

## FORBEARANCE AGREEMENT

The parties, the City of Portland ("the City") and 18 North Street, LLC (the "Owner") enter into this Forbearance Agreement ("Agreement").

WHEREAS, Owner is the owner and manager of a residential property located at 18 North St. in Portland, Maine, (the "Property") CBL 013 K065001 on the City of Portland Tax Maps;

WHEREAS, the Property is equipped with existing solid wood doors in the exits that are self-closing and latching;

WHEREAS, the existing doors do not have a known fire resistance rating as required by the City of Portland Code of Ordinances, specifically, NFPA 101 Life Safety Code;

WHEREAS, Owner has agreed to replace the existing doors with doors having the required fire resistance rating or have the existing doors certified as having the required fire resistance rating by an independent third-party inspector acceptable to the City;

WHEREAS, the City is willing to give Owner additional time to install the required fire doors or certify the existing doors;

NOW, THEREFORE, in consideration of the mutual promises made by each party to the other, the parties wish to provide the required fire door protection of the Property as follows:

1. The City agrees to forbear from taking enforcement action with respect to the fire door requirement at the Property for a period not to exceed twelve months from the date of execution of this Agreement, provided the remaining terms of this Agreement are met.
2. Owner agrees that, no later than November 30, 2019, Owner or his designee will submit one of the following to the City:
  - a. A fully executed contract with a testing agency acceptable to the City to test the existing doors to determine the fire resistance rating of the doors;
  - b. A fully executed contract to replace the doors with doors providing the required fire resistance rating; or
  - c. A fully executed contract to bring the building into compliance with Options 2, 3 or 4 of chapter 31 of NFPA 101, 2009 edition which allows the existing unrated doors to remain as is.
3. Owner further agrees that, by no later than March 31, 2020, Owner or his designee will have completed one of the following to the satisfaction of the relevant City official:
  - a. Provided to the City certification by the testing agency acceptable to the City that the existing doors at the Property meet the required fire resistance rating;

- b. Completed the installation of new fire rated doors in full compliance with the City Code; or
  - c. Brought the building into compliance with Option 2, 3 or 4 of chapter 31 of NFPA 101, 2009 edition.
4. Within ten days of the date of execution of this Agreement Owner also agrees to withdraw his appeal, currently pending before the Zoning Board of Appeals, of the Notice of Violation issued for the fire doors at the Property and pay the remaining fees associated with the appeal.
5. If Owner fails to meet any obligations of this Agreement, the City will immediately pursue legal action against the Owner which may include fines from the date of the original Notice of Violation.

**SEEN AND AGREED,**

Date: \_\_\_\_\_

CITY OF PORTLAND

\_\_\_\_\_  
By:  
Its:

Date: 3/21/19

18 NORTH STREET, LLC

\_\_\_\_\_  
By:  
Its: