

After Recording Return to:

K&L Gates LLP
925 Fourth Avenue, Suite 2900
Seattle, Washington 98104
Attn: Rhys Hefla



201304100094
Skagit County Auditor

4/10/2013 Page 1 of 10 3:37PM

CHICAGO TITLE

020018085

ACCESS EASEMENT

GRANTOR: QUALITY SEAFOOD SERVICES LLC, a Washington limited liability company

GRANTEE: TFI INVESTMENTS, LLC, a Washington limited liability company

Legal Description:

Abbreviated Form: Lots 1-3, 9-12, Blk 72, Amended Plat of Burlington. TGW ptn of vac. alley

Additional Legal on pages 8-10

Assessor's Tax Parcel ID No. P 71794

Reference Number(s) of Related Documents(s): N/A

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

APR 10 2013

Amount Paid \$
Skagit Co. Treasurer
By *MAM* Deputy

This ACCESS EASEMENT ("Agreement") is made and entered into this 4th day of April, 2013, by QUALITY SEAFOOD SERVICES LLC, a Washington limited liability company ("Grantor") and TFI INVESTMENTS, LLC, a Washington limited liability company ("Grantee").

RECITALS

- A. Grantor is the owner of the real property described in Exhibit A attached hereto (the "Burdened Property"), which Grantor has acquired from Grantee immediately prior to the recording of this Agreement.
- B. Grantee is the owner of the real property described on Exhibit B attached hereto (the "Benefited Property"; and together with the Burdened Property, each, a "Property").
- C. Grantor desires to grant an easement for the benefit of Grantee's Property for the purposes and on the terms and conditions described herein.

AGREEMENT

1. Grant of Easement. For and in consideration of the conveyance of the Burdened Property from Grantee to Grantor, as well as the covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor grants and conveys to Grantee, a perpetual nonexclusive easement for vehicular and pedestrian ingress and egress (the "Easement") under, across, and over Grantor's property in the location described on Exhibit C attached hereto (the "Easement Area").
2. Easement Improvements. The Easement Area is currently improved with a private road, together with ancillary improvements (collectively, the "Easement Improvements").
3. Access. Grantee, its successors and assigns, and their respective employees, contractors, agents, customers and invitees shall have the right at all times, without prior notice to Grantor, to enter upon the Easement Area and the Easement Improvements, by foot or vehicle, for the purposes of accessing the Benefited Property.
4. Obstructions. Grantee may from time to time remove structures, trees, bushes, or other obstructions within the Easement Area and may level and grade the Easement Area to the extent reasonably necessary to carry out the purposes set forth herein.
5. Grantor's Use of Easement Area. Grantor reserves the right to use the Easement Area for any purpose not inconsistent with the rights herein granted; provided that, within the Easement Area, Grantor shall not (a) erect any structure or fixture; (b) plant trees; (c) maintain any rockery; (d) place any fill material; or (e) maintain any other obstruction that would interfere with Grantee's use of the Easement Areas. Grantor shall not excavate or blast in proximity to the Easement Area and shall not undertake any activity on the Burdened Property that would disturb



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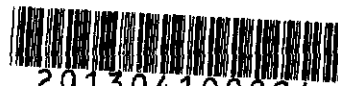
the compaction or unearth the Easement Improvements or endanger the lateral support to the Easement Improvements. Grantor shall not alter the surface level or elevation of the ground within the Easement Area. If Grantor violates this section, Grantee shall have the right (a) to remove, or require removal of, any obstruction; or (b) to restore, or require restoration of, the Easement Area to the condition which existed before violation of this section; either of which shall be accomplished within a reasonable period of time and at Grantor's expense.

6. Maintenance. Grantor shall be responsible, at Grantor's expense, for maintaining, repairing, restoring and replacing the Easement Improvements such that the same remain at all times in good condition, suitable for use for the purposes set forth herein, and otherwise in substantially the condition thereof as of the date of this Agreement. If Grantee determines, in its reasonable discretion, that Grantor has failed to maintain the Easement Improvements to such standards, Grantee shall notify Grantor of such failure in writing. If Grantor fails to undertake any required maintenance, repair, restoration or replacement within thirty (30) days following receipt of such notice from Grantee, Grantee shall be entitled to enter upon the Burdened Property and perform such maintenance, repair, restoration or replacement of the Easement Improvements on behalf of, and at the expense of, Grantor.

7. Indemnity. Grantee will defend, indemnify and hold harmless Grantor from any loss, claim, liability or suit, including reasonable attorneys' fees, on behalf of any party for any bodily injury or property damage occurring in, on or about the Easement Area or Grantor's Property to the extent the damage or injury was caused by Grantee or its agents, employees, clients, contractors, or invitees.

8. Insurance. Grantee and Grantor shall each maintain a commercial general liability policy insuring claims in connection with actions and omissions occurring on the Grantor Property or otherwise in connection with this Agreement, with minimum limits of coverage of One Million Dollars (\$1,000,000) per occurrence, bodily injury or death and property damage combined; and such policy shall: (a) name the other and its representatives and agents, as well as any lender holding a mortgage or deed of trust on the Burdened Property or Benefitted Property, as applicable, as additional insureds; (b) be primary and any insurance carried by the other shall be excess and noncontributing with such primary insurance; and (c) be maintained with an insurance company licensed to do business in Washington and reasonably acceptable to the other. On the request of any party, the other shall deliver within ten (10) days to the requesting party an insurance certificate evidencing the insurance described in this section.

9. Lien Rights. If either Grantor or Grantee shall fail to perform any term, covenant, or obligation of this Agreement to be performed by said party (the "Defaulting Party"), and the other party performs such term, covenant or obligation on the Defaulting Party's behalf in accordance with the terms of this Agreement, the expenses incurred by such party shall be a lien upon the right, title and interest of the Defaulting Party in such Defaulting Party's Property; provided, however that any such judgment and the lien thereof shall be subject and subordinate in all respects to the lien of any mortgage or deed of trust affecting the Defaulting Party's Property and the right of the holders thereof and any one who takes by, through or under such holder, and any such holder shall not be obligated for the performance of any of the terms,



covenants or other obligations hereunder existing or accruing before it acquires title to the respective Property or interest therein or after it conveys or transfers such Property or interest therein.

10. Notice. Any notice permitted or required to be given by either party to this Agreement shall be given in writing and may be effected by certified United States mail, with return receipt requested, properly addressed, postage prepaid, by reputable overnight delivery service, or by personal delivery, as follows:

If to Grantor: Quality Seafood Services, LLC
424 Greenleaf Avenue
Burlington, Washington 98233
Attn: Fred Jahns

If to Grantee: TFI Investments, LLC
410 South Spruce Street
Burlington, Washington 98233
Attn: Lowell C. Dayton

or to such other address or to such other person's attention of which notice was given in accordance with this section. Notice shall be deemed effective upon three (3) days after being properly delivered as described above.

11. Attorney's Fees and Costs. If either party shall bring an action to enforce the terms of this Agreement, in any such action the prevailing party shall be entitled to an award of its reasonable attorneys' fees and reasonable costs. Said costs and attorneys' fees shall include, without limitation, costs and attorneys' fees incurred in any appeal or in any proceedings under any present or future federal bankruptcy, forfeiture or state receivership or similar law.

12. Governing Law. This Agreement shall be governed by Washington law.

13. Title. Grantor covenants that it is the lawful owner of the Burdened Property and that the individual(s) signing on Grantor's behalf have the right and authority to execute this Agreement on behalf of Grantor.

14. Severability. All provisions of this Agreement are severable and the invalidity or unenforceability of any provision shall not affect or impair the validity or enforceability of the remaining provisions.

15. Binding Effect; Successors and Assigns. Grantee shall have the right to assign, apportion, or otherwise transfer any or all of its rights, benefits, privileges, and interests arising herein. Without limiting the generality of the foregoing, the rights and obligations of the parties shall inure to the benefit of and be binding upon their respective successors and assigns and shall be deemed to run with the land. This Agreement may be amended or modified only by written



instrument, executed and acknowledged by the parties hereto or their successors or assigns, recorded with the Skagit County Auditor.

16. Headings. The headings used herein are for convenience only and are not to be used in interpreting this Agreement.

17. Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and supersedes any prior written or oral agreements with respect to the matters described herein.

18. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed the original, but which together shall constitute one and the same instrument.

(Remainder of Page Intentionally Left Blank)



IN WITNESS WHEREOF, this Agreement has been duly executed of the date first set forth above.

GRANTOR:

QUALITY SEAFOOD SERVICES LLC,
a Washington limited liability company

By: Frederick D. Jahn
Name: FREDERICK D. JAHNS
Title: MANAGING MEMBER

GRANTEE:

TFI INVESTMENTS, LLC,
a Washington limited liability company

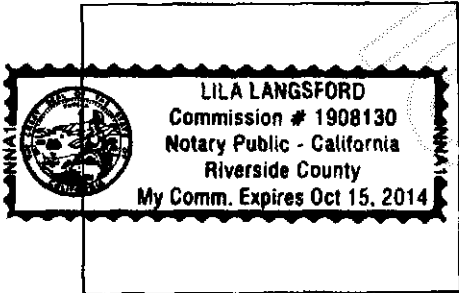
By: Lowell C. Dayton
Lowell C. Dayton
Manager



STATE OF California)
) ss.
COUNTY OF Riverside)

I certify that I know or have satisfactory evidence that Lowell C. Dayton is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the Manager of TFI Investment, LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: April 4, 2013



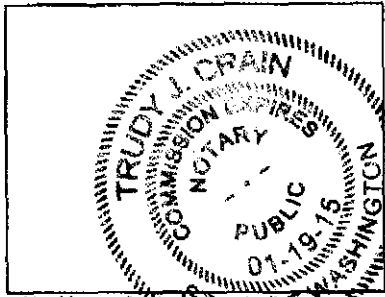
(Use this space for notarial stamp/seal)

Lila Langsford
Notary Public
Print Name Lila Langsford
My commission expires Oct 15, 2014

STATE OF WASH)
) ss.
COUNTY OF Skagit)

I certify that I know or have satisfactory evidence that Frederick D. Johns is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the Manager, Member of Quality Seafood Services, LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 4-8-13



(Use this space for notarial stamp/seal)

Trudy J. Crain
Notary Public
Print Name Trudy J. Crain
My commission expires 1-19-15



Exhibit A

BURDENED PROPERTY

Lots 1 through 3, inclusive and Lots 9 through 12, inclusive, Block 72, "AMENDED PLAT OF BURLINGTON, SKAGIT COUNTY, WASH.," as per plat recorded in Volume 3 of Plats, page 17, records of Skagit County, Washington.

TOGETHER WITH that portion of the North 1/2 of vacated alley adjoining said Lots 1 through 3, inclusive, Block 72, which upon vacation has reverted to said premises by operation of law;

ALSO TOGETHER WITH that portion of the South 1/2 of vacated alley adjoining said Lots 9 through 12, inclusive, Block 72, which upon vacation has reverted to said premises by operation of law.

Situate in the City of Burlington, County of Skagit, State of Washington.

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Exhibit B

BENEFITED PROPERTY

Lots 4 through 6, inclusive, Block 72, "AMENDED PLAT OF BURLINGTON, SKAGIT COUNTY, WASH.," as per plat recorded in Volume 3 of Plats, page 17, records of Skagit County, Washington.

TOGETHER WITH that portion of the North 1/2 of vacated alley adjoining said Lot 4, Block 72, which upon vacation has reverted to said premises by operation of law.

Situate in the City of Burlington, County of Skagit, State of Washington.

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Exhibit C

EASEMENT AREA

The west 15 feet of Lot 3, Block 72, "Amended Plat of Burlington", according to the plat thereof, recorded in Volume 3 of Plats, at Page 17, records of Skagit County, Washington.

Situate in County of Skagit, State of Washington.

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Skagit County Auditor