



City of Auburn, Maine

Office of Economic & Community Development
www.auburnmaine.gov | 60 Court Street
Auburn, Maine 04210
207.333.6601

To: Auburn Zoning Board of Appeals

From: Eric J. Cousens, Deputy Director of Planning and Permitting

Re: Appeal of K. Alexander Visbaras, Esq. a representative for Aghra Capall LLC and Gary McFarland, sole member of the mentioned LLC. is appealing for a variance from the 10 acre minimum lot size requirement of the Agriculture and Resource Protection District. The intent of the appeal is to allow relief from the lot size requirement to allow for the maintenance and improvement of the existing residence and agricultural structures at 1863 Pownal Road, PID# 021-001 pursuant to Chapter 60, Article XV of the City of Auburn Zoning Ordinance.

Date: March 30, 2017

AUTHORITY/JURISDICTION

The Board has jurisdiction to hear Variance Appeals under Section 60-1187, Variance, which reads as follows:

- (a) The board of appeals may grant a variance from the dimensional regulations and supplementary district regulations contained in the zoning chapter where the strict application of the ordinance, or a provision thereof, to the petitioner or property would cause undue hardship based on:
 - (1) The land in question cannot yield a reasonable return unless the variance is granted;
 - (2) The need for a variance is due to the unique circumstances of the property and not to the general conditions in the neighborhood;
 - (3) The granting of a variance will not alter the essential character of the locality; and
 - (4) The hardship is not the result of action taken by the appellant or a prior owner.
- (b) In addition to the criteria in this section, in determining whether or not to grant a variance, the board shall also take into consideration the following:
 - (1) Fire, electrical and police safety requirements;
 - (2) The adequacy of the traffic circulation system in the immediate vicinity;
 - (3) The availability of an adequate water supply;

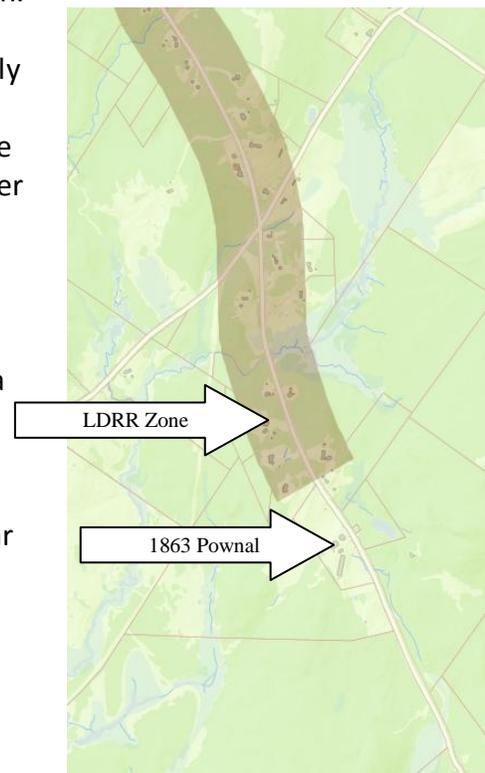
- (4) The availability of adequate sewerage facilities;
- (5) Would not violate the environmental standards or criteria contained in the Overlay Zoning Districts;
- (6) Would not adversely affect property adjoining the premises under appeal or nearby in the same neighborhood or in the same zoning district;
- (7) Would not endanger the public health, safety or convenience; and
- (8) Would not impair the integrity of the zoning chapter.

PROPOSAL

The City of Auburn has received a request from K. Alexander Visbaras, Esq. a representative for Aghra Capall LLC and Gary McFarland, sole member of the mentioned LLC. is appealing for a variance from the 10 acre minimum lot size requirement of the Agriculture and Resource Protection (AGRP) District. The intent of the appeal is to allow relief from the lot size requirement to allow for the maintenance and improvement of the existing residence and agricultural structures at 1863 Pownal Road, PID# 021-001 pursuant to Chapter 60, Article XV of the City of Auburn Zoning Ordinance.

The home was originally constructed around 1900 and is legally existing. The Minimum lot size in the AGRP zoning district is 10 Acres. The attached petition and request for appeal details how the lot size violation happened and the current situation. Staff believes that the homeowner and financial institutions relying on the described parcels for security on the loans fully intended to comply with the ordinance and retain legal 10 acre parcels in the event of foreclosure; There is no evidence of any incentive on the part of the owner or a previous owner to intentionally describe a parcel that would be illegal in the event of a foreclosure. The variance request is for the minimum lot size to be reduced to 8 acres. The parcel is described in the deed recorded at the Androscoggin County Registry of Deeds in Book 9422, Page 216 and according to a recent survey is 8.02 acres.

It is common in our rural areas to have a residential zone “strip” along existing roads with agricultural zone on the rear





City of Auburn, Maine

Office of Economic & Community Development
www.auburnmaine.gov | 60 Court Street
Auburn, Maine 04210
207.333.6601

land. Currently the residential strip in this area is Low Density Rural Residence (LDRR) and ends on the abutting parcel. The property owner, City Council, Planning Board and Staff recently worked to process a zoning amendment suggested by two City Councilors. Staff recommended approval of the amendment and there seems to be wide support for saving the historic home, however, the vote of the Planning Board and Council each failed by close votes.

Section 60-40. Of the City Ordinances states in part that “No lot (except as allowed by the planning board at the time of final approval of a subdivision or development plan) shall be reduced, subdivided, conveyed, divided or otherwise transferred that violates, or creates a lot that violates, any minimum or maximum dimensional regulation of this chapter.” It further states building permits cannot be issued to any of the land so transferred or to the land retained until all of such land or lots are in conformance with all dimensional regulations. The one exception is to resolve a serious health or safety issue with the property. Based on that provision, the zoning ordinance prohibits the City from issuing any permits for the repair, regular improvements and maintenance of the structures while a violation of the lot size requirement exists. From the beginning, staff recommended that the two property owners work together to swap land to correct the lot size violation; this option has been pursued by the current and previous owners and an agreement has proven to be unreachable. Now faced with the continued deterioration of the home as a likely outcome the owner has applied for a variance from the lot size standard as a last resort. If a variance is granted, it would resolve the lot size violation and allow for the existing home to be maintained and improved; it would not allow for any further development of additional homes.

The application details how the appellant believes the situation qualifies for a variance.

RECOMMENDATION: Staff recommends the following findings:

1. Unless the variance is granted by the City, the owner cannot obtain a permit for repair, improvement or maintenance of the existing structures. Without repair and improvement the property will continue to deteriorate and the property cannot yield a reasonable return.
2. The need for a variance is due to the unique circumstances of the property and not to the general conditions in the neighborhood. There is an established residentially zoned strip of land in the area that stops on the abutting parcel and excludes this parcel. There is an established residential development pattern along Pownal Road that includes the subject parcel. This is the only home within the established pattern that is not residentially zoned in the immediate area. If the residential strip continued for one additional parcel, this would not



City of Auburn, Maine

Office of Economic & Community Development
www.auburnmaine.gov | 60 Court Street
Auburn, Maine 04210
207.333.6601

be an issue and permits could be issued. The circumstances are unique to this property and the variance will allow the existing home to be maintained as it has been for over 100 years.

3. The granting of a variance will not alter the essential character of the locality as the structure will remain in the current location and could be appropriately maintained. This variance will preserve the existing character of the home and neighborhood and prevent the negative impacts to surrounding property values associated with deteriorated or vacant homes.
4. The hardship is not the result of action taken by the appellant or a prior owner. The applicant has demonstrated the hardship is not the result of action taken by the appellant or a prior owner. Evidence presented shows that the situation likely could not have been prevented by the appellant or the prior owners and was caused by foreclosure actions of others beyond their control.
5. The property is not located in the Shoreland zone.
6. In addition to the criteria in this section, in determining whether or not to grant a variance, the board has also taken into consideration the following and found that the proposal meets the requirements:
 - (1) Fire, electrical and police safety requirements; No Impact.
 - (2) The adequacy of the traffic circulation system in the immediate vicinity; No Impact.
 - (3) The availability of an adequate water supply; The existing well will continue to serve the structures.
 - (4) The availability of adequate sewerage facilities; The structure is served by a legally existing subsurface wastewater disposal system.
 - (5) Would not violate the environmental standards or criteria contained in the Overlay Zoning Districts;
 - (6) Would not adversely affect property adjoining the premises under appeal or nearby in the same neighborhood or in the same zoning district;
 - (7) Would not endanger the public health, safety or convenience; and
 - (8) Would not impair the integrity of the zoning chapter.

Based on the above findings, staff recommends approving the variance as requested.

Visbaras Law, LLC

K. Alexander Visbaras, Esq.
Attorney-At-Law

195 Center Street
Auburn, Maine 04210
email: oneica@visbaras.com

Phone: (207)376-3126
376-3127
Fax: (207) 783-4994
376-3198

March 21, 2017

City of Auburn
Board of Appeals
c/o Eric Cousens, Deputy Director of Economic and Community Development
60 Court Street
Auburn, ME 04210

RE: Property: 1863 Pownal Road, Auburn, ME
Owner: Aghra Capall LLC (Gary L. McFarland Sole Member)
Purpose: Petition for Dimensional Requirement Variance

Dear Board of Appeals:

The undersigned is counsel to Gary L. McFarland, the sole Member of the above named Maine limited liability company, which is the current owner of the property located at 1863 Pownal Road in Auburn. My client is submitting this petition to the Board of Appeals for a variance from the ten (10) acre dimensional requirement currently found in the Agricultural District under the Auburn Zoning Code. The current size of 1863 Pownal Road is approximately 8.1 acres. The history surrounding this property and how the current situation comes before you consists of a sometimes confusing set of events. Therefore, the following comprehensive summary will provide the Board with not only an accurate picture of how this parcel of land came to be, but also how these events, combined with the existing improvements on the property, comply with the statutory criteria which any dimensional variance request must meet.

The property at 1863 Pownal Road contains what we have been told is one of Auburn's oldest and in some ways most infamous buildings....Auburn's first house of ill repute, built over 100 years ago. It is a large and majestic structure, which unfortunately has fallen into significant disrepair, which my client is more than eager to undertake, both to preserve this piece of Auburn's past, but more importantly, to restore it for use as his personal residence and to board horses on the property, and not for any development or subdivision activity of any type. This home and its history will ultimately be lost forever, and my client's investment in the property lost as well, if this variance petition is not granted.

City of Auburn
Board of Appeals
c/o Eric Cousens
March 21, 2017
Page 2

The relevant history of the property is as follows: Carol and John Flink purchased the current 1863 Pownal Road parcel, and a sizeable parcel that now surrounds 1863, in a pair of deeds from Richard C. McCubrey and Raylene F. McCubrey dated June 30, 2005 by deeds recorded in the Androscoggin County Registry of Deeds in Book 6409, Pages 243 and 245 (copies attached). Examination of the transfers into the McCubreys prior to that time (Book 4203, Pages 52 and 67, respectively, copies attached) reveal that considerable survey work was performed on 2 large parcels making up the aggregate McCubrey property. The current description of 1863 Pownal Road was not part of the McCubrey deeds. The surveyor responsible for the McCubrey legal descriptions is unknown.

Inexplicably, the deeds from the McCubreys to the Flinks did not mirror the descriptions found in the prior McCubrey deeds. Rather, the first deed to the Flinks (Book 6409, Page 243) conveyed only what is now described as 1863 Pownal Road, with a revised survey description, one that utilized some of the previous McCubrey survey work but with some major adjustments, apparently produced by either the McCubrey surveyor or another surveyor at that time. It is unknown who that surveyor was, despite considerable effort on Mr. McFarland's part to find out. The second deed to the Flinks (Book 6409, Page 245) appears to utilize the prior McCubrey survey descriptions, while excepting the parcel that became the current 1863 Pownal Road (it having been conveyed already at Book 6409, Page 243). It appears undeniable that a surveyor was retained, at the time of the McCubrey to Flink transfer, to create the present 1863 Pownal Road configuration. That surveyor failed miserably in that effort, which has led us to petition for this variance from the Board.

The property history continues with the Flinks mortgaging the present 1863 Pownal Road to Residential Mortgage Services, Inc. on July 12, 2005 (found in Book 6409, Page 249). That mortgage was ultimately assigned to SunTrust Mortgage Inc. and then later foreclosed, resulting in a recorded judgment against the Flinks found at Book 7517, Page 29. SunTrust was the high bidder at the auction, which resulted in a deed to itself on November 7, 2008 at Book 7940, Page 284. Next, on July 28, 2010, Suntrust conveyed 1863 Pownal Road to U.S. Bank National Association as Trustee by deed found in Book 8159, Page 209, and U.S. Bank then conveyed the property to Heaven Lee Love and Ralph Searles, Jr. (prior owners to my client) by deed dated May 2, 2011 at Book 8159, Page 214. Copies of all of these deeds are also attached.

The Flinks, during this time, filed for bankruptcy protection, and as a result of those proceedings, the remaining land surrounding 1863 Pownal Road (which derived from the McCubreys) was sold by the Bankruptcy Trustee to Jenis Holding Company, LLC by deed dated November 17, 2010 found at Book 8061, Page 172 (copy attached).

Prior to my client purchasing 1863 Pownal Road (which occurred on July 26, 2016 by deed found at Book 9422, Page 216; copy enclosed), the City had not been paid any real estate tax payments for approximately 5 years. From what this office and my client were told, by both the prior owners and City officials, was that since the parcel was not in conformance with the zoning ordinance, no permits would be allowed for both 1863 Pownal Road and the Jenis Holding properties until 1863 was brought

City of Auburn
Board of Appeals
c/o Eric Cousens
March 21, 2017
Page 3

into compliance as to acreage. The City apparently also took no action against the former landowner as a direct result of the parcel's non-conformance, as its ability to sell this property would have been severely compromised, if not rendered impossible, due to this issue. As an aside, Mr. McFarland, despite having been advised against purchasing the property until this issue was satisfactorily resolved, opted to acquire the parcel and satisfy the entire real estate tax delinquency, both with the knowledge and understanding of this issue and with the expectation that the City would find a way to resolve the problem (more on these efforts to follow).

Before Mr. McFarland pursued any municipal avenues to solve this issue, considerable effort were undertaken to reach an acceptable land exchange or purchase arrangement with the abutting landowner, Jenis Holding. However, Jenis' demands have been and continue to be unreasonable and unchanged, and all efforts with Jenis have been exhausted without any hope of resolution. The prior owner of 1863 Pownal Road has informed us that they also had essentially the same unsuccessful interaction with Jenis Holding. The only other abutting landowner, John F. Murphy Homes, Inc., has no interest in becoming involved in this matter.

Since a private solution was and is unattainable, Mr. McFarland then took multiple steps in an effort to place this property back into a position of productivity for the City, all without success. This included multiple discussions with City staff, consideration of a municipal no-action letter (which was deemed ineffective by the City Attorney), and efforts with both the Planning Board and City Council to seek a limited zoning change, solely for this parcel. While virtually everyone involved in this long process has expressed openly their opinion that this issue should be resolved, various considerations prevented these attempts from succeeding (Mr. McFarland's efforts fell one vote short of approval at both the Planning Board and City Council levels). City staff can provide you at your request with considerable detail as to those efforts, but there are several critical misconceptions that warrant clarification, and which played a major role in my client's lack of success to date.

First, Mr. McFarland has never considered, never proposed and never intended to develop this parcel, either independently or in conjunction with any potential acquisition of surrounding properties, and he had no such intent moving forward. His sole purposes for purchasing this troubled lot were to make it his principal residence (he sold his prior residence to fund this acquisition) after considerable restoration and to allow for the boarding of horses on his property. Prior proposals submitted by City staff to the Planning Board and City Council included multiple development scenarios that were not of Mr. McFarland's making...those came from others with interests diverse and contrary to my client's intent. Second, Mr. McFarland was willing, and continues to be willing, to impose a negative covenant on 1863 Pownal Road against any future development, which covenant by its express terms would be enforceable by the City and recorded in the Registry of Deeds. A copy of this previously proposed negative covenant is enclosed, and Mr. McFarland is ready and able to execute and record it in the event this petitioned variance is granted, as a further expression of his sincere intent as to the use of this property.

As you are well aware, Title 30-A, Section 4353(4)(C) of the Maine Revised Statutes establishes the six (6) criteria that must be satisfied to permit the granting of a variance from existing municipal dimensional standards. These criteria are available to landowners when a strict application of the applicable ordinance (in this case, the ten (10) acre minimum lot size in Auburn's Agricultural Zoning District) to Mr. McFarland and his property would cause a practical difficulty. Those criteria are:

1. The need for a variance is due to the unique circumstances of the property and not to the general conditions of the neighborhood.
2. The granting of a variance will not produce an undesirable change in the character of the neighborhood and will not unreasonably detrimentally affect the use or market value of abutting properties.
3. The practical difficulty is not the result of action taken by the petitioner or a prior owner.
4. No other feasible alternative to a variance is available to the petitioner.
5. The granting of a variance will not unreasonably adversely affect the natural environment.
6. The property is not located in whole or in part within a shoreland area within the City as said area are defined in Title 38, Section 435 of the Maine Revised Statutes.

The above criteria, as to 1863 Pownal Road, have all been satisfied, and therefore warrant the granting of the variance petition before you. In addressing how each of the above criteria have been satisfied, Mr. McFarland offers the following, in the order in which each criteria appears above;

1. As stated above, the history of this property, and the surveying error that has caused this difficulty, is unique to this parcel and does not involve in any way the general condition of the surrounding neighborhood. By granting the requested variance, it will preserve the general condition of the neighborhood, as it has been for over 100 years.
2. Likewise, preserving the home on 1863 Pownal Road will not only preserve the existing character of the neighborhood, and have no unreasonable detrimental affect on abutting properties, but will enhance those values upon Mr. McFarland performing the necessary renovations and improvements to bring this property back to a productive state.

3. As stated previously, the only party that could have been responsible for the inaccuracy in the legal description was the surveyor responsible for preparing the description found in the deed from the McCubreys to the Flinks found in Book 6409, Page 243, and not any of the historic owners of this parcel. Any competent surveyor preparing descriptions for lots in this area would have begun with both determining what minimum lot size was required, followed by preparing a description compliant with those dimensions. Whoever the surveyor may have been here, it is that person who has created the present conundrum, and not Mr. McFarland, Ms Love/Mr. Searles, the lender foreclosing its mortgage from the Flinks, the Flinks or the McCubreys.
4. Also as previously noted, both the prior owners and Mr. McFarland have engaged in considerable effort to seek an alternative solution to the current problem, but there simply is no feasible remaining alternative available to my client or any subsequent owner.
5. There is no adverse affect upon the environment by the granting of this variance, for the petition simply seeks to preserve that which already exists on site, and the presence of horses on site poses no environmental concerns in a district zoned for such uses.
6. The property is not located in Auburn's shoreland zone.

Both Mr. McFarland and I sincerely appreciate the Board's willingness to assess this petition, and we urge the Board to grant the relief sought here. The circumstances faced by my client here are not only exceptionally unusual, but the dichotomy of those expressing a desire to resolve the problem but yet failing to take action to do so in a reasonable and un-impacting manner, cries out for a solution that now only this Board can provide. This solution is entirely consistent with the State's statutory framework for variances, does not create an adverse precedent for any future City action, and will result in the restoration of property that will not only provide the City with substantial future revenue, but will preserve an important piece of its history as well. Thank you for your consideration.

Sincerely,


K. Alexander Visbaras, Esq.
Counsel for Gary L. McFarland

WARRANTY DEED

RICHARD C. MCCUBREY AND RAYLENE F. MCCUBREY

of 1863 Pownal Road, Auburn, ME 04281

for consideration paid, grants to

CAROL FLINK and JOHN FLINK

of 649 Paris Hill Road, South Paris, ME 04281, as joint tenants and not as tenants in common, with WARRANTY COVENANTS, the following described real property in Auburn, County of Androscoggin and State of Maine:

See Exhibit A attached hereto and made a part hereof

Also hereby conveying all rights, easements, privileges, and appurtenances, belonging to the premises hereinabove described.

WITNESS my/our hands and seals this 30th day of June, 2005.

MAINE REAL ESTATE
TRANSFER TAX PAID

Ellen R. Faulkner
To Both

Richard C. McCubrey
Richard C. McCubrey

Raylene F. McCubrey
Raylene F. McCubrey

State of Maine
Cumberland, ss.

June 30, 2005

Personally appeared before me the above-named Richard C. McCubrey and Raylene F. McCubrey and acknowledged the foregoing instrument to be his/her/their free act and deed.

Before me,

Ellen R. Faulkner
Ellen R. Faulkner, Notary Public
My Commission Expires: 10/31/07

R-FLINK

EXHIBIT A

A certain parcel of land with the buildings thereon situated on the westerly side of Pownal Road, in the southern part of Auburn, Androscoggin County and State of Maine, being more particularly described as follows:

Beginning at an iron pipe found at the northerly corner of the homestead farm of G.W. Hunnewell on the westerly side of Pownal Road;

Thence, South 00° 11' East along the westerly sideline of said road a distance of 439 feet, more or less, to an angle point in said roadline;

Thence, South 5° 31' East along said roadline a distance of 432.50 feet to an angle point in said roadline;

Thence, South 14° 13' East along said roadline a distance of 128.5 feet, more or less, to a point marked by an iron pin, which point is THE TRUE POINT OF BEGINNING;

Thence, continuing South 14° 13' East along said roadline a distance of 785.31 feet, more or less, to an angle point in said roadline;

Thence, 8° 09' East along said roadline a distance of 355.12 feet to an angle point in said roadline;

Thence, North 85° West a distance of 340.00 feet, more or less to a point;

Thence, North 15° West a distance of 840.00 feet, more or less, to a point on the southern boundary of land excepted and reserved from Parcel I on the deed recorded in Book 4203, Page 67 of the Androscoggin Registry of Deeds;

Thence, North 51° 01'46" East along said southern boundary of land excepted and reserved from Parcel I on the deed recorded in Book 4203, Page 67 of the Androscoggin Registry of Deeds a distance of 400.00 feet, more or less, to the westerly sideline of Pownal Road and THE TRUE POINT OF BEGINNING.

For title of grantor reference is hereby made to a deed from Richard C. McCubrey to Richard C. McCubrey and Raylene F. McCubrey dated March 31, 1999 and recorded in the Androscoggin County Registry of Deeds in Book 4203, Page 67.

R-FLINK

ANDROSCOGGIN COUNTY
Tina M. Chouard
REGISTER OF DEEDS

After Recording Return to:
Hopkinson, Abbondanza & Backer
511 Congress Street, Ste. 801
Portland, Maine 04101
(207) 772-5845

WARRANTY DEED

RICHARD C. MCCUBREY AND RAYLENE F. MCCUBREY

of 1863 Pownal Road, Auburn, ME 04281

for consideration paid, grants to

CAROL FLINK and JOHN FLINK

of 649 Paris Hill Road, South Paris, ME 04281, as joint tenants and not as tenants in common, with WARRANTY COVENANTS, the following described real property in Auburn, County of Androscoggin and State of Maine:

See Exhibit A attached hereto and made a part hereof

Also hereby conveying all rights, easements, privileges, and appurtenances, belonging to the premises hereinabove described.

WITNESS my/our hands and seals this 30th day of June, 2005.

NO MAINE R.E.
TRANSFER TAX PAID

Ellen R. Faulkner
To both

Richard C. McCubrey
Richard C. McCubrey

Raylene F. McCubrey
Raylene F. McCubrey

State of Maine
Cumberland, ss.

June 30, 2005

Personally appeared before me the above-named Richard C. McCubrey and Raylene F. McCubrey and acknowledged the foregoing instrument to be his/her/their free act and deed.

Before me,

Ellen R. Faulkner
Ellen R. Faulkner, Notary Public
My Commission Expires: 10/31/07

EXHIBIT A

Two certain lots or parcels of land with the buildings thereon situated on the westerly side of the Pownal Road, in the southern part of Auburn, Androscoggin County, Maine and being a portion of the homestead farm formerly of G. W. Hunnewell, more particularly bounded and described as follows:

Parcel 1

Beginning at an iron pipe found at the northerly corner of said homestead farm of G. W. Hunnewell on the westerly side line of the said Pownal Road;

Thence, South $00^{\circ}11'$ East along the westerly sideline of said road a distance of 439 feet, more or less, to an angle point in said roadline;

Thence, South $5^{\circ}31'$ East along said roadline a distance of 432.5 feet to an angle point in said roadline;

Thence, South $14^{\circ}13'$ East along side roadline a distance of 913.81 feet to an angle point in said roadline;

Thence, South $8^{\circ}09'$ East along said roadline a distance of 355.12 feet to an angle point in said roadline;

Thence, South $2^{\circ}27'$ East along said roadline a distance of 277.44 feet to an angle point in said roadline marked by a stone monument found;

Thence South $4^{\circ}17'$ East along said roadline a distance of 289.09 feet to a drill hole set in a stone wall which marks the southerly bounds of the herein described property;

Thence, North $84^{\circ}15'45''$ West along said stone wall a distance of 436.96 feet to an iron pin set at or near the westerly corner of said stone wall;

Thence, North $69^{\circ}13'30''$ West a distance of 2305 feet, more or less, to the apparent southeasterly line of the so-called Woodman Road. Said Point being marked by an iron pin set;

Thence northerly along said Woodman Road, land nor or formerly of Bouvier, land now or formerly of Bouchard, and land now or formerly of Miles, a distance of 2880 feet, more or less, to the Point of Beginning.

Said parcel containing 80 acres, more or less.

The bearings for this description are based on a 1929 survey of the Pownal Road as found in Volume 2, Page 78 and 78A of the Androscoggin County Commissioners' records.

After Recording Return to:
Hopkinson, Abbondanza & Backer
511 Congress Street, Ste. 801
Portland, Maine 04101
(207) 772-5845

Excepting and Reserving from the above described parcel, the following premises:

Beginning at an iron pipe found at the northerly corner of said homestead farm of G.W. Hunnewell on the westerly sideline of said Pownal Road;

Thence, South $00^{\circ}11'$ East along the westerly sideline of said road a distance of 439 feet, more or less, to an angle point in said roadline;

Thence, South $5^{\circ}31'$ East along said roadline a distance of 432.50 feet to an angle point in said roadline;

Thence, South $14^{\circ}13'$ East along said roadline a distance of 128.5 feet more or less, to a point marked by an iron pin;

Thence, South $51^{\circ}01'46''$ West, 723.3 feet, more or less, to an iron pin;

Thence, North $5^{\circ}31'$ West a distance of 1000 feet, more or less, to land now or formerly of Bouchard;

Thence, northeasterly along said Bouchard's southeasterly sideline and the southeasterly sideline of land now or formerly of Miles, 725 feet, more or less, to the Point of Beginning

Also Excepting and Reserving a certain parcel of land with the buildings thereon situated on the westerly side of Pownal Road, in the southern part of Auburn, Androscoggin County and State of Maine, being more particularly described as follows:

Beginning at an iron pipe found at the northerly corner of the homestead farm of G.W. Hunnewell on the westerly side of Pownal Road;

Thence, South $00^{\circ} 11'$ East along the westerly sideline of said road a distance of 439 feet, more or less, to an angle point in said roadline;

Thence, South $5^{\circ} 31'$ East along said roadline a distance of 432.50 feet to an angle point in said roadline;

Thence, South $14^{\circ} 13'$ East along said roadline a distance of 128.5 feet, more or less, to a point marked by an iron pin, which point is THE TRUE POINT OF BEGINNING;

Thence, continuing South $14^{\circ} 13'$ East along said roadline a distance of 785.31 feet, more or less, to an angle point in said roadline;

Thence, $8^{\circ} 09'$ East along said roadline a distance of 355.12 feet to an angle point in said roadline;

After Recordation, Return Document to:
Hopkinson, Abbondanza & Backer
511 Congress Street, Ste. 801
Portland, Maine 04101
(207) 772-5845

Thence, North 85° West a distance of 340.00 feet, more or less to a point;

Thence, North 15° West a distance of 840.00 feet, more or less, to a point on the southern boundary of land excepted and reserved from Parcel I on the deed recorded in Book 4203, Page 67 of the Androscoggin Registry of Deeds;

Thence, North 51° 01'46" East along said southern boundary of land excepted and reserved from Parcel I on the deed recorded in Book 4203, Page 67 of the Androscoggin Registry of Deeds a distance of 400.00 feet, more or less, to the westerly sideline of Pownal Road and THE TRUE POINT OF BEGINNING.

Parcel II

A second parcel of land, with the buildings thereon, situated in Auburn, bounded and described as follows:

A piece of land situated on the road leading from Plummer's School to North Pownal, opposite the G. B. Hunnewell residence, and described as follows:

Beginning at a point 66 feet from the southeasterly corner of the ice house, so-called, on said road, thence running at right angles with said road 50 feet and then at right angles 66 feet and then at right angles and parallel with the first mentioned line 50 feet to the road, then along said road 66 feet to the Point of Beginning.

For title of grantor reference is hereby made to a deed from Richard C. McCubrey to Richard C. McCubrey and Raylene F. McCubrey dated March 31, 1999 and recorded in the Androscoggin County Registry of Deeds in Book 4203, Page 67.

R-FLINK

ANDROSCOGGIN COUNTY
Tina A. Chaurand
REGISTER OF DEEDS

After Recordation, Return Document to:
Hopkinson, Abbondanza & Backer
511 Congress Street, Ste. 801
Portland, Maine 04101
(207) 772-5845

STATE OF MAINE
ANDROSCOGGIN, SS.

MAINE DISTRICT COURT
LOCATION: LEWISTON
CIVIL ACTION
DOCKET NO: RE-08-15

SunTrust Mortgage, Inc.
A banking corporation duly
organized and existing under the
laws of the State of Virginia, having a place
of business in Richmond, Virginia,

Plaintiff

v.

**JUDGMENT FOR
FORECLOSURE AND SALE**

Carol Flink
of Auburn, Androscoggin County, Maine,

Defendant

And

John Flink
of Auburn, Maine

Party-In-Interest

And

Mortgage Electronic Registration Systems Inc.
Of Ocala, Florida

Party-In-Interest

TITLE TO REAL ESTATE IS INVOLVED

After notice and on affidavits, the Court finds there is cause for granting Plaintiff's Motion for Summary Judgment and the Court specifically finds there has been a breach of conditions in the Plaintiff's mortgage.

1. On or about July 12, 2005 the Defendant executed and delivered to Residential Mortgage Services, Inc., a certain promissory note for the sum of \$518,800, a copy of which is attached to Complaint as Exhibit A (hereinafter referred to as the "Note") and a Mortgage of even

date to Mortgage Electronic Registration Systems, Inc., as Nominee for Residential Mortgage Services, Inc. to secure said Promissory Note, which mortgage deed is recorded in the Androscoggin County Registry of Deeds at Book 6409, Page 249, a copy of which is attached to Complaint as Exhibit B. Reference is made to Exhibit B for a description of the mortgaged real estate. Said Mortgage Electronic Registration Systems, Inc., as Nominee for Residential Mortgage Services, Inc. assigned its interest in and to said mortgage and note to Plaintiff by Assignment and recorded at the Registry of Deeds at Book 7341 Page 349, a copy of which is attached to Plaintiff's Motion For Summary Judgment as Exhibit A.

The property that is the subject of this action is described as follows:

(Please See Attached Property Description)

2. As of July 13, 2007, the amounts due the Plaintiff under the terms of the Note and the Mortgage were:

Principal balance:	\$ 511,147.64
Accrued interest:	\$ 18,726.03
Late charges:	\$ 1,022.46
Escrow Advance:	\$ 14,548.34
Inspection fees:	\$ 9.00
Recording fee:	\$ 16.00

Total due as of July 13, 2007 \$ 545469.47

Additional interest is accruing on the principal balance from said date at the rate of 6.8750% per annum.

Additionally, as of April 3, 2008, attorney's fees and costs are due in the amount of \$2,234.00.

3. The Plaintiff anticipates that additional disbursements will be made for real estate taxes, hazard insurance, property maintenance expenses and attorney's fees for services rendered during the foreclosure process and all other expenses allowed under the note and mortgage.

4. The Defendant is presently in default on the note, the payment for January 1, 2007 still remaining due, and therefore the Defendant has breached the conditions of the mortgage.

5. On February 12, 2007, the Plaintiff notified the Defendant that said Note was in default, and demanded payment thereon, but the Defendant has failed and refused to cure said default, and the Plaintiff has exercised this option to declare the entire principal amount outstanding, accrued interest thereon, and all other sums due under the Note to be due and payable which is in compliance with the Fair Debt Collections Practices Act, 15 U.S.C. 1601.

6. Parties and appearances to the within action:

	<u>PARTIES</u>	<u>COUNSEL</u>
PLAINTIFF:	SunTrust Mortgage, Inc.	Jonathan M. Flagg, Esq. 93 Middle Street Portsmouth, NH 03801 (603) 766-6300
DEFENDANT:	Carol Flink	Richard P. Olson, Esq. Perkins Olson, P.A. 30 Milk Street P.O. Box 449 Portland, ME 04112-0449 (207) 871-7159
PARTIES-IN-INTEREST:	John Flink	Richard P. Olson, Esq. Perkins Olson, P.A. 30 Milk Street P.O. Box 449 Portland, ME 04112-0449 (207) 871-7159
	MERS 3300 Southwest 34th Ave., Ste. 101 Ocala, Florida 34474	Not Appeared

7. Pursuant to Rule 4(c)(2) of the Maine Rules of Civil Procedure, the Defendant and Parties-In-Interest were served by a sheriff in the county in which they reside with the Complaint for Foreclosure by Civil Action. The Defendant Carol Flink was served in-hand on January 16, 2008 with a copy of said Complaint; the Party-In-Interest John Flink was served in-hand on January 16, 2008 with a copy of said Complaint; the Party-In-Interest Mortgage Electronic Registration Systems, Inc. was served in-hand on January 30, 2008 with a copy of said Complaint.

8. The order of priority of the liens is:
 - a. First, mortgage to SunTrust Mortgage, Inc. on its mortgage dated July 12, 2005 in the principal amount of \$518,800.00, plus interest and costs along with attorney's fees and costs all of which continue to accrue as set forth above.
 - b. Second, mortgage to Mortgage Electronic Registration Systems, Inc. dated July 12, 2005 in the principal amount of \$129,700.00, plus interest and costs as may be more fully set forth by any affidavit that may be filed by the Party-In-Interest.

WHEREFORE, it is hereby expressly directed that an entry of Judgment for Foreclosure and Sale be made in favor of the Plaintiff on its Complaint for Foreclosure by Civil Action and, therefore, it is hereby ordered and decreed that if the Defendant, her heirs and assigns, do not pay to the Plaintiff, its successors and assigns, the amount of the total claim due together with accrued interest and other charges as set forth above within ninety (90) days of the date hereof, then the Plaintiff, its successors and assigns, shall be entitled to exclusive possession of the real estate, that a Writ of Possession shall issue and Plaintiff may sell Defendant's real estate pursuant to 14 M.R.S.A. §6321 et seq. and disburse the proceeds of the sale, after deducting the expense thereof, first to the Plaintiff, its successors and assigns, in the amount of the total claim due plus accrued interest and other charges to the date of the sale on its mortgage then to the junior lien holders as proceeds may allow as their obligations are noted above. Then, should there be any surplus funds remaining, said surplus shall be turned over to the Defendant.

As permitted in Rule 54(b)(1) and finding that there is no just reason for delay, this judgment shall be entered as a final judgment as to the claims and parties involved notwithstanding the existence and/or pendency of any other claim(s), counterclaim(s) or crossclaim(s).

The Plaintiff shall be responsible for preparing and providing the Court with the recording of the Judgment.

An execution shall issue against the Defendant for any deficiency, provided that the statutory

requirements are met. This order may be incorporated by reference on the docket pursuant to Rule 79(a) M.R.Civ.P.

Dated: 5/13/08

John B. Belin
Judge, District Court

Date Docketed by the Court: 3/14/08

Once the 21-day appeal period has expired, please complete the following section and return an attested copy hereof to: Flagg Law, PLLC, 93 Middle Street, Portsmouth, NH 03801, for recording with the Registry of Deeds.

I, Tricia Blanchard ^{Associate} Deputy Clerk of the Maine District Court, Division of Southern Androscoggin, do hereby certify that the appeal period expired in this matter on 6/18/08, with no appeal taken.

Dated: 6/11/08

Tricia Blanchard
Deputy Clerk
Maine District Court ^{Associate}
Division of Southern Androscoggin

17 May
30 Jun
31 Jul
- 8 -
- August ✓
90 days

Published 1) 8-18-08
8/25/08
9-1-08

Sale 10-3-08
13 Aug
30 Sept
43 + 3 = 46 days

DATE 6/11/08
A TRUE COPY
ATTEST: Susan A. Bennett
(DEPUTY) CLERK OF COURTS

SEAL

EXHIBIT A

A certain parcel of land with the buildings thereon situated on the westerly side of Pownal Road, in the southern part of Auburn, Androscoggin County and State of Maine, being more particularly described as follows:

Beginning at an iron pipe found at the northerly corner of the homestead farm of G.W. Hunnewell on the westerly side of Pownal Road;

Thence, South 00° 11' East along the westerly sideline of said road a distance of 439 feet, more or less, to an angle point in said roadline;

Thence, South 5° 31' East along said roadline a distance of 432.50 feet to an angle point in said roadline;

Thence, South 14° 13' East along said roadline a distance of 128.5 feet, more or less, to a point marked by an iron pin, which point is THE TRUE POINT OF BEGINNING;

Thence, continuing South 14° 13' East along said roadline a distance of 785.31 feet, more or less, to an angle point in said roadline;

Thence, 8° 09' East along said roadline a distance of 355.12 feet to an angle point in said roadline;

Thence, North 85° West a distance of 340.00 feet, more or less to a point;

Thence, North 15° West a distance of 840.00 feet, more or less, to a point on the southern boundary of land excepted and reserved from Parcel I on the deed recorded in Book 4203, Page 67 of the Androscoggin Registry of Deeds;

Thence, North 51° 01'46" East along said southern boundary of land excepted and reserved from Parcel I on the deed recorded in Book 4203, Page 67 of the Androscoggin Registry of Deeds a distance of 400.00 feet, more or less, to the westerly sideline of Pownal Road and THE TRUE POINT OF BEGINNING.

For title of grantor reference is hereby made to a deed from Richard C. McCubrey and Raylene F. McCubrey to Carol Flink and John Flink dated June 30, 2005 and to be recorded in the Androscoggin County Registry of Deeds.

R-FLINK

ANDROSCOGGIN COUNTY
Tina M. Chaurand
REGISTER OF DEEDS

ANDROSCOGGIN COUNTY
Tina M. Chaurand
REGISTER OF DEEDS

After Recording Return to:
Hopkinson, Abbonanza & Backer
511 Congress Street, Ste. 801
Portland, Maine 04101
(207) 772-5845

QUITCLAIM DEED WITHOUT COVENANT

SunTrust Mortgage, Inc., a banking corporation duly organized and existing under the laws of the State of Virginia, having a place of business at Richmond, Virginia, Plaintiff and Foreclosing Mortgagee, FOR CONSIDERATION PAID, grants to SunTrust Mortgage, Inc., high bidder at the foreclosure auction sale conducted on October 3, 2008, whose mailing address is 1001 Semmes Avenue, RVW 5033, Richmond Virginia 23224, by Quitclaim without covenants, the real property, together with any improvements thereon, described on Exhibit A attached hereto and made a part hereof by reference, and subject to and with the benefit of any easements, restrictions or other encumbrances which may affect said real property.

This conveyance is made pursuant to a Judgment in favor of the Plaintiff/Grantor issued by the Southern Androscoggin District Court, Androscoggin County, in an action for foreclosure of mortgage, SunTrust Mortgage, Inc. v Carol Flink, Civil Action Docket Number RE-08-15, which Judgment of Foreclosure and Orders of Sale is dated May 13, 2008 and recorded in the Androscoggin County Registry of Deeds in Book 7517, page 29.

This deed is granted through a foreclosure sale held pursuant to 14 M.R.S.A. §6323(1). A notice of public sale stating the time, place and terms of the sale was published on August 18, 2008, August 25, 2008, and September 1, 2008 in the Sun Journal, a newspaper of general circulation in Androscoggin County, which is the county where the premises are located. The first publication was within 90 days of the expiration of the period of redemption. The redemption period expired on August 12, 008. The grantee was the highest bidder.

NO MAINE R.E.
TRANSFER TAX PAID

IN WITNESS WHEREOF, SunTrust Mortgage, Inc. has caused this instrument to be executed by Annette Holman-Foreman, its Vice President, thereunto duly authorized, this 9th day of November, 2008.

SunTrust Mortgage, Inc.
By: Annette Holman-Foreman
Annette Holman-Foreman
Its: Vice President

SEAL

STATE OF Virginia
CITY OF Richmond

November 7, 2008

Then personally appeared the above-named Annette Holman-Foreman, an Vice President of SunTrust Mortgage, Inc. as aforesaid, and acknowledged the foregoing instrument to be his/her free act and deed in his/her said capacity and the free act and deed of said corporation.

Before me,

Joslyn Lynea Reed
Notary Public/Justice of the Peace

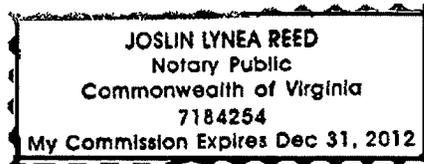


EXHIBIT A

A certain parcel of land with the buildings thereon situated on the westerly side of Pownal Road, in the southern part of Auburn, Androscoggin County and State of Maine, being more particularly described as follows:

Beginning at an iron pipe found at the northerly corner of the homestead farm of G.W. Hunnewell on the westerly side of Pownal Road;

Thence, South $00^{\circ} 11'$ East along the westerly sideline of said road a distance of 439 feet, more or less, to an angle point in said roadline;

Thence, South $5^{\circ} 31'$ East along said roadline a distance of 432.50 feet to an angle point in said roadline;

Thence, South $14^{\circ} 13'$ East along said roadline a distance of 128.5 feet, more or less, to a point marked by an iron pin, which point is THE TRUE POINT OF BEGINNING;

Thence, continuing South $14^{\circ} 13'$ East along said roadline a distance of 785.31 feet, more or less, to an angle point in said roadline;

Thence, $8^{\circ} 09'$ East along said roadline a distance of 355.12 feet to an angle point in said roadline;

Thence, North 85° West a distance of 340.00 feet, more or less to a point;

Thence, North 15° West a distance of 840.00 feet, more or less, to a point on the southern boundary of land excepted and reserved from Parcel I on the deed recorded in Book 4203, Page 67 of the Androscoggin Registry of Deeds;

Thence, North $51^{\circ} 01'46''$ East along said southern boundary of land excepted and reserved from Parcel I on the deed recorded in Book 4203, Page 67 of the Androscoggin Registry of Deeds a distance of 400.00 feet, more or less, to the westerly sideline of Pownal Road and THE TRUE POINT OF BEGINNING.

For title of grantor reference is hereby made to a deed from Richard C. McCubrey and Raylene F. McCubrey to Carol Flink and John Flink dated June 30, 2005 and to be recorded in the Androscoggin County Registry of Deeds.

R-FLINK

TRUSTEE'S DEED

KNOW ALL MEN BY THESE PRESENTS that William H. Howison, in his capacity as the duly appointed Trustee (hereinafter "Trustee") of the BANKRUPTCY ESTATE OF JONATHAN FLINK and CAROL FLINK, Debtors in the Chapter 7 case pending in the United States Bankruptcy Court, District of Maine, Case No. 09-21744, pursuant to the provisions of Section 363 of the U.S. Bankruptcy Code, having given notice to all parties entitled to notice by the Bankruptcy Rules and Local Rule 6004, no objections having been filed; and pursuant to an Order of the Bankruptcy Court dated June 10, 2010, authorizing William H. Howison as Trustee to sell the below-described property free and clear of liens and encumbrances, an attested copy of which is attached hereto to as Exhibit A.

NO MAINE R.E.
TRANSFER TAX PAID

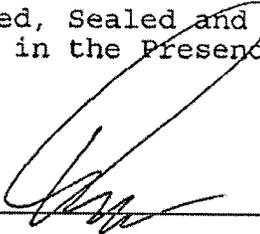
IN CONSIDERATION of One Dollar (\$1.00) and other valuable considerations, the receipt whereof the Trustee hereby acknowledges, does hereby release, grant, sell and convey to JENIS HOLDING COMPANY, LLC of Portsmouth, County of Rockingham, and State of New Hampshire, whose mailing address is 1 Cate Street, Portsmouth, New Hampshire 03801, its successors and assigns forever, all right, title and interest of said Estate in and to the following:

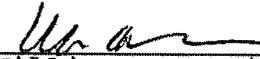
SEE EXHIBIT B ATTACHED HERETO AND MADE A PART HEREOF .

IN WITNESS WHEREOF, the said William H. Howison, Trustee of the BANKRUPTCY ESTATE OF JONATHAN FLINK and CAROL FLINK, has hereunto set his hand and seal this 17th day of November, 2010.

Signed, Sealed and Delivered in the Presence of:

BANKRUPTCY ESTATE OF JONATHAN FLINK and CAROL FLINK



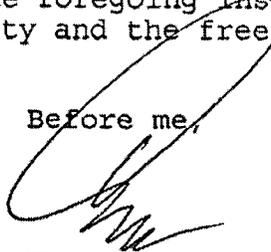
By: 
William H. Howison, Trustee

STATE OF MAINE
CUMBERLAND, ss.

Nov. 17, 2010

Personally appeared the above-named WILLIAM H. HOWISON, Trustee in Bankruptcy for the ESTATE OF JONATHAN FLINK and CAROL FLINK, and acknowledged that the foregoing instrument is his free act and deed in his said capacity and the free act and deed of said Bankruptcy Estate,

Before me,



Notary Public

Attorney-at-Law
Drew A. Anderson

EXHIBIT A

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MAINE

IN RE:)	
)	CHAPTER 7
JONATHAN C. & CAROL A. FLINK,)	CASE NO. 09-21744
)	
DEBTORS)	

ORDER AUTHORIZING SALE FREE AND CLEAR

IN THE ABSENCE OF ANY TIMELY FILED RESPONSES, on the Motion to Authorize Trustee to Sell Real Estate in Auburn, Maine Free and Clear of Liens, dated May 11, 2010, the Court finding that the requests in said Motion are reasonable and necessary, it is

ORDERED, ADJUDGED and DECREED that pursuant to 11 U.S.C. §363, the Trustee is hereby authorized to sell the real estate of the Debtors located at Pownal Road, Auburn, Maine, as more fully described in a Deed recorded in the Androscoggin County Registry of Deeds in Book 6409, Page 245, free and clear of all claims, interest, liens and encumbrances, including but not limited to, those of American Express, LVNV Funding, American General Finance, and the State of Maine Bureau of Revenue Services; and it is further

ORDERED, ADJUDGED and DECREED that said claims, interests, liens and encumbrances as described above shall attach to the proceeds from said sale in the amounts and priorities as later determined by this Court; and it is further

ORDERED, ADJUDGED and DECREED that from the proceeds of said sale, the Trustee shall pay any outstanding real estate taxes and all other costs and expenses of sale customarily paid by sellers, including a broker's commission of \$4,480.00 to Robinson Consulting Services, LLC; and it is further

ORDERED, ADJUDGED and DECREED that the Trustee shall retain the balance of the proceeds from the sale of said real estate, and shall disburse said remaining proceeds only in accordance with the further Order of this Court.

DATED: June 10, 2010

/s/ James B. Haines, Jr.

JAMES B. HAINES, JR.
U.S BANKRUPTCY COURT

SEAL

A true copy
Attest: Alexander Leddy, Clerk

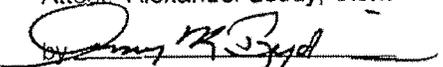

Deputy Clerk

EXHIBIT B

Two certain lots or parcels of land with the buildings thereon situated on the westerly side of the Pownal Road, in the southern part of Auburn, Androscoggin County, Maine and being a portion of the homestead farm formerly of G. W. Hunnewell, more particularly bounded and described as follows:

Parcel 1

Beginning at an iron pipe found at the northerly corner of said homestead farm of G. W. Hunnewell on the westerly side line of the said Pownal Road;

Thence, South $00^{\circ}11'$ East along the westerly sideline of said road a distance of 439 feet, more or less, to an angle point in said roadline;

Thence, South $5^{\circ}31'$ East along said roadline a distance of 432.5 feet to an angle point in said roadline;

Thence, South $14^{\circ}13'$ East along side roadline a distance of 913.81 feet to an angle point in said roadline;

Thence, South $8^{\circ}09'$ East along said roadline a distance of 355.12 feet to an angle point in said roadline;

Thence, South $2^{\circ}27'$ East along said roadline a distance of 277.44 feet to an angle point in said roadline marked by a stone monument found;

Thence South $4^{\circ}17'$ East along said roadline a distance of 289.09 feet to a drill hole set in a stone wall which marks the southerly bounds of the herein described property;

Thence, North $84^{\circ}15'45''$ West along said stone wall a distance of 436.96 feet to an iron pin set at or near the westerly corner of said stone wall;

Thence, North $69^{\circ}13'30''$ West a distance of 2305 feet, more or less, to the apparent southeasterly line of the so-called Woodman Road. Said Point being marked by an iron pin set;

Thence northerly along said Woodman Road, land now or formerly of Bouvier, land now or formerly of Bouchard, and land now or formerly of Miles, a distance of 2880 feet, more or less, to the Point of Beginning.

Said parcel containing 80 acres, more or less.

The bearings for this description are based on a 1929 survey of the Pownal Road as found in Volume 2, Page 78 and 78A of the Androscoggin County Commissioners' records.

Excepting and Reserving from the above described parcel, the following premises:

Beginning at an iron pipe found at the northerly corner of said homestead farm of G.W. Hunnewell on the westerly sideline of said Pownal Road;

Thence, South 00°11' East along the westerly sideline of said road a distance of 439 feet, more or less, to an angle point in said roadline;

Thence, South 5°31' East along said roadline a distance of 432.50 feet to an angle point in said roadline;

Thence, South 14°13' East along said roadline a distance of 128.5 feet more or less, to a point marked by an iron pin;

Thence, South 51°01'46" West, 723.3 feet, more or less, to an iron pin;

Thence, North 5°31' West a distance of 1000 feet, more or less, to land now or formerly of Bouchard;

Thence, northeasterly along said Bouchard's southeasterly sideline and the southeasterly sideline of land now or formerly of Miles, 725 feet, more or less, to the Point of Beginning

Also Excepting and Reserving a certain parcel of land with the buildings thereon situated on the westerly side of Pownal Road, in the southern part of Auburn, Androscoggin County and State of Maine, being more particularly described as follows:

Beginning at an iron pipe found at the northerly corner of the homestead farm of G.W. Hunnewell on the westerly side of Pownal Road;

Thence, South 00° 11' East along the westerly sideline of said road a distance of 439 feet, more or less, to an angle point in said roadline;

Thence, South 5° 31' East along said roadline a distance of 432.50 feet to an angle point in said roadline;

Thence, South 14° 13' East along said roadline a distance of 128.5 feet, more or less, to a point marked by an iron pin, which point is THE TRUE POINT OF BEGINNING;

Thence, continuing South 14° 13' East along said roadline a distance of 785.31 feet, more or less, to an angle point in said roadline;

Thence, 8° 09' East along said roadline a distance of 355.12 feet to an angle point in said roadline;

Thence, North 85° West a distance of 340.00 feet, more or less to a point;

Thence, North 15° West a distance of 840.00 feet, more or less, to a point on the southern boundary of land excepted and reserved from Parcel I on the deed recorded in Book 4203, Page 67 of the Androscoggin Registry of Deeds;

Thence, North 51° 01'46" East along said southern boundary of land excepted and reserved from Parcel I on the deed recorded in Book 4203, Page 67 of the Androscoggin Registry of Deeds a distance of 400.00 feet, more or less, to the westerly sideline of Pownal Road and THE TRUE POINT OF BEGINNING.

Parcel II

A second parcel of land, with the buildings thereon, situated in Auburn, bounded and described as follows:

A piece of land situated on the road leading from Plummer's School to North Pownal, opposite the G. B. Hunnewell residence, and described as follows:

Beginning at a point 66 feet from the southeasterly corner of the ice house, so-called, on said road, thence running at right angles with said road 50 feet and then at right angles 66 feet and then at right angles and parallel with the first mentioned line 50 feet to the road, then along said road 66 feet to the Point of Beginning.

Being the same premises conveyed by Richard C. McCubrey, et al. to Carol Flink and John Flink by Deed dated June 30, 2005 and recorded in said Registry of Deeds in Book 6409, Page 245.

QUITCLAIM DEED WITH COVENANT
(Special Warranty Deed)

KNOW ALL MEN BY THESE PRESENTS, that SunTrust Mortgage, Inc., with a mailing address of 1001 Semmes Ave., RVW 3104, Richmond, VA 23224, (GRANTOR), for consideration paid, the receipt of which is hereby acknowledged, does hereby give, grant, bargain, sell and convey unto U.S. Bank National Association successor-in-interest to Wachovia Bank NA as Trustee for JP ALT 2005-S1, with a mailing address of 1001 Semmes Ave., Richmond, VA 23224 (GRANTEE), its successors and assigns forever, WITH QUITCLAIM COVENANT, that certain lot or parcel of land, with any buildings thereon, located at 1863 Pownal Rd., Auburn, in the County of Androscoggin, and State of Maine, as more fully described in Exhibit A attached hereto.

See Attached Exhibit A

Meaning and intending to convey the same premises conveyed to the within grantor by deed dated November 7, 2008 and recorded in the Androscoggin County Registry of Deeds May 26, 2010 in Book 7940, Page 284.

IN WITNESS WHEREOF, the said SunTrust Mortgage, Inc. has caused these presents to be signed and sealed this 28 day of JULY, 2010.

WITNESS:

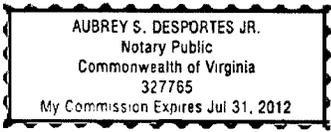
SunTrust Mortgage, Inc.

By: [Signature]
Print Name: Julie C. Riley, VP
Its: _____

SEAL

State of VIRGINIA
County of RICHMOND

Personally appeared before me this 28 day of JULY, 2010,
JULIE C. RILEY, V.P. of the above named SunTrust Mortgage, Inc., and acknowledged the foregoing to be his/her free act and deed in said capacity.



[Signature]
Notary Public
Print Name: Aubrey S. Desportes Jr.
My Commission Expires: JULY 31, 2012

SEAL

Property Address: 1863 Pownal Road Auburn, ME. 04210

EXHIBIT A

A certain parcel of land with the buildings thereon situated on the westerly side of Pownal Road, in the southern part of Auburn, Androscoggin County and State of Maine, being more particularly described as follows:

Beginning at an iron pipe found at the northerly corner of the homestead farm of G.W. Hunnewell on the westerly side of Pownal Road;

Thence, South 00° 11' East along the westerly sideline of said road a distance of 439 feet, more or less, to an angle point in said roadline;

Thence, South 5° 31' East along said roadline a distance of 432.50 feet to an angle point in said roadline;

Thence, South 14° 13' East along said roadline a distance of 128.5 feet, more or less, to a point marked by an iron pin, which point is THE TRUE POINT OF BEGINNING;

Thence, continuing South 14° 13' East along said roadline a distance of 785.31 feet, more or less, to an angle point in said roadline;

Thence, South 8° 09' East along said roadline a distance of 355.12 feet to an angle point in said roadline;

Thence, North 85° West a distance of 340.00 feet, more or less to a point;

Thence, North 15" West a distance of 840.00 feet, more or less, to a point on the southern boundary of land excepted and reserved from Parcel I on the deed recorded in Book 4203, Page 67 of the Androscoggin Registry of Deeds;

Thence, North 51° 01' 46" East along said southern boundary of land excepted and reserved from Parcel I on the deed recorded in Book 4203, Page 67 of the Androscoggin Registry of Deeds a distance of 400.00 feet, more or less, to the westerly sideline of Pownal Road and THE TRUE POINT OF BEGINNING.

For title of grantor reference is hereby made to a deed from Richard C. McCubrey and Raylene F. McCubrey to Carol Flink and John Flink dated June 30, 2005 and to be recorded in the Androscoggin County Registry of Deeds.

Property Address: 1863 Pownal Rd.
Auburn, ME 04210

QUITCLAIM DEED WITH COVENANT
(Special Warranty Deed)

KNOW ALL MEN BY THESE PRESENTS, that U.S. Bank National Association successor-in-interest to Wachovia Bank NA as Trustee for JP ALT 2005-S1, with a mailing address of 1001 Semmes Ave., RVW 3104, Richmond, VA 23224, (GRANTOR), for consideration paid, the receipt of which is hereby acknowledged, does hereby give, grant, bargain, sell and convey unto Heaven Lee Love and Ralph Searles, Jr., with a mailing address of 654 Farmington Falls Rd., Farmington, ME 04938 (GRANTEE), as joint tenants, their heirs and assigns forever, WITH QUITCLAIM COVENANT, that certain lot or parcel of land, with any buildings thereon, located at 1863 Pownal Rd., Auburn, in the County of Androscoggin, and State of Maine, as more fully described in Exhibit A attached hereto.

See Attached Exhibit A

Meaning and intending to convey the same premises conveyed to the within grantor by deed dated July 28, 2010, and recorded in the Androscoggin County Registry of Deeds.

IN WITNESS WHEREOF, the said U.S. Bank National Association successor-in-interest to Wachovia Bank NA as Trustee for JP ALT 2005-S1 has caused these presents to be signed and sealed this 2 day of May, 2011.

MAINE REAL ESTATE
TRANSFER TAX PAID

WITNESS:

U.S. Bank National Association successor-in-interest to Wachovia Bank NA as Trustee for JP ALT 2005-S1
By ~~SunTrust Mortgage, Inc.~~, a Virginia Corporation, as Attorney-in-Fact

By: [Signature]
Print Name: Jackie Alsalam
Its: Authorized Officer

State of Colorado
County of Denver

Personally appeared before me this 2 day of May, 2011,
Jackie Alsalam Authorized Officer of the above named SunTrust Mortgage, Inc., a Virginia corporation, as Attorney-in-Fact for U.S. Bank National Association successor-in-interest to Wachovia Bank NA as Trustee for JP ALT 2005-S1, and acknowledged the foregoing to be his/her free act and deed in said capacity

AMIE M HOLMES
NOTARY PUBLIC
STATE OF COLORADO
My Commission Expires 6/11/2013

[Signature]
Notary Public
Print Name:
My Commission Expires:

Property Address: 1863 Pownal Road Auburn, ME. 04210

EXHIBIT A

A certain parcel of land with the buildings thereon situated on the westerly side of Pownal Road, in the southern part of Auburn, Androscoggin County and State of Maine, being more particularly described as follows:

Beginning at an iron pipe found at the northerly corner of the homestead farm of G.W. Hunnewell on the westerly side of Pownal Road;

Thence, South 00° 11' East along the westerly sideline of said road a distance of 439 feet, more or less, to an angle point in said roadline;

Thence, South 5° 31' East along said roadline a distance of 432.50 feet to an angle point in said roadline;

Thence, South 14° 13' East along said roadline a distance of 128.5 feet, more or less, to a point marked by an iron pin, which point is THE TRUE POINT OF BEGINNING;

Thence, continuing South 14° 13' East along said roadline a distance of 785.31 feet, more or less, to an angle point in said roadline;

Thence, South 8° 09' East along said roadline a distance of 355.12 feet to an angle point in said roadline;

Thence, North 85° West a distance of 340.00 feet, more or less to a point;

Thence, North 15" West a distance of 840.00 feet, more or less, to a point on the southern boundary of land excepted and reserved from Parcel I on the deed recorded in Book 4203, Page 67 of the Androscoggin Registry of Deeds;

Thence, North 51° 01' 46" East along said southern boundary of land excepted and reserved from Parcel I on the deed recorded in Book 4203, Page 67 of the Androscoggin Registry of Deeds a distance of 400.00 feet, more or less, to the westerly sideline of Pownal Road and THE TRUE POINT OF BEGINNING.

For title of grantor reference is hereby made to a deed from Richard C. McCubrey and Raylene F. McCubrey to Carol Flink and John Flink dated June 30, 2005 and to be recorded in the Androscoggin County Registry of Deeds.

Property Address: 1863 Pownal Rd.
Auburn, ME 04210

Quitclaim Deed

Heaven Lee Love and Ralph Searles, Jr. of Farmington, Franklin County, Maine, (hereafter "Grantors") for consideration paid, release to **Aghra Capall LLC**, a Maine Limited Liability Company with a mailing address of 195 Center Street, Auburn, Androscoggin County, Maine 04210, a certain lot or parcel of land, with any buildings thereon, situated on the westerly side of Pownal Road in the southern part of Auburn, Androscoggin County, Maine, bounded and described as follows:

Beginning at an iron pipe found at the northerly corner of the homestead farm now or formerly of G. W. Hunnewell on the westerly side of Pownal Road;

Thence, South $00^{\circ} 11'$ East along the westerly sideline of said road a distance of 439 feet, more or less, to an angle point in said roadline;

Thence, South $5^{\circ} 31'$ East along said roadline a distance of 432.50 feet to an angle point in said roadline;

Thence, South $14^{\circ} 13'$ East along said roadline a distance of 128.5 feet, more or less, to a point marked by an iron pin, which point is the true point of beginning.

Thence, continuing South $14^{\circ} 13'$ East along said roadline a distance of 785.31 feet, more or less, to an angle point in said roadline;

Thence, South $8^{\circ} 09'$ East along said roadline a distance of 355.12 feet to an angle point in said roadline;

Thence, North 85° West a distance of 340.00 feet, more or less, to a point;

Thence, North $15''$ West a distance of 840.00 feet, more or less, to a point on the southern boundary of land excepted and reserved from Parcel I on the deed recorded in Book 4203, Page 67 of the Androscoggin Registry of Deeds;

Thence, North $51^{\circ} 01' 46''$ East along said southern boundary of land excepted and reserved from Parcel I on the deed recorded in Book 4203, Page 67 of the Androscoggin County Registry of Deeds a distance of 400.00 feet, more or less, to the westerly sideline of Pownal Road and the true point of beginning.

Being the same premises described in a quitclaim deed from U.S. Bank National Association, successor-in-interest to Wachovia Bank NA as Trustee for JP ALT 2005-S1, to Heaven Lee Love and Ralph Searles, Jr. dated May 2, 2011 and recorded in the Androscoggin County Registry of Deeds in Book 8159, Page 214.

MAINE REAL ESTATE
TRANSFER TAX PAID

In Witness Whereof, the Grantors have set their hands and seals on this 26th day of July, 2016.

Jose M Darling
Witness

Heaven Lee Love
Heaven Lee Love

Jose M Darling
Witness

Ralph Searles, Jr.
Ralph Searles, Jr.

State of Maine
Franklin, SS.

July 26, 2016

Then personally appeared the above-named ~~Heaven Lee Love and Ralph Searles, Jr.~~ and acknowledged the foregoing instrument to be their free act and deed.

Known to me by MECDL# 173036 exp. 9/1/17

Before me,

April McLean
Notary Public: _____
My Commission Expires: _____

APRIL McLEAN
Notary Public, Maine
My Commission Expires October 2, 2020

Then personally appeared the above named

Heaven Lee Love date:

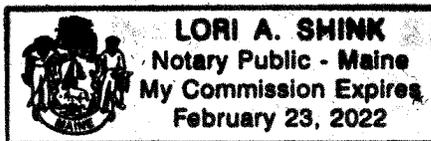
and acknowledged the foregoing instrument to be her free act and deed.

[Signature]

7-26-16

Lori A. Shink

SEAL



:odh: H:\Clients\Kandra, Monique\Deed.wpd

ANDROSCOGGIN COUNTY
TINA M CHOUINARD
REGISTER OF DEEDS

**DECLARATION OF COVENANT AND RESTRICTION
FOR AGHRA CAPALL LLC**

THIS Declaration of Covenant and Restriction is made effective this day of _____, 2017, by **Aghra Capall LLC**, a limited liability company duly organized and existing under the laws of the State of Maine, with a place of business at 195 Center Street in Auburn, Androscoggin County, Maine, hereinafter referred to as the "LLC", which expression shall include its successors and assigns.

WHEREAS

The LLC owns a certain parcel of improved real property (hereafter the "Real Estate") located at 1863 Pownal Road in Auburn, Androscoggin County, Maine, and being the same premises conveyed to the LLC by deed of Heaven Lee Love and Ralph Searles, Jr. dated July 26, 2016 and recorded in the Androscoggin County Registry of Deeds in Book 9422, Page 216; and

WHEREAS,

The LLC has elected to place, without any requirement imposed upon the LLC and without any coercion on the part of any person or entity, a perpetual restriction, running with the land, upon the Real Estate in order to prevent further division of the Real Estate into multiple lots and to restrict development on the Real Estate, which is the purpose of this document to recite (this document hereafter referred to as the "Declaration").

NOW, THEREFORE,

The LLC, for itself and its successors and assigns, declares the Real Estate, as described in the aforementioned deed recorded in said Registry in Book 9422, Page 216, to be subject to the following covenant and restriction:

ARTICLE 1. Restriction. The LLC hereby states and declares that the Real Estate, from the effective date of this instrument set forth above, is and shall be subject to a perpetual restriction,

running with the land, that the Real Estate shall not be divided into multiple lots, without regard to any municipal zoning provisions applicable to the Real Estate, whether hereby existing or hereafter arising. This restriction shall not prevent the LLC from accepting delivery of any subsequent deed which would add additional real property to the Real Estate, but the acceptance of any such deed shall not in any manner affect the nature or scope of the restriction established hereby or any other aspect of this Declaration. Any such additional real property once acquired by the LLC shall be included under the definition of "Real Estate" hereunder, and shall be subject to all terms and conditions set forth herein.

ARTICLE 2. Triggering Events. This restriction shall only take effect upon the following triggering events occurring; (a) the City of Auburn confirming to the LLC in writing that the City will allow permits to be issued to the LLC in order to make repairs and perform maintenance on the residential structure currently located on the Real Estate and to allow accessory structures to the currently existing residential structure to be located on the Real Estate, and (b) the recording of this Declaration in the Androscoggin County Registry of Deeds. In the event subpart (a) of this Article 2 occurs, the LLC shall be legally obligated to promptly accomplish subpart (b) of this Article 2. The cost of recording this Declaration shall be borne by the LLC.

ARTICLE 3. Enforcement. The authority for enforcement of any violation of the restriction imposed upon the Real Estate by this Declaration is hereby granted to the City of Auburn and any real estate property owner whose property abuts the Real Estate. This enforcement authority may be exercised by any of the parties set forth in this Article 2, and shall not require all of said parties to engage in any applicable enforcement action.

IN WITNESS WHEREOF, **Gary McFarland**, duly authorized Member of Aghra Capall LLC, has caused this instrument to be executed on the day and date first above written.

AGHRA CAPALL LLC

By: Gary McFarland
Its: Member, Duly Authorized

**STATE OF MAINE
ANDROSCOGGIN, SS.**

_____, 2017

Then personally appeared the above-named **Gary McFarland**, duly authorized Member of **AGHRA CAPALL LLC** and acknowledged the foregoing instrument to be his free act and deed in said capacity and the free act and deed of **AGHRA CAPALL LLC**.

Notary Public/Attorney At Law
Print Name: _____
Commission Expires: _____



CADmaster

586 Park Avenue - Auburn, Maine 04210
office - 207-689-3232 cell - 207-240-5567
e-mail - gsb@cadmasterr.com

Land Surveying and Septic Design

March 28, 2017

Mr. Kim Visbaras, esq.
c/o Visbaras Law, LLC
195 Center Street
Auburn, Maine 04210

re: Aghra Capall, LLC Property - 1863 Pownal Road - Auburn, Maine

Dear Mr. Visbaras:

At your request, with regards to the area of the property located at 1863 Pownal Road, Auburn, ME., I've reviewed and reaffirmed that the approximate area of the Aghra Capall, LLC parcel and concluded that the total area with the parcel as described in the deed recorded at the Androscoggin County Registry of Deeds in Book 9422, Page 216 is 8.02 acres.

Should you have any questions, feel free to give me a call at either of the following numbers: office = 689-3232, cell = 240-5567.

Respectfully yours,

George S. Bouchles, PLS 2295