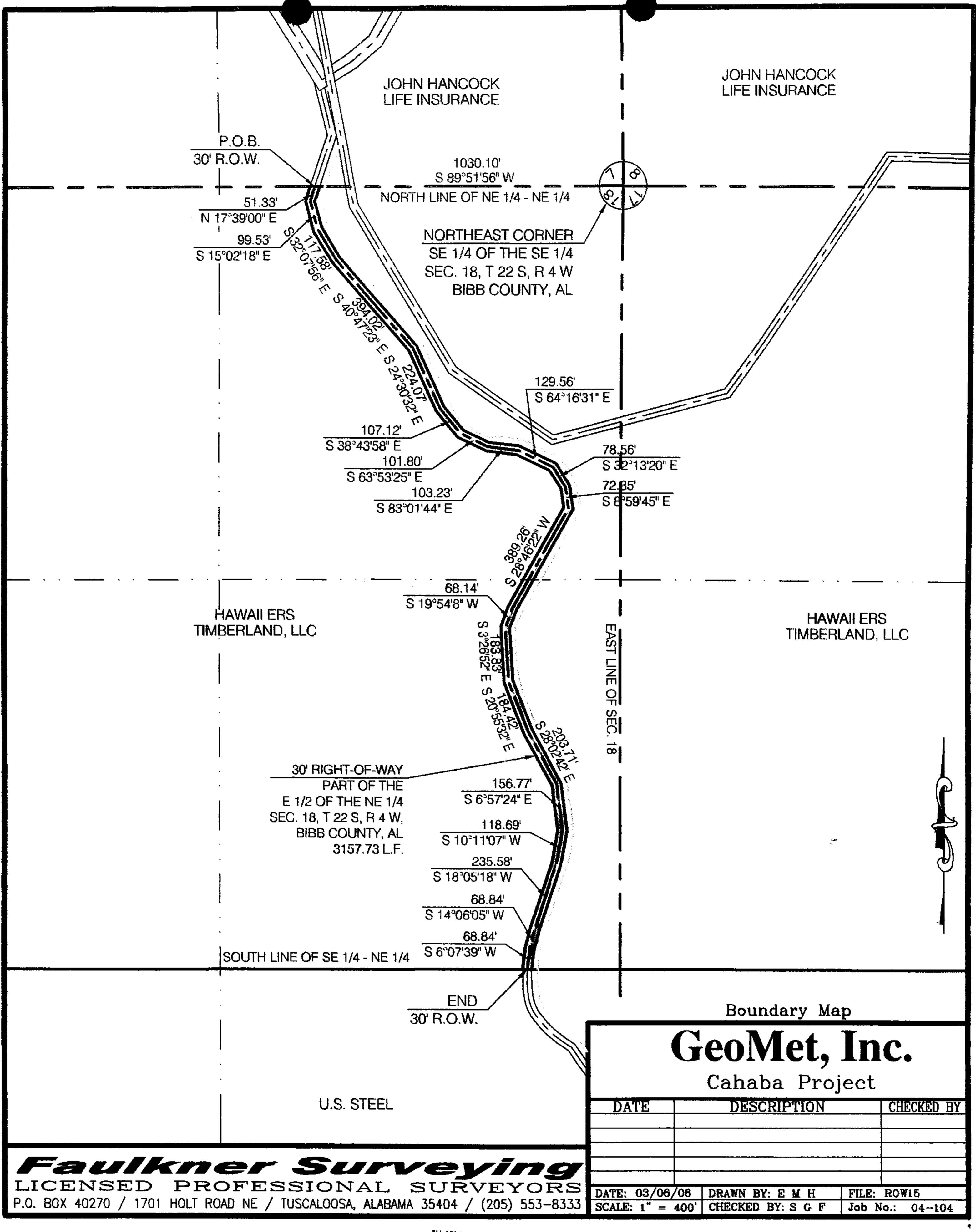
GeoMet – Cahaba Project March 6, 2006 R.O.W. #15-2

A strip of land for a Right-of-Way located in part of the East half of the Northeast quarter of Section 18, Township 22 South, Range 4 West, Bibb County, Alabama, and being more particularly described with reference to a centerline as described as follows:

Commence at the Northeast corner of the Northeast quarter of the Northeast quarter of said Section 18; thence run South 89°51'56" West and along the South boundary of said quarter-quarter for a distance of 1030.10 feet to the POINT OF BEGINNING of the herein described centerline; thence South 17°39'00" West for a distance of 51.33 feet; thence South 15°02'18" East for a distance of 99.53 feet; thence South 32°07'56" East for a distance of 117.58 feet; thence South 40°47'23" East for a distance of 394.02 feet; thence South 24°30'32" East for a distance of 224.07 feet; thence South 38°43'58" East for a distance of 107.12 feet; thence South 63°53'25" East for a distance of 101.80 feet; thence South 83°01'44" East for a distance of 103.23 feet; thence South 64°16'31" East for a distance of 129.56 feet; thence South 32°13'20" East for a distance of 78.56 feet; thence South 8°59'45" East for a distance of 72.85 feet; thence South 28°46'22" West for a distance of 389.26 feet; thence South 19°54'08" West for a distance of 68.14 feet; thence South 3°26'52" East for a distance of 183.83 feet; thence South 20°55'32" East for a distance of 184.42 feet; thence South 28°02'42" East for a distance of 203.71 feet; thence South 6°57'24" East for a distance of 156.77 feet; thence South 10°11'07" West for a distance of 118.69 feet; thence South 18°05'18" West for a distance of 235.58 feet; thence South 14°06'05" West for a distance of 68.84 feet; thence South 6°07'39" West for a distance of 68.84 feet to the END of the herein described centerline, said point lying on the South boundary of the Southeast quarter of the Northeast 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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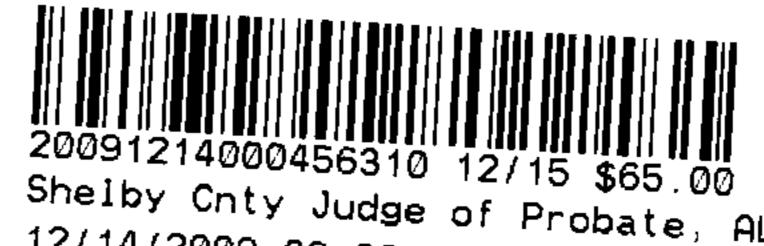


EXHIBIT "G"

TOWNSHIP 22 SOUTH, RANGE 4 WEST, BIBB COUNTY, ALABAMA

Section 17: West Half of the Northeast Quarter (W 1/2 NE 1/4)

Southeast Quarter of the Northwest Quarter (SE 1/4 NW 1/4)

BEING a portion of the premises conveyed to Grantor by deed dated February 10, 2000, and filed

with the Probate Clerk of Bibb County, Alabama.

EXHIBIT "H"

TOWNSHIP 22 SOUTH, RANGE 4 WEST, BIBB COUNTY, ALABAMA

Section 17: East Half of the Northeast Quarter of the Northeast Quarter (E 1/2 NE 1/4 NE 1/4)

BEING a portion of the premises conveyed to Grantor by deed dated February 10, 2000, and filed with the Probate Clerk of Bibb County, Alabama.

TOWNSHIP 22 SOUTH, RANGE 4 WEST, SHELBY COUNTY, ALABAMA

Section 16: West Half of the Northwest Quarter (W 1/2 NW 1/4)

Southeast Quarter of the Northwest Quarter (SE ¼ NW ¼) Southwest Quarter of the Northeast Quarter (SW ¼ NE ¼)

BEING a portion of the premises conveyed to Grantor by deed dated February 10, 2000, and filed

with the Probate Clerk of Shelby County, Alabama.

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EXHIBIT "I"

TOWNSHIP 22 SOUTH, RANGE 4 WEST, BIBB COUNTY, ALABAMA

Section 18: East Half of the Northeast Quarter (E 1/2 NE 1/4)

BEING a portion of the premises conveyed to Grantor by deed dated February 10, 2000, and filed

with the Probate Clerk of Bibb County, Alabama.

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Shelby Cnty Judge of Probate, AL 12/14/2009 09:00:55 AM FILED/CERT