

**FIRE ESCAPE EASEMENT DEED**

THIS FIRE ESCAPE EASEMENT DEED is made this 27 day of January, 2005, by **JAMES B. LEACH, TRUSTEE OF FFD TRUST**, a Massachusetts trust under Declaration of Trust Dated June 14, 1999 (hereinafter referred to as "Grantor"), in favor of **EVERETT CHAMBERS, L.P.**, a Maine limited partnership with a place of business in the City of Portland, Cumberland County, Maine, its successor;; and assigns (hereinafter referred to as the "Holder").

**WITNESSETH:**

WHEREAS, Grantor holds title *to* certain real property situated in Portland, Maine consisting of a parcel described in a deed dated September 26, 2002, from October Corporation to James B. Leach, Trustee of FFD Trust, a Massachusetts trust under Declaration of Trust Dated June 14, 1999, and recorded in the Cumberland County Registry of Deeds in Book 18161 Page 64 (hereafter the "Property"); and

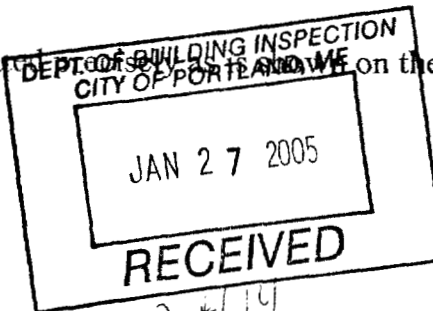
WHEREAS, Holder holds title to certain real property situated in Portland, Maine consisting of a parcel described in a deed from Hotel Everett Corporation to Durango Partners, LLC dated September 15, 1999 and recorded in the Cumberland County Registry of Deeds in Book 1504 Page 276 (hereafter "Holder's Property"), which is benefited **by** the easement contained herein; and

WHEREAS, Grantor has proposed to convey to the Holder a fire **escape** easement over the Property, the location of which is shown on a drawing entitled "REAR ELEVATION" prepared by CWS Architects for Everett Hotel, LLC, dated 4/19/05, and which is attached hereto as Exhibit **A** (hereafter the "Drawing");

NOW, **THEREFORE**, in consideration of the foregoing and the covenants, terms, condition;;, and restrictions herein contained, *the* Grantor hereby **GRANTS** to the Holder, its successors and assigns, as an absolute and unconditional gift, forever and in perpetuity, an easement over the Property as set forth herein (hereafter the "Easement"):

1. **PURPOSE:** It is the purpose of this Easement to facilitate egress from Holder's Property in the event of a fire or other emergency. Holder's use of this Easement shall be confined to such activities as are consistent with the purpose of this Easement.

2. **LOCATION:** This Easement shall be located 51 Oak on the Drawing.



51 Oak

378119

050061

3. **RIGHTS OF HOLDER** To accomplish the purpose of this Easement the following rights are conveyed to Holder:

a. the right of the Holder, its guests, employees and invitees, to use this Easement in a manner consistent with its terms;

b. the right to inspect the Easement, at any reasonable time and in any reasonable manner, provided that the time and manner of such entry does not unreasonably interfere with the uses of the Easement permitted hereunder or the Grantor's quiet enjoyment of the Property, and to enforce by proceedings at law or in equity the covenants hereinafter set forth; and

c. the right to prevent any activity on or use of the Easement that is inconsistent with the purpose of this Easement and to require the restoration of such areas or features of the Easement and/or the Property that may be damaged by any inconsistent activity or use.

The Holder agrees to bear all costs and responsibility of operation, upkeep, and maintenance of this Easement.

4. **USE OF THIS EASEMENT:** This Easement shall be used exclusively for emergency pedestrian egress from the Holder's Property. Except as provided for below and with prior written authorization from the Grantor, which shall not be unreasonably withheld, neither the Holder nor any third-parties shall alter the fire escape structures of Grantor. Any activity on or use of this Easement inconsistent with the purposes of this Easement is prohibited.

5. **RESERVED RIGHTS:** Grantor reserves to itself, and to its successors and assigns, all rights accruing from its ownership of the Property, including the right to engage in, and permit or invite others to engage in, all uses of the Property that are not expressly prohibited herein and are not inconsistent with the purpose of this Easement. Without limiting the generality of the foregoing, the foregoing rights are expressly reserved:

a. The right of the Grantor, its guests, employees and invitees, to use this Easement for emergency egress from Grantor's Property and for any other use that is not expressly prohibited above or would undermine the purpose of this Easement;

b. The right to improve or enlarge Holder's Property, including the right to add additional floors to the building, provided that Grantor shall take all steps necessary, including but not limited to granting a new easement, to ensure that the

Holder's Property shall maintain the benefit of this Easement (or a replacement easement, if necessary) for the uses herein described, and shall otherwise remain in compliance with all applicable federal and state laws, and local ordinances and similar requirements;

c. The right to convey the Property, always subject to the terms of this Easement; and

d. The right to demolish the Property, in which case the Holder shall have no **right to require the** reconstruction of any structure to accomplish **the** purposes of this Fire Escape Easement Deed.

6. INTERPRETATION: If uncertainty should arise in the interpretation of this Easement, it shall be construed in favor of promoting the intended purposes of this Easement

7. SUCCESSORS: The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the Property. The Holder shall not grant, sell, convey, lease, or otherwise transfer any interests in this Easement except with the Grantor's prior written consent

8. TERMINATION OF RIGHTS AND OBLIGATIONS: A party's rights and obligations under this Easement shall terminate upon transfer of that party's interest in the Easement or Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

TO WAVE AND TO HOLD this said Easement unto the said Holder and its successors and assigns forever

IN WITNESS WHEREOF, the said Grantor, James B. Leach, Trustee of FFD Trust, has executed this Deed as of the day and year first above written.

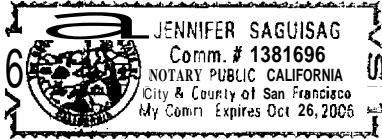
FFD Trust

By: James B. Leach  
James B. Leach  
Its: Trustee

STATE OF California  
COUNTY OF San Francisco

January 27, 2005

Personally appeared the above-named, James B. Leach, Trustee of FFD Trust, and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of said limited liability company and said trust.



Before me,

A handwritten signature in black ink, appearing to read "Jennifer Saguisag".

Notary Public/Attorney at Law

Jennifer Saguisag

Print Name

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