

WHEN RECORDED MAIL TO:

Parsons Behle & Latimer
Attn: Ross Keogh
127 E. Main Street
Suite 301
Missoula, Montana 59802

REPURCHASE OPTION AGREEMENT

THIS REPURCHASE OPTION AGREEMENT (“**Agreement**”) is made effective this ___ day of _____ (the “**Effective Date**”), by White Pine Parcel, LLC, a Montana limited liability company whose address is 129 W Alder, Missoula, Montana 59802 (“**Grantor**” or “**White Pine**”) and the City of Missoula, a municipal corporation, organized and existing under and by virtue of the laws of the State of Montana, having an address of 435 Ryman, Missoula, Montana 59802 (“**Grantee**” or “**City**”). Grantor and Grantee are referred to herein individually as a “**Party**” or together as the “**Parties**”.

Grantor and Grantee are parties to that certain purchase and sale agreement (the “**PSA**”) with respect to the property (the “**Property**”) described in the attached Exhibit “A” which required this Agreement in conjunction with the Grantor’s purchase of the Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and based upon the mutual promises and subject to the conditions set forth below, the Parties hereby agree as follows:

1. Should Grantor fail to begin construction on the Property before a date that is five (5) years from the Effective Date, the City shall have the option (“**Option**”) to repurchase the Property for the acquisition price set forth in the PSA plus the reasonable development cost and all carrying costs associated with the Property, including but not limited to architectural, engineering, environmental, real property taxes, interest incurred at commercially available rates, improvements to the property such as scraping and grubbing, infrastructure installation that Grantor expended in the development and holding of the Property (collective, the “**Repurchase Price**”) from the Effective Date. All intellectual property assets generated through the above expenditures and contracts shall be assigned to the City. The City may execute its Option beginning four years from the Effective Date until the sixth anniversary of the Effective Date by providing notice to White Pine of the City’s intent to exercise the Option.

2. This Option is not available if Grantor has started construction on the Property; once Grantor begins construction on the Property, this Option becomes null and void. The term “started construction” shall mean the project has been permitted for vertical residential

construction on any part of the Property under applicable City development regulations applicable to the proposed construction.

3. Should the City exercise this Option, Grantor agrees to convey title to the Property, subject to the same liens and encumbrances that existed at closing and those that were necessary to secure the required permits and authorizations to allow for the Property to be developed.

4. The City shall subordinate and attorn this Option to any debt Grantor holds or obtains which is secured by the Property to allow for such debt to be senior in priority to this Option and for this Option to be of no further force or effect upon the foreclosure or equivalent with respect to such debt. The Grantor shall not cause the amount of any outstanding principal indebtedness secured by the Property to exceed Grantor’s purchase price of the Property under the PSA. In the event the City exercises this Option, Grantor agrees and covenants to use the funds provided by the City in payment of the Repurchase Price to pay off any indebtedness secured to the Property.

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the Effective Date.

White Pine Parcel, LLC,
a Montana limited liability company

By: _____
Name: _____
Title: _____

STATE OF MONTANA)
 : ss.
COUNTY OF MISSOULA)

The foregoing instrument was acknowledged before me this _____ day January 2024, by _____, the _____ of _____, a _____.

NOTARY PUBLIC

The City of Missoula

By: _____
Print Name:
Title:

By: _____
Print Name:
Title: City Clerk

EXHIBIT A

Tract 3, Scott Street Lots, Lot 3, a recorded amended plat of the County of Missoula, and on file in the Book 39 of Plats, Page 58.¹

Tax Id: 422214003; Geo Code: 04-2200-16-2-03-26-0000

¹ NTD: confirm with Title.