

**EASEMENT FOR AQUACULTURE FACILITY SITE**

**KNOW ALL MEN BY THESE PRESENTS**, that Joe A. Pilch, individually and as Attorney-In-Fact for Marilyn P. Wolter and Edward S. Pilch, Members, Pilch Ranch, LLC, c/o Joe Pilch, Registered Agent, P. O. Box 6587 Sheridan, Wyoming 82801, GRANTOR/SURFACE OWNER, for and in consideration of the sum of ten and more dollars (\$10.00+) in hand paid, the receipt of which is hereby acknowledged, and the covenants hereinafter contained, hereby grants and conveys unto **J. M. Huber Corporation**, of 1050 17<sup>th</sup> Street, Suite 700, Denver, Colorado 80265, **in association with AquaMatrix International, Inc.** GRANTEE/OPERATOR, its successors and assigns, the right to construct, maintain, operate, and remove at any time an aquaculture facility site ("Facility") for any lawful purpose or use in connection with Grantee's/Operator's business operations, on, over, and across the following described tract of land, situated in the County of Sheridan, State of Wyoming, to wit:

**TOWNSHIP 57 NORTH, RANGE 83 WEST, 6<sup>th</sup> P. M.**

**Section 9: NW/4NE/4**

**containing approximately one (1) acres more or less.**

**See the attached plat which is made a part of the easement**

Grantee/Operator hereby agrees to erect a fence around the Facility.

It is further understood and agreed that there shall be paid to Grantor/Surface Owner an additional consideration of Two Hundred Dollars (\$200.00) prior to constructing the Facility contemplated, if and when constructed on the above described land.

To the extent there are any damages to growing crops, fences, and present improvements caused by Grantee's/Operator's construction, maintenance, operation, repair, rebuilding, and alteration related to the Facility and/or due to the removal of pipelines, meters, regulators, valves, drips, and other appurtenances related to the Facility, Grantee/Operator shall pay reasonable damages to Grantor/Surface Owner for those damages.

This easement shall include the right of ingress and egress to and from said Facility with the right to use existing roads for the purposes of constructing, maintaining, and operating the Facility and the removal or replacement of same, in whole or in part. For temporary periods, Grantee/Operator may use such portion of the property adjacent to said Facility as may be reasonably necessary in connection with construction, maintenance, repair, removal, or replacement of the Facility.

**TO HAVE AND TO HOLD** the above described rights and easements, together with all rights necessary to construct, maintain, and operate the Facility within the easement granted unto the Grantee/Operator, its successors and assigns, until such time as Grantee/Operator, its successors and assigns, releases or relinquishes in writing its rights and the easement herein granted.

Grantor/Surface Owner reserves the right to use and enjoy said property except with respect to the rights and easements herein granted to Grantee/Operator, its successors and assigns, provided that such use and enjoyment shall not interfere with Grantees/Operators Facility or the rights and easements granted herein to Grantee/Operator, its successors and assigns.

Grantor/Surface Owner represents and warrants that Grantor/Surface Owner is the owner in fee simple of the land described above.

Agreed to and accepted this the 9<sup>th</sup> day of January, 2003.

OWNER: Pilch Ranch, LLC

OPERATOR: J. M. Huber Corporation

Joe A. Pilch  
Joe A. Pilch

David Gomendi  
By: David Gomendi

Title: Operations Manager

Joe A. Pilch  
Joe A. Pilch, Attorney-In-Fact  
For Marilyn P. Wolter

Edward S. Pilch  
Edward S. Pilch

State of Wyoming )  
                                  )ss.  
County of Sheridan )

The foregoing instrument was acknowledged before me this the 9<sup>th</sup> day of January, by Edward S. Pilch, Member Pilch Ranch, LLC, to me known to be the same person(s) who executed the foregoing instrument, acknowledged that he executed the same as his free act and deed.

Witness my hand and official seal.

My commission expires: 11-18-2005

Raymond C. Munson  
Notary Public

State of Wyoming )  
                                  )ss.  
County of Sheridan )



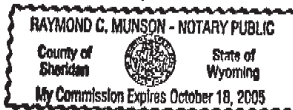
The foregoing instrument was acknowledged before me this the 9<sup>th</sup> day of January, by Joe A. Pilch, individually and as Attorney-In-Fact for Marilyn P. Wolter, Members Pilch Ranch, LLC, to me known to be the same person(s) who executed the foregoing instrument, acknowledged that he executed the same as his free act and deed.

Witness my hand and official seal.

My commission expires: 10-18-05

Raymond C. Munson  
Notary Public

State of Colorado )  
                                  )ss.  
County of Denver )



Before me, the undersigned, a Notary Public, in and for said County and State, on this 18<sup>TH</sup> day of FEB 2003 personally appeared

DAVID GOMENDI, OPERATIONS MANAGER  
of J. M. Huber Corporation, and acknowledged to me that he executed the same as his free and voluntary act and deed. Given under my hand and seal of the office the day and year last above written.

Witness my hand and official seal.

My commission expires:

4/2/06

Janis K. Stager  
Notary Public