

**SUPPLEMENTAL
PACKET**

MAY 12

10:15 AM

**AMENDMENT TO
SETTLEMENT AGREEMENT**

This **AMENDMENT TO SETTLEMENT AGREEMENT** (“Amendment”) is made and entered into on this 13th day of May, 2022, by and between Twenty Wayland, LLC, a Massachusetts limited liability company (and any related Twenty Wayland related entities, including Twenty Wayland Infra, LLC and Twenty Wayland Other, LLC), having an address of c/o KGI Properties, LLC, 10 Memorial Blvd., Suite 901, Providence, RI 02903 (“Donor”), and the Town of Wayland, a Massachusetts municipal corporation, having an address of 41 Cochituate Road, Wayland, MA 01778 (the “Town”, together with Donor, the “Parties”).

WHEREAS, the Parties entered into a Settlement Agreement dated January 20, 2022 whereby the Parties resolved the outstanding claims arising under a Development Agreement and certain Permits, all as defined in the Settlement Agreement;

WHEREAS, the Parties desire to amend the Settlement Agreement, as set forth herein.

NOW, THEREFORE, in consideration of the foregoing promises, the following promises and covenants, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Donor and the Town agree as follows:

1. Section 11 of the Settlement Agreement is deleted in its entirety, and substituted with the following:

Gift Fund Account. Subject to the terms and conditions of this Agreement, at the transfer of the Accepted Parcels and such of the Remaining Parcels as the Town has voted to accept, the Town (i) will refund \$170,000 of the Financial Gift identified in Section J(1) of the Development Agreement (the “Financial Gift”), and (ii) will release its claim to monies associated with the Financial Gift.

If required, the Parties acknowledge that the Donor shall obtain Certificates of Compliance from both the Wayland Conservation Commission and the Massachusetts Department of Environmental Protection. The Town agrees to work cooperatively with the Donor in acquiring the required Certificates of Compliance from the Conservation Commission. The Donor agrees to address any outstanding requirements to effectuate said Certificates of Compliance in a timely manner.

2. In all other respects, the terms of the Settlement Agreement shall remain in full force and effect.

[Remainder of page intentionally left blank]

Signed under seal as of the date first written above.

TWENTY WAYLAND, LLC

By: _____
Name:
Title:
As Authorized Signatory

TWENTY WAYLAND INFRA, LLC

By: _____
Name:
Title:
As Authorized Signatory

TWENTY WAYLAND OTHER, LLC

By: _____
Name:
Title:
As Authorized Signatory

TOWN OF WAYLAND
By Its Select Board

Thomas J. Fay, Chair

Adam G. Gutbezahl, Member

Cherry C. Karlson, Member

Carol B. Martin, Member

David V. Watkins, Member