

SCHEDULE A

Order No. 89022406-M

Policy No. 0-5201-23037

Date of Policy: December 26, 1989 1:12 P.M.

Amount of Insurance: \$2,210,000.00

Premium: \$ 4,048.00

1. Name of Insured: LLOYD CENTER HOTEL ASSOCIATES LIMITED
PARTNERSHIP, a Washington limited partnership

2. The estate or interest referred to herein is, at the date hereof, vested in
LLOYD CENTER HOTEL ASSOCIATES LIMITED PARTNERSHIP, a Washington
limited partnership

3. The land referred to in this policy is situated in the State of Oregon, County of MULTNOMAH
and described as follows:

SEE EXHIBIT A

SCHEDULE B

Policy No.: 0-5201-23037

This policy does not insure against loss or damage, nor against costs, attorney's fees or expenses, any or all of which arise by reason of the matters shown or referred to in this Schedule except to the extent that the owner of any mortgage or deed of trust is expressly insured on Schedule A of this policy.

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests, easements or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession thereof.
3. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. Statutory liens or other liens or encumbrances, or claims thereof, which are not shown by the public records.
6. Easement, including the terms and provisions thereof:
For: Sewer purposes
Granted to: City of Portland
Recorded: March 20, 1913
Book: 613 Page: 221
Affects: Parcel VII
7. Conditions and Restrictions, established by City of Portland Ordinance:
No.: 162156
Recorded: October 13, 1989
Book: 2244 Page: 2325
8. Commercial Deed of Trust and Security Agreement with Assignment of Rents (Oregon Property), including the terms and provisions thereof to secure the amount noted below and other amounts secured thereunder, if any:
Grantor: Lloyd Center Hotel Associates Limited Partnership, a Washington limited partnership
Trustee: Stewart Title of Oregon, Inc.
Beneficiary: Key Bank of Oregon, an Oregon banking corporation
Dated: December 19, 1989
Recorded: December 26, 1989
Book: 2263 Page: 1466
Amount: \$11,225,000.00
Loan No.: Not disclosed

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EXHIBIT "A"

PARCEL I: (PARCEL 36 EAST OF LLOYD CENTER) - TAX ACCOUNT R-39550-4250

Lots 29, 30, 31 and 32, Block "A", HOLLADAY PARK ADDITION, in the City of Portland, County of Multnomah and State of Oregon, EXCEPTING THEREFROM the North 10 feet as conveyed to the City of Portland by Deed recorded July 23, 1951 in Book 1488, page 216, Multnomah County Records.

PARCEL II: (PARCEL 39 EAST OF LLOYD CENTER) - TAX ACCOUNT R-94135-0120

A tract of land in the Northeast one-quarter of Section 35, Township 1 North, Range 1 East of the Willamette Meridian, in the City of Portland, County of Multnomah and State of Oregon, described as follows:

Beginning at a point on the Southerly extension of the Westerly line of N.E. 21st Avenue 200 feet South of the South line of N.E. Multnomah Street; thence North $88^{\circ}14'37''$ West on a line parallel with the South line of N.E. Multnomah Street a distance of 200 feet to the Northeast corner of the tract conveyed to Yamato Wood & Coal Company by Deed recorded June 27, 1911 in Book 547, page 32, Deed Records; thence South $1^{\circ}45'23''$ West along the East line of said Yamato Wood & Coal Company tract to the 151.06 feet to the Northerly line of the O.W.R. & N. right of way; thence Easterly along said O.W.R. & N. right of way along a curve to the left having a radius of 2814.93 feet and a central angle of $2^{\circ}38'24''$ a length of 129.70 feet, said curve subtended by a chord that bears North $88^{\circ}53'05''$ East 129.69 feet, to a point of tangency; thence North $87^{\circ}33'53''$ East 70.66 feet to the Southerly extension of the Westerly line of N.E. 21st Avenue; thence North $1^{\circ}45'23''$ East along said street line as extended 139.40 feet to the point of beginning.

PARCEL III (PARCEL 40 EAST OF LLOYD CENTER) - TAX ACCOUNT R-94135-0170

A tract in the Northeast quarter of Section 35, Township 1 North, Range 1 East of the Willamette Meridian, in the City of Portland, County of Multnomah and State of Oregon, described as follows: Beginning at a point of intersection of the North line of the O.W.R. & N. right of way as it now exists with the East line of N.E. 19th Avenue if extended South; thence North $1^{\circ}45'23''$ East on said East line of N.E. 19th Avenue if extended South 149.37 feet to a point 200.00 feet South of the South line of N.E. Multnomah Street; thence South $88^{\circ}14'37''$ East and parallel with the South line of N.E. Multnomah Street, 200.00 feet to a point; thence South $1^{\circ}45'23''$ West at right angles and parallel with the East line of N.E. 19th Avenue if extended South 151.06 feet to a point in the North line of the O.W.R. & N. right of way as it now exists; thence along a non-tangent curve to the right having a radius of 2814.93 feet and a central angle of $4^{\circ}04'19''$ a length of 200.05 feet, said cuve is subtended by a chord which bears North $87^{\circ}45'34''$ West 200.01 feet to the point of

Continued on next page

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beginning.

PARCEL IV (PARCEL 41 EAST OF LLOYD CENTER) - TAX ACCOUNT
R-94135-0590

The South one-half of the certain tract of land in Section 35, Township 1 North, Range 1 East of the Willamette Meridian, in the City of Portland, County of Multnomah and State of Oregon, described as follows:

Beginning at the Southwest corner of Lot 28, Block "A", HOLLADAY PARK ADDITION; thence South 1°45'23" West on a continuation of the West line of said Lot 28, a distance of 100.00 feet; thence South 88°14'37" East parallel with the South line of said Block "A", a distance of 160.00 feet; thence North 1°45'23" East a distance of 100.00 feet to the Southeast corner of Lot 26 of said Block "A"; thence North 88°14'37" West on the South line of said Block "A" to the place of beginning.

PARCEL V (PARCEL 42 EAST OF LLOYD CENTER) - TAX ACCOUNT
R-94135-0160

That certain tract of land in Section 35, Township 1 North, Range 1 East of the Willamette Meridian, in the City of Portland, County of Multnomah and State of Oregon, and lying South of and adjoining Lots 29, 30, 31 and 32, Block "A", HOLLADAY PARK ADDITION, described as follows:

Beginning at a point in the South line of Block "A", HOLLADAY PARK ADDITION, where the same is intersected by the Southerly extension of the East line of Block 1 in said HOLLADAY PARK ADDITION (said point being the Southeast corner of Lot 29 in said Block "A"); running thence South 1°45'23" West along the said Southerly extension of the East line of said Block 1 to a point 190.00 feet South of the South line of Multnomah Street as presently existing; running thence North 88°14'37" West and parallel with the South line of Multnomah Street a distance of 188.12 feet to the West line of the D.L.C. of Timothy Sullivan and Margaret Sullivan; thence running North 1°14'11" East along the West line of said D.L.C. 100.00 feet to the South line of said Block "A" in HOLLADAY PARK ADDITION; running thence South 88°14'37" East along the South line of said Block "A" a distance of 189.03 feet to the point of beginning.

PARCEL VI (PARCEL 43 EAST OF LLOYD CENTER) - TAX ACCOUNT
R-94135-0170

That certain tract of land in Section 35, Township 1 North, Range 1 East of the Willamette Meridian, in the City of Portland, County of Multnomah and State of Oregon, described as follows:

Beginning at a point in the West line of the D.L.C. of Timothy Sullivan and Margaret Sullivan, his wife, 190.00 feet South of the South line Multnomah Street as presently existing; running thence South

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88°14'37" East and parallel with the South line of said Multnomah Street 248.12 feet to a point in the Southerly extension of the West line of Block 2, HOLLADAY PARK ADDITION, which point is 200.00 feet South of the South line of Multnomah Street as presently existing; running thence South 1°25'43" West along the extended West line of said Block 2 a distance of 149.37 feet to a point of non-tangent curve on the North right of way line of the Oregon Railroad and Navigation Company; running thence along the North line of said right of way along a curve to the right having a radius of 2814.93 feet and a central angle of 1°31'17" a length of 74.75 feet, said curve is subtended by a chord which bears North 84°57'46" West 74.74 feet to a point of tangency; thence North 84°12'07" West 172.72 feet to the West line of said D.L.C.; thence North 1°14'11" East and along the West line of said D.L.C. 132.93 feet to the point of beginning.

PARCEL VII (PARCEL 37 EAST OF LLOYD CENTER) - TAX ACCOUNT
R-39621-0220

All of Block 180, HOLLADAY'S ADDITION TO EAST PORTLAND, in the City of Portland, County of Multnomah and State of Oregon, TOGETHER WITH those portions of vacated N.E. 17th Avenue and N.E. Hassalo Street which inured thereto. EXCEPTING THEREFROM the West 10 feet of Lots 1, 2, 3, and 4 and the North 10 feet of Lots 1 and 8 as conveyed to the City of Portland by Deed recorded July 23, 1951 in Book 1488, page 210 and 216, Multnomah County Records.

Lots 1, 2, 3, 7 and 8, Block 181, HOLLADAY'S ADDITION TO EAST PORTLAND, in the City of Portland, County of Multnomah and State of Oregon, TOGETHER WITH those portions of vacated N.E. 17th Avenue and N.E. Hassalo Street which inured thereto. EXCEPTING THEREFROM all that portion lying Southerly of the Oregon Washington Railroad and Navigation right of way. FURTHER EXCEPTING therefrom that portion accepted by the City of Portland for 16th Street in Ordinance No. 58074, dated February 13, 1930.

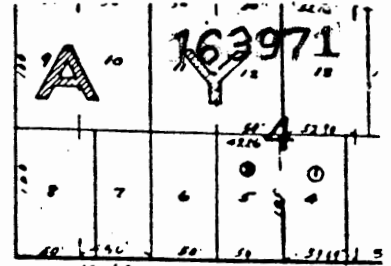
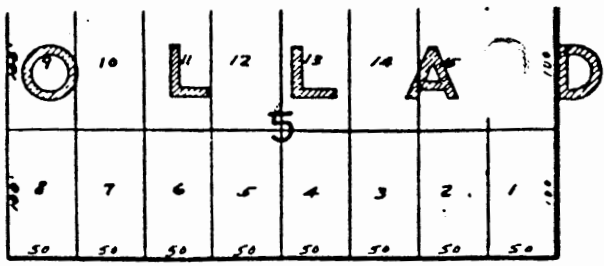
Lots 1, 2, 7 and 8, Block 192, HOLLADAY'S ADDITION TO EAST PORTLAND, in the City of Portland, County of Multnomah and State of Oregon. TOGETHER WITH those portions of vacated N.E. 17th Avenue, N.E. 18th Avenue and N.E. Hassalo Street which inured thereto. EXCEPTING THEREFROM all that portion Southerly of the Oregon Washington Railroad and Navigation right of way.

All of Block 193, HOLLADAY'S ADDITION TO EAST PORTLAND, in the City of Portland, County of Multnomah and State of Oregon. TOGETHER WITH those portions of vacated N.E. 17th Avenue, N.E. 18th Avenue and N.E. Hassalo Street which inured thereto. EXCEPTING THEREFROM the North 10 feet of Lots 1 and 8 as conveyed to the City of Portland by Deed recorded July 23, 1951 in Book 1488, page 216, Deed Records of Multnomah County.

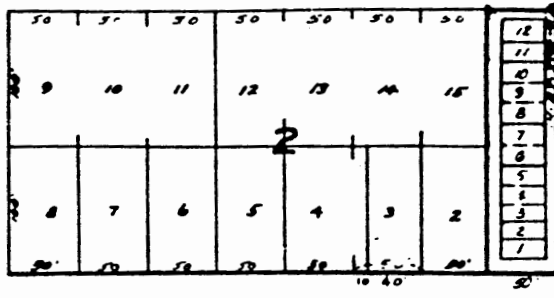
Attached to and made a part of Stewart Title Guaranty Company Policy No. 0-5201-23037
Continuation of Schedule B

9. Financing Statement, including the terms and provisions thereof:
Debtor: Lloyd Center Hotel Associates Limited Partnership
Secured Party: Key Bank of Oregon
Recorded December 26, 1989
Book: 2263 Page: 1481

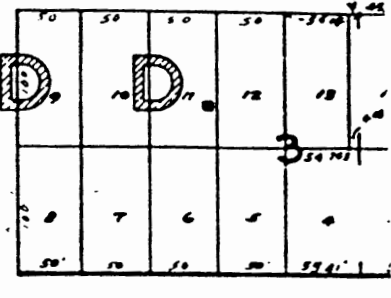
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 Map 2932
 THIS MAP IS FURNISHED AS A CONVENIENCE BY:
STEWART TITLE
 THIS MAP IS NOT A SURVEY AND DOES NOT SHOW THE LOCATION OF ANY IMPROVEMENTS. THE COMPANY ASSUMES NO LIABILITY FOR ANY ERRORS THEREIN.



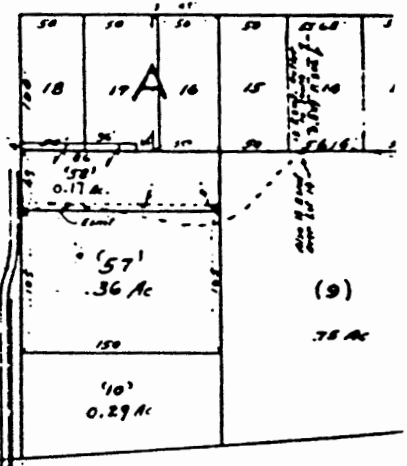
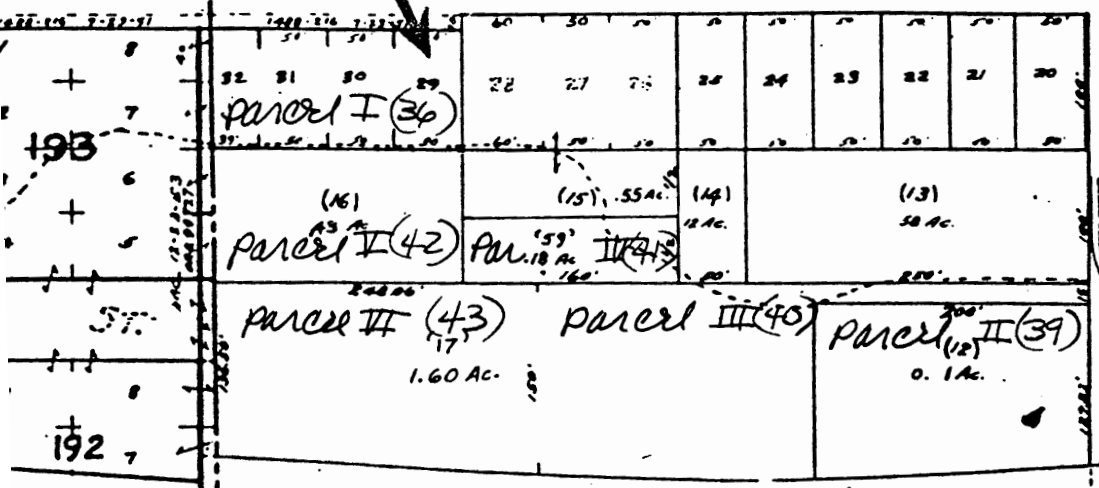
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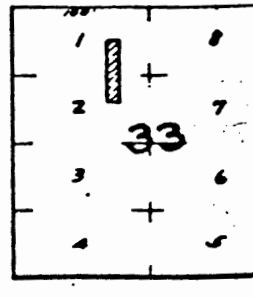
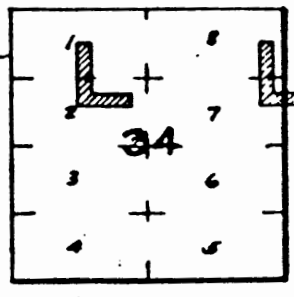
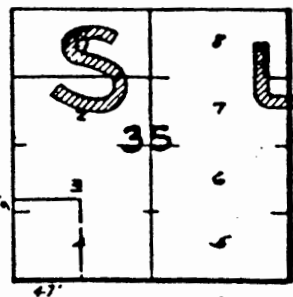
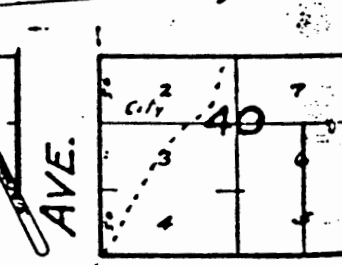
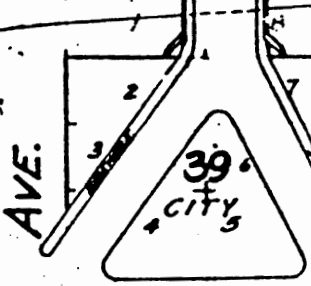
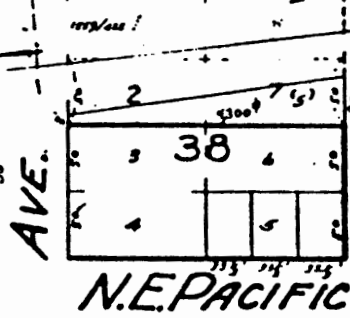
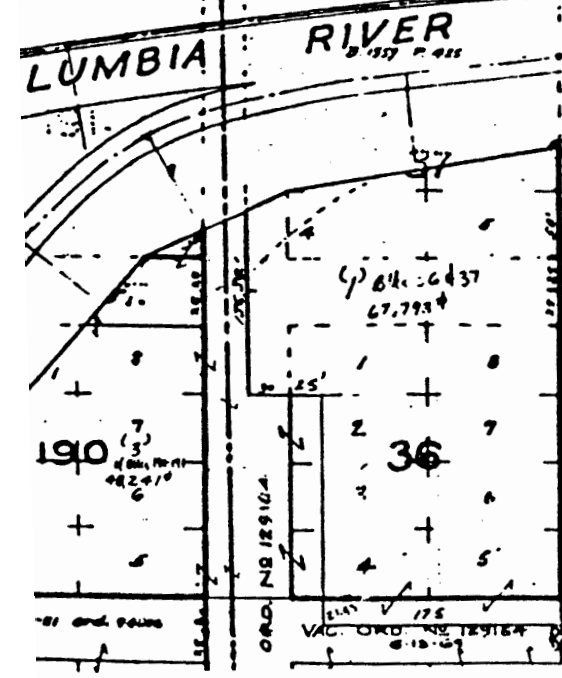
THE CEDAR GARDENS CONDO.
 NE 21 ST



NE MULTNOMAH



O.W.R.N.
 NE HOLLADAY
 HIGHWAY



N.E.

OREGON

PARTNERSHIP AGREEMENT
OF
LLOYD CENTER HOTEL ASSOCIATES LIMITED PARTNERSHIP

Agreement of Limited Partnership made as of the 1st day of August, by and among CULVER INVESTMENT CORPORATION, Suite 217, 16300 Christensen Road, Seattle, Washington 98188, and NORTHWEST HOTELS, INC., a Kansas corporation, of 13111 Killenwood, Wichita, Kansas 67230 (hereinafter each referred to jointly as "Co-General Partners"), and CULVER INVESTMENT CORPORATION whose principal business address is Suite 217, 16300 Christensen Road, Seattle, Washington 98188, and KILLENWOOD ASSOCIATES, a Kansas limited partnership of which Curmudgeon Revocable Trust, a Kansas Trust, is the sole General Partner and whose principal business address is 13111 Killenwood, Wichita, Kansas 67230 (hereinafter referred to as the "Limited Partners"), all of such persons hereinafter being collectively referred to as "Partners," and the Co-General Partners sometimes hereinafter being referred to individually as "General Partner" and collectively as "General Partners".

WITNESSETH

1. Formation. The parties hereto do hereby form a limited partnership pursuant to the provisions of the Uniform Limited Partnership Act of the State of Washington.

2. Name. The business of the partnership shall be conducted under the firm name of LLOYD CENTER HOTEL ASSOCIATES LIMITED PARTNERSHIP.

3. Term. The partnership shall commence as of August 1, 1989 and shall continue until December 31, 2039, or until:

a) no property shall be owned by the partnership;

b) the death or mental incompetency or dissolution of both General Partners (unless the Estate of a General Partner exercises its rights herein contained to continue the partnership business), or the bankruptcy or insolvency of both General Partners;

c) the date as of which all General Partners shall resign or withdraw from the partnership, whichever of said events shall first occur.

4. Purpose. The purpose of the limited partnership is to engage in any lawful business as the General Partners may mutually determine.

5. Principal Office. The principal place of business of the partnership shall be at 16300 Christensen Road, Suite 217, Seattle, Washington 98188, or such other location or locations as may from time to time be decided upon by the Co-General Partners, on notice to the other Partners. The initial Registered Agent for the Limited Partnership shall be CULVER INVESTMENT CORPORATION, having Larry A. Culver as its President, whose address is the same as in the beginning of this paragraph.

6. Capital Contribution/General Partners.

a) Not later than September 1, 1989, the General Partners shall contribute to the capital of the partnership the following amounts:

Culver Investment Corporation	\$100.00
Northwest Hotels, Inc.	\$100.00

All capital contributed pursuant to the foregoing provisions of this paragraph 6 shall be credited to the Capital Accounts standing in the name of each Partner on the books of the partnership.

b) The capital contributed by each Partner pursuant to the foregoing provisions of this Paragraph 6 is hereinafter sometimes referred to as such Partner's "Capital Contribution." The Partner's Capital Account will be maintained in accordance with Treasury Regulations §1.704-1(b)-(2)(iv). Specifically, the partner's capital account must be credited with the following:

- 1) The amount of money the partner has contributed to the partnership.
- 2) The Fair Market Value of property the partner has contributed to the partnership.
- 3) the partner's distributive share of partnership "book" income and gain (or

items thereof), including income and gain exempt from tax.

A partner's capital account must be debited with the following:

- 1) The amount of money distributed to the partner by the partnership.
- 2) The fair market value of property distributed to the partner by the partnership.
- 3) The partner's distributive share of partnership expenditures described in Code Section 705(a)(2)(B).
- 4) The partner's distributive share of partnership "book" loss and deduction, other than items already accounted for as distributive shares of partnership expenditures.

c) The Initial Limited Partners have one percent each of ownership and no contribution obligation. Additional Limited Partners, if any are added, shall contribute such funds as are required by the General Partners initially.

d) After any initial contribution, all Partners shall contribute such amounts as are in the future required by the General Partners to fund the construction and operation of the Partnership. These amounts shall be that as determined by the General Partners to be needed and which are not available from borrowed funds or other funds of the Partnership. The contributions shall be in the proportion of the Partners' Profit and Loss percentage (see attached Exhibit B, which is hereby incorporated by this reference).

7. Percentages. The General Partners shall have an equal ownership interest and Profit and Loss interest as General Partners. If no additional interests are sold, the General Partners shall have 100% of ownership. If additional interests are sold, the General Partners' Interests will be proportionately reduced, and the interest of Additional Limited Partners increased by such reduction (see Exhibit "B").

8. Profits and Losses.

a) For Federal Income Taxes and other applicable income tax laws and for accounting purposes, the partners shall share in the net profits and shall bear the net losses of the partnership in the percentages set opposite their respective names below subject to modification in accordance with the further provisions listed in this Agreement (herein referred to as the Partner's "Profit and Loss Percentages", also see Exhibit "B"):

<u>Name</u>	<u>Percentage</u>
<u>General Partners:</u>	
Culver Investment Corporation, a Washington corporation	49%
Northwest Hotels, Inc. a Kansas corporation	49%
<u>Initial Limited Partners:</u>	
Culver Investment Corporation, a Washington corporation	1%
Alpha One, a Kansas Limited Partnership	1%
<u>Additional Limited Partners:</u>	
To be designated	As designated by reduction from above percentages.

9. Distributions.

a) Except as otherwise expressly provided in this Agreement, no Partner (Limited or General) shall have the right to demand the return of his contribution to the capital of the partnership, or any part thereof, until the dissolution and termination of the partnership, nor shall any Partner have the right to demand the distribution by the partnership of property other than cash.

b) Distributions to the partners shall be in accordance with paragraphs 18, 19 and 20 of this Agreement.

c) The fair market value of any property (other than cash) distributed pursuant to this Agreement, if such fair market value is not mutually agreed upon, shall be determined by arbitration under the provisions of this Agreement. Any profits or losses arising from such valuation shall be shared by the partners in accordance with their Profit and Loss Percentage as if the same had been realized immediately prior to the making of such distribution.

10. Books and Records. At all times during the continuance of the partnership, the General Partners shall keep or cause to be kept full and true books of account, in which shall be entered fully and accurately each transaction of the partnership. All of said books of account shall be maintained at the principal office of the partnership and shall be open to the inspection and examination of each Partner or its representatives during reasonable business hours. After the end of each calendar month of this partnership, the General Partners shall distribute to each other Partner copies of the financial statements of this partnership, which financial statements shall set forth the profits or losses of the Partnership during such calendar month, the status of the Capital and Profit and Loss Accounts as at the end of such calendar month, and all distributions made to Partners during said calendar month.

11. Bank Accounts. Funds of the partnership are to be deposited in the partnership name, in such bank account or accounts as shall be designated by the Co-General Partners. Withdrawals from any such bank account or accounts shall be made only in the regular course of the partnership business and shall be made upon such signature or signatures as the Co-General Partners shall designate.

12. Powers of the Co-General Partners with Respect to Partnership Property and Business:

a) The business of the partnership shall be conducted and managed exclusively by the Co-General Partners in accordance with the provisions of the Limited Partnership Law of the State of Washington.

b) The Co-General Partners are hereby authorized and vested with full power on behalf and in the name of the partnership to sell, exchange, pledge, mortgage and otherwise transfer and encumber all or any part of the property owned by the partnership, real or personal, for cash or on terms (all real property owned by the partnership at the

time of the execution of this limited partnership agreement is described on the attached Exhibit "A", which is made a part hereby by this reference); to execute, assign or modify any and all deeds, assignments or other instruments of transfer of and any and all leases or subleases of any real property or leasehold interest therein owned by the partnership; to erect and construct and to cause to be erected and constructed any buildings or other improvements on any real property owned by the partnership or in which the partnership shall have a leasehold interest; to demolish and/or replace any building owned by the partnership, or to alter or improve the same; to repay in whole or in part, refinance, recast, increase, modify or extend any mortgages which may affect any property owned by the partnership or in which the partnership may have a leasehold interest, and in connection therewith to execute for and on behalf of the partnership any contracts, extensions, renewals or modifications of such mortgages or execute new mortgages on such property in lieu of the existing mortgages and to execute any and all other instruments to carry out the intention and purpose hereof, provided, however, that nothing contained herein shall increase the liability of the Limited Partners as herein stipulated.

c) The Co-General Partners may employ, on behalf of the partnership, such persons (including employees of a General Partner), firms or corporations as they, in their sole judgment, shall deem advisable for the operation and management of the business of the partnership, including, without limitation, such management agents, accountants, attorneys, architects, engineers, contractors, appraisers and experts, on such terms and for such compensation as they, in their sole judgment, shall determine. If any employees, services or facilities of a General Partner are employed or used in the operation of the business of the partnership by the General Partners, the partnership shall reimburse the General Partner for a fair allocable share of the costs and expenses, including overhead, incurred by the General Partners in providing such employees, services or facilities, and the General Partners shall cause the partnership to pay such reimbursement.

d) The General Partners shall approve all plans and specifications on any construction of improvements to be owned by the partnership before the partnership agrees to any such construction.

e) In addition to the specific rights and powers herein granted to the General Partners, the General Partners

shall possess and may enjoy and exercise all of the other rights and powers of a General Partner as provided in the Uniform Limited Partnership Law of the State of Washington.

f) The Co-General Partners may designate one to act for and sign on behalf of both and if one is so designated, then that individual's signature shall bind the Co-General Partners and the Partnership. The Co-General Partners initially designate Culver Investment Corporation to act individually, as Managing General Partner on behalf of the Partnership. The signature of Larry A. Culver alone as President of Culver Investment Corporation shall be the sole signature necessary to bind the Co-General Partners and the Partnership.

13. Powers of the General Partners with Respect to Partnership Property and Business.

a) The General Partners mutually shall establish the method of determining net profits or losses of the partnership for each fiscal year, in accordance with Generally Accepted Accounting Principles, and such determination shall be binding and conclusive on all parties. The partnership accounting records and reports to the Partners shall be on the accounting method used for Federal Income Tax purposes. Initially, if lawful, the accrual method of accounting will be used and the Partnership elects to use the calendar year as its fiscal year.

b) The Partners in their individual capacities may engage in any other business or activity, including the ownership, operation and management of real estate, and the Partnership shall not have any rights in and to said business or activity, or the income or profits derived therefrom except as herein provided.

c) The General Partners shall have the authority to designate the auditor for the operations of the partnership. Such designation shall be made by the General Partners annually.

14. Limited Partner's Powers and General Partner's Liability.

a) The Limited Partner shall not take part in the management of the business or transact any business for the partnership and shall not have power to sign for or to bind the partnership.

b) The General Partners shall not be liable or accountable in damages or otherwise to any other Partner for any acts performed by them within the scope of the authority conferred on them by this Agreement.

15. Assignability of Partnership Interests. Except as herein expressly permitted, without the prior written consent of the other Partners, no Partner shall assign or transfer any part or all of its interest in the partnership and no attempt at assignment or transfer of any such interest shall be binding upon the partnership. The following assignments and transfers are permitted without the consent of the other Partners: The General or Limited Partners may assign and transfer all or any part of his interest to his spouse, his descendants, their spouses, trusts for the benefit of such persons or entities owned by such persons.

16. Death, Physical Disability, Mental Incompetency, or Dissolution of a General Partner. The death, physical disability, mental incompetency or corporate dissolution of a General or Limited Partner shall not terminate the partnership which shall continue in accordance with the terms and provisions hereof. The physical disability, death or dissolution of a General Partner shall not terminate the partnership. In such event, the other Co-General Partner shall act for the Partnership. The death or mental incompetency or dissolution of both General Partners shall not terminate the partnership if within thirty (30) days after the appointment of a personal representative for one of the General Partner's Estate the personal representative elects to have the Estate become a General Partner. If the termination event is dissolution and the shareholders of the dissolved entity elect to act as General Partners and assume the liability and responsibility as General Partners then the Partnership shall continue with said shareholders as the General Partners.

17. Dissolution of the Partnership.

a) The partnership may be dissolved at any time by the mutual agreement of the General Partners. In the event of such dissolution, a Certificate of Cancellation, as required by law, shall be filed.

b) Upon such voluntary dissolution, or upon any other dissolution of the partnership in accordance with the provisions of this agreement, the Co-General Partners shall wind up the partnership affairs. The partnership assets or

the proceeds from the liquidation thereof shall be distributed in accordance with paragraph 20 hereof.

18. Distribution of Available Cash From Operation. "Available Cash from Operations" is defined as the cash on hand of the partnership at the end of each taxable year after the payment of operating and partnership expenses other than depreciation and amortization and the payment of the principal amounts on any borrowings from third parties required by the instruments evidencing that debt; and, after providing a reasonable reserve as determined by the Co-General Partners for the replacement or refinishing of furnishings of the partnership properties, for a reasonable amount of working capital and for contingent obligations. Such Available Cash from Operations shall be distributed in the Partners' Profit and Loss percentages, which is their proportionate share of ownership (see Exhibit "B"). These distributions shall be made as soon as practicable after the end of each calendar year and after the determination of the amount available for distribution has been agreed upon by the Co-General Partners.

19. Distribution of "Capital Proceeds". "Capital Proceeds" shall mean any net excess insurance proceeds; net proceeds of mortgage financing and refinancing; net proceeds from partial condemnation, sales of easements, right of way, or similar interest in partnership property, sales of all or any portion of the partnership property. Capital Proceeds shall be distributed to the partners as soon as the amount can be accurately determined in accordance with the Partners' Profit and Loss percentage.

20. Distribution on Dissolution.

a) Upon any dissolution or termination of the partnership, the accountants then retained by the partnership shall prepare a statement setting forth the assets and liabilities of the partnership as of the date of dissolution, and such statement shall be furnished to all the partners (General and Limited).

b) The assets shall either be liquidated as promptly as possible, in an orderly and businesslike manner, or shall be distributed in kind, as the Co-General Partners may determine in their sole discretion and such assets or the proceeds thereof shall be applied and distributed in the following order of priority:

(i) To the payment of the debts and liabilities of the partnership to persons other than Partners and the expenses of liquidation;

(ii) To the setting up of any reserves which the Co-General Partners may deem reasonably necessary for any contingent or unforeseen liabilities or obligations of the partnership or of the General Partners arising out of or in connection with partnership;

(iii) The remaining assets will be distributed in accordance with the capital accounts of the General and Limited Partners. Any partner with a negative capital account must restore such deficit prior to liquidation distributions.

21. Notices. Unless otherwise specified in writing, all notices, requests, demands or other communications which any of the parties to this agreement, or any of the partners, may desire or be required to give hereunder, shall be served by mail, postage prepaid, addressed as follows:

a) To the partnership in care of Culver Investment Corporation, Attn: Larry A. Culver, 16300 Christensen Road, Suite 217, Seattle, Washington 98188, and to Northwest Hotels, Inc., c/o Bruce G. Cochener, 13111 Killenwood, Wichita, Kansas, 67230, or at such other address as may be designated by the Co-General Partners by written notice pursuant to the terms of this paragraph;

b) To the Limited Partners of Culver Investment Corporation at 16300 Christensen Road, Suite 217, Seattle, Washington 98188; and, Northwest Hotels, Inc. at 13111 Killenwood, Wichita, Kansas, 67230, or at such other address as may be designated by such General and Limited Partners by written notice pursuant to the terms of this paragraph.

22. Initial Project Financing. Unless otherwise agreed upon between the Partners the "Partnership Project" to be developed by the Partners under this Partnership Agreement shall be a hotel of 168 units in the style of a Residence Inn to be located in Lloyds Center, at Portland, Oregon. The obligation of the General Partners shall be subject to and contingent upon the partnership being able to obtain a loan satisfactory to the General Partners in an amount so that the partnership will receive a net amount of not less than \$11,250,000. hereinafter and hereinbefore referred to as "Third Party Financing." If a lesser loan is

approved and accepted by both General Partners, then such amount shall be accepted hereunder.

23. Developers Fee/Miscellaneous Agreements. The Partnership is agreeing in a Development and Construction Management Agreement to a Developer's Fee to be paid to Inn Ventures, Inc. This fee may be paid in part from loan proceeds and from savings in construction costs all as provided in the Development Agreement. The Partnership is entering into a Hotel Management Agreement with Inn Ventures, Inc., and may enter into other agreements. All such agreements are hereby affirmed and ratified.

24. Arbitration. Any controversy relating to the interpretation of this Agreement not settled by reasonable negotiations between the Partners shall be settled by arbitration, which shall be binding on all Partners. Each Partner expressly agrees to be bound and to bind all heirs, successors and assigns to any results of such arbitration and to not dispute in any way, at law or otherwise, the decision rendered by such arbitration. The arbitration shall be conducted by a single arbitrator and agreed rules if all Partners can agree upon such arbitrator and rules. If such agreement cannot be reached between the Partners, the arbitration shall be arbitrated by a single arbitrator in accordance with the rules of the American Arbitration Association, which decision shall be likewise binding on the partners. The Arbitrator will be a person from the locality of Seattle, Washington; and the Arbitration hearing shall be held in Seattle, Washington.

25. Washington Law. This agreement is made pursuant to the provisions of the Uniform Limited Partnership Law of the State of Washington and shall be construed accordingly.

26. Successors and Assigns. This agreement shall be binding upon the parties hereto, their respective executors, administrators, legal representatives, distributees, successors and assigns, and shall inure to the benefit of the parties hereto, and except as otherwise provided herein, their respective executors, administrators, legal representatives, distributees, successors and assigns.

IN WITNESS WHEREOF, the parties have hereto executed this agreement the day and year first above written.

GENERAL PARTNERS:

NORTHWEST HOTELS, INC

By: *Bruce G. Cochener*
Bruce G. Cochener

CULVER INVESTMENT CORPORATION

By: *Larry A. Culver*
Larry A. Culver

INITIAL LIMITED PARTNERS:

CULVER INVESTMENT CORPORATION

By: *Larry A. Culver*
Larry A. Culver

Alpha One, L.P., a Kansas Limited Partnership
~~KILLENWOOD ASSOCIATES BY~~ *By Bruce G. Cochener*
~~CURMUDGEON REVOCABLE TRUST, a~~ *Trust No. 3,*
~~Kansas Trust, General Partner~~
Limited Partnership

By: *Bruce G. Cochener*
Bruce G. Cochener,
Trustee

ADDITIONAL LIMITED PARTNERS:

None at signature. If added, will execute separate signature pages.

IN WITNESS WHEREOF, the parties have hereto executed this agreement the day and year first above written.

GENERAL PARTNERS:

NORTHWEST HOTELS, INC

By: *Bruce G. Cochener*
Bruce G. Cochener

CULVER INVESTMENT CORPORATION

By: _____
Larry A. Culver

INITIAL LIMITED PARTNERS:

CULVER INVESTMENT CORPORATION

By: _____
Larry A. Culver

ALPHA ONE LIMITED PARTNERSHIP
BY BRUCE G. COCHENER TRUST #3,
A KANSAS TRUST, GENERAL PARTNER

By: *Bruce G. Cochener*
Bruce G. Cochener,
Trustee

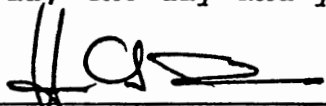
ADDITIONAL LIMITED PARTNERS:

None at signature. If added, will execute separate signature pages.

STATE OF WASHINGTON)
) ss:
COUNTY OF PIERCE)

BE IT REMEMBERED, that on this 15th day of August, 1989, before me, a Notary Public, in and for the County and State aforesaid, came LARRY A. CULVER, to me personally known to be the President of CULVER INVESTMENT CORPORATION, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, the day and year last above written.



NOTARY PUBLIC in and for the State of Washington, residing at Tacoma
My Appointed expires 12/6/92

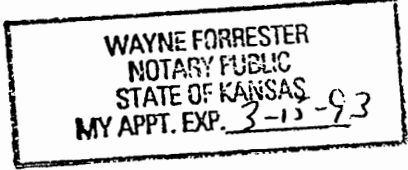
STATE OF KANSAS)
) ss:
COUNTY OF SEDGWICK)

BE IT REMEMBERED, that on this 17th day of August, 1989, before me, a Notary Public, in and for the County and State aforesaid, came BRUCE G. COCHENER, to me personally known to be the President of NORTHWEST HOTELS, INC., the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, the day and year last above written.



NOTARY PUBLIC
My Appointment Expires: 3-15-93



STATE OF KANSAS)
)
COUNTY OF Ledgewick) SS:

BE IT REMEMBERED, that on this 24th day of August, 1989, before me, a Notary Public, in and for the County and State aforesaid, came BRUCE G. COCHENER, to me personally known to be Trustee of the Bruce G. Cochener Trust #3, a Kansas Trust, which is managing general partner for Alpha One Limited Partnership, the limited partnership that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said limited partnership, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, the day and year last above written.



Sharon R. Warhurst
NOTARY PUBLIC
My Appointment Expires: 2-1-92

EXHIBIT A

Legal Description
Lloyds Center Hotel Associates
Real Property

PARCEL I: (PARCEL 36 EAST OF LLOYD CENTER)

Lots 29, 30, 31 and 32, Block "A", HOLLADAY PARK ADDITION, in the City of Portland, County of Multnomah and State of Oregon, EXCEPTING THEREFROM the North 10 feet as conveyed to the City of Portland by Deed recorded July 23, 1951 in Book 1488, page 216, Multnomah County Records.

PARCEL II: (PARCEL 39 EAST OF LLOYD CENTER)

A tract of land in the Northeast one-quarter of Section 35, Township 1 North, Range 1 East of the Willamette Meridian, in the City of Portland, County of Multnomah and State of Oregon, described as follows:

Beginning at a point on the Southerly extension of the Westerly line of N.E. 21st Avenue 200 feet South of the South line of N.E. Multnomah Street; thence Westerly on a line parallel with the South line of N.E. Multnomah Street a distance of 200 feet to the Northeast corner of the tract conveyed to Yamato Wood & Coal Company by Deed recorded June 27, 1911 in Book 547, page 32, Deed Records; thence South along the East line of said Yamato Wood & Coal Company tract to the Northerly line of the O.W.R. & N. right of way; thence Easterly along said O.W.R. & N. right of way line 200 feet, more or less, to the Southerly extension of the Westerly line of N.E. 21st Avenue; thence North along said street line as extended 142.83 feet to the point of beginning.

PARCEL III (PARCEL 40 EAST OF LLOYD CENTER)

A tract in the Northeast quarter of Section 35, Township 1 North, Range 1 East of the Willamette Meridian, in the City of Portland, County of Multnomah and State of Oregon, described as follows: Beginning at a point of intersection of the North line of the O.W.R. & N. right of way as it now exists with the East line of N.E. 19th Avenue if extended South; thence North on said East line of N.E. 19th Avenue if extended South 150 feet to a point 200 feet South of the South line of N.E. Multnomah Street; thence East and parallel with the South line of N.E. Multnomah Street, 200 feet to a point; thence South at right angles and parallel with the East line of N.E. 19th Avenue if extended South to a point in the North line of the O.W.R. & N. right of way as it now exists; thence West along the North line of said right of way 200 feet, more or less, to the point of beginning.

EXHIBIT A (continued)

PARCEL IV (PARCEL 41 EAST OF LLOYD CENTER)

The South one-half of the certain tract of land in Section 35, Township 1 North, Range 1 East of the Willamette Meridian, in the City of Portland, County of Multnomah and State of Oregon, described as follows:

Beginning at the Southwest corner of Lot 28, Block "A", HOLLADAY PARK ADDITION; thence South on a continuation of the West line of said Lot 28, a distance of 100 feet; thence East parallel with the South line of said Block "A", a distance of 160 feet; thence North 100 feet to the Southeast corner of Lot 26 of said Block "A"; thence West on the South line of said Block "A" to the place of beginning.

PARCEL V (PARCEL 42 EAST OF LLOYD CENTER)

That certain tract of land in Section 35, Township 1 North, Range 1 East of the Willamette Meridian, in the City of Portland, County of Multnomah and State of Oregon, and lying South of and adjoining Lots 29, 30, 31 and 32, Block "A", HOLLADAY PARK ADDITION, described as follows:

Beginning at a point in the South line of Block "A", HOLLADAY PARK ADDITION where the same is intersected by the Southerly extension of the East line of Block 1 in said HOLLADAY PARK ADDITION (said point being the Southeast corner of Lot 29 in said Block "A"); running thence Southerly along the said Southerly extension of the East line of said Block 1 to a point 190 feet South of the South line of Multnomah Street as presently existing; running thence Westerly and parallel with the South line of Multnomah Street to the West line of the D.L.C. of Timothy Sullivan and Margaret Sullivan; thence running North 34 degrees West along the West line of said D.L.C. to the South line of said Block "A" in HOLLADAY PARK ADDITION; running thence Easterly along the South line of said Block "A" to the point of beginning.

PARCEL VI (PARCEL 43 EAST OF LLOYD CENTER)

That certain tract of land in Section 35, Township 1 North, Range 1 East of the Willamette Meridian, in the City of Portland, County of Multnomah and State of Oregon, described as follows:

Beginning at a point in the West line of the D.L.C. of Timothy Sullivan and Margaret Sullivan, his wife, 190 feet South of the South line Multnomah Street as presently existing; running thence East and parallel with the South line of said Multnomah Street 248.06 feet to a point in the Southerly extension of the West line of Block 2, HOLLADAY PARK ADDITION, which point 200 feet South of the South line of Multnomah Street as presently existing; running thence South along

EXHIBIT A (continued)

the extended West line of said Block 2 to the North line of right of way of the Oregon Railroad and Navigation Company; running thence Westerly along the North line of said right of way to the West line of said D.L.C.; running thence North 34 degrees West and along the West line of said D.L.C. 136.50 feet to the place of beginning.

PARCEL VII (PARCEL 37 EAST OF LLOYD CENTER)

All of Block 180, HOLLADAY'S ADDITION TO EAST PORTLAND, in the City of Portland, County of Multnomah and State of Oregon, TOGETHER WITH those portions of vacated N.E. 17th Avenue and N.E. Hassalo Street which inured thereto. EXCEPTING THEREFROM the West 10 feet of Lots 1, 2, 3, and 4 and the North 10 feet of Lots 1 and 8 as conveyed to the City of Portland by Deed recorded July 23, 1951 in Book 1488, page 210 and 216, Multnomah County Records.

Lots 1, 2, 3, 7 and 8, Block 181, HOLLADAY'S ADDITION TO EAST PORTLAND, in the City of Portland, County of Multnomah and State of Oregon, TOGETHER WITH those portions of vacated N.E. 17th Avenue and N.E. Hassalo Street which inured thereto. EXCEPTING THEREFROM all that portion lying Southerly of the Oregon Washington Railroad and Navigation right of way. FURTHER EXCEPTING therefrom that portion accepted by the City of Portland for 16th Street in Ordinance No. 58074, dated February 13, 1930.

Lots 1, 2, 7 and 8, Block 192, HOLLADAY'S ADDITION TO EAST PORTLAND, in the City of Portland, County of Multnomah and State of Oregon. TOGETHER WITH those portions of vacated N.E. 17th Avenue, N.E. 18th Avenue and N.E. Hassalo Street which inured thereto. EXCEPTING THEREFROM all that portion Southerly of the Oregon Washington Railroad and Navigation right of way.

All of Block 193, HOLLADAY'S ADDITION TO EAST PORTLAND, in the City of Portland, County of Multnomah and State of Oregon. TOGETHER WITH those portions of vacated N.E. 17th Avenue, N.E. 18th Avenue and N.E. Hassalo Street which inured thereto. EXCEPTING THEREFROM the North 10 feet of Lots 1 and 8 as conveyed to the City of Portland by Deed recorded July 23, 1951 in Book 1488, page 216, Deed Records of Multnomah County.

EXHIBIT "B" TO LIMITED PARTNERSHIP AGREEMENT OF
LLOYD CENTER HOTEL ASSOCIATES LIMITED PARTNERSHIP

<u>NAME AND ADDRESS</u>	<u>DESIGNATION</u>	<u>PARTNERSHIP PERCENTAGES*</u>			<u>CONTRIBUTION AND METHOD OF PAYMENT</u>
		<u>PROFIT & LOSS</u>	<u>CASH FLOW</u>	<u>CAPITAL</u>	
<u>General Partners:</u>					
Northwest Hotels, Inc. c/o Bruce G. Cochener President 13111 Killenwood Wichita, Kansas 67230	Co-General Partner	49%	49%	49%	\$ 100.00
Culver Investment Cor- poration c/o Larry A. Culver 16300 Christensen, Suite 217 Seattle, Washington 98188	Co-General Partner	49%	49%	49%	\$ 100.00
<u>Limited Partners:</u>					
<u>Initial Limited Partners:</u>					
Culver Investment Corp. c/o Larry A. Culver 16300 Christensen, Suite 217 Seattle, Washington 98188	Initial Limited Partner	1%	1%	1%	-0-
Alpha One c/o Bruce G. Cochener 13111 Killenwood Wichita, Kansas 67230	Initial Limited Partner	1%	1%	1%	-0-
<u>Additional Limited Partners:</u>					
To be designated	Additional Limited Partners	0%	0%	0%	To be determined by Co- General Partners

* So long as the Partnership does not have any ownership owned by Additional Limited Partners, the General Partners shall equally share all ownership not owned by Additional Limited Partners.

160074

FIRST AMENDMENT
OF
PARTNERSHIP AGREEMENT
AND
CERTIFICATE OF LIMITED PARTNERSHIP
OF
LLOYD CENTER HOTEL ASSOCIATES LIMITED PARTNERSHIP

This document is the First Amendment of that certain Agreement of Limited Partnership dated on the 1st day of August, 1989, having Culver Investment Corporation, a Washington corporation, Suite 217, 16300 Christiansen Road, Seattle, Washington 98188, and Northwest Hotels, Inc., a Kansas Corporation, of 13111 Killenwood, Wichita, Kansas 67230, as Co-General Partners; and, having Culver Investment Corporation, who's principle business address is Suite 217, 16300 Christiansen Road, Seattle, Washington 98188, and Killenwood Associates, a Kansas Limited Partnership, of which Curmudgeon Revokable Trust, a Kansas trust, is the sole General Partner and who's principle business address is 13111 Killenwood, Wichita, Kansas 67230, as Limited Partners. The Certificate of Limited Partnership was filed in Washington State with the Secretary of State on September 8, 1989 and the Partnership filed as a Foreign Limited Partnership in Oregon on September 29, 1989.

The purpose of this First Amendment to the Partnership Agreement of Lloyd Center Hotel Associates Limited Partnership is to set forth the following modifications to the above-referenced Partnership Agreement (the "Partnership Agreement"):

1. All references to Northwest Hotels, Inc., a Kansas corporation, throughout the Partnership Agreement, including all incorporated exhibits, are hereby changed to Northwest Hotel Corporation, a Kansas corporation. The incorrect name of this Corporation was used in the original Agreement.

2. All references to Killenwood Associates, a Kansas Limited Partnership of which Curmudgeon Revokable Trust, a Kansas Trust, is the sole general partner, throughout the Partnership Agreement, including all incorporated exhibits, are hereby changed to Alpha One Limited Partnership, a Kansas limited partnership, of which Bruce G. Cochener Trust No. 3, a Kansas Trust, is Managing General Partner for Alpha One Limited Partnership. An incorrect partnership was designated as the Limited Partner.

3. Exhibit "A" to the Partnership Agreement is hereby deleted and Amended Exhibit "A" is hereby attached and incorporated by this reference. Paragraphs 6 and 8 of the Partnership Agreement are amended to be consistent with Amended Exhibit "B" attached hereto.

4. Exhibit "B" to the Partnership Agreement is hereby deleted and Amended Exhibit "B" is hereby attached and incorporated by this reference.

5. All powers and rights of the General Partners set forth in this Agreement shall be held jointly by Culver Investment Corporation ("CIC") and Northwest Hotel Corporation ("NHC"). Whenever in this Agreement any action, consent, decision, right or authority is required of or vested in CIC and NHI, and their action, consent, decision, or otherwise shall be deemed to be that of the General Partners. "Special General Partner" Richard Roach by his execution hereof does hereby irrevocably make, constitute and appoint CIC and NHI as his true and lawful agents and attorneys-in-fact, with full power of substitution, in their name, place and stead to take any and all actions, make any and all decisions, and execute, acknowledge, record and file any and all documents or other instruments on behalf of either of them and on behalf of the Partnership. Said powers of attorney are coupled with an interest and are irrevocable. The Special General Partner shall have no management rights or responsibilities and the rights and responsibilities of General Partners set forth in the Partnership Agreement shall be rights and responsibilities of the Co-General Partners only.

6. The Initial Limited Partners shall receive a "Preferred Return" on their Capital Contribution which shall mean a sum equivalent to seven percent (7%) per annum, cumulative but not compounded (prorated for any partial year), of the aggregate Capital Contribution of all of the Initial Limited Partners from time to time during the period to which the Preferred Return relates, commencing as of January 1, 1991.

7. The Preferred Return described in Paragraph 6 above will be paid by the Partnership prior to any distribution in the Profit and Loss percentages described in Paragraphs 18 and 19 and in the Capital Percentage described in Paragraph 20. Further, prior to any profit and loss or capital percentage distribution, the Initial Capital Contribution of the General and Initial Limited Partners shall be

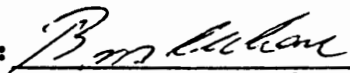
returned. If the amount available is insufficient for a full return, it will be returned proportionately.

All other terms, conditions and provisions contained in the Partnership Agreement not modified by this First Amendment of the Partnership Agreement of Lloyd Center Hotel Associates Limited Partnership shall remain in full force and effect.

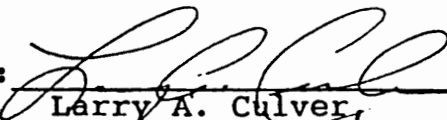
DATED as of the 1st day of December, 1989.

GENERAL PARTNERS:

NORTHWEST HOTEL CORPORATION

By: 
Bruce G. Cochener,
President

CULVER INVESTMENT CORPORATION

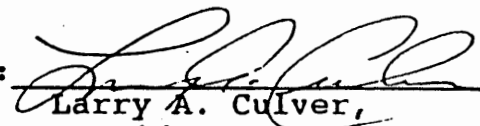
By: 
Larry A. Culver,
President


SPECIAL GENERAL PARTNER:


Richard Roach

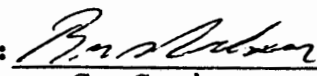
INITIAL LIMITED PARTNERS:

CULVER INVESTMENT CORPORATION

By: 
Larry A. Culver,
President


DALE L. CARLISLE

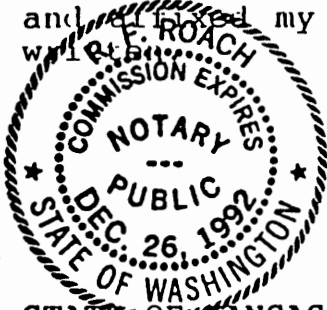
ALPHA ONE LIMITED PARTNERSHIP
By Bruce G. Cochener Trust
#3, a Kansas Trust,
General Partner

By: 
Bruce G. Cochener, As Trustee
for Bruce G. Cochener Trust #3,
a Kansas Trust, which is
Managing General Partner for
Alpha One Limited Partnership

STATE OF WASHINGTON)
County of King) ss.

BE IT REMEMBERED, that on this 19th day of December, 1989, before me, a Notary Public, in and for the County and State aforesaid, came LARRY A. CULVER, to me personally known to be the President of CULVER INVESTMENT CORPORATION, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, the day and year last above



R. E. Roach

NOTARY PUBLIC in and for the State of Washington, residing at Kirkland
My Commission Expires: 12-26-92

STATE OF KANSAS)
County of Sedgwick) ss.

BE IT REMEMBERED, that on this 20th day of December, 1989, before me, a Notary Public, in and for the County and State aforesaid, came BRUCE G. COCHENER, to me personally known to be the President of NORTHWEST HOTEL CORPORATION, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, the day and year last above written.



Sharon R. Warhurst
NOTARY PUBLIC in and for the State of Kansas, residing at Wichita
My Commission Expires: 2-1-92

STATE OF KANSAS)
) ss.
County of Sedgwick)

BE IT REMEMBERED, that on this 20th day of December, 1989, before me, a Notary Public, in and for the County and State aforesaid, came BRUCE G. COCHENER, to me personally known to be the Trustee of the Bruce G. Cochener Trust #3, a Kansas Trust, which is managing general partner for Alpha One Limited Partnership, the limited partnership that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said limited partnership, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, the day and year last above written.



Sharon R. Warhurst
NOTARY PUBLIC in and for the State
of Kansas, residing at Wichita
My Commission Expires: 2-1-92

STATE OF WASHINGTON)
) ss.
County of Pierce)

On this day personally appeared RICHARD ROACH and DALE L. CARLISLE, to me known to be the individuals described in and who executed the within and foregoing instrument and acknowledged to me that they signed the same as their free and voluntary act and deed for the purposes therein mentioned.

GIVEN under my hand and official seal this 1st day of December, 1989.

Donna D. Culpeper
NOTARY PUBLIC in and for the State
of Washington, residing at Throna.
My Appointment Expires: 11-13-93.

163271

Order No. 89022406-M

LLOYD CENTER HOTEL ASSOCIATES LIMITED PARTNERSHIP
AMENDED

REVISED EXHIBIT "A"

PARCEL I: (PARCEL 36 EAST OF LLOYD CENTER)

Lots 29, 30, 31 and 32, Block "A", HOLLADAY PARK ADDITION, in the City of Portland, County of Multnomah and State of Oregon, EXCEPTING THEREFROM the North 10 feet as conveyed to the City of Portland by Deed recorded July 23, 1951 in Book 1488, page 216, Multnomah County Records.

PARCEL II: (PARCEL 39 EAST OF LLOYD CENTER)

A tract of land in the Northeast one-quarter of Section 35, Township 1 North, Range 1 East of the Willamette Meridian, in the City of Portland, County of Multnomah and State of Oregon, described as follows:

Beginning at a point on the Southerly extension of the Westerly line of N.E. 21st Avenue 200 feet South of the South line of N.E. Multnomah Street; thence North 88°14'37" West on a line parallel with the South line of N.E. Multnomah Street a distance of 200 feet to the Northeast corner of the tract conveyed to Yamato Wood & Coal Company by Deed recorded June 27, 1911 in Book 547, page 32, Deed Records; thence South 1°45'23" West along the East line of said Yamato Wood & Coal Company tract to the 151.06 feet to the Northerly line of the O.W.R. & N. right of way; thence Easterly along said O.W.R. & N. right of way along a curve to the left having a radius of 2814.93 feet and a central angle of 2°38'24" a length of 129.70 feet, said curve subtended by a chord that bears North 88°53'05" East 129.69 feet, to a point of tangency; thence North 87°33'53" East 70.66 feet to the Southerly extension of the Westerly line of N.E. 21st Avenue; thence North 1°45'23" East along said street line as extended 139.40 feet to the point of beginning.

PARCEL III (PARCEL 40 EAST OF LLOYD CENTER)

A tract in the Northeast quarter of Section 35, Township 1 North, Range 1 East of the Willamette Meridian, in the City of Portland, County of Multnomah and State of Oregon, described as follows:

Beginning at a point of intersection of the North line of the O.W.R. & N. right of way as it now exists with the East line of N.E. 19th Avenue if extended South; thence North 1°45'23" East on said East line of N.E. 19th Avenue if extended South 149.37 feet to a point 200.00 feet South of the South line of N.E. Multnomah Street; thence South 88°14'37" East and parallel with the South line of N.E. Multnomah Street, 200.00 feet to a point; thence South 1°45'23" West at right angles and parallel with the East line of N.E. 19th Avenue if extended South 151.06 feet to a point in the North line of the O.W.R. & N. right of way as it now exists; thence along a non-tangent curve to the right having a radius of 2814.93 feet and a central

Continued on next page

163971

Order No. 89022406-M

angle of $40^{\circ}04'19''$ a length of 200.05 feet, said curve is subtended by a chord which bears North $87^{\circ}45'34''$ West 200.01 feet to the point of beginning.

PARCEL IV (PARCEL 41 EAST OF LLOYD CENTER)

The South one-half of the certain tract of land in Section 35, Township 1 North, Range 1 East of the Willamette Meridian, in the City of Portland, County of Multnomah and State of Oregon, described as follows:

Beginning at the Southwest corner of Lot 28, Block "A", HOLLADAY PARK ADDITION; thence South $10^{\circ}45'23''$ West on a continuation of the West line of said Lot 28, a distance of 100.00 feet; thence South $88^{\circ}14'37''$ East parallel with the South line of said Block "A", a distance of 160.00 feet; thence North $10^{\circ}45'23''$ East a distance of 100.00 feet to the Southeast corner of Lot 26 of said Block "A"; thence North $88^{\circ}14'37''$ West on the South line of said Block "A" to the place of beginning.

PARCEL V (PARCEL 42 EAST OF LLOYD CENTER)

That certain tract of land in Section 35, Township 1 North, Range 1 East of the Willamette Meridian, in the City of Portland, County of Multnomah and State of Oregon, and lying South of and adjoining Lots 29, 30, 31 and 32, Block "A", HOLLADAY PARK ADDITION, described as follows:

Beginning at a point in the South line of Block "A", HOLLADAY PARK ADDITION, where the same is intersected by the Southerly extension of the East line of Block 1 in said HOLLADAY PARK ADDITION (said point being the Southeast corner of Lot 29 in said Block "A"); running thence South $10^{\circ}45'23''$ West along the said Southerly extension of the East line of said Block 1 to a point 190.00 feet South of the South line of Multnomah Street as presently existing; running thence North $88^{\circ}14'37''$ West and parallel with the South line of Multnomah Street a distance of 188.12 feet to the West line of the D.L.C. of Timothy Sullivan and Margaret Sullivan; thence running North $10^{\circ}14'11''$ East along the West line of said D.L.C. 100.00 feet to the South line of said Block "A" in HOLLADAY PARK ADDITION; running thence South $88^{\circ}14'37''$ East along the South line of said Block "A" a distance of 189.03 feet to the point of beginning.

PARCEL VI (PARCEL 43 EAST OF LLOYD CENTER)

That certain tract of land in Section 35, Township 1 North, Range 1 East of the Willamette Meridian, in the City of Portland, County of Multnomah and State of Oregon, described as follows:

Beginning at a point in the West line of the D.L.C. of Timothy Sullivan and Margaret Sullivan, his wife, 190.00 feet South of the South line Multnomah Street as presently existing; running thence South $88^{\circ}14'37''$ East and parallel with the South line of said Multnomah Street 248.12 feet to a point in the Southerly extension of the West

Continued on next page

162971

Order No. 89022406-M

line of Block 2, HOLLADAY PARK ADDITION, which point is 200.00 feet South of the South line of Multnomah Street as presently existing; running thence South 1025'43" West along the extended West line of said Block 2 a distance of 149.37 feet to a point of non-tangent curve on the North right of way line of the Oregon Railroad and Navigation Company; running thence along the North line of said right of way along a curve to the right having a radius of 2814.93 feet and a central angle of 1031'17" a length of 74.75 feet, said curve is subtended by a chord which bears North 84057'46" West 74.74 feet to a point of tangency; thence North 84012'07" West 172.72 feet to the West line of said D.L.C.; thence North 1014'11" East and along the West line of said D.L.C. 132.93 feet to the point of beginning.

PARCEL VII (PARCEL 37 EAST OF LLOYD CENTER)

All of Block 180, HOLLADAY'S ADDITION TO EAST PORTLAND, in the City of Portland, County of Multnomah and State of Oregon, TOGETHER WITH those portions of vacated N.E. 17th Avenue and N.E. Hassalo Street which inured thereto. EXCEPTING THEREFROM the West 10 feet of Lots 1, 2, 3, and 4 and the North 10 feet of Lots 1 and 8 as conveyed to the City of Portland by Deed recorded July 23, 1951 in Book 1488, page 210 and 216, Multnomah County Records.

Lots 1, 2, 3, 7 and 8, Block 181, HOLLADAY'S ADDITION TO EAST PORTLAND, in the City of Portland, County of Multnomah and State of Oregon, TOGETHER WITH those portions of vacated N.E. 17th Avenue and N.E. Hassalo Street which inured thereto. EXCEPTING THEREFROM all that portion lying Southerly of the Oregon Washington Railroad and Navigation right of way. FURTHER EXCEPTING therefrom that portion accepted by the City of Portland for 16th Street in Ordinance No. 58074, dated February 13, 1930.

Lots 1, 2, 7 and 8, Block 192, HOLLADAY'S ADDITION TO EAST PORTLAND, in the City of Portland, County of Multnomah and State of Oregon. TOGETHER WITH those portions of vacated N.E. 17th Avenue, N.E. 18th Avenue and N.E. Hassalo Street which inured thereto. EXCEPTING THEREFROM all that portion Southerly of the Oregon Washington Railroad and Navigation right of way.

All of Block 193, HOLLADAY'S ADDITION TO EAST PORTLAND, in the City of Portland, County of Multnomah and State of Oregon. TOGETHER WITH those portions of vacated N.E. 17th Avenue, N.E. 18th Avenue and N.E. Hassalo Street which inured thereto. EXCEPTING THEREFROM the North 10 feet of Lots 1 and 8 as conveyed to the City of Portland by Deed recorded July 23, 1951 in Book 1488, page 216, Deed Records of Multnomah County.

Order No. 89022406-M

EXHIBIT "B"

---LLOYD GENERAL PROPERTIES PARTNERSHIP II, LTD., an Oregon limited partnership, as to Parcels I, II, III, IV, V and VI and PACIFIC DEVELOPMENT (LLOYD GENERAL I), INC., an Oregon corporation, as to Parcel VII---

AMENDED
EXHIBIT "B"
TO LIMITED PARTNERSHIP AGREEMENT
AND CERTIFICATE OF LIMITED PARTNERSHIP
OF
LLOYD CENTER HOTEL ASSOCIATES LIMITED PARTNERSHIP

PARTNERSHIP PERCENTAGES

PROFIT CASH
& LOSS FLOW CAPITAL

CONTRIBUTION AND
METHOD OF PAYMENT

NAME & ADDRESS

DESIGNATION

PROFIT

CASH

CAPITAL

CONTRIBUTION AND

METHOD OF PAYMENT

Co-General Partners:

Culver Inv. Corp. c/o Larry Culver 16300 Christensen Rd. Bldg. 3, Suite 217 Seattle, WA 98188	Gen. Partner	24%	24%	24%	\$175,000 and other valuable consideration
Northwest Hotel Corp. c/o Bruce Cochener 13111 Killenwood Wichita, KS 67230	Gen. Partner	24%	24%	24%	\$175,000 and other valuable consideration

Special General Partners:

Richard Roach 16300 Christensen Rd. Bldg. 3, Suite 217 Tukwila, WA 98188	Special General Partner	2%	2%	2%	\$10.00 and other valuable consideration
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*Initial Limited Partners:

Culver Inv. Corp. c/o Larry Culver	Initial Ltd. Partner	20%	20%	20%	\$300,000 and other valuable consideration
Alpha One Limited Partnership c/o Bruce Cochener Trust #3 A Kansas Trust, General Partner	Initial Ltd. Partner	20%	20%	20%	\$300,000 and other valuable consideration
Dale L. Carlisle P.O. Box 394 Tacoma, WA 98401	Initial Ltd. Partner	10%	10%	10%	\$150,000 and other valuable consideration

* The Initial Limited Partner interests shall receive a cumulative but not compounding 7% return on Initial Capital commencing January 1, 1991.

CERTIFICATE OF CORPORATE SECRETARY

To: Key Bank of Oregon
825 Northeast Multnomah
Portland, Oregon 97232

The undersigned, Larry Culver, Secretary of CULVER INVESTMENT CORPORATION, a Washington corporation qualified to do business in the State of Oregon (the "Corporation"), hereby certifies that the following is a true copy of consent resolutions duly and legally adopted by the Board of Directors of the Corporation, duly entered in the book of minutes of the Corporation: that such resolutions are in conformity with the Articles of Incorporation of the corporation: and that such resolutions have not been revoked and are in full force and effect.

1. Corporation To Enter Into Partnership. RESOLVED, that the President or any Vice-President, or other officer authorized by the Bylaws of the corporation is hereby authorized and directed to cause the Corporation to enter in the LLOYD CENTER HOTEL ASSOCIATES LIMITED PARTNERSHIP Partnership Agreement. to act as a general partner of LLOYD CENTER HOTEL ASSOCIATES LIMITED PARTNERSHIP. a Washington limited partnership (the "Partnership"), and is further authorized and directed. on behalf of the corporation. to do such other acts and to execute, deliver and perform such other documents and instruments as the officers of the Corporation deem necessary or advisable to carry out the intent of this Resolution, all such documents and instruments to be in such form and to contain such terms and conditions as may be approved by such officer or officers executing the same. such approval of the Corporation to be conclusively evidenced by such officer's or officer's execution thereof.


2. The Partnership To Enter Into Loan Documents. FURTHER RESOLVED, that the President or any Vice-President, or other officer authorized by the Bylaws of the Corporation. is hereby authorized and directed, on behalf of the Corporation as a general partner of the Partnership to cause the Partnership to execute a Promissory Note Secured by First Deed of Trust in the original principal amount of U s. \$11,225,000.00 made by the Partnership payable to the order of KEY BANK OF OREGON. an Oregon banking corporation (the "Lender"), and, for the purpose of inducing the Lender to extend to the Partnership a loan in the principal amount of U.S. \$11,225,000.00 (the "Loan") the corporation is authorized to execute a guaranty of the loan for the benefit of Lender: and the corporation is further authorized and directed. on behalf of the Corporation as a general partner of the Partnership to execute and deliver to the Lender any and all notes, bonds, guarantees, loan agreements, buy and sell agreements, tri-party agreements, or other instruments and documents as may be required by the Lender to evidence the Loan; and further to pledge, assign, transfer, convey, deliver, encumber, mortgage or otherwise hypothecate any real, personal or tangible property of any kind of the Partnership and any interest

therein. whether now owned or hereafter acquired, and execute and deliver mortgages or deeds of trust, and security agreements covering any such property or interest. as security for the Loan and any or all obligations, now or hereafter existing, of the Partnership to the Lender: all such instruments and documents to be in such form and to contain such terms and conditions as may be approved by such officer or officers executing the same, such approval of the Corporation as a general partner of the Partnership to be conclusively evidenced by such officer's or officers' execution thereof.


3. Duration Of Authority. FURTHER RESOLVED, that the authority given hereunder shall be deemed retroactive and any and all acts authorized hereunder performed prior to the passage of this resolution are hereby ratified and affirmed. The authority herein conferred shall continue in full force and effect until twelve o'clock (12:00) noon on the day following the day on which written notice of its revocation shall be received by Key Bank of Oregon, 825 Northeast Multnomah, Portland, Oregon 97232, Attention John J. Blanc.

I further certify that the officers referred to in the foregoing resolutions are now held by the following:

President:	Larry A. Culver
Vice-PresidentL	None
Secretary:	Larry Culver
Assistant Secretary:	Richard F. Roach
Treasurer:	Larry Culver
Dated:	December <u>19</u> , 1989.


 President - Larry A. Culver - Secretary

(SEAL)


 Assistant Secretary - Richard F. Roach

PUBLIC WALKWAY EASEMENT AGREEMENT

DATED: OCTOBER 16, 1989

BETWEEN: LLOYD CENTER HOTEL ASSOCIATES LIMITED
 PARTNERSHIP

AND: CITY OF PORTLAND ("CITY")

RECITALS

Whereas the predecessor in interest to Lloyd Center Hotel Associates Limited Partnership on April 14, 1989, applied to the City for approval of its proposed Comprehensive Plan Map Amendment, Zone Change, Design Review and Superblock Review and Adjustment ("the Application");

And whereas the City by Ordinance No. 16156, approved amendment of the Comprehensive Plan and changed the zone of a portion of the property at N.E. 16th and Multnomah in the City of Portland and the State of Oregon ("the Property", see Exhibit A) upon the condition, inter alia, that Lloyd Center Hotel Associates Limited Partnership provide for a pedestrian pathway and corresponding public access easement along the south side of the proposed parking lot fence, and maintenance of natural vegetation along the south bluff.

NOW, THEREFORE, for good and valuable consideration, the parties agree as follows:

1. Pedestrian Pathway Easement

1.1 Grant. Lloyd Center Hotel Associates Limited Partnership grants to the City a 16-foot wide public walkway easement for pedestrian use on the south side of the proposed fence on the south perimeter of the parking lot as more

particularly described in the Application, and further described in Exhibit C, for perpetual use by the public ("the Pedestrian Easement").

1.2 Construction and Maintenance. Lloyd Center Hotel Associates Limited Partnership shall construct an all weather paved pedestrian walkway within the Pedestrian Easement ("the Pathway") to standards acceptable to the City Engineer for pedestrian use at its sole cost and expense, with construction commencing no later than the time that pedestrian pathway improvements to the west connecting with this Pathway are completed. The approximate width of the Pathway will vary between six and four feet at appropriate locations within the Pedestrian Easement. Lloyd Center Hotel Associates Limited Partnership shall maintain the Pathway in a functional and safe condition for public pedestrian purposes. The provisions of Chapter 17.28 of the City Code, as may be revised, shall define the property owner's maintenance responsibilities and the City's enforcement rights.

1.3 Pedestrian Use Only. The Pedestrian Easement and Pathway shall be used solely as a public pedestrian walkway and for no other purpose than emergency response access without the prior written consent of Lloyd Center Hotel Associates Limited Partnership in each instance. Lloyd Center Hotel Associates Limited Partnership or the City reserve the right to install such barriers, including ballards or gates as may be necessary to prevent vehicle and bicycle access to the pathway.

1.4 Indemnification. Lloyd Center Hotel Associates Limited Partnership shall indemnify and hold harmless the City and its officers, agents and employees from any and all claims for damages for bodily injury or death or property damage arising out of the maintenance or use of the pathway to be constructed by Lloyd Center Hotel Associates Limited Partnership except to the extent that such claims arise out of the negligence or willful misconduct of the City, its officers, agents or employees.

2. Future Changes.

2.1 Responsibility and Approval. Except as specified above, Lloyd Center Hotel Associates Limited Partnership shall not be responsible for the construction or maintenance of future changes to the Pathway within the easement as may be proposed by the City at a future date. Future changes, including design, construction, maintenance and all related costs and liabilities will be assumed, undertaken, and performed by the City at its sole cost, risk, and expense. No such future changes shall interfere with the public's or Lloyd Center Hotel Associates Limited Partnership's use and enjoyment of the pedestrian walkway or the Property. Future changes may not be undertaken by the City without the prior written approval of Lloyd Center Hotel Associates Limited Partnership of the nature, specifications, and construction schedule of such improvements. Lloyd Center Hotel Associates

Limited Partnership shall not unreasonably withhold such written approval.

2.2 Construction insurance for future improvements.

The City shall cause any contractors or subcontractors performing construction work of any kind on all future changes to carry broad form public liability insurance naming Lloyd Center Hotel Associates Limited Partnership and its officers, employees and agents as additional insureds for any work done on or about the Pedestrian Easement, in an amount reasonably acceptable to Lloyd Center Hotel Associates Limited Partnership, and under a policy that may neither be cancelled nor reduced in coverage without 30 days prior written notice to Lloyd Center Hotel Associates Limited Partnership. The City shall cause any such future changes to be designed and constructed in a good and workmanlike manner, free from defects, and safe for its intended use.

3. Pedestrian Walkway to the East. Prior to any future development, sale or conveyance of the property to the east of the Property, which property is more particularly described on Exhibit D (the "East Property") currently owned by Lloyd Center Hotel Associates Limited Partnership, Lloyd Center Hotel Associates Limited Partnership shall provide a 16-foot wide public pedestrian easement across the East Property ("Future Easement") to connect to and continue the Pedestrian Easement in an easterly direction at such location as Lloyd Center Hotel Associates Limited Partnership reasonably may designate and as

approved by the Bureau of Planning and City Engineer as feasible for safe and practical pedestrian use.

4. Bluff vegetation. Lloyd Center Hotel Associates Limited Partnership shall retain, maintain, and where necessary replant or replace the natural vegetation currently existing along the bluff edge to the south of the proposed fence along the south perimeter of the parking lot.

5. General.

5.1 Notices. All notices shall be in writing and shall be personally delivered or sent by registered or certified mail, postage prepaid, addressed to the party at the address set forth in this Agreement or at such other address as a party designates by written notice to the other. Notices shall be deemed given when personally delivered or 48 hours after they are postmarked, if sent by mail.

5.2 Liens and Encumbrances. The foregoing grant is subject to all prior liens and encumbrances.

5.3 Right to Regulate Use. Lloyd Center Hotel Associates Limited Partnership retains the right to promulgate and enforce reasonable rules and regulations for appropriate use of the improvements constructed or to be constructed on the easements of the Agreement, including the right to restrict access during the period of an hour after sunset to an hour before sunrise.

163971

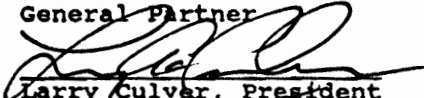
5.4 Assignment Binding Effect. The easements and other rights provided City herein are personal to City and may not be assigned, conveyed or otherwise transferred by City, in whole or in part, without the prior written consent of Lloyd Center Hotel Associates Limited Partnerships or its successor in interest. Subject to the preceding sentence, this Public Walkway Easement Agreement and all rights or duties thereunder shall run with the land and shall be binding upon and inure to the benefit of the parties and their respective successors and their assigns.

IN WITNESS HEREOF, the parties have caused this instrument to be executed on the above date.

FOR LLOYD CENTER HOTEL ASSOCIATES LIMITED

PARTNERSHIP By: CULVER INVESTMENT CORP.
General Partner

Y

By: 
Larry Culver, President

[address]

FOR THE CITY:

[address]

City Engineer
1120 SW 5th
Portland, OR 97204

STATE OF WASHINGTON)
) ss.
County of King)

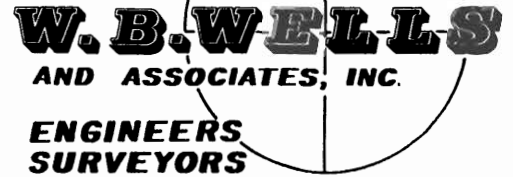
The foregoing instrument was acknowledged before me this 8 th day of November 1990, by Larry Culver (signer), President (title, if any) and that s/he executed this document freely and voluntarily for purposes stated therein.



Kory Hill
Kory T. Hill
Notary Public for Washington,
residing at Auburn

My commission expires January 20,
1993

ROBERT M. SCHLEINING
President



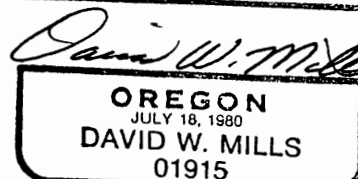
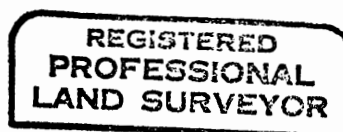
OCTOBER 30, 1990

W.B. WELLS & ASSOC., INC. - JOB 90020
MARRIOTT RESIDENCE INN - LLOYD CENTER

PEDESTRIAN WALKWAY EASEMENT

A tract of land situated in the Northeast one-quarter of Section 35, Township 1 North, Range 1 East of the Willamette Meridian, in the City of Portland, County of Multnomah and State of Oregon, for the purpose of a pedestrian walkway, being more particularly described as follows:

Commencing at the Northwest corner of Lot 1, Block 180, HOLLADAY'S ADDITION TO EAST PORTLAND; thence along the Westerly line of said Block 180, South 1°47'34" West, a distance of 270.20 feet; thence South 88°11'29" East, a distance of 10.00 feet to the TRUE POINT OF BEGINNING, said point being on the Easterly Right-of-Way of N.E. 16th Drive; thence North 54°06'52" East, a distance of 48.92 feet; thence South 88°12'14" East, a distance of 68.09 feet; thence South 1°47'32" West, a distance of 4.00 feet; thence South 88°12'26" East, a distance of 173.27 feet; thence North 1°47'32" East, a distance of 4.00 feet; thence South 88°12'26" East, a distance of 74.71 feet; thence South 68°13'26" East, a distance of 11.71 feet; thence South 88°12'26" East, a distance of 444.30 feet to a point, said point being on a Southerly extension of the Easterly line of Lot 26, Block "A", HOLLADAY PARK ADDITION; thence along said line, South 1°47'34" West, a distance of 16.00 feet; thence North 88°12'26" West, a distance of 771.10 feet; thence South 54°06'52" West, a distance of 49.27 feet to a point on the Easterly Right-of-Way of N.E. 16th Drive; thence along said Right-of-Way line, North 1°47'34" East, a distance of 20.22 feet to the True Point of Beginning.



ORDINANCE NO. 163971

- * Accept a public walkway easement agreement for the NE 16th Avenue and NE Multnomah Boulevard Street Improvement Project, granted by Lloyd Center Hotel Associates, and authorize signature by the City Engineer. (Ordinance)

The City of Portland ordains:

Section 1. The Council finds:

1. That plans for the NE 16th Avenue and NE Multnomah Boulevard Street Improvement Project, provide for the future construction of a pedestrian pathway along the south bluff of the Marriott Residence Inn - Lloyd Center property.
2. A public walkway easement agreement, granted by the affected property owner, is required to construct the pathway as designed.
3. Lloyd Center Hotel Associates, an Oregon Limited Partnership, has executed the required public walkway easement agreement at no cost to the City.

NOW, THEREFORE, the Council directs:

- a. That the following described easement is hereby accepted for public walkway purposes:

R/W #4518-2

A tract of land situated in the northeast one-quarter of Section 35, T1N, R1E, W.M., in the City of Portland, County of Multnomah and State of Oregon, for the purpose of a pedestrian walkway, being more particularly described as follows:

Commencing at the northwest corner of Lot 1, Block 180, Holladay's Addition to East Portland; thence along the westerly line of said Block 180, S 1°47'34" W, a distance of 270.20 feet; thence S 88°11'29" E, a distance of 10.00 feet to the True Point of Beginning, said point being on the easterly right-of-way of NE 16th Drive; thence N 54°06'52" E, a distance of 48.92 feet; thence S 88°12'14" E, a distance of 68.09 feet; thence S 1°47'32" W, a distance of 4.00 feet; thence S 88°12'26" E, a distance of 173.27 feet; thence N 1°47'32" E, a distance of 4.00 feet; thence S 88°12'26" E, a distance of 74.71 feet; thence S 68°13'26" E, a distance of 11.71 feet; thence S 88°12'26" E, a distance of 444.30 feet to a point, said point being on a southerly extension of the easterly line of Lot 26, Block A, Holladay Park Addition; thence along said line S 1°47'34" W, a distance of 16.00 feet; thence N 88°12'26" W, a distance of 771.10 feet; thence S 54°06'52" W, a distance of 49.27 feet to a point on the easterly right-of-way of NE 16th Drive; thence along said right-of-way line, N 1°47'34" E, a distance of 20.22 feet to the True Point of Beginning.

- b. That the City Engineer is authorized to sign the original public walkway easement agreement attached to this original Ordinance.

ORDINANCE No.

- c. The Auditor shall return the original public walkway easement agreement to the Right-of-Way Acquisition Section, Bureau of Transportation Engineering, for signature by the City Engineer.

Section 2. The Council declares that an emergency exists because a delay in the acceptance of the easement might result in confusion as to the public's rights; therefore, this Ordinance shall be in force and effect from and after its passage by the Council.

Passed by the Council, **MAR 20 1991**

Commissioner Earl Blumenauer
Kathryn Hall:mmv.wp
March 5, 1991
[4518]2-PW-Ord

BARBARA CLARK
Auditor of the City of Portland
By *Britta Olson*
Deputy

Agenda No.

ORDINANCE NO. 163971

Title

* Accept a public walkway easement agreement for the NE 16th Avenue and NE Multnomah Boulevard Street Improvement Project, granted by Lloyd Center Hotel Associates, and authorize signature by the City Engineer. (Ordinance)

INTRODUCED BY	Filed: MAR 15 1991
Commissioner Earl Blumenauer	Barbara Clark Auditor of the City of Portland
NOTED BY COMMISSIONER	
Affairs	
Finance and Administration	By: <u>Cay Kershner</u> Deputy
Safety	For Meeting of: MAR 20 1991
Utilities	Action Taken:
Works <u>Earl Blumenauer / J.L.</u>	<input type="checkbox"/> Amended
BUREAU APPROVAL	<input type="checkbox"/> Passed to Second Reading _____
Bureau: Transportation Engineering	<input type="checkbox"/> Continued to:
Prepared by <u>KH</u> Date Kathryn Hall 3-5-91	
Budget Impact Review:	
<input type="checkbox"/> Completed <input type="checkbox"/> Not Required	
Bureau Head: <u>R.O. Schmidt</u> R.O. Schmidt, Bureau Chief	

AGENDA	FOUR-FIFTHS AGENDA	COMMISSIONERS VOTED AS FOLLOWS:	
		YEAS	NAYS
Consent <input checked="" type="checkbox"/> Regular	Blumenauer	Blumenauer	✓
NOTED BY	Bogle	Bogle	✓
City Attorney	Kafoury	Kafoury	—
City Auditor	Lindberg	Lindberg	✓
City Engineer R.O. Schmidt	Clark	Clark	✓
Approved by: <u>R.O. Schmidt</u>			