

PUBLIC TURNAROUND EASEMENT DEED

KNOW ALL PERSONS BY THESE PRESENTS that **BAILEY ELLEN C TRUSTEE/THE BAILEY REALTY TRUST**, whose mailing address is **62 Island Dr. Windham ME 04062** (the "Grantor"), hereby GRANTS to the **TOWN OF WINDHAM, MAINE**, a municipality organized and existing under the laws of the State of Maine with a mailing address of 8 School Road, Windham, Maine 04062 (the "Grantee"), its successors and assigns, in perpetuity, a **PUBLIC TURNAROUND EASEMENT**, located at the end of **Island Drive**, which is depicted on the Town's tax maps as Map **56**, Lot **17**, so called, in the Town of Windham, County of Cumberland, State of Maine, which is more particularly bounded and depicted in **Exhibit A**, attached hereto and made a part hereof by referenced (the "Easement Area").

This easement shall allow Grantee, as well as members of the general public, to use the Easement Area for the turnaround of motor vehicles, including but not limited to snow plows. The easement shall also allow Grantee, its successors and assigns, to use, maintain, repair, plow, remove or deposit snow on, the Easement Area.

The parties further acknowledge and agree that Grantee's performance of said work shall not be construed to grant any rights of entry or use from Grantor to Grantee or the general public other than as specifically stated herein, or otherwise make any portion of Grantor's property a highway, town way, or street, subject to Grantee's maintenance responsibilities under 23 M.R.S. § 3651, as may be amended from time to time.

This easement shall not be construed to constitute a waiver of any defense, immunity, or limitation of liability that may be available to Grantee, or any of its officers, agents, or employees, pursuant to the Maine Tort Claims Act, 14 M.R.S. §§ 8101 et seq., as may be amended from time to time.

IN WITNESS WHEREOF, Ellen Bailey has caused this instrument to be signed and sealed on this 20 day of December, 2024.

WITNESS:

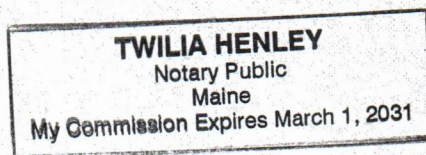
Marina McGonagall Ellen Bailey Trustee/The Bailey Realty Trust
[GRANTOR]

STATE OF MAINE
CUMBERLAND, ss.

12-20, 2024

Then personally appeared the above-named [GRANTOR] and swore the foregoing to be his free act and deed.

Before me,



Twilia Henley
Notary Public
Print Name: Twilia Henley
Commission Expires: 3-1-2031

PUBLIC TURNAROUND EASEMENT DEED

KNOW ALL PERSONS BY THESE PRESENTS that **BAILEY ELLEN C TRUSTEE/THE BAILEY REALTY TRUST**, whose mailing address is **62 Island Dr, Windham ME 04062** (the "Grantor"), hereby GRANTS to the **TOWN OF WINDHAM, MAINE**, a municipality organized and existing under the laws of the State of Maine with a mailing address of 8 School Road, Windham, Maine 04062 (the "Grantee"), its successors and assigns, in perpetuity, a **PUBLIC TURNAROUND EASEMENT**, located at the end of **Island Drive**, which is depicted on the Town's tax maps as Map **56**, Lot **17**, so called, in the Town of Windham, County of Cumberland, State of Maine, which is more particularly bounded and depicted in **Exhibit A**, attached hereto and made a part hereof by referenced (the "Easement Area").

This easement shall allow Grantee, as well as members of the general public, to use the Easement Area for the turnaround of motor vehicles, including but not limited to snow plows. The easement shall also allow Grantee, its successors and assigns, to use, maintain, repair, plow, remove or deposit snow on, the Easement Area.

The parties further acknowledge and agree that Grantee's performance of said work shall not be construed to grant any rights of entry or use from Grantor to Grantee or the general public other than as specifically stated herein, or otherwise make any portion of Grantor's property a highway, town way, or street, subject to Grantee's maintenance responsibilities under 23 M.R.S. § 3651, as may be amended from time to time.

This easement shall not be construed to constitute a waiver of any defense, immunity, or limitation of liability that may be available to Grantee, or any of its officers, agents, or employees, pursuant to the Maine Tort Claims Act, 14 M.R.S. §§ 8101 et seq., as may be amended from time to time.

IN WITNESS WHEREOF, Clifford Bailey has caused this instrument to be signed and sealed on this 3rd day of January, 2025.

WITNESS:

[Signature]

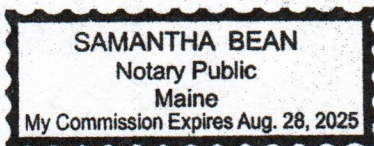
Cliff B. Bailey - The Bailey Realty Trust
[GRANTOR]

STATE OF MAINE
CUMBERLAND, ss.

1/3, 20225

Then personally appeared the above-named [GRANTOR] and swore the foregoing to be his free act and deed.

Before me,



Samantha Bean
Notary Public
Print Name: Samantha Bean
Commission Expires: Aug. 28, 2025



PUBLIC TURNAROUND EASEMENT DEED

KNOW ALL PERSONS BY THESE PRESENTS that **BAILEY ELLEN C TRUSTEE/THE BAILEY REALTY TRUST**, whose mailing address is **62 Island Dr, Windham ME 04062** (the "Grantor"), hereby GRANTS to the **TOWN OF WINDHAM, MAINE**, a municipality organized and existing under the laws of the State of Maine with a mailing address of 8 School Road, Windham, Maine 04062 (the "Grantee"), its successors and assigns, in perpetuity, a **PUBLIC TURNAROUND EASEMENT**, located at the end of **Island Drive**, which is depicted on the Town's tax maps as Map **56**, Lot **17**, so called, in the Town of Windham, County of Cumberland, State of Maine, which is more particularly bounded and depicted in **Exhibit A**, attached hereto and made a part hereof by referenced (the "Easement Area").

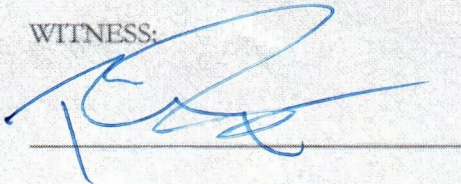
This easement shall allow Grantee, as well as members of the general public, to use the Easement Area for the turnaround of motor vehicles, including but not limited to snow plows. The easement shall also allow Grantee, its successors and assigns, to use, maintain, repair, plow, remove or deposit snow on, the Easement Area.

The parties further acknowledge and agree that Grantee's performance of said work shall not be construed to grant any rights of entry or use from Grantor to Grantee or the general public other than as specifically stated herein, or otherwise make any portion of Grantor's property a highway, town way, or street, subject to Grantee's maintenance responsibilities under 23 M.R.S. § 3651, as may be amended from time to time.

This easement shall not be construed to constitute a waiver of any defense, immunity, or limitation of liability that may be available to Grantee, or any of its officers, agents, or employees, pursuant to the Maine Tort Claims Act, 14 M.R.S. §§ 8101 et seq., as may be amended from time to time.

IN WITNESS WHEREOF, Barbara B. Beckwith has caused this instrument to be signed and sealed on this 16 day of January 2025.

WITNESS:

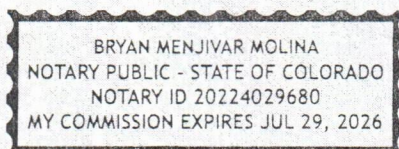


Barbara B. Beckwith
[GRANTOR]

~~STATE OF MAINE~~ Colorado
~~CUMBERLAND~~, ss. Pitkin

1/16, 2025

Then personally appeared the above-named [GRANTOR] and swore the foregoing to be his free act and deed.



Before me,




Notary Public
Print Name: Bryan Menjivar Molina
Commission Expires: July 29, 2026

Exhibit A

62 Island Dr, Windham Maine

Turn around Easement

 Easement Area

