

AFTER RECORDING MAIL TO:

BMC BUILDING LLC
P.O. BOX 541
BURLINGTON, WA 98233



200705010143

Skagit County Auditor

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1241602-80

LAND TITLE OF SKAGIT COUNTY

**RIGHT OF FIRST REFUSAL
TO PURCHASE REAL ESTATE**

Grantor: Allen D. Brown and Gwen E. Brown, husband and wife

Grantee: BMC Building, LLC, a Washington limited liability company

Abbreviated Legal: Ptn E ½ Tr. 50, Burlington Acreage Property

Assessor's Tax Parcel/Account No.: 3867-000-050-1508/P62659

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

GRANTORS, Allen D. Brown and Gwen E. Brown, husband and wife, hereby grant to

GRANTEE, BMC Building, LLC, a Washington limited liability company, its successors and assigns,

the first right of refusal to purchase the real property described on Exhibit "A" attached hereto and by this reference, incorporated herein, hereafter referred to as "the property."

If Grantors decide to sell the property, they will first offer it for sale to grantees at the price and terms they intend to offer on the open market. Grantees shall have 30 days from receipt of the written offer to accept, reject or counter offer in writing. If Grantors and Grantees are unable to come to agreement within 30 days of the date Grantors first offer to the property to Grantees, the Grantors may then offer the property for sale on the open market.

For purposes of this agreement, the term "purchase" does not include a lease, rental or royalty agreement.

The right of first refusal must be exercised by Grantees within 30 days of receipt by Grantees 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 Grantors.

Grantees will have the right to ask for a purchase anytime after January 1, 2008 or after the State of Washington, Department of Transportation makes it's purchase from this property. The sale price will be established at the time of sale.

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 assigns of the parties hereto.

Dated this 30TH day of April, 2007.

Allen D. Brown
Allen D. Brown

Gwen E. Brown
Gwen E. Brown

Timothy K. Reichert
BMC Building LLC
By: Timothy K. Reichert, Manager

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

MAY 01 2007

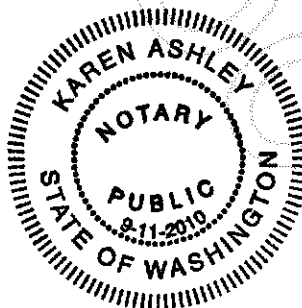
Amount Paid \$
Skagit Co. Treasurer
By Deputy

STATE OF WASHINGTON }
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 })ss
County of Skagit }

I certify that I know or have satisfactory evidence that Allen D. Brown and Gwen E. Brown 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 this 30TH day of April, 2007.

Karen Ashley
Notary Public in and for the
State of Washington, residing at
MOUNT VERNON



My appointment expires 9/11/2010.



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STATE OF WASHINGTON

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County of Skagit

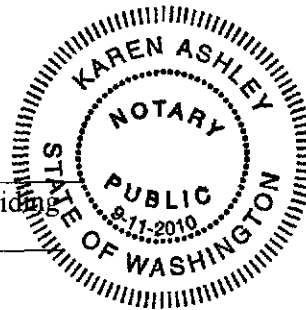
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I hereby certify that I know or have satisfactory evidence that Timothy K. Reichert is the person who personally appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Manager of BMC Building, LLC, to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated this 30th day of April, 2007.

Karen Ashley

Notary Public in and for the State of Washington, residing
at MOUNT VERNON



My appointment expires 9/11/2010



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Exhibit "A"

That portion of the East $\frac{1}{2}$ of Tract, 50, PLAT OF BURLINGTON ACREAGE PROPERTY, as per plat recorded in Volume 1 of Plats, page 49, records of Skagit County, Washington, described as follows:

Beginning at a point on the South line of said Tract 50, at a point 480 feet West of the Southeast corner thereof;

Thence West a distance of 120 feet to a point 600 feet West of the Southeast corner thereof;

Thence North to the South line of the Burlington Northern & Santa Fe Railway right-of-way (formerly Great Northern Railway);

Thence Northeasterly along the South line of said right-of-way to a point due North of the point of beginning;

Thence South to the point of beginning.

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



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