

ELEVENTH AMENDMENT TO LAND DISPOSITION AGREEMENT

This Eleventh Amendment to Land Disposition Agreement (this “Amendment”) is made and entered into by and between **TOWN OF WAYLAND**, acting by and through its Board of Selectmen (hereinafter “Seller”), a Massachusetts municipal corporation, and **WP EAST ACQUISITIONS, L.L.C.**, a Georgia limited liability company (hereinafter “Buyer”).

Recitals:

A. Seller and Buyer previously entered into that certain Land Disposition Agreement with an effective date of July 28, 2017 (the “Original Contract”), as amended by that certain First Amendment to Land Disposition Agreement dated as of October 24, 2017, as further amended by that certain Second Amendment to Land Disposition Agreement dated as of October 31, 2017, as further amended by that certain Third Amendment to Land Disposition Agreement dated as of December 18, 2017, as further amended by that certain Fourth Amendment to Land Disposition Agreement dated as of February 26, 2018, as further amended by that certain Fifth Amendment to the Land Disposition Agreement dated May 23, 2018, as further amended by that certain Sixth Amendment to the Land Disposition Agreement dated August 29, 2018, as further amended by that certain Seventh Amendment to the Land Disposition Agreement dated February 28, 2019, as further amended by that certain Eighth Amendment to Land Disposition Agreement dated March 7, 2019 (the “Eighth Amendment”), as further amended by that certain Ninth Amendment to Land Disposition Agreement dated April 29, 2019 (the “Ninth Amendment”), and as further amended by that certain Tenth Amendment (the “Tenth Amendment”) to Land Disposition Agreement dated May 31, 2019 (as amended, the “Contract”) for the purchase and sale of that certain parcel of land located 484-490 Boston Post Road, Wayland, Massachusetts (the “Property”), as is more fully described in the Contract.

B. The Parties wish to amend the Contract to confirm the current deadline for Closing under the Contract.

Terms and Conditions:

In consideration of the mutual covenants, agreements, and undertakings set forth in the Contract and in this Amendment, the sufficiency of which is hereby acknowledged, and intending to be legally bound, Seller and Buyer agree as follows:

1. Capitalized Terms; Recitals. All capitalized terms used herein but undefined (including those set forth in the Recitals) shall have the meaning as defined in the Contract. The foregoing Recitals are hereby incorporated as agreements of the parties hereto.

2. Extension of Closing Date. The Initial Closing Date of April 2, 2020 and the Outside Closing Date of March 31, 2022, as set forth in Section 4 of the Ninth Amendment, shall be extended to January 29, 2021 and December 31, 2022, respectively.

Notwithstanding anything in the Contract to the contrary, Buyer shall have the right to trigger an earlier Closing Date by providing written notice to Seller of the desired Closing Date at least 30 days prior to the then current Closing Date.

3. Ratification. Except as expressly amended by this Amendment, the Contract remains in full force and effect and is hereby expressly ratified and confirmed in its entirety by the parties hereto.


4. Multiple Counterparts. An executed facsimile or “PDF” of this Amendment is an acceptable form of acceptance of this Amendment and the parties may execute this Amendment in counterparts. This Amendment shall from this date forward be considered a part of the Contract.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed under seal by persons duly empowered to bind the parties to perform their respective obligations under this Amendment to be effective on the last date set forth below.


BUYER:

WP EAST ACQUISITIONS, L.L.C.,
a Georgia limited liability company

By: 
Name: Jim Lambert
Title: Vice President
Date: 3/30/20

SELLER:

TOWN OF WAYLAND

By: 
Name: Louise Miller
Title: Town Administrator
Date: 3/30/2020