### **EXHIBIT - SECOND AMENDMENT**

#### SECOND AMENDMENT TO OPTION TO PURCHASE

This document pertains to an Option to Purchase that is not a conveyance per Wis. Stats. 77.21(1).

This Second Amendment to Option to Purchase ("Second Amendment") is made as of April 6, 2025, by and between **Tri-State Custom Construction**, **LLC**, a Wisconsin limited liability company ("Seller"), and the **City of Madison**, a Wisconsin municipal corporation ("City").

#### WITNESSETH:

WHEREAS, the City and Seller are parties to a certain Option to Purchase, dated April 7, 2021, and recorded as Document No. **5715287** on April 9, 2021, as renewed by Renewal of Option to Purchase dated April 7, 2022, recorded as Document No. **5825518** on April 12, 2022, as Amended by First Amendment to Option to Purchase dated March 10, 2023, and recorded as Document No. **5894191** on April 4, 2023, and as renewed by Second Renewal of Option to Purchase, dated April 6, 2024, and recorded as Document No.

Return to: City of Madison

Office of Real Estate Services P.O. Box 2983

Madison, WI 53701-2983

Tax Parcel No.: 251-0710-274-1808-9

**5990352** on October 10, 2024, all in the Office of the Dane County Register of Deeds (collectively, the documents listed in this paragraph shall be called the "Option"); and

WHEREAS, the Option pertains to the property legally described as follows:

Lot Eighty Four (84), Owl's Creek Subdivision, in the City of Madison, Dane County, Wisconsin.

WHEREAS, the Option is due to expire April 7, 2025; and

WHEREAS, the Seller and the City desire to extend the expiration date of the Option as detailed in this Second Amendment.

NOW, THEREFORE, for good and valuable mutual consideration, the delivery and receipt of which is hereby acknowledged by and between the parties, the Seller and City agree as follows:

- 1. The "April 7, 2025" expiration date of the Option, as stated in Section 1 of the Second Renewal of Option to Purchase, is hereby deleted, and the Option shall now expire on April 7, 2026.
- 2. All other provisions of the Options remain in full force and effect.

Signatures begin on following page.

IN WITNESS WHEREOF, the parties have entered into this Second Amendment to Option to Purchase as of the date first set forth above.

# TRI-STATE CUSTOM CONSTRUCTION, LLC

		Ву:	(Signature)		-
		Ву:	(Print name an	d title)	-
State of Wisconsin County of Dane	) )ss.				
Personally came be Hawkins, owner of Too me to be the pers	fore me this Fri-State Custom Cor on who executed the ing instrument as s	nstruction, LI e above and t	LC, a Wisconsin l foregoing instrum	limited liabilit nent and ackn	ty company, known owledged that they
		Notary Pu	Notary Public, State of Wisconsin		
		(print or t	ype name)		
		My Comr	nission expires: _		

Signatures continue on following page.

## **CITY OF MADISON**

By:		
	Satya Rhodes-Conway, Mayor	
By:		
	Michael Haas, Acting City Clerk	
A	AUTHENTICATION	
The signatures of Satya Rhodes-Conway, City of Madison, are authenticated on this	Mayor, and Michael Haas, Acting City Clerks day of, 2025.	x, on behalf of the
Matthew Robles, Assistant City Attorney Member of the Wisconsin Bar		
Execution of this document by the City is File I.D. No, adopted by the Cor	authorized by Resolution Enactment No. REmmon Council of the City of Madison on	S-25, 2025.
Drafted by the City of Madison Office of	Real Estate Services Proje	ect No. 11540