

5-588-5

AFTER RECORDING RETURN TO:  
Tarlow Naito & Summers, LLP  
6650 SW Redwood Lane Suite 215  
Portland, Oregon 97224  
(10097.0003 bsk)

Recorded in MULTNOMAH COUNTY, OREGON  
C. Swick, Deputy Clerk  
A49 3 ATKLM  
Total : 31.00  
2005-155546 08/17/2005 02:32:49pm

*This space provided for recorder's use.*

**ACCESS AND PARKING EASEMENT**

This Easement is made this 16 day of August, 2005, by Prima Hotels of Oregon, Inc., and Oregon corporation ("Prima Hotels") and Michael Chiu and Shirley Chiu, Co-trustees of the Chiu 1981 Revocable Trust ("Chiu Trust") and Jennie Celina Chiu, as Trustee of the Jennie Celina Chiu Living Trust dated January 22, 1992, ("Jennie Chiu Trust").

**RECITALS**

1. Prima Hotels is the owner the real property described in Exhibit A, attached hereto and made a part hereof ("Property A");
2. Chiu Trust as to an undivided ninety percent (90%) interest and Jennie Chiu Trust as to an undivided ten percent (10%) interest, together as tenants in common, are the owners of the real property described in Exhibit B, attached hereto and made a part hereof ("Property B");
3. Chiu Trust and Jennie Chiu Trust ("Owner") desire to subject Property B to a nonexclusive, perpetual parking and access easement for the benefit of Property A.

**AGREEMENT**

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Owner, as the owners of Property B, do hereby grant unto Prima Hotels, as the owner of Property A, and its tenants, employees, agents, visitors and licensees, a perpetual nonexclusive easement over and across Property B, together with a non-exclusive easement for parking of passenger vehicles on a portion of Property B described on Exhibit C.
2. The portion of Property B described on Exhibit C shall contain not less than forty-five (45) parking spaces. Owner shall have the right to relocate the parking area on Property B provided that the relocated parking area shall contain no less than forty-five (45) parking spaces. Upon such relocation, Owner will record a revised Exhibit C to designate the relocated parking area.
3. Once Property B is developed, Owner shall maintain the driving and paved parking surfaces of Property B in good condition and repair. Owner shall not place any structure on the portion of Property B described on Exhibit C or use such parking areas for any other use inconsistent with the right granted hereunder, except as may be temporarily required for maintenance purposes.

\*This document is being re-recorded to include a legal description. It is the same as document number 2005-155546.

Page 1 - PARKING EASEMENT

Recorded in MULTNOMAH COUNTY, OREGON  
C. Swick, Deputy Clerk  
A49 4 ATKLM  
Total : 20.00  
2005-243553 12/16/2005 10:30:23am

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4. Each party agrees to indemnify and defend the other from any loss, claim or liability arising in any manner out of that party's negligence and that of its tenants, agents, employees, visitors and licensees in the use of Properties A and B pursuant to this Agreement.

5. All uses of the Easement granted pursuant to this Agreement shall be in conformance with all applicable federal, state, county, and municipal laws, ordinances, regulations, and requirements.

6. The terms of this Agreement may be modified only upon the consent of the parties as evidenced by their execution of a written instrument that is recorded in the deed records of Multnomah County, Oregon.

7. This Agreement shall inure to the benefit of and shall be binding upon each of the parties and their successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

PRIMA HOTELS OF OREGON, INC., an Oregon corporation

By:

[Signature]  
Michael Chiu, Resident

[Signature] Trustee

Michael Chiu, as Co-Trustee of the Chiu  
1981 Revocable Trust

DATED: August 16, 2005

[Signature], Trustee

Shirley Chiu, as Co-Trustee of the Chiu  
1981 Revocable Trust, by Michael Chiu, her attorney in fact  
As 90% Owner of Property B

DATED: August 16, 2005

[Signature] Trustee

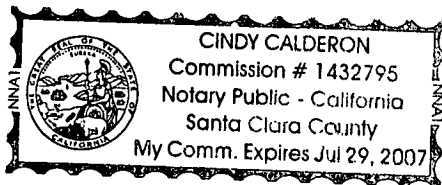
Jennie Celina Chiu, as Trustee of the Jennie  
Celina Chiu Living Trust dated January 22, 1992  
As 10% Owner of Property B

DATED: August 16, 2005

STATE OF California )  
County of Santa Clara )

This instrument was acknowledged before me on August 16, 2005 by Michael Chiu as President of Prima Hotels of Oregon, Inc.

[Signature]  
NOTARY PUBLIC FOR OREGON CALIFORNIA  
My commission expires: July 29, 2007



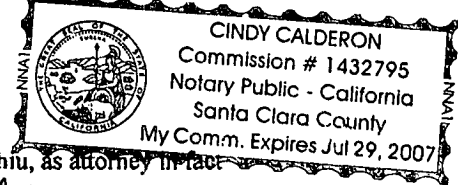
STATE OF California )  
County of Santa Clara ) ss.



This instrument was acknowledged before me on August 16, 2005, by Michael Chiu as Co-Trustee of the Chiu 1981 Revocable Trust.

Cindy Calderon  
NOTARY PUBLIC FOR OREGON  
My Commission Expires: 9/25/20

STATE OF California )  
County of Santa Clara ) ss.



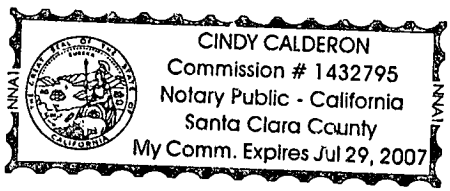
This instrument was acknowledged before me on August 16, 2005, by Michael Chiu, as attorney in fact for Shirley Chiu as Co-Trustee of the Chiu 1981 Revocable Trust.

Cindy Calderon  
NOTARY PUBLIC FOR OREGON  
My Commission Expires: 9/25/20

STATE OF California )  
County of Santa Clara ) ss.

This instrument was acknowledged before me on August 16, 2005, by Jennie Celina Chiu as Trustee of the Jennie Celina Chiu Living Trust dated January 22, 1992.

Cindy Calderon  
NOTARY PUBLIC FOR OREGON  
My Commission Expires: 9/25/20



**EXHIBIT "ONE"**

Commencing at a bare 5/8 inch iron rod found at the initial point of the plat of NORTH HARBOUR, recorded April 22, 1998, in Plat Book 1238, Pages 18-20, in Multnomah County Survey Records, located in the Northwest quarter of Section 3, Township 1 North, Range 1 East, Willamette Meridian, in the City of PORTland, Multnomah County, Oregon; thence South 70°00'59" East, along the North line thereof, 194.35 feet to the true point of beginning; thence, continuing along said North line, South 70°00'59" East 260.33 feet to the Northeast corner of Lot 1, NORTH HARBOUR; thence, along the East line thereof, South 19°49'56" West 209.54 feet to a point on the North right of way line of N. Anchor Way; thence, along the arc of a 75.00 foot radius non-tangent curve to the left, through a central angle of 10°46'10", (the long chord bears North 67°27'46" West 14.08 feet) an arc distance of 14.09 feet; thence, continuing along said North right of way line, North 72°50'21" West 247.13 feet to a point on the West line of a 15.00 foot public walkway and utility easement; thence, along said West line, North 19°59'21" East 221.08 feet to the true point of beginning.