AFTER RECORDING RETURN TO:

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Grantors:

MINOR, GARY L. and CHERYL K.

HSA, INC., a Washington corporation, d/b/a Pacific Equity Group. Grantee:

Abbreviated legal: W 1/2 N 1/2 S 1/2 E 1/2 Lot 42 & Ptn. N 1/2 E 1/2 Lot 43, Burlington Acreage Property

Assessor's Tax Parcel/Account Number: 3867-000-043-1805 and 3867-000-043-1904.

## RIGHT OF FIRST REFUSAL TO PURCHASE REAL ESTATE

In consideration of good and valuable consideration, receipt of which is hereby acknowledged,

Grantors, GARY L. MINOR and CHERYL K. MINOR, husband and wife,

hereby grant to Grantee, HSA, INC., a Washington corporation, d/b/a Pacific Equity Group, their heirs, successors, and assigns, the first right of refusal to purchase the real property described on EXHIBIT A, which is attached hereto and by this reference, incorporated herein.

If Grantors receive a bona fide written offer to purchase the real property described herein, from a third party purchaser, within ten (10) years of the date hereof, grantors must within Ten (10) days of the receipt of such offer, deliver a written Notice of Offer. along with a copy of said written offer to purchase, to grantees. For purposes of this agreement, the term "purchase" does not include a lease, rental or royalty agreement.

The right of refusal must be exercised by Grantee within  $T \in \mathcal{N}$  (10) days of receipt by Grantee of the Notice of Offer, by delivering to Grantors a written notice of intent to exercise the right of first refusal along with a written offer to purchase upon terms and conditions at least equal to the offer to purchase received from a bona fide third party purchaser.

Whenever, within the time specified above, Grantee has delivered to Grantors a written offer equal or better to the offer received from the third party purchaser, the Grantors shall execute a proper deed of conveyance for said property and deliver the same to a licensed escrow agent or attorney at law to be held in escrow and delivered to Grantee upon payment of the purchase price.

If the Grantee, following receipt of a written Notice of Offer, does not exercise the first right of refusal as to that offer, that shall not terminate their first right of refusal as to any subsequent offers received by the Grantor if the third party transaction fails to close. The Grantee's first right of refusal shall continue as to any subsequent offer(s) received by the Grantor in the same manner as to the first offer.

All notices for the purposes of this agreement must be in writing and delivered personally or by certified first class mail, return receipt requested.

The agreements and covenants contained herein are intended to run with the land and be binding upon the heirs, successors, or assignees of the parties hereto.

**GRANTORS:** 

GRANTEE:

HSA, INC, d/b/a Pacific Equity Group:

By:

MICHAEL JONES, President

STATE OF WASHINGTON )

COUNTY OF SKAGIT

I certify that I know or have satisfactory evidence that GARY L. MINOR and CHERYL K. MINOR are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: MARCA 23 . 2005.

NOTARY PUBLIC OF WASHING

Print name DARY / HAWES

NOTARY PUBLIC in and for the State of

Washington, residing at 20505 La Fayotte Bulling TON

My appointment expires: 0/-27-2009

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STATE OF WASHINGTON	)	
	:	SS.
COUNTY OF SKAGIT	)	

I certify that I know or have satisfactory evidence that MICHAEL JONES is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as President of HSA, INC., a Washington corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Witness my hand and official seal hereto affixed this <u>23</u> day of <u>MARE</u> 2005.

HOTARY

PUBLIC TO 27.200 WASHINGTON OF WASHINGTON

My appointment expires: 0/-27-09

## EXHIBIT A Description

The West 1/2 of the North 1/2 of the South 1/2 of the East 1/2 of Lot 43, Plat of Burlington Acreage Property, according to the Plat recorded in Volume 1 of Plats, page 49, records of Skagit County, except that portion conveyed to the City of Burlington by Deed dated January 20, 1958, and recorded September 24, 1959, under Auditor's File No. 585859.

The West 1/2 of the following described tract:

That portion of the North 1/2 of the East 1/2 of Lot 43, Plat of Burlington Acreage Property, according to the Plat recorded in Volume 1 of Plats, page 49, Records of Skagit County, described as follows:

Beginning at the Southeast corner of said subdivision; thence West along the South line of said subdivision to the Southwest corner thereof; thence North 18.4 feet; thence East to a point 20.2 feet North of the point of beginning, thence South 20.2 feet to the point of beginning; Except that portion thereof conveyed to the City of Burlington by Deed dated January 20, 1958 and Recorded September 24, 1959 under Auditor's File No. 585859. No Exceptions.



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