

Department of Planning & Urban Development

Marge Schmuckal  
Zoning Administrator

Jeff Levine  
Director, Planning & Urban Development



CITY OF PORTLAND

Application for Legalization of Nonconforming Dwelling Units

Section 14-391 - In effect March 24, 2004

Location/Address of Legalization:

Tax Assessor's Chart/Block/Lot: 150 / C / 1009

Owner: STEPHEN E. MARDIGAN Telephone: 207-831-8762

Contact Name, address & telephone (if different than above): Cost of Work: \$

ROBERT T. GREENLAW

134 PORTLAND AVE

Fee: \$

OLD ORCHARD BEACH ME 04064

207-749-9471

(\$300 per legalized unit & \$75 per C of O)

Requested # of Units to be legalized:

~~3 (THREE)~~  
4 (FOUR)

Total bldg. units: ~~3~~  
7

Current # of Legal D.U.: 0

Attach evidence that each requested unit to be legalized existed as of 04/01/95.

LIST evidence that you are submitting: CONTRACT FOR SALE DATED 12/6/1982  
FLOOR PLANS, SITE PLAN  
ASSESSORS ONLINE DATABASE PRINT

Attach evidence that the current owner/applicant neither constructed NOR established the non-conforming dwelling units to be legalized.

LIST evidence that you are submitting: CONTRACT FOR SALE,

I hereby certify that I am the Owner of Record of the above property, or that the Owner of Record authorizes the proposed work and that I have been authorized by the owner to make this application as his/her authorized agent. I agree to conform to all applicable laws of this jurisdiction. In addition, if a permit for work described in this application is issued, I certify that the Code Official's authorized representative shall have the authority to enter all areas covered by this permit at any reasonable hour to enforce the provisions of the codes applicable to this permit.

Signature of Applicant: *[Handwritten Signature]*

Date: 11/24/2012

This is NOT a permit; you may NOT commence ANY work until the permit is issued.

# ROBERT T. GREENLAW, PLS

November 22, 2012

Mr. Jonathan Rioux  
Code Enforcement officer/Plan Reviewer  
City of Portland  
385 Congress Street  
Portland, Maine 04101-0509

Subject: 4 existing apartments located at 80 Bell Street.

Dear Jonathan,

I have attached a set of plans and a completed application for the four "non-conforming" units located at 80 Bell Street.



The subject building, 80 Bell Street is shown on the City tax maps as part of 150 C 009.

The property was purchased by Stephen E. Mardigan from Bell Street Co. on May 9, 2012 via a quit-claim deed recorded in the Cumberland County Registry of Deeds in Deed Book 29573, Page 246. At the time of the conveyance, the four units existed. As the city references the units in a letter dated May 25, 2012 it is clear these units were not created by the current owner.

The units in question have been in existence for at least 30 years according to a contract, which is dated December 6, 1982, I have attached.



# Contract for Sale of Real Estate

Portland, Maine, December 6 19 82

RECEIVED of David A. Smith, 3 Fern Ave., Falmouth, Maine 04105  
hereinafter called the Purchaser, the sum of (\$ 5,000.00 )

Five Thousand-----00/100----- DOLLARS

as earnest money and in part payment on account of the purchase price of the following described real estate.  
situated in Portland County of Cumberland State of Maine to wit:

That certain lot of land containing approximately 53,013 square feet as shown on City of Portland Tax Assessor's Map 150-C-9 together with five commercial buildings, as shown on attached diagram, situated thereon and located at 90 Bell Street, Portland, Maine. Said property owned by Delta Realty, 999 Forest Avenue, Portland, Maine.

the TOTAL purchase price being (\$ 250,000.00 )

Two Hundred Fifty Thousand-----00/100-----DOLLARS

payment to be made as follows:

\$5,000.00 earnest money deposit paid herewith, \$20,000.00 to be paid in cash at closing, \$187,500.00 to be financed through a first mortgage, \$37,500.00 to be financed through a second mortgage.

Said deposit is received and held by the broker, subject to the following conditions:

1. T. M. Leighton Co. , shall hold said earnest money or deposit and act as escrow agent until transfer of title; that one (1) days shall be given for obtaining the owner's acceptance; and, in the event of the owner's non-acceptance, this deposit shall be promptly returned to the Purchaser.
2. That a good and sufficient deed, showing good and merchantable title, shall be delivered to the Purchaser or his nominee; and it is agreed that this transaction shall be closed and the Purchaser shall pay the balance due and execute all papers necessary for the completion of his purchase within 45 days from the date hereof. However, should the title prove defective, then the seller shall have a reasonable time, after due notice of such defect or defects, to remedy the title, after which time, if such defect or defects are not corrected so that there is a merchantable title, then the Purchaser may, at his option, withdraw said deposit and be relieved from all obligations hereunder.
3. That the property shall be conveyed by a good and sufficient warranty deed, with rights by descent released, and shall be free and clear of all encumbrances except building and zoning restrictions and usual public utilities servicing the property.

That possession will be given at time of closing  
and that the following items shall be pro-rated as of the closing date: 19 ,

1) Real Estate Taxes " 2) Rental Income 3) Oil for three apartments

4. The risk of loss or damage to said premises by fire or otherwise, until the exchange of deeds, is assumed by the Seller.  
1/1/83-6/30/83
5. That in case of the failure of the Purchaser to make either of the payments, or any part thereof, or to perform any of the covenants on his part made or entered into, this contract shall, ~~at the option of the Seller~~, be terminated and the Purchaser shall forfeit said earnest money or deposit; and the same shall be retained by the Seller as liquidated damages, and the escrow agent is hereby authorized by the Purchaser to pay over to the Seller the earnest money or deposit.
6. That time is an essential part of this agreement, and that all covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators and assigns of the respective





**Owner:** Clough & Maxim Co.  
**Address:** 78-90 Bell Street, Morrill's Corner, Portland, Maine  
**Use:** Storage

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Assessor's Office | 389 Congress Street | Portland, Maine 04101 | Room 115 | (207) 874-8486

City Home Departments City Council E-Services Calendar Jobs

This page contains a detailed description of the Parcel ID you selected. Press the **New Search** button at the bottom of the screen to submit a new query.

**Current Owner Information:**

**CBL** 150 C009001  
**Land Use Type** RETAIL & PERSONAL SERVICE  
**Property Location** 78 BELL ST  
**Owner Information** MARDIGAN STEPHEN E  
 460 BAXTER BLVD  
 PORTLAND ME 04103  
**Book and Page** 29573/246  
**Legal Description** 150-C-9  
 BELL ST 78-96  
 FOREST AVE 1123  
 57718  
**Acres** 1.325

**Current Assessed Valuation:**

<b>TAX ACCT NO.</b>	21654	<b>OWNER OF RECORD AS OF APRIL 2012</b>
<b>LAND VALUE</b>	\$169,400.00	MARDIGAN STEPHEN E
<b>BUILDING VALUE</b>	\$725,100.00	460 BAXTER BLVD
<b>NET TAXABLE - REAL ESTATE</b>	\$894,500.00	PORTLAND ME 04103
<b>TAX AMOUNT</b>	\$16,834.50	

Any information concerning tax payments should be directed to the Treasury office at 874-8490 or [e-mailed](#).

**Building Information:**

**Building 1**

**Year Built** 1905  
**Style/Structure Type** MIXED RES/COMM  
**# Units** 4  
**Building Num/Name** 1 - 4 APARTMENTS  
**Square Feet** 18623

[View Sketch](#)      [View Map](#)      [View Picture](#)

**Building 2**

**Year Built** 1975  
**Style/Structure Type** AUTO SERVICE  
**Building Num/Name** 1 - DE PETERS AUTO BODY  
**Square Feet** 10504

[View Sketch](#)      [View Map](#)      [View Picture](#)

**Exterior/Interior Information:**

**Building 1**

**Levels** B1/B1  
**Size** 5202  
**Use** SUPPORT AREA  
**Height** 8

**Services**

Applications

Doing Business

Maps

Tax Relief

Tax Roll

Q & A

[browse city services a-z](#)

[browse facts and links a-z](#)



Best viewed at 800x600, with Internet Explorer

**Heating** NONE  
**A/C** NONE

**Building 1**

**Levels** 01/01  
**Size** 5202  
**Use** APARTMENT  
**Height** 8  
**Walls** FRAME  
**Heating** HW/STEAM  
**A/C** NONE

**Building 1**

**Levels** 02/02  
**Size** 2100  
**Use** APARTMENT  
**Height** 8  
**Walls** FRAME  
**Heating** HW/STEAM  
**A/C** NONE

**Building 1**

**Levels** 01/01  
**Size** 6119  
**Use** MULTI-USE STORAGE  
**Height** 10  
**Walls** FRAME  
**Heating** UNIT HEAT  
**A/C** NONE

**Building 2**

**Levels** 01/01  
**Size** 4371  
**Use** AUTO PARTS/SERVICE  
**Height** 16  
**Walls** CONC. BLOCK  
**Heating** UNIT HEAT  
**A/C** NONE

**Building 2**

**Levels** 01/01  
**Size** 3096  
**Use** AUTO PARTS/SERVICE  
**Height** 16  
**Walls** CONC. BLOCK  
**Heating** UNIT HEAT  
**A/C** NONE

**Building 2**

**Levels** 01/01  
**Size** 3037  
**Use** AUTO PARTS/SERVICE  
**Height** 14  
**Walls** CONC. BLOCK  
**Heating** UNIT HEAT  
**A/C** NONE

**Other Features:****Building 1**

**Structure** GARAGE - FRAME  
**Size** 29X65

	<b>Building 1</b>
<b>Structure</b>	GARAGE - FRAME
<b>Size</b>	22X66
	<b>Building 1</b>
<b>Structure</b>	OVERHEAD DOOR - WD/MT
<b>Size</b>	10X10
	<b>Building 2</b>
<b>Structure</b>	OVERHEAD DOOR - WD/MT
<b>Size</b>	10X10
	<b>Building 2</b>
<b>Structure</b>	OVERHEAD DOOR - WD/MT
<b>Size</b>	10X10
	<b>Building 2</b>
<b>Structure</b>	OVERHEAD DOOR - WD/MT
<b>Size</b>	10X12
	<b>Building 2</b>
<b>Structure</b>	OVERHEAD DOOR - WD/MT
<b>Size</b>	10X10

***Outbuildings/Yard Improvements:***

	<b>Building 2</b>
<b>Year Built</b>	1960
<b>Structure</b>	ASPHALT PARKING
<b>Size</b>	20000
<b>Units</b>	1
<b>Grade</b>	C
<b>Condition</b>	2

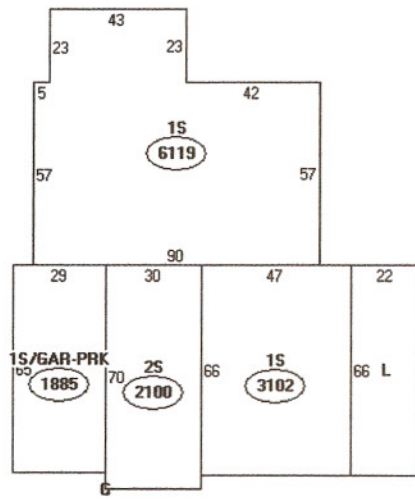
	<b>Building 2</b>
<b>Year Built</b>	1960
<b>Size</b>	1X720
<b>Units</b>	1
<b>Grade</b>	C
<b>Condition</b>	2

***Sales Information:***

<b>Sale Date</b>	<b>Type</b>	<b>Price</b>	<b>Book/Page</b>
5/9/2012	LAND + BUILDING	\$500,000.00	29573/246
5/1/1993	LAND + BUILDING	\$0.00	10704/124

[New Search!](#)





- Descriptor/Area
- A: 086  
5202 sqft
  - B: 011  
5202 sqft
  - C: 011  
2100 sqft
  - D: 084  
6119 sqft
  - E: GARAGE-ATTACHED-FRM  
1452 sqft
  - F: GARAGE-ATTACHED-FRM  
1885 sqft
  - G: OVERHEAD DR-WOOD/MTL  
100 sqft
  - H: 2S  
2100 sqft
  - I: 1S/GAR-PRK  
1885 sqft
  - J: 1S  
6119 sqft
  - K: 1S  
3102 sqft