

WARRANTY DEED

STEPHEN G. WELCH AND MARY FOLEY WELCH

Of: 330 Terrell Road, San Antonio, TX: 78209

for consideration paid, grant to

STEPHEN G. WELCH AND MARY F. WELCH AS CO-TRUSTEES of the WELCH 2002 LIVING TRUST, which trust agreement is dated August 26, 2002

Said Trust having an address of: 330 Terrell Road, San Antonio, TX 78209, with WARRANTY COVENANTS, the following described real property in Scarborough, County of Cumberland 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 19th day of November, 2004.

Gina C. Pacheco
GINA C. PACHECO

Stephen G. Welch
Stephen G. Welch

M.N. Gilcham
M.N. GILCIAM

Mary Foley Welch
Mary Foley Welch

State of Texas
Bexar, ss.

November 19, 2004

Personally appeared before me the above-named Stephen G. Welch and Mary Foley Welch and acknowledged the foregoing instrument to be their free act and deed.

Before me,

[Signature of Notary Public]

Notary Public
My Commission Expires:



H-WELCH

EXHIBIT A

A certain lot or parcel of land situated at Higgins Beach, so-called, Town of Scarborough, County of Cumberland and State of Maine, bounded and described as follows:

Beginning at a point on the northwesterly sideline of Forest Street, marked by an iron rod and being the southwesterly corner of land of David B. Fuller described in deed recorded in Book 6274, Page 63, of the Cumberland County Registry of Deeds; thence N 18° 36' 20" W a distance of 244.07 feet to a point marked by an iron rod on the southerly bound of land now or formerly known as Spurwink Pines; thence S 74° 30' 00" W a distance of 110.25 feet to a point which is the northeasterly corner of Lot No. 2 as designated on a certain plan of Owen Haskell, Inc., dated July 25, 1984; thence S 28° 27' 08" E a distance of 126.91 feet to a point; thence N 71° 23' 40" E a distance of 38.38 feet to a point; thence southeasterly in an arc with a radius of 40 feet a distance of 62.83 feet to a point; thence S 18° 36' 20" E a distance of 85 feet to a point on the northwesterly sideline of said Forest Street; thence N 71° 23' 40" E along said Forest Street a distance of 10 feet to the point of beginning.

Also hereby conveying in perpetuity to Grantees, their heirs and assigns, the right in common with other to pass and repass by foot, vehicle, and also to lay, relay, and maintain utility lines over a certain strip of land adjoining said parcel 10 feet in width and further described and bounded as follows:

Beginning at a point on the northwesterly sideline of said Forest Street at the southeasterly corner of Lot No. 1 as designated on said plan of Owen Haskell, Inc., thence N 18° 36' 20" W along Lot No. 1 a distance of 85 feet to a point; thence northwesterly in an arc with a radius of 30 feet along Lot No. 1 a distance of 47.12 feet to a point; thence S 71° 23' 40" W along Lot No. 1 a distance of 95.12 feet to a point; thence N 18° 36' 20" W a distance of 20 feet to a point; thence N 71° 23' 40" E a distance of 55 feet to a point; thence S 28° 27' 08" E a distance of 10 feet, more or less, to a point and Lot No. 3 as designated on said plan of Owen Haskell, Inc.; thence N 71° 23' 40" E a distance of 38.38 feet to a point; thence southeasterly in an arc with a radius of 40 feet along Lot No. 3 a distance of 62.83 feet to a point; thence S 18° 36' 20" E along Lot No. 3 a distance of 85 feet to a point on the northwesterly sideline of Forest Street; thence S 71° 23' 40" W along Forest Street a distance of 10 feet to the point of beginning. Grantees herein agree for themselves, their heirs and assigns, to share equally with the owners of Lots No. 2 and Lot No. 1 as designated on said plan of Owen Haskell, Inc., in the maintenance and repair of any roadway located in said right-of-way. Grantees further agree for themselves, their heirs and assigns, that in the event said roadway is disturbed by them for the laying, relaying, or maintenance of utility lines as aforesaid, they shall return the roadway located thereon to its prior condition.

Excepting and reserving to Hilma N. Thelin, her heirs and assigns, the right to pass and repass by vehicle and foot and lay, relay, maintain and repair utility lines over the following described parcel:

Beginning at a point on the northwesterly sideline of Forest Street being the southwesterly corner of land of David B. Fuller as described in deed recorded in Book 6274, Page 63, of the Cumberland County Registry of Deeds; thence N 18° 36' 20" W a distance of 85 feet to a point; thence northwesterly in an arc with a radius of 50 feet a distance of 78.54 feet to a point; thence S 71° 23' 40" W a distance of 40.12 feet to a point on the westerly boundary of Lot No. 3 and easterly boundary of Lot No. 2 on the aforementioned plan of Owen Haskell, Inc.; thence S 28° 27' 08" E a distance of 10 feet, more or less, to the southwesterly corner of Lot No. 3; thence N 71° 23' 40" E a distance of 38.38 feet to a point; thence southeasterly in an arc with a radius of 40 feet a distance of 62.83 feet to a point; thence S 18° 36' 20" E a distance of 85 feet to a point on the northwesterly sideline of Forest Street; thence N 71° 23' 40" E along the sideline of Forest Street to the point of beginning.

Subject to a certain easement or right-of-way as contained in deed of Hilma N. Thelin to Linda T. Daisley, et al, dated June 3, 1985 and recorded in the Cumberland County Registry of Deeds in Book 6780, Page 62.

This conveyance is subject to an easement in Forest Street granted to the Portland Water District and recorded in the Cumberland County Registry of Deeds in Book 5076, Page 31.

H-WELCH

Received
Recorded Register of Deeds
Dec 14, 2004 02:25:05P
Cumberland County
John B O'Brien