

AGENDA ITEM 20

Consider approving Third Amendment to Agreement of Purchase and Sale of Williamson County Academy building on South Austin Avenue.

Moved: **Commissioner Hays**

Seconded: **Commissioner Boatright**

Motion: To approve the Third Amendment to Agreement of Purchase and Sale of Williamson County Academy building on South Austin Avenue.

Vote: **5 - 0**

< Attachment >

THIRD AMENDMENT TO AGREEMENT OF PURCHASE AND SALE

This Third Amendment to the Agreement of Purchase and Sale ("Third Amendment") made as of this _____ day of August, 2002, is an amendment to that certain Agreement of Purchase and Sale ("the Agreement") made by and between Williamson County, Texas, (a political subdivision of the State of Texas, acting by and through its authorized County Judge), ("Seller") and The Talisman Group, Inc., and/or assigns ("Purchaser") for the purchase and sale of: (i) that certain tract of real property consisting of approximately .8815 acres located at 1102 S. Austin Ave., Georgetown, in the County of Williamson, State of Texas; and (ii) that certain tract of real property consisting of approximately .225 acres located on 11th Street midway between Austin Ave. and Rock Street, Georgetown, in the County of Williamson, State of Texas, (cumulatively the "Property"), and is as follows:

1. Section 2.2, Feasibility Period, of the Agreement, as previously amended, shall be modified from 390 days to 480 days after the effective date of this Contract or until November 7th, 2002.
2. Section 3.1, Closing Date, of the Agreement, as previously amended, shall be modified from December 1, 2002 to July 1, 2003.
3. Capitalized terms not otherwise defined in this Third Amendment shall have the meanings ascribed to them in the Contract.
4. Except as amended hereby, the Agreement as originally written remains in full force and effect.
5. This Third Amendment may be executed in multiple counterparts, which, when combined together, shall constitute an original of this Third Amendment. In addition, facsimile signatures of the parties shall be effective on all counterparts of this Third Amendment.
6. This Third Amendment, together with the Second Amendment, First Amendment and the Agreement, embodies the entire agreement of the parties hereto, and incorporates all previous correspondence or communication, whether written or oral. The Agreement, as amended hereby, can only be further modified or varied by written instrument subscribed to by all parties hereto.

IN WITNESS WHEREOF, the parties have executed this Third Amendment to be effective as of the date first above written.

Seller:

Williamson County

Purchaser:

The Talisman Group, Inc., and/or assigns

By: John C. Doeffler 8-13-02
John C. Doeffler
County Judge

By: _____
James T. Ross
President & Secretary