

# 3-4 MALLISON FALLS RD - WINDHAM RIVERFRONT INDUSTRIAL PROPERTY FOR SALE



**PROPERTY TYPE:** INDUSTRIAL

LOCATED ON THE PRESUMPCOT RIVER

**BUILDING SIZE:** 50,056+/- SF

3 BUILDINGS ON ONE PROPERTY

**ACREAGE:** 5.36+/- ACRES

EXCELLENT OWNER/USER OPPORTUNITY

**ZONING:** MF - CONTRACT ZONE

MANY RECENT UPDATES & REMEDIATIONS

**PARKING:** 30+, POTENTIAL FOR MORE

**SALE PRICE: \$3,750,000**



For more information contact:

ZACH RESNIKOFF or KIRK BUTTERFIELD

O: 207-879-9800

C: 207-606-9665

zachary.resnikoff@kw.com

kbutterfield@kw.com





# 3-4 MALLISON FALLS RD PROPERTY DETAILS

<b>OWNER</b>	SICKLESTROKE, LLC
<b>PROPERTY TYPE</b>	Industrial
<b>ZONING</b>	MF: Mallison Falls Contract Zone
<b>YEAR BUILT</b>	1900 - 1920
<b>YEAR RENOVATED</b>	2022
<b>ACREAGE</b>	5.36+/- Acres
<b>WATER FRONTAGE</b>	Approximately 1,700+/- feet on the Presumpscot River
<b># OF BUILDINGS/DESCRIPTION</b>	3 total
<b>BUILDING SIZE</b>	50,056+/- SF Total: Bulding #1: 41,908 SF; Building #2: 3,432 SF; Building #3: 4,716 SF
<b>PARKING</b>	30+ spaces with potential to add many more
<b>TAXES/YEAR</b>	\$8,952 (2024-25)
<b>BOOK/PAGE</b>	35565/0056 & 34366/0321
<b>MAP/BLOCK/LOT</b>	003/007 & 008
<b>TENANCY</b>	Multiple
<b>ROAD FRONTAGE</b>	1,600+/- Ft
<b>UTILITIES: ELECTRIC</b>	Circuit Breakers; Three-phase
<b>GAS</b>	Bottled
<b>SEWER</b>	Private
<b>WATER</b>	Public
<b>HEAT SYSTEM</b>	FHA; Radiant Steam; Other
<b>FUEL</b>	Oil; Propane
<b>COOLING</b>	HVAC
<b>CONSTRUCTION:</b>	
<b>BASEMENT</b>	Unfinished
<b>EXTERIOR</b>	Brick
<b>ROOF</b>	Flat
<b>AMENITIES</b>	Freight Elevators: one each in main building and Building #3
<b># LOADING DOCKS</b>	2 (main building)
<b># DRIVE-IN BAYS</b>	5 total: 3 in main building and 1 each in other buildings
<b>CEILING HEIGHT</b>	12 +/- Ft

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### **A RARE OPPORTUNITY ON THE PRESUMPCOT RIVER**

This is a unique chance to acquire both a piece of Maine's history and a fully operational warehouse facility along the Presumpscot River. Originally constructed in the early 1900s, the property features five stories and approximately 50,000 square feet of well-maintained brick construction, offering sweeping views of the river and direct access to the popular Rail-to-Trails walking path. Just ten minutes from Westbrook and twenty minutes from Portland, the property combines historic character with a prime location.

Currently leased to the owner's moving and storage company, with a small portion leased to cannabis cultivation tenants, the property offers flexibility for continued investment, redevelopment, or an owner-user seeking a signature location. The sale also includes the adjacent parcel at 4 Mallison Falls Road, further expanding the opportunities for future use.

The building has been thoughtfully upgraded over the years, with a Phase II expansion completed in 1995 and extensive improvements made by the current owner. With its combination of historic charm, modern improvements, and unmatched setting along the river, this property offers endless possibilities for redevelopment, adaptive reuse, or continued operation as a turn-key warehouse facility.

### **IMPROVEMENTS**

#### ***Entire Property***

- Significant amount of time and money cleaning up all three buildings and grounds when purchased
- Asbestos removal and environmental hazard remediation
- Multiple HVAC condensers and mini-splits for tenant use
- Upgraded sprinkler system: inspected 6/11/25

#### ***Main Building***

- Half of roof new/replaced
- Freight elevator restoration
- New fire panel (wiring, pull stations, etc.) brought up to code

#### ***Building #2***

- New rubber membrane roof
- Brought insulation and fire panel up to code

#### ***Building #3***

- New rubber membrane roof

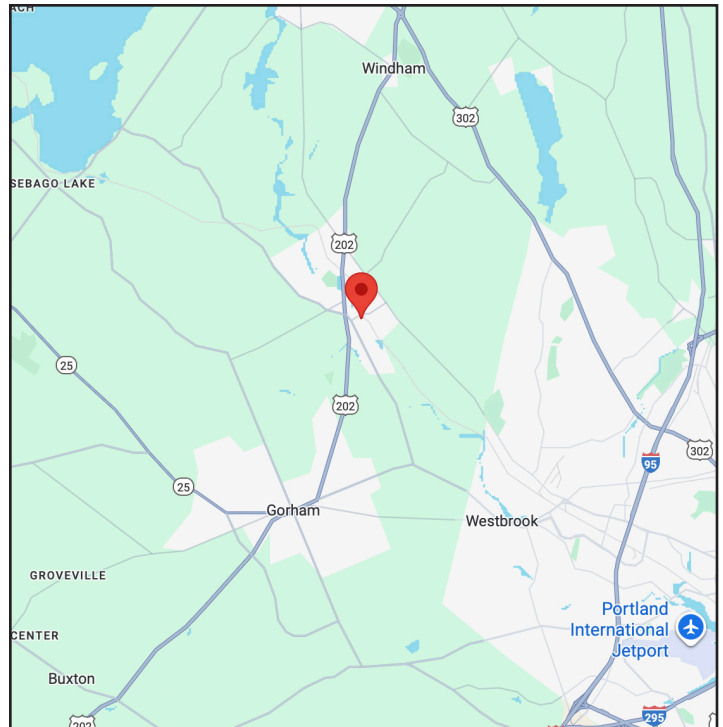
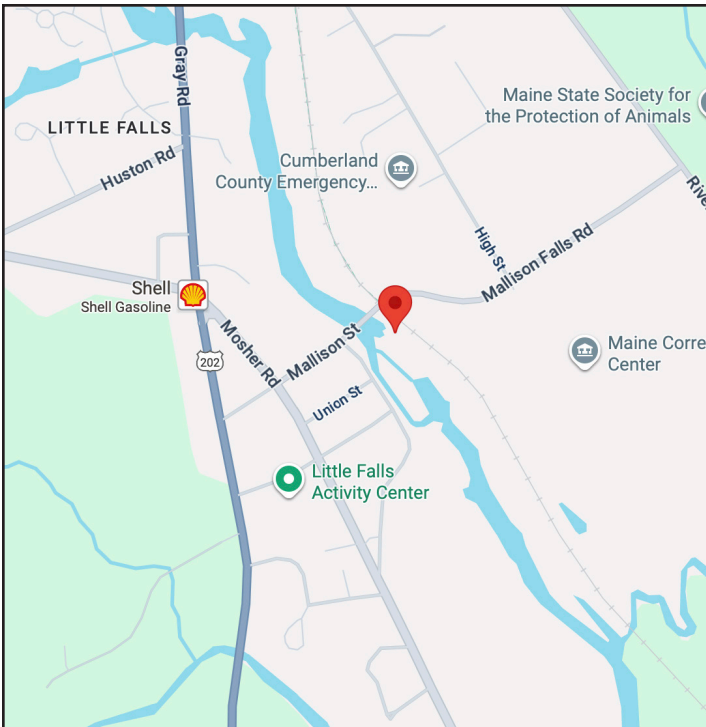
### **TENANTS**

- Rooftop Resin
- Stella Farms
- Rushton Audrey

Note: Rooftop Resin has 2.5 years remaining on its lease; all others are TAW



# 3-4 MALLISON FALLS RD LOCATION INFORMATION



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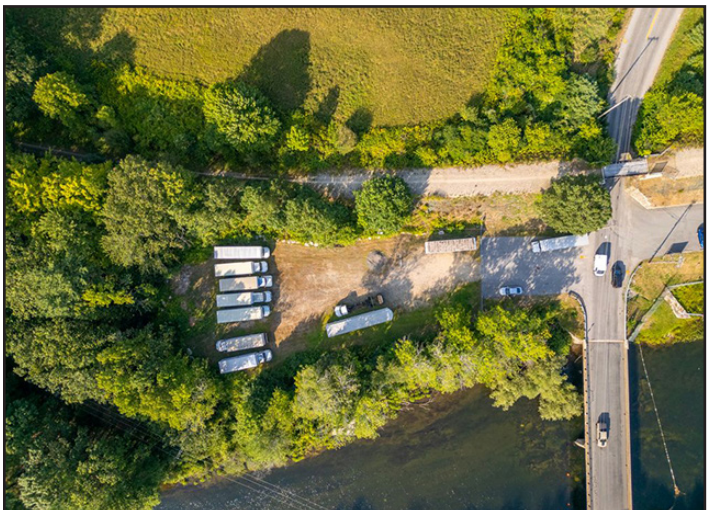
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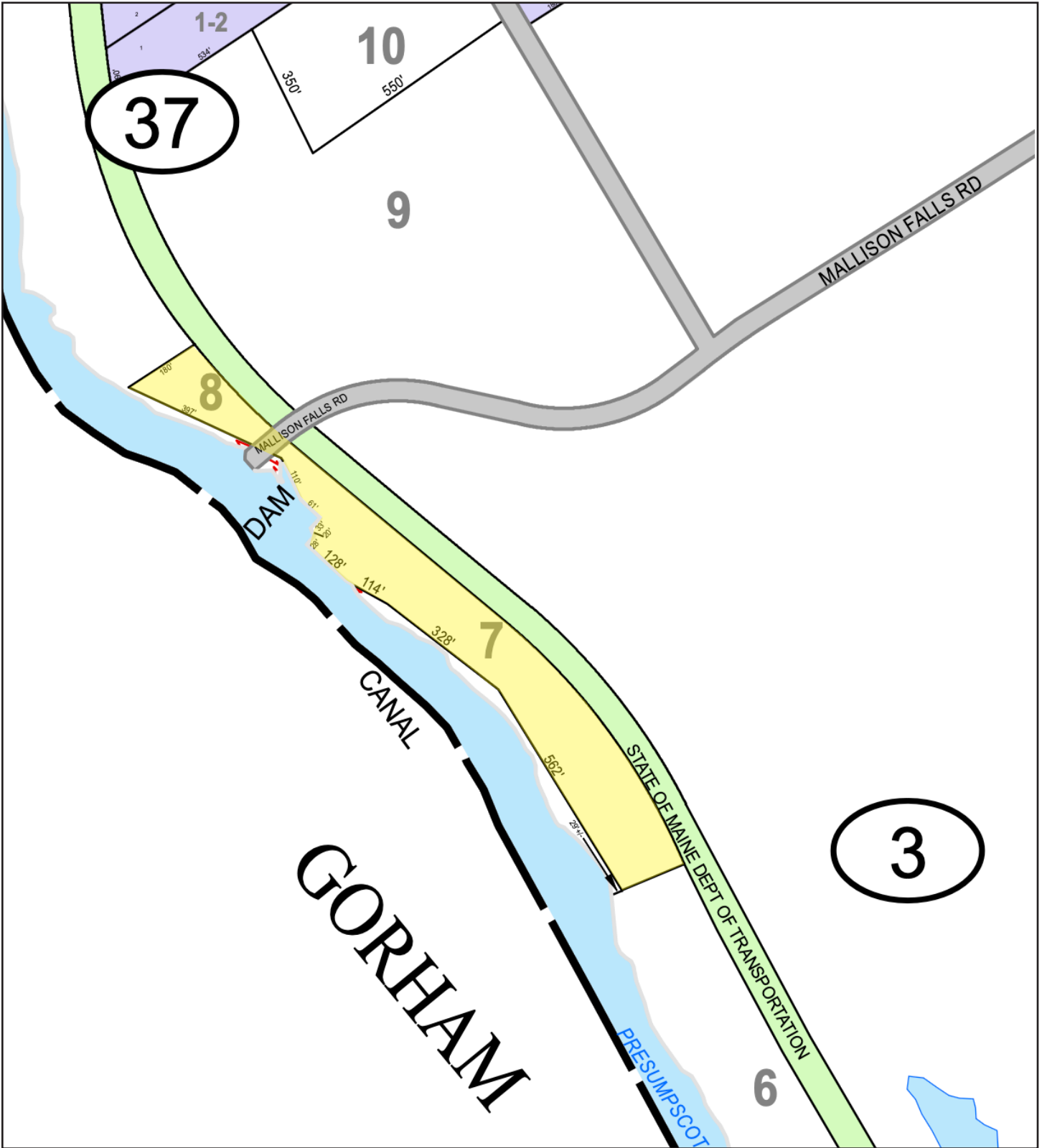
**Magnusson  
Balfour**  
COMMERCIAL & BUSINESS BROKERS

# 3-4 MALLISON FALLS RD PHOTOS



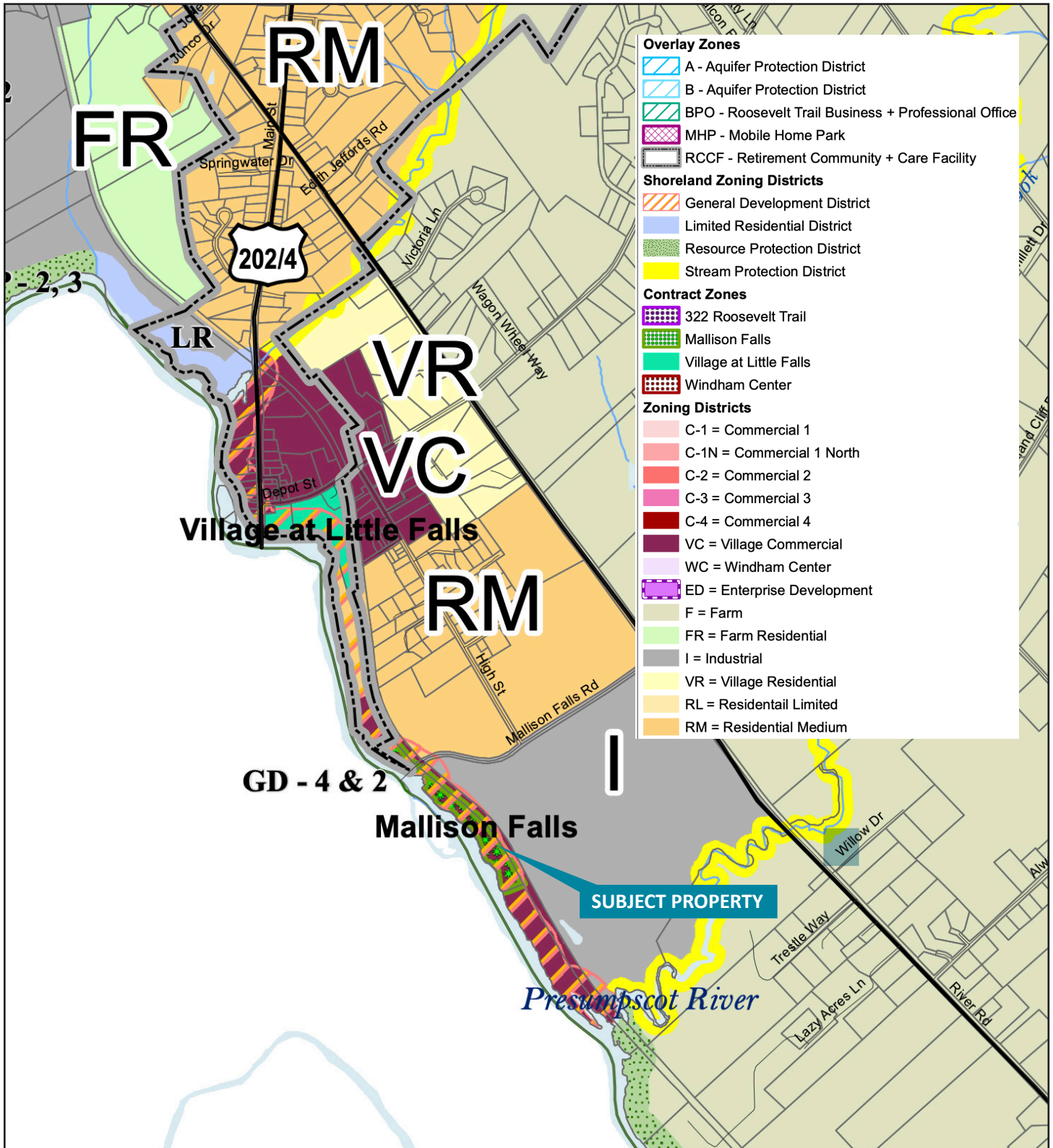
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# 3-4 MALLISON FALLS RD ZONING INFORMATION

Sec. 400 Zoning Districts

Land Use Ordinance

Town of Windham

## D. Mallison Falls Contract Zone (MF)

MALLISON FALLS

### CONTRACT ZONING AGREEMENT

This Contract Zoning Agreement (this “Agreement”) made this 28th day of July, 2015 (the “Effective Date”), by and between the **TOWN OF WINDHAM**, a body corporate and politic, located in the County of Cumberland and State of Maine (the “Town”) with a mailing address of 8 School Road, Windham, Maine and **MALLISON FALLS, LLC**, a Maine limited liability company with a mailing address of 55 Hardy Road, Falmouth, Maine 04105 (the “DEVELOPER”).

### WITNESSETH

WHEREAS, the Town is authorized to enter into contract zoning agreements pursuant to the Windham Shoreland Zoning Ordinance (Section 199-8(B)(2), the provisions of the Windham Land Use Ordinance incorporated therein by reference (Section 140-5.1)(*Renumbered to Sec. 108 as of October 22, 2009*), and the provisions of 30-A M.R.S.A. Section 4352(8);

WHEREAS, the Developer either owns or has entered into contracts to purchase parcels of real estate located at 3 and 4 Mallison Falls Road, Windham, Maine, consisting of approximately 6.3 acres, generally being shown on the Town’s Tax Map 3, Lots 7 & 8, all of which property is shown on the attached Exhibit A (the “Property”);

WHEREAS, the Property is currently located in the Village Commercial (VC) and Shoreland Zone General Development (GD) Zoning Districts, as further described in the Land Use Ordinance, Chapter 140, from the Code of the Town of Windham (the “Ordinance”);

WHEREAS, the Developer proposes to redevelop three existing buildings on the Property into residential dwelling units and add two new residential buildings (the “Project”);

WHEREAS, the Town’s Comprehensive Plan cites the need and potential for expanding high density residential development while maintaining the historical heritage of the Town;

WHEREAS, the Town’s Comprehensive Plan includes the creation of a designated growth zone in South Windham across the Presumpscot River from Gorham;

WHEREAS, the Developer is proposing to create a high density residential development on the Property within the designated growth zone in South Windham;

WHEREAS, the Developer futher seeds to improve river access on the Property consistent with the open space and recreational resources objective of the Comprehensive Plan;



# 3-4 MALLISON FALLS RD ZONING INFORMATION

Town of Windham

Land Use Ordinance

Sec. 400 Zoning Districts

WHEREAS, Developer intends to remediate existing environmental conditions at the Project site in keeping with the proposed residential use of the Property;

WHEREAS, the rezoning provided in this Agreement is therefore consistent with the Windham Comprehensive Plan; and

WHEREAS, the Town, by and through its Town Council, has determined that said rezoning would be consistent with the Town's Comprehensive Plan adopted pursuant to Title 30-A, Maine Revised Statutes, Chapter 187, Sub-part 6-A, and consistent with the existing and permitted uses within the VC and GD zoning districts and has authorized the execution of this Agreement.

**NOW, THEREFORE**, in consideration of the mutual promises made by each party to the other, the parties covenant and agree as follows:

1. **Zoning Map Amendment**. The Town hereby amends the Zoning Map of the Town of Windham by adopting the zoning map change amendment shown on Exhibit A-1.
2. **Mallison Falls Contract Zoning District**. The Town hereby creates a Mallison Falls Contract Zoning District as defined herein which shall apply to the Property. For purposes of this Agreement, the Mallison Falls Contract Zoning District means a residential development that involves redeveloping three existing buildings on the Property into residential dwelling units and constructing two new residential buildings to the Property (thus creating five buildings of residential dwelling units) as further set forth in this Agreement.
3. **Permitted Densities, Uses and Dimensional Criteria**.
  - a. ***Density***: The density of the Project shall be as follows:
    - i. Up to 110 dwelling units to be located in 5 buildings on the Property
  - b. ***Uses***. The permitted uses in the Project shall be:
    - i. Residential Dwelling Units;
    - ii. Maintain current use of the Property as commercial and residential mixed use; and,
    - iii. Accessory Uses.
  - c. ***Residential Dimensional, Parking Criteria, and Design Criteria***:
    - i. Lot Size: No restriction on lot size or number of Dwelling Units per lot, subject to the overall limit of 110 dwelling units for the Project.
    - ii. Minimum front Setbacks all buildings: same as underlying district.

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Land Use Ordinance

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- iii. Minimum side Setbacks all buildings: same as underlying district.
  - iv. Minimum rear Setbacks all buildings: 0 feet.
  - v. Height: 43 feet, not to include subsurface parking, measured from the mean “as completed” grade to the highest point on the roof for all buildings as the now exist or shall be constructed in the future.
  - vi. Stormwater. No restriction as to the flooding requirements for stormwater runoff.
- d. **Parking.** Parking shall meet the requirements as set forth Section 812(C)(2), Table 2 of the Ordinance, except that there shall be no setback requirements for parking spaces or travel aisles from the property line.
4. **Contract Zone Plan.** The Property shall be generally developed and used in accordance with the Contract Zone Plan, reduced copies of which are attached hereto as Exhibit B, as it may be further approved and amended from time to time pursuant to the provisions of the Windham Site Plan Ordinance and Subdivision Ordinance and this Agreement (the “Contract Zone Plan”). Notwithstanding any other provisions of the Ordinance, the physical layout, dimensions, setbacks, parking, and proposed uses and improvements shown on the Contract Zone Plan, as they may be varied, shall be permitted under the Ordinance.
5. **General.**
- a. Owners shall record this Agreement in the Cumberland County Registry of Deeds within 30 days after receipt of final land use approvals for the development on the Property.
  - b. The provisions of this Agreement shall be deemed restrictions on the use of the Property, and this Contract Zoning Agreement may be amended by future written agreement between the Town of Windham and the Owner affected or its successors in interest without need for approval of any other party. In the event all or any portion of the Property is subjected to the Maine Condominium Act (33 M.R.S.A. Section 1601-101 et seq.), then the Association organized may act on behalf of all condominium owners.
  - c. The provisions of this Agreement shall operate as an “overlay” zone and all other requirements of the underlying Zoning District shall apply except as otherwise set forth herein.
  - d. The restrictions, provisions and conditions of this Agreement are an essential part of the rezoning, shall run with the Property, shall bind the Developer, its heirs,

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Land Use Ordinance

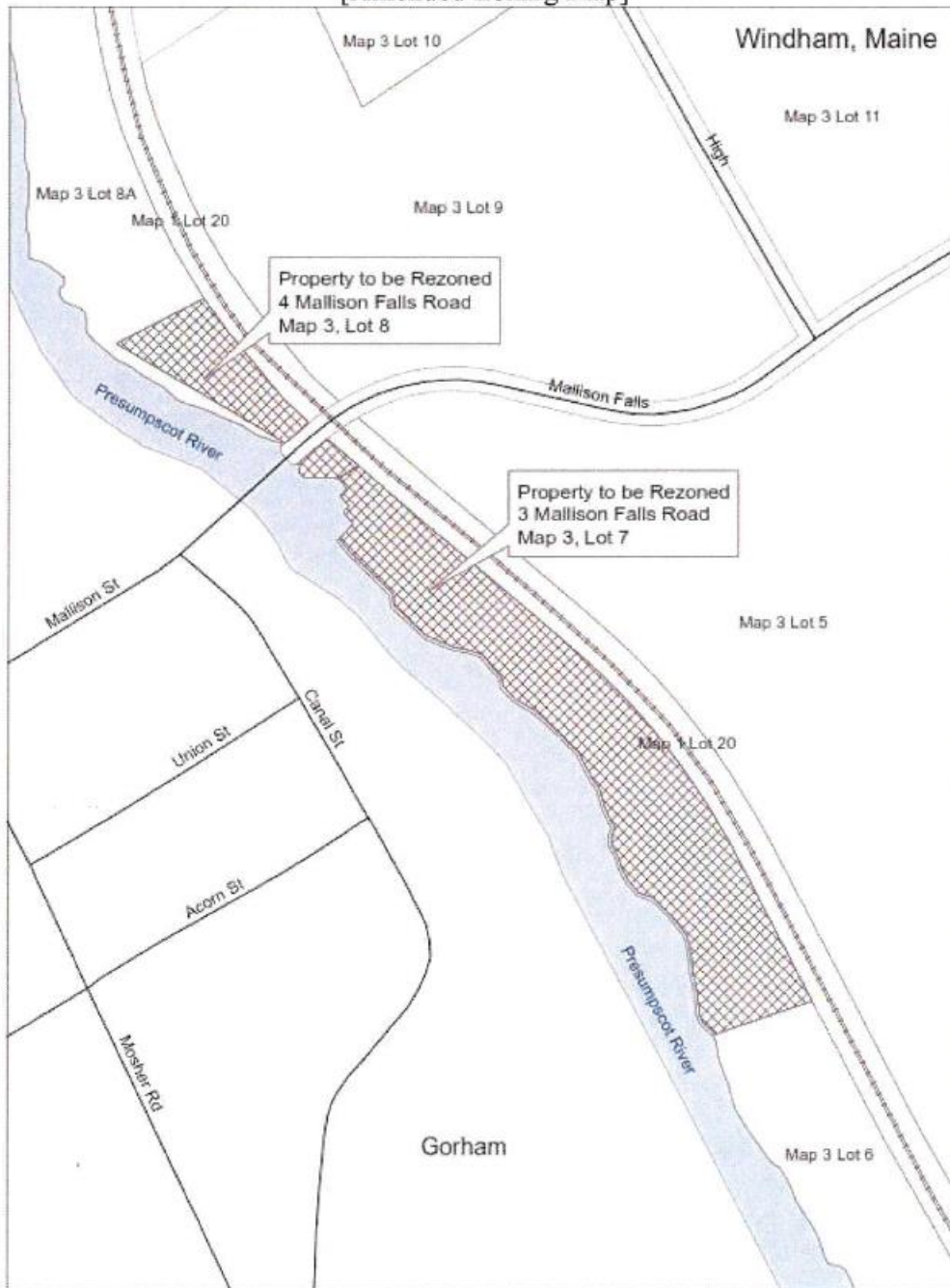
Sec. 400 Zoning Districts

successors in interest and assigns of said Property or any part thereof, and shall inure to the benefit of and be enforceable by the Town.

- e. Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. However, the provisions of this Agreement are severable, and if any one clause or provision hereof shall be held invalid or unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.
- f. No waiver of any of the terms of this Agreement and no extension thereof will be deemed to have occurred, or to be effective unless in writing signed by the parties. No course of dealing heretofore or hereafter between the parties, or any failure or delay on the part of any party in exercising any rights or remedies under this Agreement shall operate as a waiver or preclusion of the exercise of any rights or remedies under this Agreement.
- g. **Enforcement.** This Contract Zoning Agreement shall be enforced pursuant to the land use enforcement provisions of state law (including 30-A M.R.S.A. § 4452) and the Shoreland Zoning Ordinance. Following any determination of a zoning violation by the Court or the Code Enforcement Officer, the Town Council, after recommendation of the Planning Board, may amend, modify or rescind its contract rezoning of the Property. In the event that the Property Owner or its successors or assigns fail to maintain and operate the Property in accordance with this Agreement, or in the event of any other breach of any condition set forth in this Agreement, the Town Council shall have the authority, after hearing, to resolve the issue resulting in the breach or the failure to maintain or operate.



Exhibit A-1  
[Amended Zoning Map]



DLN: 1001940054172

Quitclaim Deed With Covenant

BUKER ENTERPRISES, LLC, a Maine limited liability company with a principal place of business in Standish, Maine, for consideration paid, grants to SICKLESTROKE, LLC, a Maine limited liability company with a mailing address of 3 Mallison Falls Road, Windham, Maine 04062, with quitclaim covenant, certain real property, together with any improvements thereon, located in Windham, Cumberland County, Maine more particularly described as follows:

See Exhibit A attached hereto and incorporated herein.

IN WITNESS WHEREOF, Buker Enterprises, LLC has caused this instrument to be executed by Philip A. Buker, Its Member, thereunto duly authorized, this 4<sup>th</sup> day of April, 2019.

MAINE REAL ESTATE TAX PAID

Maria J. Walker  
Witness

BUKER ENTERPRISES, LLC

Philip A. Buker  
By Philip A. Buker, Its Member

State of Maine  
CUMBERLAND, ss

April 4<sup>th</sup>, 2019

Then personally appeared the above named Philip A. Buker, Member of Buker Enterprises, LLC acknowledged the foregoing instrument to be his free act and deed his said capacity and the free act and deed of said company.

Before me,

Maria J. Walker  
Notary Public/Attorney at Law  
Name and Date Commission Expires:

**Maria J. Walker**  
Notary Public, Maine  
My Commission Expires  
July 13, 2025

SEAL

**EXHIBIT A**

A certain tract of land with buildings and improvements thereon and mill privileges connected therewith situated in Windham, in the County of Cumberland and State of Maine, at Mallison Falls so-called, bounded and described as follows:

*Starting at the northeasterly point of the parcel herein conveyed, at the parcel's boundary with the northerly sideline of Mallison Falls Road and land now or formally owned by the State of Maine pursuant to a deed recorded in the Cumberland County Registry of Deeds in Book 26022, Page 221;*

*Thence S 48° 11' 51" W along the sideline of Mallison Falls Road a distance of 60.80' to a point;*

*Thence N 64° 41' 00" W a distance of 397.30' along the land now or formerly of SD Warren Company to a point;*

*Thence N 57° 34' 00" E a distance of 190.24' along the land now or formerly of SD Warren Company to the land now or formally owned by the State of Maine and a point;*

*Thence a distance of 271.37' on a curve to the left and a chord bearing of N 41° 56' 56" W along the land now or formally owned by the State of Maine, circumscribed by a radius to 1,404.39', an arc length of 271.76' to the point of beginning, as shown on the ATLA/ACSM Land Title Survey, 3 Mallison Falls Road, Windham, Cumberland County, Maine made for Hardypond Construction, Portland, Maine dated February 26, 2015, revised August 25, 2015.*

*Grantor also releases all its right, title and interest in and to any other premises not described herein that lie northerly of the northerly sideline of Mallison Road.*

*Meaning and conveying a portion of the first parcel described in the Warranty Deed from Rich Tool & Die Company to Buker Enterprises, LLC dated March 24, 1998 and recorded in the Cumberland County Registry of Deeds at Book 13690, Page 97.*

Received  
Recorded Register of Deeds  
Apr 08, 2019 09:42:02A  
Cumberland County  
Nancy A. Lane

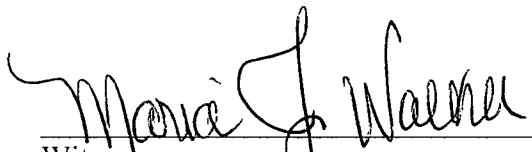
Corrective Quitclaim Deed With Covenant

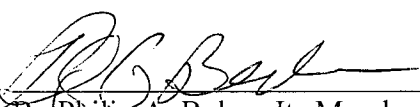
BUKER ENTERPRISES, LLC, a Maine limited liability company with a principal place of business in Standish, Maine, for consideration paid, grants to SICKLESTROKE, LLC, a Maine limited liability company with a mailing address of 3 Mallison Falls Road, Windham, Maine 04062, with quitclaim covenant, certain real property, together with any improvements thereon, located in Windham, Cumberland County, Maine more particularly described as follows:

See Exhibit A attached hereto and incorporated herein.

The purpose of this deed is to correct the legal description contained in the Quitclaim Deed with Covenant dated September 14, 2017 and recorded in the Cumberland County Registry of Deeds in Book 34312, Page 98.

IN WITNESS WHEREOF, Buker Enterprises, LLC has caused this instrument to be executed by Philip A. Buker, Its Member, thereunto duly authorized, this 25 day of September, 2017.


  
\_\_\_\_\_  
Witness

BUKER ENTERPRISES, LLC  
  
\_\_\_\_\_  
By Philip A. Buker, Its Member

State of Maine  
CUMBERLAND, ss

9/25, 2017

Then personally appeared the above named Philip A. Buker, Member of Buker Enterprises, LLC acknowledged the foregoing instrument to be his free act and deed his said capacity and the free act and deed of said company.

Before me,  
  
\_\_\_\_\_  
Notary Public/Attorney at Law  
Name and Date Commission Expires:

**MARIA J. WALKER**  
Notary Public, Maine  
My Commission Expires  
July 13, 2018

SEAL

**EXHIBIT A**

A certain tract of land with buildings and improvements thereon and mill privileges connected therewith situated in Windham, in the County of Cumberland and State of Maine, at Mallison Falls so-called, bounded and described as follows:

Starting at the northeasterly point of the parcel herein conveyed, at the parcel's boundary with the southerly sideline of Mallison Falls Road and land now or formally owned by the State of Maine pursuant to a deed recorded in the Cumberland County Registry of Deeds in Book 26022, Page 221;

Thence S 48° 11' 51" W along the sideline of Mallison Falls Road a distance of 45.51' to a point;

Thence S 64° 41' 00" E a distance of 15.41' more or less to a point;

Thence S 23° 59' 00" E a distance of 110.04' to a point;

Thence S 47° 06' 09" E a distance of 61.66' to a point;

Thence S 43° 13' 18" W a distance of 33.28' to a point;

Thence S 25° 17' 10" E a distance of 19.78' to a point;

Thence N 43° 01' 15" E a distance of 27.91' to a point;

Thence S 47° 16' 17" E a distance of 128.33' to a point;

Thence S 60° 11' 27" E a distance of 114.02' to a point;

Thence S 55° 28' 27" E a distance of 328.40' to a point;

Thence S 31° 39' 27" E a distance of 561.90' to an iron rod or pipe;

Thence N 66° 24' 33" E a distance of 166.23' to a point;

Thence N 28° 12' 26" W a distance of 167.40' along the land now or formally owned by the State of Maine to a point;

Thence a distance of 545.36' on a curve to the left and a chord bearing of N 39° 24' 11" W along the land now or formally owned by the State of Maine, circumscribed by a radius to 1,404.39', an arc length of 548.85' to a point;

Thence N 50° 35' 56" W a distance of 632.75' along the land now or formally owned by the State of Maine;

Thence a distance of 34.78' on a curve to the left and a chord bearing of N 49° 55' 00" W along the land now or formally owned by the State of Maine, circumscribed by a radius to 1,404.39', an arc length of 34.78' to the point of beginning, as shown on the ATLA/ACSM Land Title Survey, 3 Mallison Falls Road, Windham, Cumberland County, Maine made for Hardypond Construction, Portland, Maine last revised August 25, 2015.

Grantor also releases all its right, title and interest in and to any other premises not described herein that lie southerly of the southerly sideline of Mallison Road.

Meaning and intending to convey and conveying a portion of the first parcel described in the Warranty Deed from Rich Tool & Die Company to Buker Enterprises, LLC dated March 24, 1998 and recorded in the Cumberland County Registry of Deeds at Book 13690, Page 97.

Received  
Recorded Register of Deeds  
Oct 04, 2017 02:40:46P  
Cumberland County  
Nancy A. Lane



Dept. of Professional & Financial Regulation  
Office of Professional & Occupational Regulation  
**MAINE REAL ESTATE COMMISSION**

35 State House Station Augusta ME 04333-0035



## REAL ESTATE BROKERAGE RELATIONSHIPS FORM

### *Right Now You Are A Customer*

Are you interested in buying or selling residential real estate in Maine? Before you begin working with a real estate licensee it is important for you to understand that Maine Law provides for different levels of brokerage service to buyers and sellers. You should decide whether you want to be represented in

a transaction (as a client) or not (as a customer). To assist you in deciding which option is in your best interest, please review the following information about real estate brokerage relationships:

Maine law requires all real estate brokerage companies and their affiliated licensees ("licensee") to perform certain basic duties when dealing with a buyer or seller. You can expect a real estate licensee you deal with to provide the following **customer-level services**:

- ✓ To disclose all material defects pertaining to the physical condition of the real estate that are known by the licensee;
- ✓ To treat both the buyer and seller honestly and not knowingly give false information;
- ✓ To account for all money and property received from or on behalf of the buyer or seller; and
- ✓ To comply with all state and federal laws related to real estate brokerage activity.

Until you enter into a written brokerage agreement with the licensee for client-level representation you are considered a "customer" and the licensee is not your agent. **As a customer, you should not expect the licensee to promote your best interest, or to keep any information you give to the licensee confidential, including your bargaining position.**

### *You May Become A Client*

If you want a licensee to represent you, you will need to enter into a written listing agreement or a written buyer representation agreement. These agreements **create a client-agent relationship** between you and the licensee. As a client you can expect the licensee to provide the following services, **in addition to** the basic services required of all licensees listed above:

- ✓ To perform the terms of the written agreement with skill and care;
- ✓ To promote your best interests;
  - For seller clients this means the agent will put the seller's interests first and negotiate the best price and terms for the seller;
  - For buyer clients this means the agent will put the buyer's interests first and negotiate for the best prices and terms for the buyer; and
- ✓ To maintain the confidentiality of specific client information, including bargaining information.

### COMPANY POLICY ON CLIENT-LEVEL SERVICES — WHAT YOU NEED TO KNOW

The real estate brokerage company's policy on client-level services determines which of the three types of agent-client relationships permitted in Maine may be offered to you. The agent-client relationships permitted in Maine are as follows:

- ✓ The company and all of its affiliated licensees represent you as a client (called "**single agency**");
- ✓ The company appoints, with your written consent, one or more of the affiliated licensees to represent you as an agent(s) (called "**appointed agency**");
- ✓ The company may offer limited agent level services as a **disclosed dual agent**.

#### WHAT IS A DISCLOSED DUAL AGENT?

In certain situations a licensee may act as an agent for and represent both the buyer and the seller in the same transaction. This is called **disclosed dual agency**. *Both the buyer and the seller must consent to this type of representation in writing.*

Working with a dual agent is not the same as having your own exclusive agent as a single or appointed agent. For instance, when representing both a buyer and a seller, the dual agent must not disclose to one party any confidential information obtained from the other party.

### *Remember!*

*Unless you enter into a written agreement for agency representation, you are a customer—not a client.*

#### THIS IS NOT A CONTRACT

It is important for you to know that this form is not a contract. The licensee's completion of the statement below acknowledges that you have been given the information required by Maine law regarding brokerage relationships so that you may make an informed decision as to the relationship you wish to establish with the licensee/company.

*To Be Completed By Licensee*

This form was presented on (date) \_\_\_\_\_

To \_\_\_\_\_  
Name of Buyer(s) or Seller(s)

by \_\_\_\_\_  
Licensee's Name

on behalf of \_\_\_\_\_  
Company/Agency

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*To check on the license status of the real estate brokerage company or affiliated licensee go to [www.maine.gov/professionallicensing](http://www.maine.gov/professionallicensing). Inactive licensees may not practice real estate brokerage.*