



**FLEX/LIGHT INDUSTRIAL FACILITY**  
**SOUTH PORTLAND, ME**

**Previews:**

Interested parties will be notified when scheduled.

**Auction Date:**

January 28 | 11:00 a.m.

**Property Location:**

95-97 Darling Avenue  
South Portland, ME 04106

**Property #:**

AP26011

**TRANZON AUCTION PROPERTIES**  
PO BOX 4508  
PORTLAND, ME 04112

**MIKE CAREY**  
P: 207-776-1936  
[MCAREY@TRANZON.COM](mailto:MCAREY@TRANZON.COM)



## ***NOTICE***

### **ATTENTION PROSPECTIVE BIDDERS**

#### **Tranzon Auction Properties is acting solely as agent for the Seller**

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All announcements made at the auction take precedence over any other property information or printed terms of sale. Items may be added or deleted. The property and improvements are sold "as is, where is, with all faults" and without representation or warranty of any kind with respect to the accuracy, correctness, completeness, content or meaning of the information contained herein. Prospective buyers/bidders should verify all information.

All prospective buyers/bidders recognize and agree that any investigation, examination, or inspection of the property is within the control of the owner or other parties in possession and their agents. Potential buyers/bidders are encouraged to seek information from professionals regarding any specific issue or concern. Any decision to purchase or not to purchase is the sole and independent business decision of the potential buyer/bidder. No recourse or cause of action will lie against any of the above-mentioned parties should buyer become dissatisfied with its decision, whatever it may be, at a later date.

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Tranzon Auction Properties is a member company of Tranzon, LLC. All Tranzon companies are independently owned and operated.

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**AUCTION:** Wednesday, January 28, 2026 | 11:00 a.m.

**PREVIEWS:** Interested parties will be notified when scheduled.

**AUCTION LOCATION:** On-site

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## **PROPERTY DESCRIPTION**

Positioned in one of Greater Portland's most dynamic commercial corridors, 95–97 Darling Avenue offers a compelling chance to acquire a versatile industrial facility in South Portland's sought-after business district. The property features approximately 42,000 square feet of functional industrial and production space on roughly 3.19 acres, providing a balanced mix of open warehouse areas, workrooms, and support spaces suitable for a wide range of operational needs.

## **PROPERTY HIGHLIGHTS**

- ★ 42,000± sq. ft. industrial/production facility
- ★ 3.19± acre site
- ★ Maine Mall/Jetport commercial corridor
- ★ Excellent access to I-95 and I-295
- ★ Adaptable warehouse and production layout
- ★ Strong regional industrial fundamentals
- ★ Ideal for investors and owner-users
- ★ Surrounded by logistics, manufacturing, and service-industry users

Its strategic location places it moments from the Maine Mall, I-295, I-95, and Portland International Jetport, creating exceptional regional and national connectivity. The surrounding area supports a strong mix of logistics, distribution, service, manufacturing, food production, and R&D users - an ecosystem that continues to experience long-term demand.

For investors, the site offers access to a high-performing industrial market with limited supply and consistently low vacancy rates. For owner-users, the building's adaptable layout, ample site area, and proximity to workforce, transportation, and commercial services make it a standout operational base.

Whether envisioned for production, assembly, distribution, cold chain, light manufacturing, or other industrial purposes (subject to buyer due diligence), this property represents a strategic foothold in one of Maine's strongest industrial submarkets.

- **Lot Size:** 3.19± Acres
- **Parking:** 115± Open Spaces
- **Road Frontage:** 249'± on Darling Avenue
- **Occupancy Status:** Occupied

## **BUILDING 1 – 95 DARLING AVENUE**

- **Building Size:** 30,000± sq. ft.
- **Year Built:** 1978± (Renovated in 2025)
- **Stories:** 1

**DISCLAIMER:** This information is derived from sources believed correct, but is not guaranteed. Interested parties shall rely entirely on their own information, judgment and inspection of the property records. All properties sold on an "AS IS, WHERE IS" basis. Tranzon strongly recommends you contact the appropriate offices to verify information as well as review files pertaining to this property, including, but not limited to, Code Enforcement, Zoning, Planning Board, Assessor, and Collector files.

PROPERTY DESCRIPTION (CONTINUED)

**BUILDING 1 – 95 DARLING AVENUE (CONTINUED)**

- **Layout:** Shared Kitchen Incubator with Cold Storage, Food Processing Space, Office Space & Dry Warehouse Space (18 small kitchens ranging from 129± sq. ft. to 285± sq. ft.)
- **Construction:** Masonry
- **Foundation:** Concrete
- **Roof Cover:** Rubber Membrane
- **Exterior Siding:** Masonry
- **HVAC:** Central HVAC
- **Fire System:** Yes
- **Additional Notes:** Sloped Floor Drains, 2 Generators, Hood Ventilation Systems

**BUILDING 2 – 97 DARLING AVENUE**

- **Building Size:** 12,000± sq. ft.
- **Year Built:** 1980±
- **Stories:** 1
- **Layout:** Flex Building in Shell Condition
- **Construction:** Masonry
- **Foundation:** Concrete
- **Roof Cover:** Rubber Membrane
- **Exterior Siding:** Masonry
- **HVAC:** Central HVAC
- **Fire System:** Yes

**MUNICIPAL INFORMATION**

- **Parcel ID:** Map 48, Lot 15A
- **Tax Year:** July 1<sup>st</sup> to June 30<sup>th</sup>
- **Tax Due Dates:** November 16, 2025 & May 17, 2026
- **Assessed Value:** \$1,058,800 (Land) + \$4,000,700 (Improvements) = \$5,059,500
- **Annual Taxes (Tax Year 2025/2026):** \$69,062.18
- **Outstanding Taxes (as of December 16, 2025):** 2025/2026 - \$34,758.14; 2024/2025 - \$71,623.44; Total - \$106,381.58
- **Water & Sewer:** Public – Billed monthly by Portland Water District, 207-761-8310. Two Meters – 95 Darling is billed monthly for water, sewer and fire service. 97 Darling is billed monthly for water and sewer.
- **Outstanding Water & Sewer:** Unknown. Portland Water District can't provide account information.
- **Zoning District:** Per the municipal office, (1) General Commercial and (2) Longcreek Watershed. Please call the Code Enforcement Office at 207-767-7603 to verify and for information about if there is a change of occupation or use and possible requirements.

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## PROPERTY SUMMARY (CONTINUED)

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### SUMMARY OF TERMS

**Buyer's Premium:** None

**Closing:** 45-day closing, sold in As-Is condition, no contingencies.

**Deposit Amount:** \$50,000, in certified funds. Non-refundable deposit to be increased to ten percent (10%) of purchase price within forty-eight (48) hours of auction end.

**Agents Welcome:** Agent participation is being offered. Please visit our website at [www.tranzon.com/AP26011](http://www.tranzon.com/AP26011) or call us for details.

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### CONTACT

Mike Carey | Co-CEO

207-776-1936 Mobile

[mccarey@tranzon.com](mailto:mccarey@tranzon.com)

ME Auctioneer License #AUC1466

ME RE Lic. #DB919594

### MUNICIPAL OFFICE

Website: [www.southportland.gov](http://www.southportland.gov)

Tel: 207-767-3201

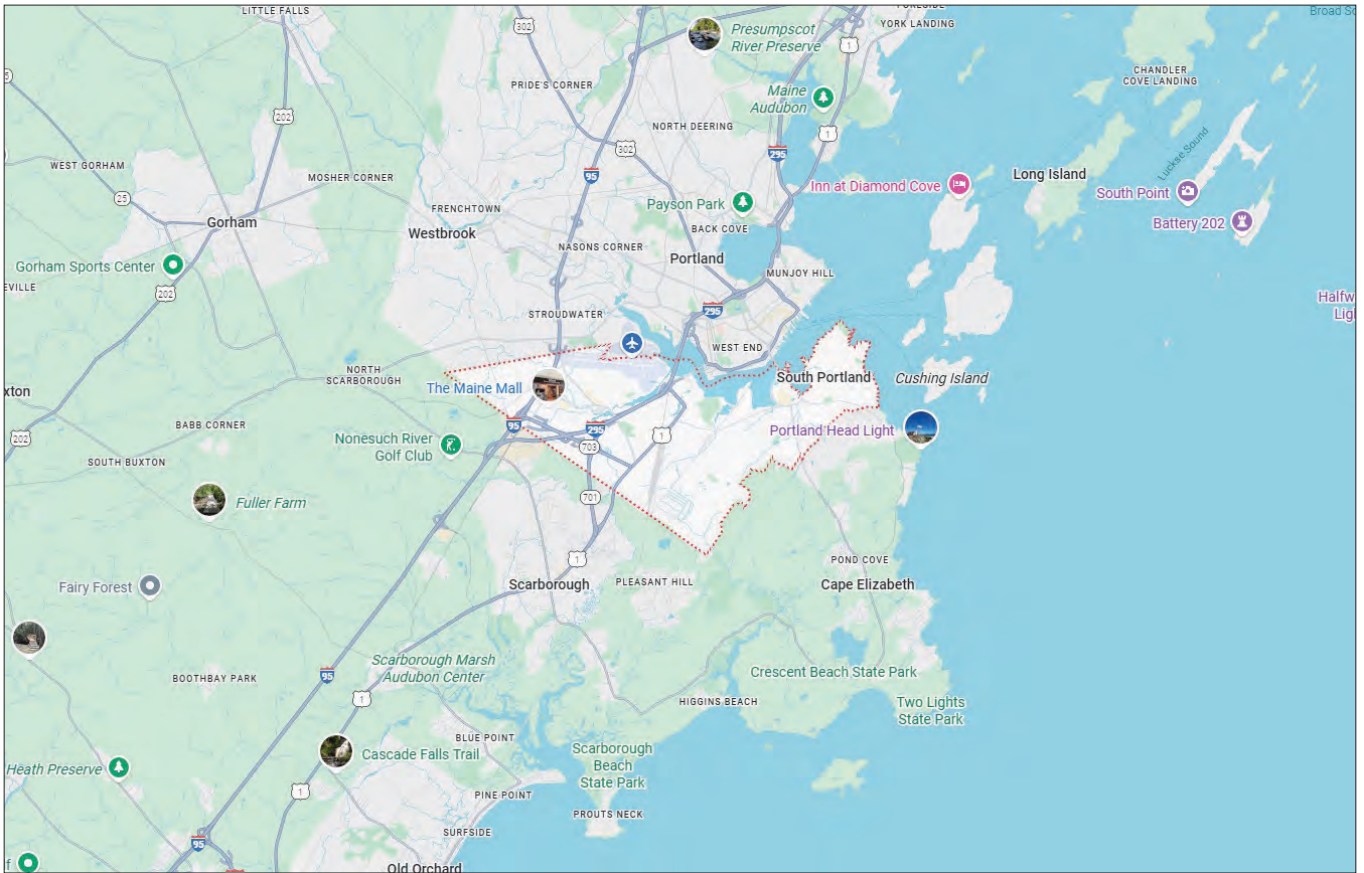
Assessor: 207-767-7604

Collector: 207-767-7612

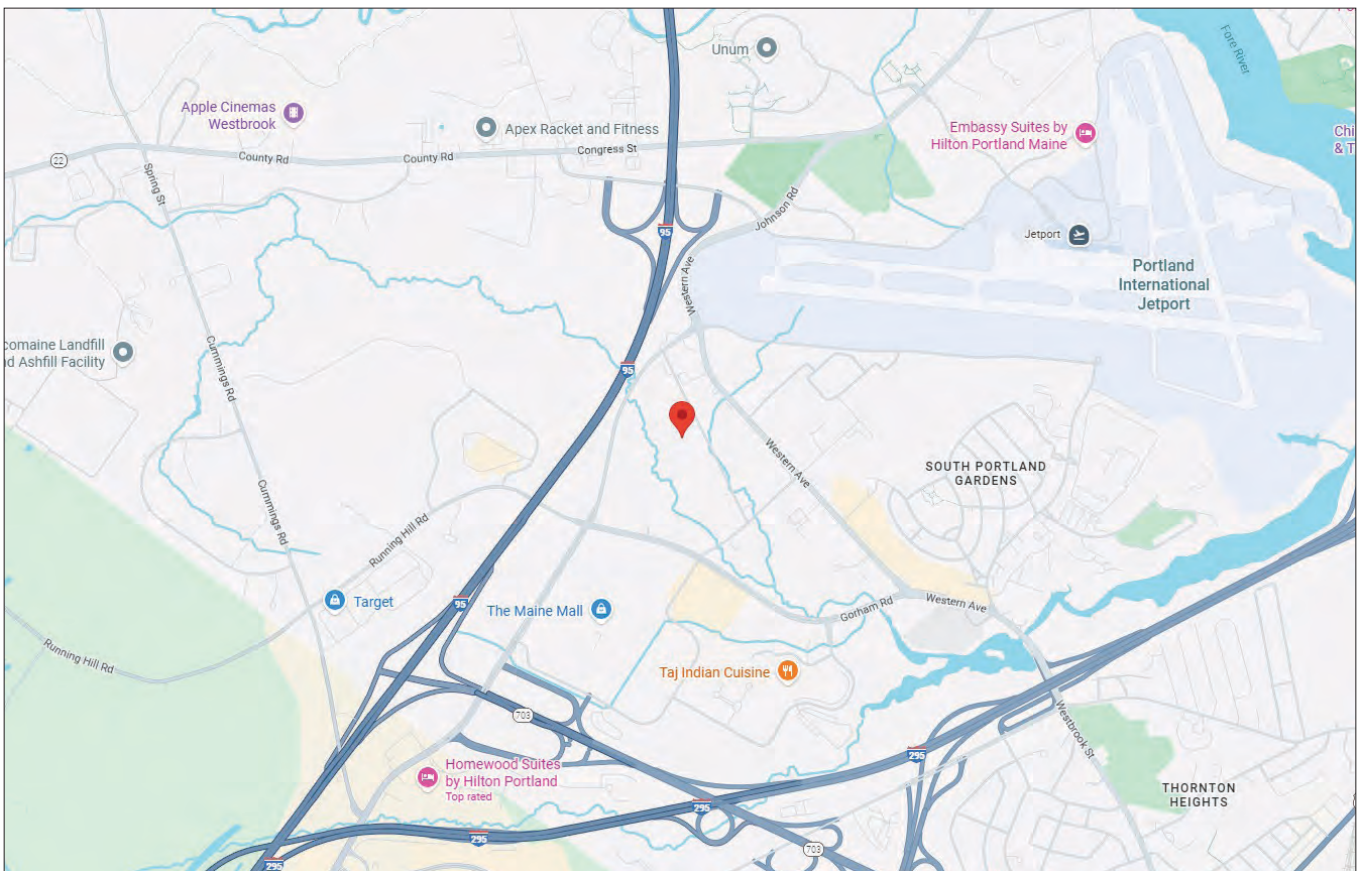
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## AREA MAP

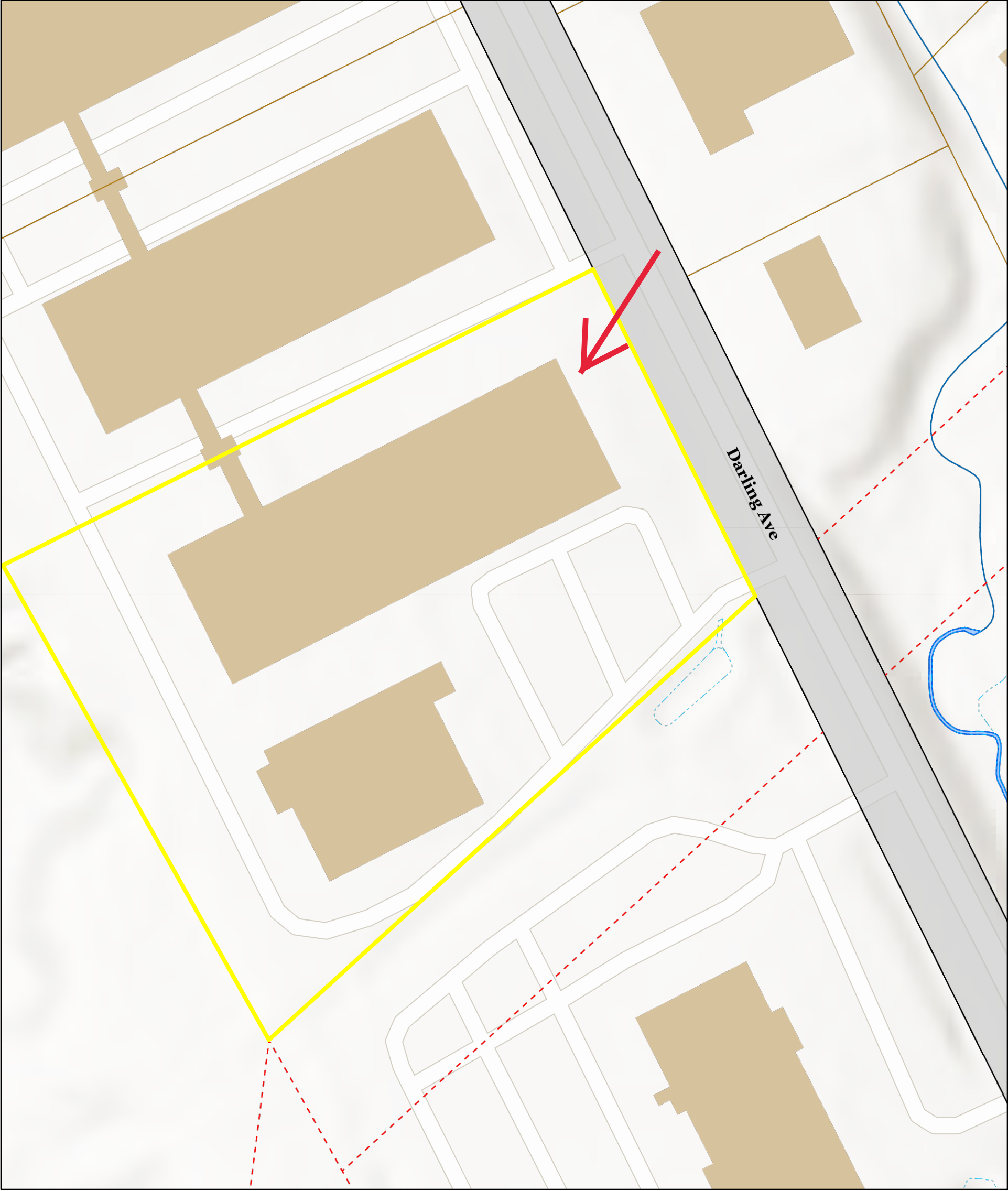


## PROPERTY LOCATION MAP



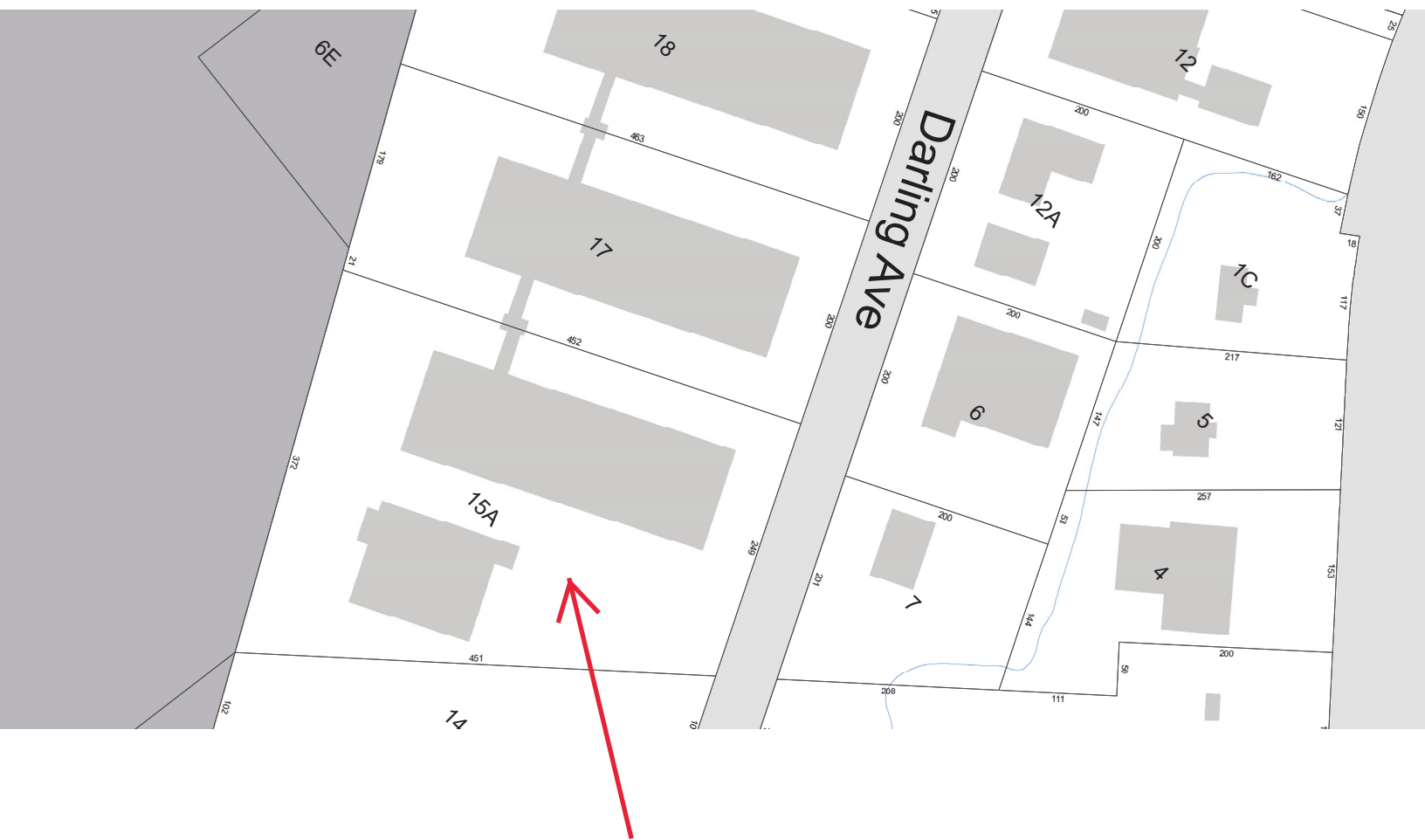


 Boundary **BOUNDARY OUTLINE IS APPROXIMATE**



- P\_Parcels
- P\_StreetROW
- P\_UtilityROW
- M\_Hyd\_Waterbodies
- M\_Hyd\_OpenDrainage
- Right of Ways
- Buildings
- Hydrography
- Waterbodies

Portion of Tax Map 48



## 95 DARLING AV

**Location** 95 DARLING AV

**Mblu** 048/ / 015/A /

**Owner** FORK FOOD HUB, L3C

**Assessment** \$5,059,500

**PID** 6971

**Building Count** 2

### Current Value

Assessment			
Valuation Year	Improvements	Land	Total
0	\$4,000,700	\$1,058,800	\$5,059,500

### Owner of Record

**Owner** FORK FOOD HUB, L3C

**Sale Price** \$5,900,000

**Co-Owner**

**Certificate**

**Address** 95 DARLING AVE  
SOUTH PORTLAND, ME 04106

**Book & Page** 40094/309

**Sale Date** 04/27/2023

**Instrument** QC

### Ownership History

Ownership History					
Owner	Sale Price	Certificate	Book & Page	Instrument	Sale Date
FORK FOOD HUB, L3C	\$5,900,000		40094/309	QC	04/27/2023
MY DARLING, LLC.	\$6,870,000		15354/0024	02	03/02/2000
PSR MAINE PROPERTIES, LLC.	\$0		13374/0174	PT	10/10/1997

### Building Information

#### Building 1 : Section 1

**Year Built:** 1978  
**Living Area:** 30,000  
**Replacement Cost:** \$4,624,868  
**Building Percent Good:** 63  
**Replacement Cost**  
**Less Depreciation:** \$2,913,700

Building Attributes	
Field	Description
Style:	Office Bldg
Model	Commercial
Grade	Average +15

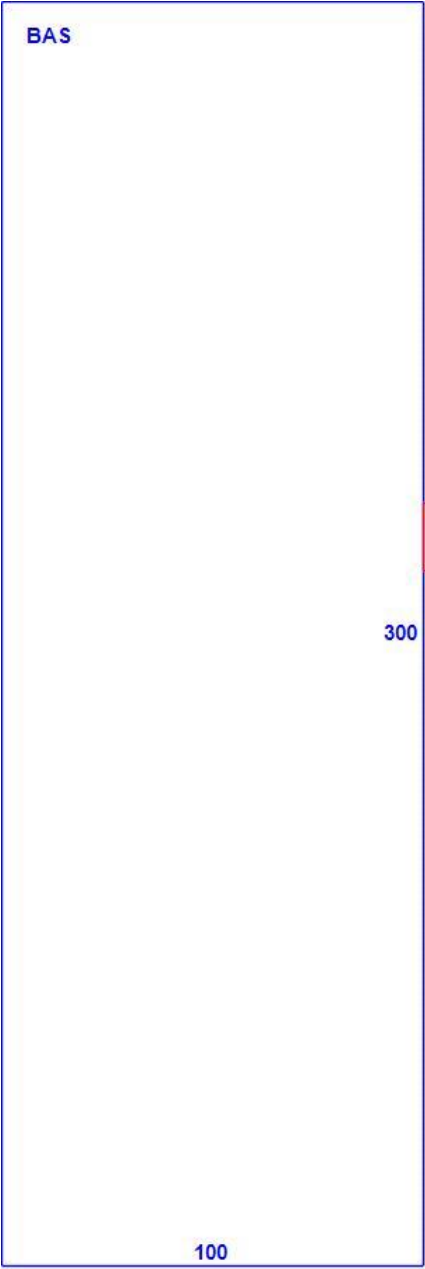
Stories:	1
Occupancy	1.00
Exterior Wall 1	Concr/Cinder
Exterior Wall 2	Brick Veneer
Roof Structure	Flat
Roof Cover	Tar & Gravel
Interior Wall 1	Drywall/Sheet
Interior Wall 2	
Interior Floor 1	Carpet
Interior Floor 2	
Heating Fuel	Gas
Heating Type	Forced Air-Duc
AC Type	Central
Struct Class	
Bldg Use	OFFICE BLD MDL-94
Total Rooms	
Total Bedrms	00
Total Baths	2
1st Floor Use:	3400
Heat/AC	HEAT/AC PKGS
Frame Type	MASONRY
Baths/Plumbing	AVERAGE
Ceiling/Wall	SUS-CEIL & WL
Rooms/Prtns	AVERAGE
Wall Height	16.00
% Comn Wall	0.00

## Building Photo



([https://images.vgsi.com/photos/SouthPortlandMEPhotos//\0081\IMG\\_4771\[1\]\\_81878.JPG](https://images.vgsi.com/photos/SouthPortlandMEPhotos//\0081\IMG_4771[1]_81878.JPG))

Building Layout



(ParcelSketch.ashx?pid=6971&bid=6971)

Building Sub-Areas (sq ft)			Legend
Code	Description	Gross Area	Living Area
BAS	First Floor	30,000	30,000
CLP	Loading Platform, Finished	160	0
		30,160	30,000

## Building 2 : Section 1

**Year Built:** 1980  
**Living Area:** 12,000  
**Replacement Cost:** \$1,704,463  
**Building Percent Good:** 60  
**Replacement Cost**  
**Less Depreciation:** \$1,022,700

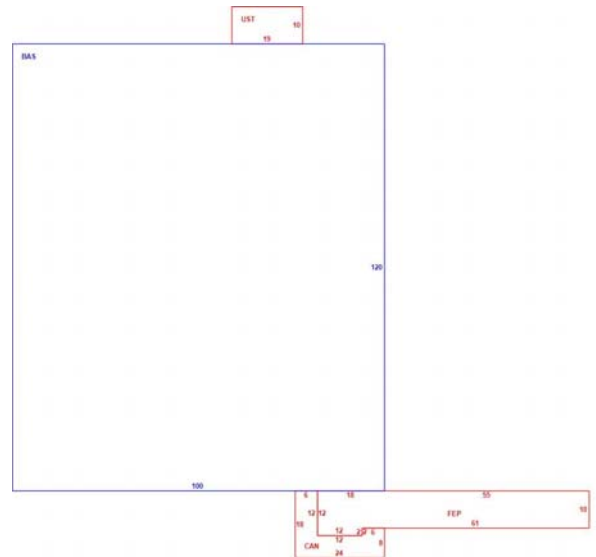
Building Attributes : Bldg 2 of 2	
Field	Description
Style:	Office Bldg
Model	Commercial
Grade	Average
Stories:	1
Occupancy	1.00
Exterior Wall 1	Brick Veneer
Exterior Wall 2	Concr/Cinder
Roof Structure	Flat
Roof Cover	Tar & Gravel
Interior Wall 1	Drywall/Sheet
Interior Wall 2	
Interior Floor 1	Carpet
Interior Floor 2	
Heating Fuel	Gas
Heating Type	Forced Air-Duc
AC Type	Central
Struct Class	
Bldg Use	OFFICE BLD MDL-94
Total Rooms	
Total Bedrms	00
Total Baths	0
1st Floor Use:	3400
Heat/AC	HEAT/AC PKGS
Frame Type	MASONRY
Baths/Plumbing	AVERAGE
Ceiling/Wall	SUS-CEIL & WL
Rooms/Prtns	AVERAGE
Wall Height	12.00
% Comn Wall	0.00

## Building Photo



(<https://images.vgsi.com/photos/SouthPortlandMEPhotos//\00\00\85\06.jpg>)

## Building Layout



(ParcelSketch.ashx?pid=6971&bid=9692)

Building Sub-Areas (sq ft)			Legend
Code	Description	Gross Area	Living Area
BAS	First Floor	12,000	12,000
CAN	Canopy	228	0
FEP	Porch, Enclosed, Finished	754	0
UST	Utility, Storage, Unfinished	190	0
		13,172	12,000

## Extra Features

Extra Features				Legend
Code	Description	Size	Value	Bldg #
SPR2	SPRINKLER WET/	12000.00 S.F.	\$11,700	2

SPR2	SPRINKLER WET/	30000.00 S.F.	\$30,600	1
LDL1	LOAD LEVELERS	1.00 UNITS	\$2,000	1

## Land

### Land Use

**Use Code** 3400  
**Description** OFFICE BLD MDL-94  
**Neighborhood**  
**Alt Land Appr** No  
**Category**

### Land Line Valuation

**Size (Acres)** 3.19  
**Frontage** 0  
**Depth** 0  
**Assessed Value** \$1,058,800

## Outbuildings

Outbuildings						Legend
Code	Description	Sub Code	Sub Description	Size	Value	Bldg #
PAV1	PAVING ASPHALT			26000.00 S.F.	\$19,100	1
LT1	LIGHTS INCANDE			2.00 UNITS	\$900	1

## Valuation History

Assessment			
Valuation Year	Improvements	Land	Total
2025	\$4,000,700	\$1,058,800	\$5,059,500
2024	\$4,000,700	\$1,058,800	\$5,059,500
2023	\$4,264,800	\$1,004,700	\$5,269,500

# PROPERTY DISCLOSURE

## (Land & Commercial Properties)

TO BE DELIVERED TO BUYERS PRIOR TO OR DURING PREPARATION OF AN OFFER

PROPERTY LOCATION: 95-97 Darling Avenue, South Portland, Maine

Tranzon Auction Properties has attempted to gather as much information as possible and has completed this form with the information obtained.

Tranzon Auction Properties' client (Seller) has never occupied the property and has little or no direct knowledge of the condition of the property, including, without limitation, its condition, habitability, or any use to which it may be put. Property may be affected by, but not limited to, water damage; mold; lead-based paint; asbestos; environmental conditions; and the condition of mechanical systems, well and/or septic, and structural soundness are unknown. Interested parties should conduct their own investigations and due diligence.

*POTENTIAL PURCHASERS ARE ENCOURAGED TO SEEK INFORMATION FROM PROFESSIONALS REGARDING ANY SPECIFIC ISSUE OR CONCERN.*

### SECTION I. UNDERGROUND STORAGE TANKS

☒ Unknown

☐

No underground storage facility for the storage of oil or petroleum products exists on the premises.

☐

An underground oil storage facility exists on the premises which is subject to regulation by the Maine Department of Environmental Protection under 38 M.R.S.A. §561, et seq., State of Maine Registration No\_\_\_\_\_.  
The underground facility (check one) \_\_\_\_has OR \_\_\_\_has not been abandoned in place.

### SECTION II. HAZARDOUS MATERIALS

Pursuant to the Rules of the Maine Real Estate Commission, Licensee discloses that the Seller is making no representations regarding current or previously existing known hazardous materials on or in the Real Estate described above, except as follows:

None known.

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(attach additional sheets as necessary)

Buyer is encouraged to seek information from professionals regarding any specific hazardous material issue or concern.

### SECTION III. MATERIAL DEFECTS

Material defects pertaining to the physical condition of the property:

None known.

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(attach additional sheets as necessary)

#### SECTION IV. ROAD MAINTENANCE

Is property accessed by a public way owned and maintained by the State, a county or a municipality, over which the general public has a right to pass? ☒ Yes ☐ No ☐ Not Known

If No, who is responsible for maintenance? \_\_\_\_\_

Road Association Name (if known): \_\_\_\_\_

#### SECTION V. FLOOD HAZARD

For the purposes of this section, Maine law defines "flood" as follows:

- (1) A general and temporary condition of partial or complete inundation of normally dry areas from: (a) The overflow of inland or tidal waters; or (b) The unusual and rapid accumulation or runoff of surface waters from any source; or
- (2) The collapse or subsidence of land along the shore of a lake or other body of water as a result of erosion or undermining cause by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an unusually high water level in a natural body of water, accompanied by a severe storm or by an unanticipated force of nature, such as a flash flood or an abnormal tidal surge, or by some similarly unusual and unforeseeable event that results in flooding as described in subparagraph (1), division (a).

For purposes of this section, Maine law defines "area of special flood hazard" as land in a floodplain having 1% or greater chance of flooding in any given year, as identified in the effective federal flood insurance study and corresponding flood insurance rate maps.

During the time the seller has owned the property:

Have any flood events affected the property? Yes\_\_\_ No\_\_\_ Not Known\_X\_\_

If Yes, explain: \_\_\_\_\_

Have any flood events affected a structure on the property? Yes\_\_\_ No\_\_\_ Not Known\_X\_\_

If Yes, explain: \_\_\_\_\_

Has any flood-related damage to a structure occurred on the property? Yes\_\_\_ No\_\_\_ Not Known\_X\_\_

If Yes, explain: \_\_\_\_\_

Has there been any flood insurance claims filed for a structure on the property? Yes\_\_\_ No\_\_\_ Not Known\_X\_\_

If Yes, indicate the dates of each claim \_\_\_\_\_

Has there been any past disaster-related aid provided related to the property, or a structure on the property from federal, state, or local sources for purposes of flood recovery? Yes\_\_\_ No\_\_\_ Not Known\_X\_\_

If Yes, indicate the date of each payment \_\_\_\_\_

Is the property currently located wholly or partially within an area of special flood hazard mapped on the effective flood insurance rate map issued by the Federal Emergency Management Agency on or after March 4, 2002?

Yes\_\_\_ No\_X\_\_ Not Known\_\_\_

If Yes, what is the federally designated flood zone for the property indicated on that flood insurance rate map? \_\_\_\_\_

Relevant Panel Number : 23005C0689F Year :6/20/2024 (Attach a Copy)

Comments: \_\_\_\_\_

SECTION VI. SHORELAND ZONING VIOLATIONS:

Are there any actual or alleged violations of a shoreland zoning ordinance including those that are imposed by the state or municipality?

Yes\_\_\_\_\_ No \*X\_\_\_\_\_ Unknown\_\_\_\_\_

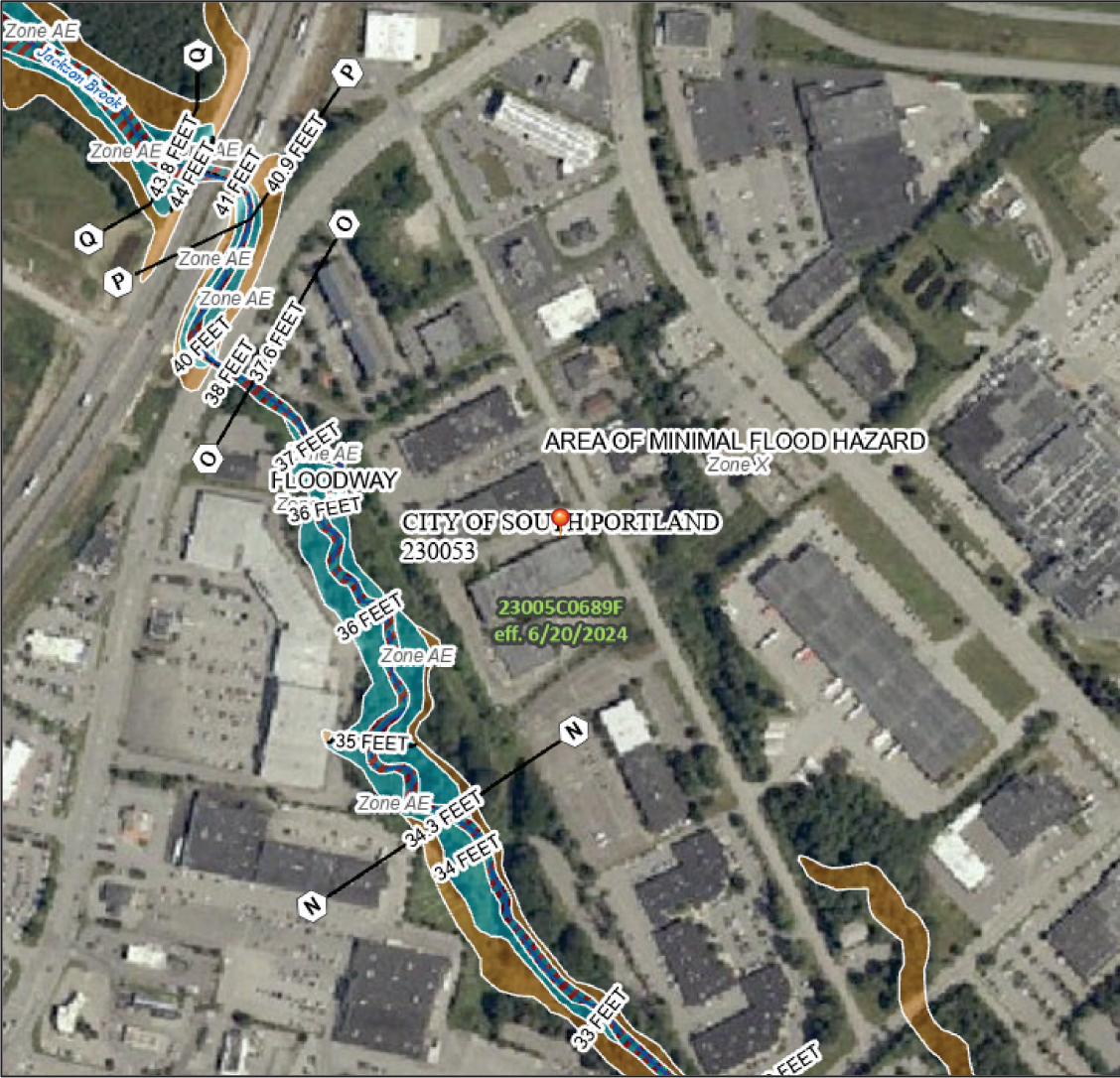
\*Property not located within shoreland zoning

If Yes, explain:\_\_\_\_\_

# National Flood Hazard Layer FIRMeTte



70°20'8"W 43°38'39"N



0 250 500 1,000 1,500 2,000 Feet 1:6,000 70°19'30"W 43°38'13"N  
Basemap Imagery Source: USGS National Map 2023

## Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS	Without Base Flood Elevation (BFE) Zone A, V, A99
	With BFE or Depth Zone AE, AO, AH, VE, AR
	Regulatory Floodway

	0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
	Future Conditions 1% Annual Chance Flood Hazard Zone X
	Area with Reduced Flood Risk due to Levee. See Notes. Zone X
	Area with Flood Risk due to Levee Zone D

	NO SCREEN Area of Minimal Flood Hazard Zone X
	Effective LOMRs
	Area of Undetermined Flood Hazard Zone D

GENERAL STRUCTURES	Channel, Culvert, or Storm Sewer
	Levee, Dike, or Floodwall

	20.2 Cross Sections with 1% Annual Chance
	17.5 Water Surface Elevation
	Coastal Transect
	Base Flood Elevation Line (BFE)
	Limit of Study
	Jurisdiction Boundary
	Coastal Transect Baseline
	Profile Baseline
	Hydrographic Feature

	Digital Data Available
	No Digital Data Available
	Unmapped

MAP PANELS  
The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 12/16/2025 at 2:09 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

# ZONING

For your convenience, a portion of the zoning is included in this package. Please contact the municipality to verify accuracy and obtain complete zoning information.

Additional zoning/land use information is available on the City of South Portland's website at <https://www.southportland.gov/408/Charter-Code-of-Ordinances>.

Interested parties should confirm this is the most current zoning/land use information.

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**Sec. 27-748. Reserved.**

(Ord. No. 16-16/17, 4/19/17 [Fiscal Note: Less than \$1,000])

**GENERAL COMMERCIAL DISTRICT CG**

**Sec. 27-749. Purpose (CG).**

The General Commercial District is established to accommodate wholesale and service uses which do not depend on frequent personal visitors, customers, or clients, and include the storage of materials and finished products. These uses include highway-oriented businesses and transportation-related service establishments meeting citywide, regional and transportation corridor needs.

Locations for General Commercial Districts should be thoughtfully conceived so that the use of the property minimizes interference with through-traffic movements and ensures a high standard in site layout, design, landscaping, and buffering so that highway frontage does not present a poor image to the community.

**Sec. 27-750. Permitted uses (CG).**

Permitted uses for this zoning district are as set forth in Sec. 27-404, **Table B.1** – Mixed-Use/Commercial Districts, under the corresponding column.

(Ord. No. 12-16/17, 2/6/17 [Fiscal Note: Less than \$1,000]; (Ord. No. 8-17/18, 10/2/17 [Fiscal Note: Less than \$1000]; Ord. No. 2-18/19, 8/21/18 [Fiscal Note: Less than \$1000]; (Ord. No. 12-19/20, 11/7/19 [Fiscal Note: Less than \$1000]; Ord. No. 9-20/21, 11/17/2020 [Fiscal Note: Less than \$1000]; Ord. No 7-23/24, 11/14/2023 [Fiscal Note: Less than \$1000]; Ord. No. 22-23/24, 5/7/2024 [Fiscal Note: Less than \$1000])

**Sec. 27-751. Special exceptions (CG).**

Special exception uses for this zoning district are as set forth in Sec. 27-404, **Table B.1** – Mixed-Use/Commercial Districts, under the corresponding column.

(Ord. No. 12-12/13, 3/4/13 [Fiscal Note: Less than \$1000]; Ord. No. 2-18/19, 8/21/18 [Fiscal Note: Less than \$1000]; Ord. No. 1-19/20, 7/2/19 [Fiscal Note: Less than \$1000]; Ord. No. 14-22/23, 1/17/2023 [Fiscal Note: Less than \$1000]; Ord. No. 18-22/23, 2/21/23 [Fiscal Note: Less than \$1000]; Ord. No 7-23/24, 11/14/2023 [Fiscal Note: Less than \$1000]; Ord. No. 22-23/24, 5/7/2024 [Fiscal Note: Less than \$1000])

**Sec. 27-752. Space and bulk regulations (CG).**

Space and bulk standards for this zoning district are as set forth in Sec. 27-403, **Table 2.1**  
– Mixed-Use/Commercial Districts, under the corresponding column.

*Shoreland and floodplain management regulations:* Any lot or portion of a lot located within the shoreland area or in a special flood hazard zone shall be subject to the provisions of Article XIII of this Chapter and/or Article IV of Chapter 5 of the Code.

(Ord. No. 23, 4/4/2023 [Fiscal Note: Less than \$1000])

**Sec. 27-753. Off-street parking (CG).**

Subject to the provisions of Sec. 27-752, off-street parking shall be provided in accordance with the requirements of Sec. 27-1556 of this Chapter.

**Sec. 27-754. Signs (CG).**

Signs shall be regulated in accordance with the requirements of Sec. 27-1561 et seq. of this Chapter.

**Sec. 27-755. Site plan review (CG).**

Any quarry operation, or any other use allowed in the General Commercial District GC and which involves new construction which, when added to new construction within the preceding two (2) years, exceeds one thousand (1,000) square feet of floor area, shall be subject to the site plan review requirements of Article XIV. For purposes of this section, "new construction" means (a) the construction of a new structure, (b) an addition to an existing structure, or (c) any interior construction for the purpose of converting an existing building from one use to another use if the conversion will significantly increase off-site impacts. A "use" shall be any use listed in the zoning district in which the site is located. The impacts to be considered include, but are not limited to, increases in: traffic generation; parking area; utilization of City services; stormwater runoff; or noise, odors, or other annoying or dangerous emissions detectable at lot boundaries. In determining the relative degree of impact of a proposed use, the comparison shall be to either (i) the most recent lawful use of the building or (ii) any lawful use of the building within the last 2 years (but, in the latter case, only if such use was evidenced by a certificate of occupancy on file in the Code Enforcement Officer's office), whether such use was as a permitted use, special exception use or a nonconforming use.

**Sec. 27-756. Reserved.**

**PROFESSIONAL OFFICE DISTRICT (PO)**

**~~Sec. 27-757. Purpose (PO).~~**

~~To create, preserve and enhance an environment for, and conducive to, the development and protection of modern, large-scale conference, research and administrative facilities and institutions of a non-nuisance type in attractive surroundings as well as certain carefully controlled combined residential and recreational uses. This district is typically appropriate to large acreages and is intended to provide for an aesthetically attractive working environment with park or campus-like grounds, attractive buildings, ample employee parking, and other amenities appropriate to an employee-oriented activity where problems of product handling, storage and distribution are not of significant concern. It is intended that development will be of a type such that each is a credit to the other and in which investment in well-designated and maintained plants and grounds is secured by the maintenance of the highest standards throughout the district. The uses permitted by this district shall be limited to those possessing the ability to comply with the standards of operation, performance and environment~~

<b>Table B.1</b> <b>Allowable Land Uses in Mixed-Use/Commercial Districts</b>	P Permitted Uses								
	S Special Exception Uses								
	* Use-specific standards apply								
	P-CS Special Permitted Uses in the CS Zone (see §27-746 and §27-747)								
	<sup>1</sup> Notes and details provided per zone by footnote								
Land Use	Zoning District								Municipal Code Special Standards
	LB	SP	CS <sup>32</sup>	CG	PO	CCRT	CCR	C	
<b>Agriculture and Incidental Uses</b>									
Pre-existing farm	P	P						P	
Controlled environment agriculture	S <sup>20</sup>	S <sup>20</sup>	S <sup>20</sup>	p <sup>20</sup>	p <sup>20</sup>	p <sup>20</sup>	p <sup>20</sup>	S <sup>20</sup>	
Marijuana cultivation facility*				P	P	P	P	S <sup>35</sup>	§27-1902 et. seq.
Medical marijuana cultivation facility*				P	P	P	P	S <sup>35</sup>	§27-1902 et. seq.
Farmers' market*	S	S	S	S		S	S	S	§27-1580 et seq.
<b>Utilities</b>									
Telecommunication tower*	S <sup>36</sup>	S <sup>9</sup>	S	p <sup>21</sup>	S	P	P	S <sup>9</sup>	§27-1551 et seq.
Cable tv facilities	p <sup>22</sup>	p <sup>22</sup>						p <sup>22</sup>	
Public utility facilities	S	S	S	P	S	S	S	S <sup>35</sup>	
Medium-scale ground mounted solar*	S	S	P/P-CS	P	P	P	P	S	§27-1806 & 1807
Large-scale ground mounted solar*	S	S <sup>23</sup>	S	P	S	S	S	S	§27-1806 & 1807
<b>Institutional and Community Facilities</b>									
Governmental offices	S	S			S	S			
Fire station / Police station	P	P	S	S	P	S	S	P	
Funeral home	P	P						P	
<b>Residential</b>									
Single-family detached / Community homes	P	P	P-CS					p <sup>31</sup>	
Two-family	P	P	P-CS					p <sup>31</sup>	
Multi-family	P	P	P-CS					p <sup>31</sup>	
ADUs*	P	P	P-CS					P	§27-1576 et seq.
Nursing home	p <sup>8</sup>	p <sup>8</sup>	P-CS					p <sup>8</sup>	
Congregate housing/congregate care			P-CS						
Shelter, large-scale			S	S	S				
Shelter, medium-scale	S		S	S	S				
<b>Educational</b>									
Schools, public	P	P					P	P	
Schools, private	P	P					P	P	
Schools, religious	P	P					P	P	
Educational Services					S	P	P		
Child, adult, or combined daycare centers	P	P	P-CS/S	P	P	P	P	P	
<b>Culture and Assembly</b>									
Places of assembly and worship	P	P				S <sup>18</sup>	p <sup>18</sup>	P	
Library	P	P						P	
Cultural facilities	P	P				S <sup>18</sup>	p <sup>18</sup>	p <sup>18</sup>	
Charitable and philanthropic organizations	S	P				S	P	P	
Convention center					S				
<b>Open Space and Recreational</b>									
Commercial indoor recreation			P-CS	S	S				
Commercial outdoor recreation, large-scale					S				
Commercial outdoor recreation, small-scale			P-CS	S	S		S	p <sup>18</sup>	
Municipal indoor recreation	S	P	P-CS	S			S	P	
Municipal outdoor recreation	S	P	P-CS	S			S	P	
Passive recreation facilities					S				
Combined Res/Rec complexes					S <sup>14</sup>				

<b>Table B.1</b> <b>Allowable Land Uses in Mixed-Use/Commercial Districts</b>	P	Permitted Uses							
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	P-CS	Special Permitted Uses in the CS Zone (see §27-746 and §27-747)							
	<sup>1</sup>	Notes and details provided per zone by footnote							
Land Use	Zoning District								Municipal Code Special Standards
	LB	SP	CS <sup>32</sup>	CG	PO	CCRT	CCR	C	
<b>Office</b>									
Home occupation	P	P						P	
Professional offices	P	P	P/P-CS	S	P	P	P	P	
Business services			P-CS	S		P	P		
Financial services			P/P-CS <sup>4</sup>	S <sup>4</sup>		p <sup>38</sup>	p <sup>38</sup>		
R&D labs and offices			P/P-CS		P				
Marijuana testing facility*				P	P	P	P	p <sup>35</sup>	§27-1902 et. seq.
Medical marijuana testing facility*				P	P	P	P	p <sup>35</sup>	§27-1902 et. seq.
<b>Medical</b>									
Hospitals			P-CS		p <sup>15</sup>				
Medical offices	P	P	P/P-CS		P		P	P	
<b>Services</b>									
Automotive, electronic, and machinery repair services	S <sup>5</sup>			P			S <sup>5</sup>		
Day Spa					S				
Personal and household goods repair	P	P	P/P-CS <sup>3</sup>	S		P	P	P	
Personal services	P	P	P/P-CS	S		P	P	P	
<b>Retail</b>									
Neighborhood convenience store	P/S <sup>10</sup>	P	P-CS	S		P	P	P	
Retail Trade	P/S <sup>10</sup>	p <sup>33</sup>	P-CS	P		p <sup>34</sup>	p <sup>34</sup>	p <sup>33</sup>	
Outdoor sales, display and services	S <sup>25</sup>						S <sup>25</sup>	S <sup>25</sup>	
Marijuana store*						P			§27-1902 et. seq.
Medical marijuana store*						P			§27-1902 et. seq.
Marijuana dispensary, without on-site cultivation*						P			§27-1902 et. seq.
<b>Restaurant and Entertainment</b>									
Restaurants	P/S <sup>11</sup>	P	P-CS <sup>6</sup>	S	S <sup>19</sup>	p <sup>19</sup>	P	P	
Clubs		P						P	
<b>Lodging</b>									
Lodging establishment, large-scale	p <sup>24</sup>	p <sup>24</sup>	P-CS <sup>7</sup>	S	S <sup>7</sup>	P	P	P	
Lodging establishment, small-scale	p <sup>24</sup>	p <sup>24</sup>	P-CS <sup>7</sup>	S	S <sup>7</sup>	P	P	P	
<b>Vehicle and Transportation</b>									
Automotive filling stations				P			S <sup>5</sup>	S <sup>5</sup>	
Car washes				P			S <sup>5</sup>	S	
Motor vehicle sales				P			S <sup>17</sup>		
Transportation termini				P				P	
Passenger shuttle service facility							S		
Auto rental facility							S		
Marinas		P						P	

<b>Table B.1</b> <b>Allowable Land Uses in Mixed-Use/Commercial Districts</b>	P	Permitted Uses							
	S	Special Exception Uses							
	*	Use-specific standards apply							
	P-CS	Special Permitted Uses in the CS Zone (see §27-746 and §27-747)							
	<sup>1</sup>	Notes and details provided per zone by footnote							
Land Use	Zoning District								Municipal Code Special Standards
	LB	SP	CS <sup>32</sup>	CG	PO	CCRT	CCR	C	
<b>Manufacturing and Industrial</b>									
Cottage industry	S	S						S	
Food manufacturing		S		S				S	
Light industrial		S <sup>3</sup>		S <sup>3</sup>				S <sup>3</sup>	
Marine uses		P/S <sup>12,35</sup>						S <sup>35</sup>	
Marijuana manufacturing facility*				P	P	P	P	S <sup>35</sup>	§27-1902 et. seq.
Medical marijuana manufacturing facility*				P	P	P	P	S <sup>35</sup>	§27-1902 et. seq.
Warehousing / distribution facilities		S		P			P <sup>16</sup>	P	
Self-service storage facility				P			P <sup>16</sup>	P	
Wholesale trade				P					
Storing and handling petroleum products		P <sup>30</sup>						P <sup>28,35</sup>	
Extractive industry				S <sup>27</sup>				S	
<b>Other</b>									
Accessory uses	P	P	P/P-CS/ S <sup>1</sup>	P	P	P	P	P	
Mobile Vending Units	P	P	P	P	P	P	P	P	§14-104(e)
Stationary Vending Units	P	P	P	P	P	P	P	P	§27-1522
Adaptive Reuse*	S	S	S	S	S	S	S	S	§27-1591 et seq.
<b>Notes:</b>									
1. [RESERVED]									
2. [RESERVED]									
3. Not inclusive of any prohibited uses identified in Sec. 27-964.									
4. Not including branch banks or facilities for drive-through customer transactions.									
5. Provided that gasoline pumps or other service appliances shall not extend nearer than fifty (50) feet to the street line; and provided that no unlicensed vehicles, or junked or wrecked vehicles, shall be allowed to be parked or stored on-site, and no trucks, trailers, or buses shall be allowed to remain parked on-site unless being worked upon or being serviced by employees of the station, and upon such conditions as the Planning Board may impose to further the intent and purpose of this Chapter, including: (1) A limitation on the type and scope of work which may be performed at the station, in order to minimize, reduce or eliminate noxious or hazardous uses, or other kinds of nuisances or uses incompatible with neighboring uses; and (2) A limitation on the hours of operation, and the number of vehicles which may be serviced during the allowed hours of operation; and (3) A requirement that the site be landscaped or contain one or more buffers to provide adequate protection to neighboring properties from detrimental visual or other features of the use.									
6. Provided that there shall be no drive-in, takeout, or fast-food restaurants; and provided further that no restaurant allowed hereunder shall be open between the hours of 1:00 a.m. and 6:00 a.m. without the prior approval of the Planning Board. No request for operation between the hours of 1:00 a.m. and 6:00 a.m. shall be approved unless the applicant demonstrates to the satisfaction of the Planning Board that such hours of operation will not result in excessive noise, unsafe or congested traffic circulation, or other adverse impact upon neighboring properties.									
7. With a minimum of four (4) floors above the ground surface.									
8. Exclusive of mental care.									
9. Monopole towers only.									
10. Permitted use if the use does not include gasoline filling stations and outdoor sales and service; provided such facilities may not be open to the public between the hours of 12:00a.m. and 6:00a.m. If outdoor sales and service is proposed or if extended hours are proposed, the use shall be reviewed as a special exception use. In no case shall the use include gasoline filling stations.									
11. Restaurants and other places for the serving of food or beverages may be considered permitted use, provided, however, such facilities may not be open between the hours of 1:00 a.m. and 6:00 a.m. If extended hours are proposed, the restaurant shall be reviewed as a special exception use.									
12. Only when used for permitted or special exception uses of this zoning district.									
13. [RESERVED]									
14. Combined residential and recreational complexes, including associated clubhouses and services are allowed as special exception uses on parcels with a minimum of one hundred (100) acres. Services shall include, but not be limited to, golf driving ranges and retail trade associated with recreational complexes located in Professional Office District (PO), provided that the following standards are met: (a) The maximum size of the retail use or uses shall not exceed 15,000 square feet in the aggregate; (b) The exterior material of the building(s) containing a retail use or uses shall consist of brick, architectural stone, or other similar material equivalent in quality to the exterior treatments of a majority of the other buildings in the PO zoning district. The use of metal or vinyl siding is specifically prohibited; (c) Sec. 27-761(d)(ii & iii) notwithstanding, a single sign is permitted at an entrance to a lot containing a retail use provided it is a ground sign no more than ten (10) feet in height and no more than eighty (80) square feet in area. For the purposes of this section, a ground sign is a freestanding sign in which the entire bottom is in contact with or is close to the ground.									
15. Provided that no veterinary office shall include an animal hospital or kennel.									

Table B.1 Allowable Land Uses in Mixed- Use/Commercial Districts	P	Permitted Uses							
	S	Special Exception Uses							
	*	Use-specific standards apply							
	P-CS	Special Permitted Uses in the CS Zone (see §27-746 and §27-747)							
	<sup>1</sup>	Notes and details provided per zone by footnote							
Land Use	Zoning District								Municipal Code Special Standards
	LB	SP	CS <sup>32</sup>	CG	PO	CCRT	CCR	C	
16. Wholesale Trade and Warehousing/Distribution Facilities in the CCR district shall only be permitted on parcels that abut properties within the Light Industrial (IL) Zoning District.									
17. In the CCR zone, limited used motor vehicle sales may be allowed as an accessory use to new motor vehicle sales facilities, noting that the Planning Board may impose conditions to further the intent and purpose of this Chapter, including: (a) a limitation on the number and location of new and used cars stored and displayed on the site; (b) a limitation on the maximum percentage of ground area which may be devoted to outdoor sales or display; (c) a requirement that such outdoor sales or display be restricted to a specific portion of the site; (d) a limitation on the hours of operation for, and the number of units included within, such outdoor sales or display; (e) a requirement that the site be landscaped or contain one or more buffers to provide adequate protection to neighboring properties from detrimental visual or other features of such outdoor sales or display, provided that any such buffer may contain a limited display area for motor vehicles as part of a site improvement plan approved by the Planning Board, which plan may impose limits on the number and type of motor vehicles allowed in the display area, and may require landscaping, lighting, stone walls, or similar features.									
18. So long as the building is fully enclosed.									
19. Excluding drive-throughs.									
20. Subject to the design standards in Sec. 27-1572 et seq. and Chapter 32 pesticide restrictions..									
21. Site Plan approval by the Planning Board is required.									
22. Cable television facilities in existence on February 1, 1997 or for which an application has been submitted to the City by February 1, 1997, including studios and other buildings, structures or uses necessary or accessory to the operation of a cable television system, provided that such system be operated under a franchise from the City of South Portland. Cable television signal towers and transmitters in existence as of February 1, 1997 or for which an application has been submitted to the City by February 1, 1997, also are permitted; the installation after that date on such towers of telecommunication antennas, involving transmission as well as reception of radio waves, for public radio service, or common carrier services, is not permitted.									
23. On lots greater than or equal to three (3) acres.									
24. Including a maximum of two (2) dwelling units for resident operators of the lodging establishment.									
25. Other than accessory uses as defined in Sec. 27-201, subject, in addition to other ordinance requirements, to the following terms and conditions: (1) The Planning Board may limit the percentage of area coverage; (2) The Planning Board may restrict the outdoor sales, display, and services to a specific portion of the lot in question; (3) The Planning Board may limit the time and/or number of units involved in such outdoor sales, display or service.									
26. [RESERVED].									
27. Provided that a buffer of at least 200 feet shall be maintained along all lot lines; that on-site roadways shall be surfaced to prevent tracking of earth materials onto public ways; that the applicant submits an operations plan identifying the locations of and anticipated beginning and ending dates for each phase of the quarry operation; and that the applicant submits a reclamation plan detailing the method and scheduling of land and vegetative restoration activities necessary to restore the condition and appearance of the site to its condition and appearance prior to the quarry operation; and upon such conditions as the Planning Board may impose to further the intent and purpose of the Chapter, including a requirement that no quarry operation continue after a date certain, unless earlier extended by the Planning Board in accordance with the standards and requirements of this Chapter then in effect, and also including a requirement that the quarry operation comply with the provisions of Sec. 27-1546(c) to the extent such provisions do not conflict with this subsection.									
28. As noted in Sec. 27-1517; provided, however, that any such storing and handling of petroleum and/or petroleum products shall not include the bulk loading of crude oil onto any marine tank vessel. The use does not include automobile filling stations.									
29. [RESERVED]									
30. Subject to the provisions of Sec. 27-1517; excluding automobile filling stations.									
31. Residential uses in located in air space above other permitted uses and at net densities not less than ten (10) or more than seventeen (17) dwelling units per acre. The minimum space and bulk regulations of a G District shall apply.									
32. Any permitted use (P) shall only be permitted on tracts or parcels of land under five (5) acres in size existing on or before September 21, 1987. Any special permitted use (SP) shall only be permitted if developed per the requirements of Sections 27-746 and 27-747.									
33. Exclusive of junkyards and salvaging operations.									
34. Not including outdoor sales or display except as an accessory use, and not including new or used motor vehicle sales facilities.									
35. The use shall not be located within the following Comprehensive Plan Key Land Use Policy Areas: a) Land Use Designation #1, <i>Pleasantdale-Buttonwood Community Commercial Hub</i> Land Use Designation, as shown in Fig. 6.4, Land Use Designations Broadway from Mill Creek to Cash Corner, of the 2012 Comprehensive Plan; b) Land Use Designation #2, <i>Limited Office-Service</i> Land Use Designation, as shown in Fig. 6.6, Land Use Designations Main Street Corridor (North End), of the 2012 Comprehensive Plan; c) Land Use Designation #3, <i>Office-Service</i> Land Use Designation, as shown in Fig. 6.6, Land Use Designations Main Street Corridor (North End), of the 2012 Comprehensive Plan; and d) Land Use Designation #4, <i>Cash Corner Planned Commercial Mixed-Use</i> Land Use Designation, as shown in Fig. 6.6, Land Use Designations Main Street Corridor (North End), of the 2012 Comprehensive Plan.									
36. Allowed only on or within existing high voltage electrical transmission towers, and extending no more than 35' above the top of the electrical transmission tower.									
37. [RESERVED]									
38. Including branch banks.									

# SALE/LEGAL DOCS



**Terms and Conditions of Sale**  
**Foreclosure Auction**  
**95-97 Darling Avenue, South Portland, Maine**  
**Wednesday, January 28, 2026**

1. Date/Place of Sale: The Mortgagor's rights in the land and improvements as described in the Notice of Mortgagee's Sale of Real Estate (the "Property") shall be sold, subject to these terms and conditions. The public sale was noticed for Wednesday, January 28, 2026 at 95-97 Darling Avenue, South Portland, Maine. The sale will begin at 11:00 a.m.
2. Terms of Sale:
  - a. The sale is subject to all of those terms set forth in the Notice of Mortgagee's Sale of Real Estate and including, but not limited to, the terms set forth below. Additional terms may be announced orally at the time of the sale.
  - b. The Property will be sold "**AS IS, WHERE IS, AND WITH ALL FAULTS.**" Norway Savings Bank (the "Seller") assumes that bidders have inspected the Property prior to the sale and carefully reviewed the terms in the Purchase and Sale Agreement, a copy of which is available from the auctioneer and is expressly incorporated by reference as if fully stated herein. The Seller, its agents and subagents, assume no liability for errors or omissions in these Terms and Conditions of Sale or in any of the listings or advertising materials, or in any representations made by any party. Although information has been obtained from sources deemed reliable, the auctioneer makes no guarantees as to the accuracy of the information herein contained or in any other listing or advertising materials. Any information provided regarding the Property is for informational purposes only, and cannot be relied upon for any purpose. No representations or warranties are made regarding any matter including, without limitation, the accuracy or completeness of any information or materials provided or any comments made by the auctioneer or by the Seller or by any other party, regarding the environmental, structural or mechanical condition of the Property.
  - c. A deposit to bid of **\$50,000.00** must be left with the auctioneer prior to the sale. The deposit must be in the form of Certified U.S. Funds, made payable to the auctioneer and increased to 10% of the purchase price within two (2) days of the public sale. The deposit to bid is nonrefundable as to the high bidder. Unsuccessful bidders' deposits will be returned immediately after the auction.
  - d. The balance of the purchase price will be due at the Closing of the sale of the Property, which shall occur on or before **forty-five (45) days** from the date of the public sale. At the Closing, the Buyer shall pay the balance of the purchase price, in certified U.S. funds.
  - e. The Property will be conveyed will be by Quitclaim Deed Without Covenant.
  - f. The sale is subject to all of the terms set forth in the Purchase and Sale Agreement, the form of which is included in the Property Information Package.
  - g. If Buyer fails to pay the purchase price in full within the time set forth herein and/or fails to comply with any of the provisions of the Purchase and Sale Agreement, Seller and Auctioneer, in addition to all other remedies allowed by law or equity, may retain the full deposit as damages. In addition, the Property may be resold in any manner determined by the Seller, in its sole judgment and discretion, and to any party. Any deficiency, together with all expenses and costs of resale (including attorney's fees) will be paid by the defaulting Buyer. If the Buyer defaults under the Purchase and Sale Agreement, in addition to other remedies, the Seller shall have the right to assign the BUYER'S rights under the Purchase and Sale Agreement to a third party.

h. The Seller and the auctioneer reserve the right, and subject to applicable provisions of Maine Law, to: (i) refuse to accept any irregular bids or bids that do not comply with the terms of sale; (ii) hold periodic recesses in the sale process; (iii) amend the terms of sale orally or in writing, as they deem to be in the best interest of the Seller.

i. A record of bidding will be maintained by the Seller and/or the auctioneer for their own use.

j. Seller, and its assigns, reserves the right to bid without making the required deposit and, if Seller, or its assigns, is the high bidder, to pay for the Property with a credit against the debt owed to it.

3. Auction Procedure: Open and verbal. Unless otherwise stated, announcements made on the day of the sale will be subject to all printed material. The method, order of sale, and bidding increments shall be at the sole discretion of the auctioneer. The auctioneer will acknowledge the high bidder at the conclusion of the sale. The high bidder (except for the Seller) will be required to enter into a purchase and sale agreement with the Seller at the conclusion of the auction.

4. Disclaimer: Pursuant to and consistent with Paragraph 4 of the Purchase and Sale Agreement, all bidders are invited to inspect the Property and the public records pertaining thereto prior to making a bid. No warranties, guarantees or representations of any kind are made, and all warranties are disclaimed with respect to any improvements located on the Property, including improvements located underground, the location and/or boundaries of the Property or improvements thereon, title to the Property, environmental compliance, or compliance with any applicable zoning, land use or hazardous waste regulations, laws or ordinances. The Buyer shall assume responsibility and expense for any title search, title examination or title insurance. THE SELLER/AUCTIONEER EXPRESSLY AND SPECIFICALLY MAKES NO, AND SHALL MAKE NO, REPRESENTATIONS OR WARRANTIES REGARDING HAZARDOUS OR TOXIC WASTE, SUBSTANCES, MATTERS OR MATERIALS, AS THOSE TERMS MAY BE DEFINED FROM TIME TO TIME BY APPLICABLE STATE, LOCAL AND FEDERAL LAWS, STORED OR OTHERWISE LOCATED ON THE PROPERTY.

5. Risk of Loss: The risk of loss with respect to the Property shall be with the Buyer until the Closing shall occur.

6. Possession: Buyer shall only be entitled to possession at closing as set forth in the Purchase and Sale Agreement.

7. Applicable Law: You have signed a written binding contract agreeing to the Terms and Conditions of Sale, and understand that any bid you make falls under the Maine Auction Law, Title 11, Section 2-328 of the Uniform Commercial Code, and the Statute of Frauds. Maine auctions are under the jurisdiction of the State of Maine Department of Professional and Financial Regulations, Board of Licensure of Auctioneers, 35 State House Station, Augusta, Maine, 04330.

8. Bidder's Card: By signing for a bid number, the bidder has signed a written and binding contract agreeing to all of the terms and conditions set forth herein. If you do not agree with any of the terms or conditions set forth above, please return your bid number to the auctioneer immediately.

9. Absentee Bids: Absentee or Proxy Bids are subject to all Terms and Conditions of Sale as listed herein or announced at the public sale. Any party submitting a proxy bid must be available, or have a representative available, to execute a Purchase and Sale Agreement at the time of the Sale, and such representative must provide documentation satisfactory to Auctioneer and/or Seller that the representative is duly and appropriately authorized to act on behalf of the parties submitting the proxy bid.

10. Conflict With Purchase and Sale Agreement: In the event of a conflict between these Terms and Conditions of Sale and the terms of the Purchase and Sale Agreement executed by the Seller and the successful bidder, the Purchase and Sale Agreement shall control.

**PURCHASE AND SALE AGREEMENT**  
**95-97 Darling Avenue, South Portland, Maine**

AGREEMENT made this \_\_\_\_ day of January, 2026, by and between Norway Savings Bank ("Norway"), as mortgagee foreclosing under Power of Sale contained certain First Priority Mortgage and Security Agreement given by Fork Food Hub, L3C (the "Mortgagor") to Norway dated April 27, 2023 and recorded in the Cumberland County Registry of Deeds (the "Registry") in Book 40094, Page 312 (the "Mortgage"), of which Mortgage, Norway continues to be the present holder, (hereinafter called "Seller" and \_\_\_\_\_ (hereinafter called "Purchaser").<sup>1</sup>

In consideration of the covenants hereinafter set forth, Purchaser and Seller hereby agree as follows:

1. Purchase and Sale. Seller agrees to sell to Purchaser and Purchaser agrees to buy from Seller, for the price and upon the terms and conditions hereinafter set forth, the land and improvements, if any, located at 95-97 Darling Avenue, South Portland, Maine, being more particularly described in the sample quitclaim deed attached hereto as Exhibit A (the "Property"). Such Purchase and Sale is subject to the terms of sale set forth in the Mortgagee's Notice of Sale of Real Estate, a copy of which is attached hereto as Exhibit B and made a part hereof and to the Terms and Conditions of Sale contained therein and as may have been announced at the sale, and those are made a part hereof. Purchaser hereby acknowledges that Purchaser has carefully read and understands Exhibits A and B attached hereto. Purchaser was the high bidder.

2. Purchase Price. The total Purchase Price for the Property shall be \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), payable as follows:

(a) Seller acknowledges receipt of Purchaser's pre-auction deposit of \$50,000. Within 2 calendar days of execution of this Agreement, and if said \$50,000 is less than 10% of the Purchase Price, Purchaser shall additionally deposit an amount such that Seller holds a deposit from Purchaser equal to at least ten (10%) percent of the Purchase Price, to bring the total Deposit up to a sum of money equal to ten (10%) percent of the Purchase Price. The Deposit (both the initial Deposit and any subsequent Deposit required under this Agreement) shall be non-refundable under all circumstances, other than a refusal of Seller to convey the Property to Purchaser (for which breach Purchaser's sole remedy shall be the return of all Deposits, Purchaser hereby waiving all other remedies including the remedy of specific performance) but shall be applied to the Purchase Price if the Purchaser closes on-time as set forth in this Agreement, time being of the essence.

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<sup>1</sup> If Norway, the foreclosing mortgagee, is the highest bidder or becomes the highest bidder by failure of a bidder/Purchaser to perform the obligations of the Purchase and Sale Agreement, a Purchase and Sale Agreement need not be executed. 14 M.R.S. § 6203-A(5).

(b) At Closing, Purchaser shall pay Seller the balance of the purchase price in cash or by certified or bank cashier's check. Purchaser shall only be entitled to possession at closing. The Property may be occupied by third parties at the time of the sale and closing, and the Property is sold subject to any claims such third parties may have to continue possession.

3. Closing. Closing shall occur on or before March 16, 2026, at 1:00 PM, at the offices of Preti Flaherty, LLP, One City Center, Portland, Maine, or shall occur at any other time, date and/or other place as may be mutually agreed upon in writing (email is acceptable) by the parties hereto.

4. Conveyance; Title. At the Closing, Seller shall execute and deliver to Purchaser a good and sufficient quitclaim (release) deed in the form attached hereto as Exhibit A. Purchaser will assume the expense of any title search, title opinion and title insurance. The Property is sold "as is" and "where is" with all existing defects and without any warranties of any kind as to fitness for a particular purpose or MERCHANTABILITY. For the avoidance of doubt, regarding both real property and improvements or fixtures thereon, and also all personal property related thereto, SELLER IS NOT MAKING ANY REPRESENTATIONS OR WARRANTIES (INCLUDING NO WARRANTIES OF MERCHANTABILITY, HABITABILITY OR FITNESS FOR A PARTICULAR PURPOSE), AND PURCHASER IS ACQUIRING THE PROPERTY IN ITS "AS-IS" PHYSICAL CONDITION, ACKNOWLEDGING PURCHASER'S OPPORTUNITY TO INSPECT THE PROPERTY, AND PURCHASER AGREES TO TAKE THE PROPERTY "AS IS" WITH ALL FAULTS AND CONDITIONS THERETO. PURCHASER SHALL NOT RELY ON ANY INFORMATION PROVIDED BY SELLER (WHETHER WRITTEN OR VERBAL), BUT RATHER, PURCHASER SHALL RELY ONLY ON ITS OWN INSPECTION OF THE PREMISES. ANY INFORMATION PROVIDED BY SELLER IS AS A COURTESY ONLY AND NO REPRESENTATION OR WARRANTY IS MADE AS TO THE ACCURACY OF THE SAME. ACCORDINGLY, PURCHASER'S ELECTION TO CLOSE PURSUANT TO THE PROVISIONS OF THIS AGREEMENT SHALL CONSTITUTE PURCHASER'S ACKNOWLEDGMENT AND AGREEMENT TO THE FOLLOWING: (I) PURCHASER HAS REVIEWED, EVALUATED AND HAS CONDUCTED ALL INSPECTIONS, INVESTIGATIONS, TESTS, ANALYSES, APPRAISALS AND EVALUATIONS OF THE PROPERTY (INCLUDING FOR TOXIC OR HAZARDOUS MATERIALS, SUBSTANCES OR WASTES (DEFINED AND REGULATED AS SUCH PURSUANT TO THE RESOURCE CONSERVATION AND RECOVERY ACT, THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OR ANY SIMILAR LAWS AND ALL REGULATIONS ISSUED THEREUNDER)) AS IT CONSIDERS NECESSARY OR APPROPRIATE TO SATISFY ITSELF FULLY WITH RESPECT TO THE CONDITION AND ACCEPTABILITY OF THE PROPERTY (ALL OF SUCH INSPECTIONS, INVESTIGATIONS AND REPORTS BEING HEREIN COLLECTIVELY CALLED THE "INVESTIGATIONS"); (II) TO THE EXTENT POSSIBLE, SELLER HAS PERMITTED PURCHASER FULL AND UNFETTERED ACCESS TO THE PREMISES NECESSARY FOR PURCHASER TO MAKE AN INFORMED DECISION TO PROCEED WITH THE CLOSING PURSUANT TO THE TERMS OF THIS AGREEMENT; AND (III) PURCHASER HAS COMPLETED ITS DUE DILIGENCE WITH RESPECT TO THE PROPERTY TO ITS SATISFACTION, IS THOROUGHLY FAMILIAR

WITH THE PHYSICAL CONDITION OF THE PREMISES AND ANY FIXTURES OR NON-FIXTURE ASSETS USED IN CONJUNCTION THEREWITH, AND IS ACQUIRING THE PREMISES BASED SOLELY UPON ITS OWN INVESTIGATIONS AND INSPECTIONS OF THE PROPERTY. The terms of this section shall survive any closing and shall not merge into the deed to the extent necessary to give effect to Purchaser taking the Property and improvements thereon in as-is, where-is condition. Further, without limiting the generality of the foregoing, Seller expressly disclaims any representation or warranty as to the status or condition of the real property, or improvements, or any personal property conveyed with the real estate, including as to compliance with any federal, state, municipal or local statutes, laws, rules, regulations or ordinances, including, without limitation, those pertaining to land use (or permits issued in connection therewith), zoning, lead paint, urea formaldehyde foam insulation, asbestos, hazardous or toxic wastes or substances, pollutants, contaminants or other environmental matters and no warranties, guaranties, or representations of any nature are made with respect to any improvements located on the Property, including improvements located underground, the location and/or boundaries, title, environmental compliance or compliance with any applicable zoning or land use laws, ordinances or regulations. The Purchaser will assume the risk of any defects, and the Purchaser expressly acknowledges and agrees that the Purchase Price reflects the "as is" condition of the Property and the assumption of all risks relating to undisclosed defects. Seller makes no representation regarding the title to the Property. The conveyance will be subject to all real estate taxes, transfer taxes, utilities, and sewer charges with respect to the Property, to be paid by Purchaser without proration. The Seller shall not be responsible for any costs or expenses with respect to the sale. This sale conveys as well any personal property subject to foreclosure, also AS IS, WHERE IS, with all existing defects and without any warranties of any kind as to fitness for a particular purpose or MERCHANTABILITY. Without limiting or replacing other provisions in this section, Seller makes no representations, however, concerning the actual ownership of any personal property which may be found on the real property subject to this Agreement, and Purchaser expressly assumes the responsibility and obligation of disposing of any items of personal property located at the Property which may be or have been owned by persons other than the obligors to Seller on the instruments foreclosed by the power of sale auction sale.

5. Notices. Any notice required or permitted hereunder shall be either hand delivered or mailed by certified mail, return receipt requested as follows:

To Purchaser:

\_\_\_\_\_  
\_\_\_\_\_

To Seller:

Adam J. Shub, Esq.  
Preti Flaherty LLP  
One City Center  
P.O. Box 9546  
Portland, ME 04112-9546

6. Representations and Warranties of Purchaser. As a material inducement to Seller entering into this Agreement with Purchaser, the Purchaser represents and warrants to Seller the

following is true now, and will continue to be true through closing (or such period thereafter as may be relevant to a particular representation or warranty noted below):

- a) If Purchaser is an entity other than a natural person, Purchaser is in good standing in the state of its organization;
- b) The execution of this Agreement by Purchaser is duly authorized and legally binding action of Purchaser;
- c) The performance by Purchaser hereunder will not violate any material agreement, document, or instrument by which Purchaser is bound;
- d) No further consent is required in connection with the execution and delivery of, or performance by, Purchaser under this Agreement;
- e) Purchaser is not insolvent under any meaning of the word, or any similar word, and will remain in such state through the duration of the expiration of any clawback or avoidance period post-closing;
- f) **Purchaser, and any of its affiliates, subsidiaries, members, owners, shareholders, or any of the like, are not,** and shall not be at any time, a person with whom the Lenders are restricted from doing business under the regulations of the Office of Foreign Asset Control (“OFAC”) of the Department of Treasury of the United States of America (including, those Persons named on OFAC’s Specially Designated and Blocked Persons list) or under any statute, executive order (including, the September 24, 2001 Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action and is not and shall not engage in any dealings or transactions or otherwise be associated with such persons. In addition, the Purchaser hereby agrees to provide to the Seller any information that the Seller deems necessary from time to time in order to ensure compliance with all applicable laws concerning money laundering and similar activities; and
- g) Neither Purchaser nor any principal of Purchaser who owns a 25% or greater direct or indirect ownership interest in Purchaser is a person or entity described by Section 1 of Executive Order 13224, and neither Purchaser nor any such principal of Purchaser engages in any dealings or transactions, or is otherwise associated, with any such persons or entities including the governments of Cuba, Iran, North Korea, Syria, and the Crimea, Donetsk, Luhansk, Zaporizhzhia and Kherson regions.”

7. Miscellaneous. This Agreement shall be binding upon the heirs, successors, personal representatives, and assigns of the parties hereto. This Agreement and the attached Exhibits A and B constitute the entire agreement of the parties concerning the subject matter hereof and supersedes all prior communications, understandings, discussions, representations,

warranties, covenants or agreements which are integrated herein; and any modification or amendment hereto shall be in writing, signed by the parties hereto. The Purchaser acknowledges and agrees that it has not relied on information, promises, inducements, or representations of any kind from Seller, its officers, employees, or agents for purposes of entering into this Agreement. This Agreement may be executed in counterparts. Time is of the essence to this Agreement. This Agreement shall be interpreted in accordance with the laws of the State of Maine.

IN WITNESS WHEREOF, the parties hereto, hereunto duly authorized, have executed and delivered this Agreement as of the day and year first above written.

**NORWAY SAVINGS BANK**

By: \_\_\_\_\_  
Carolyn Thomas  
Its Senior Vice President, Risk Officer

**PURCHASER:**

\_\_\_\_\_

EXHIBIT A  
TO PURCHASE AND SALE AGREEMENT

**QUITCLAIM DEED WITHOUT COVENANT**

**NORWAY SAVINGS BANK** with a mailing address of P.O. Box 347, 261 Main Street, Norway, Maine 04258, for consideration paid, releases to

\_\_\_\_\_, a \_\_\_\_\_ with a mailing address of \_\_\_\_\_, any and all right, title and interest in and to the real property, together with any improvements thereon, located at 95-97 Darling Avenue, South Portland, Maine, more particularly bounded and described on **Exhibit 1** hereto.

The premises are conveyed subject to the following items:

- a. Any and all municipal, state, or federal laws, regulations, and ordinances including, without limitation, permits and approvals heretofore issued by any federal, state, or municipal government authority (compliance with, application for the transfer of any such permits, or approvals shall be the sole responsibility of the Purchaser).
- b. Any and all encumbrances and easements of record and any governmentally imposed or required zoning, subdivision, environmental, and other land use restrictions.
- c. Any condition which a physical examination or adequate survey of the property might reveal.
- d. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by a law, and which may or may not be shown by the public records
- e. The rights of tenants and persons in possession, if any.
- f. All outstanding municipal fees and charges, including water and sewer and municipal taxes, including those which constitute liens encumbering the mortgaged property.
- g. Any and all conditions shown on any recorded plans of all or a portion of the property (if any).

This deed is granted through a foreclosure sale held pursuant to 14 M.R.S. §6203-A. A Notice of Sale stating the time, place and terms of the sale was published on December 16, 2025, December 23, 2025, and December 30, 2025 in The Portland Press Herald a newspaper of general circulation for Cumberland County, Maine, and South Portland, Maine, where the premises is located. The grantee was the highest bidder. Additional reference is made to the Affidavit of Foreclosure Sale recorded in the Cumberland County Registry of Deeds within 30 days of the delivery of deed.

IN WITNESS WHEREOF, Norway Savings Bank has caused this instrument to be signed by its undersigned officer, duly authorized, this \_\_\_\_ day of \_\_\_\_\_, 2026.

**NORWAY SAVINGS BANK**

By: \_\_\_\_\_  
Carolyn Thomas  
Its Senior Vice President, Risk Officer

STATE OF MAINE  
CUMBERLAND, ss

\_\_\_\_\_, 2026

Personally appeared the above-named \_\_\_\_\_,  
\_\_\_\_\_ of Norway Savings Bank and acknowledged before me the  
foregoing instrument to be his/her free act and deed in his/her said capacity and the free act and  
deed of Norway Savings Bank.

\_\_\_\_\_  
Notary Public/ Attorney-at-Law  
Printed Name: \_\_\_\_\_  
Commission Expires: \_\_\_\_\_

EXHIBIT 1 TO QUITCLAIM DEED

95-97 Darling Avenue, South Portland

A certain lot or parcel of land, with the buildings and improvements thereon, located on Darling Avenue, South Portland, Cumberland County, Maine, being shown as Lot L and Lot C on a plan made for Greater Portland Building Fund by H.I. & E.C. Jordan, dated May 24, 1976, recorded with Cumberland County Registry of Deeds, Plan Book 113, Page 58, bounded and described as follows:

BEGINNING at a point near found 5/8-inch rebar on the southwesterly side of Darling Avenue at the southeasterly corner of land now or formerly owned by the Trustees of Cook Management Trust by a deed dated May 24, 1993 and recorded at said Registry in Book 10760, Page 74;

THENCE S 11° 30' 02" E by and along Darling Avenue, a distance of 250.48 feet to land now or formerly owned by Central Maine Power Company by a deed dated July 22, 1966, recorded with said Registry, Book 2967, Page 390;

THENCE S 62° 56' 27" W by and along said land of Central Maine Power Company, a distance of 452.79 feet to land now or formerly owned by Maine Mall Associates by a Deed recorded at said Registry, Book 6844, Page 281, or owners unknown;

THENCE N 14° 07' 32" W by and along said land of Maine Mall Associates or owners unknown, a distance of 372.32 feet to a 5/8-inch iron rebar found with cap #2147 set 4 inches high in 1995 at the southwesterly corner of said land of the Trustees of Cook Management Trust;

THENCE N 78° 29' 58" E by and along said Trust land, a distance of 453.25 feet to the point of beginning.

The above courses are based on a magnetic bearing observed in April, 1995, by Sebago Technics, Inc.

EXHIBIT B  
TO PURCHASE AND SALE AGREEMENT

**[NOTICE OF MORTGAGEE'S SALE RECORDED IN CUMBERLAND COUNTY  
REGISTRY OF DEEDS BOOK 41942, PAGE 239]**

**NOTICE OF MORTGAGEE'S SALE OF REAL ESTATE****95-97 Darling Avenue, South Portland, Maine****11:00 A.M. January 28, 2026**

By virtue of and in execution of the power of sale contained in a certain First Priority Mortgage and Security Agreement given by Fork Food Hub, L3C (the "Mortgagor") to Norway Savings Bank ("Norway") dated April 27, 2023 and recorded in the Cumberland County Registry of Deeds (the "Registry") in Book 40094, Page 312 (the "Mortgage"), of which Mortgage, Norway continues to be the present holder, for breach of the conditions of the Mortgage and for the purpose of foreclosing the same, the property described in said Mortgage, reference to which Mortgage is made for a complete description of the real estate and further described in that certain deed into Mortgagor recorded in the Registry in Book 40094, Page 309, commonly known as 95-97 Darling Avenue, South Portland, Maine, will be sold at public sale at 11:00 A.M. on January 28, 2026. The public sale will be held at the mortgaged property at 95-97 Darling Avenue, South Portland, Maine.

The foregoing premises shall be conveyed subject to the following items:

- a. Any and all municipal, state, or federal laws, regulations, and ordinances including, without limitation, permits and approvals heretofore issued by any federal, state, or municipal government authority (compliance with, application for the transfer of any such permits, or approvals shall be the sole responsibility of the Purchaser);
- b. Any and all encumbrances and easements of record and any governmentally imposed or required zoning, subdivision, environmental, and other land use restrictions;
- c. Any condition which a physical examination or adequate survey of the property might reveal;
- d. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by a law, and which may or may not be shown by the public records;
- e. The rights of tenants and persons in possession, if any;
- f. All outstanding municipal fees and charges, including water and sewer and municipal taxes, including those which constitute liens encumbering the mortgaged property; and
- g. Any and all conditions shown on any recorded plans of all or a portion of the property (if any).

TERMS OF SALE:

THE PROPERTY HEREINABOVE DESCRIBED IS BEING SOLD ON AN "AS IS" "WHERE IS" BASIS, WITHOUT ANY WARRANTY WHATSOEVER AS TO THE CONDITION, FITNESS, SIZE, HABITABILITY, MERCHANTABILITY, OR LOCATION OF THE PROPERTY OR THE STATE OF TITLE TO THE PROPERTY OR THE IMPROVEMENTS OR FIXTURES THEREON OR THE PERSONAL PROPERTY RELATED THERETO.

Norway expressly reserves the right, in its sole discretion, to bid in amounts due and owing, or portions thereof, under the Mortgage and Second Mortgage (defined below), until the Mortgage and Second Mortgage are satisfied.

Interests junior to the Mortgage being foreclosed are, to the best of Norway's knowledge, as follows:

First Collateral Assignment of Leases and Rentals from Fork Food Hub, L3C to Norway Savings Bank dated April 27, 2023 and recorded in Book 40094, Page 334;

Second Priority Mortgage Deed and Security Agreement from Fork Food Hub, L3C to Norway Savings Bank in the amount of \$1,600,000 dated April 27, 2023 and recorded in Book 40095, Page 1 ("Second Mortgage");

Second Collateral Assignment of Leases and Rentals from Fork Food Hub, L3C to Norway Savings Bank dated April 27, 2023 and recorded in Book 40095, Page 23;

Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing from Fork Food Hub, L3C to Coastal Enterprises, Inc. dated April 27, 2023 in the amount of \$1,300,000 and recorded in Book 40095, Page 30; and

Assignment of Leases and Rents from Fork Food Hub, L3C to Coastal Enterprises, Inc. dated April 27, 2023 and recorded in Book 40095, Page 64.

Bid deposits of \$50,000 must be made by cash or certified check, each deposit made by any successful bidder is to be increased to ten percent (10%) of the purchase price, by cash or certified U.S. funds, not later than forty-eight (48) hours of the sale date. The high bidder, unless it is Norway, must sign a purchase and sale agreement with Norway, which agreement shall provide in part that the ten percent (10%) deposit is non-refundable and the closing of the sale shall be held within forty-five (45) days of the public sale where, upon presentation by Norway of the duly executed quitclaim assignment and assumption of interests in ground lease, the remaining balance of the purchase price will be due in cash or certified funds.

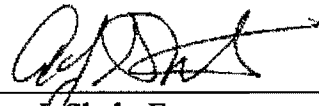
Norway expressly reserves the right to bid without making the required deposits, to modify the terms of the sale set forth above, to add additional terms as it so wishes, to authorize the Mortgagor to sell the property or any portion of it prior to the public sale date, or to cancel the public sale.

Other terms and conditions of sale, including any modification or additions to the terms set forth above, will be set forth in the auctioneer's materials and/or announced at the time of the sale.

For further information, please contact the auctioneer, Tranzon Auction Properties, (207) 775-4300, [www.tranzon.com](http://www.tranzon.com).

NORWAY SAVINGS BANK

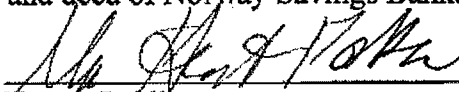
Dated: December 17, 2025

  
By: Adam J. Shub, Esq.  
Its: Attorney

STATE OF MAINE  
CUMBERLAND COUNTY

December 17, 2025

Personally appeared the above-named Adam J. Shub, in his capacity as attorney for Norway Savings Bank, and acknowledged before me the foregoing instrument to be his free act and deed in his said capacity and the free act and deed of Norway Savings Bank.

  
Notary Public

**Megan A. Hebert-Footer**

Notary Public, State of Maine  
My Commission Expires Sept. 18, 2029

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