

**STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
DEPARTMENT OF ENVIRONMENTAL MANAGEMENT**

OFFICE OF COMPLIANCE AND INSPECTION

In Re: Commerce Park Realty, LLC

File Nos.: 2007 1094 FW and C07-0014

X-ref 04-0516

AMENDED CONSENT AGREEMENT

A. INTENT & PURPOSE

This Agreement is entered by and between the Rhode Island Department of Environmental Management's Office of Compliance & Inspection ("RIDEM") and Matthew J. McGowan, Esq., in his capacity as the Receiver of Commerce Park Realty, LLC ("Realty"), Commerce Park Properties, LLC, Commerce Park Commons, LLC, Commerce Park Associates 4, LLC, and Catapult Realty, LLC (Realty and the other four named entities being, collectively, the "Receivership Entities").

B. STIPULATED FACTS

- (1) WHEREAS, on January 4, 2008, RIDEM and Realty executed a Consent Agreement to resolve the issues raised in a Notice of Violation that RIDEM issued to Realty on December 12, 2007 (the "2008 Agreement"). A copy of the 2008 Agreement is attached hereto and incorporated herein as Attachment A.
- (2) WHEREAS, Realty failed to comply with the 2008 Agreement.
- (3) WHEREAS, on February 20, 2013, Mathew J. McGowan was appointed as Permanent Receiver of the Receivership Entities (the "Permanent Receiver").
- (4) WHEREAS, RIDEM and the Permanent Receiver agree that it is necessary to amend the 2008 Agreement.
- (5) WHEREAS, RIDEM finds that this Agreement is a reasonable and fair settlement and adequately protects the public interest in accordance with R.I. Gen. Laws Section 2-1-21 et seq. and the RIDEM's *Rules and Regulations Governing the Administration and Enforcement of the Freshwater Wetlands Act*.

C. AGREEMENT

- (1) Section C(6)(d) of the 2008 Agreement is deleted in its entirety and replaced with the following language:

The total number of certificates of occupancy for the lots shown on the plans attached hereto and incorporated herein as Attachment B shall not exceed one hundred twenty three (123) until one of the following conditions is met:

- (i) An approval from RIDEM is obtained to construct a public well or private wells that will provide water to said lots; OR
 - (ii) The Permanent Receiver obtains approval from the Kent County Water Authority that will provide water to said lots
- (2) All of the remaining terms of the 2008 Agreement shall remain in full force and effect.
- (3) Within ten (10) days of the receipt of the fully executed Agreement from RIDEM, the Permanent Receiver shall record this Agreement with the town of Coventry, Rhode Island and shall provide a copy of the recorded Agreement to RIDEM. The recording shall be at the sole expense of the Permanent Receiver.

IN WITNESS WHEREOF, the undersigned consent to this Agreement in substance and in form.

For the Permanent Receiver

Mathew J. McGowan, Esquire

Dated: _____

*For the State of Rhode Island Department of
Environmental Management*

David E. Chopy, Chief
Office of Compliance and Inspection

Dated: _____