

CONSENT AGREEMENT

The parties, the City of Portland (the “City”), and Kenneth A. Curlew and Sherrie M. Curlew (together, “Owners”), hereby enter into this Consent Agreement as follows:

WHEREAS, Owners are the owners of property located at 156-158 St. John Street in Portland, Maine, shown as CBL 068-D-006 on the City of Portland Tax Maps (the “Premises”);

WHEREAS, Owners were notified of certain violations at the Premises in 2011, including the presence of two unauthorized dwelling units in the City’s I-Mb zone at the Premises (the “2011 Violations”);

WHEREAS, as of October 18, 2012, Owners remedied the 2011 Violations to the satisfaction of the City;

WHEREAS, Owners were notified of certain new violations at the Premises in June of 2016 that are substantially the same as the 2011 Violations, including the presence of two unauthorized dwelling units in the City’s I-Mb zone at the Premises (the “2016 Violations”);

WHEREAS, the City served on Owners a Notice of Violation for the 2016 Violations demanding that Owners remedy the 2016 Violations within thirty (30) days of June 21, 2016;

WHEREAS, Owners have failed to timely remedy the 2016 Violations and failed to appeal the 2016 Notice of Violation;

WHEREAS, the parties wish to settle this matter between them, without the need for litigation.

NOW THEREFORE, the parties agree to the following:

1. Owners agree to remedy the 2016 Violations by: removing the kitchen sinks in both unauthorized units and capping the plumbing at the wall; disconnecting and removing the stoves and refrigerators from both unauthorized units such that the Premises is in

full compliance with the City's Land Use Code no later than May 1, 2017. The violations shall be remedied to the satisfaction of the designated representative of the City's Permitting and Inspections division.

2. Owners agree to schedule a reinspection of the Premises no later than May 1, 2017.
3. The deadlines contained in paragraphs 1-2 above may be extended with the consent of the Permitting and Inspections division, which shall be in its sole discretion to grant or deny.
4. Owners admit liability to the City of Portland for \$10,000 in civil penalties, all but \$500 of which shall be waived if Owners comply with all of the terms of this Agreement.
5. If Owners fail to remedy the violations in the timeframes described above, in addition to owing the full amount of the civil penalties described in paragraph 4, Owners admit liability to the City of Portland for additional civil penalties in the amount of \$100 per violation, per day that the violations are allowed to remain beyond the timeframes described.
6. In exchange for the promises made above, so long as Owners remain in full compliance with this Agreement, the City agrees to forbear from taking any additional enforcement action with respect to the 2016 Violations, and agrees to waive any other civil penalties to which it would otherwise be entitled, except as provided in this Agreement.

SEEN AND AGREED,

Date:

CITY OF PORTLAND

By:
Its:

Date:

KENNETH A. CURLEW

Date:

SHERRIE M. CURLEW
