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MAIL TO: prepared by

Weil, Gotshal & Manges LLP 701 Brickell Avenue Suite 2100 Miami, FL 33131

Attention: Carole Kenin Ganguzza, Esq.

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Cook County Recorder

39.00



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SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

(Chicago)

SUPPLEMENTAL ASSIGNMENT OF LEASES AND RENTS

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THIS SUPPLEMENTAL ASSIGNMENT OF LEASES AND RENTS

("Assignment") is made as of the 30th day of December, 1998, by BRE/SWISS L.L.C., a Delaware limited liability company ("Bon ower"), in favor of CITICORP REAL ESTATE, INC., a Delaware corporation, as Agent on behalf of itself and the other Lenders (as defined in the Credit Agreement (as hereinafter defined)) in such capacity, (the "Lender").

RECITALS

- A. Borrower, Lenders and Agent are parties to a \$250,000,000 Credit Agreement (the "Credit Agreement") dated August 1, 1997.
- B. Pursuant to a certain Consent and Amendment to Credit Agreement dated as of even date herewith, by and among Borrower, Lender, and Host Iv arriott L.P. (the "Operating Partnership") (the "Consent Agreement"), Lender did consent to the consummation of the "REIT Conversion Transactions" as therein defined subject to the satisfaction of the conditions precedent therein contained. The execution and delivery of this Assignment by Borrower to Lender is one of the conditions precedent to obtaining such consent.
- C. Borrower has heretofore executed and delivered to Lender an Assignment of Leases and Rents dated as of August 1, 1997 (the "Assignment of Leases and Rents"). This Supplemental Assignment of Leases and Rents is executed and delivered to confirm and supplement the provisions of the Assignment of Leases and Rents with respect to the Hotel Lease (as hereinafter defined).
- D. In connection with the REIT Conversion Transactions, Borrower is entering into a Lease Agreement dated as of approximately even date herewith (the "Hotel Lease") with CCSH Chicago LLC, a Delaware limited liability company (the "Hotel Lessee") with respect to the Property described on Exhibit A attached hereto and made a part hereof.

BOX 300 CTI

NOW, THEREFORE, WITNESSETH, that Borrower does hereby covenant and agree as follows:

ARTICLE I

Defined Terms

Capitalized terms used in this Assignment without definition shall have the meanings assigned to them in the Assignment of Leases and Rents.

ARTICLE II

Supplemental Assignment of Hotel Lease

FOP. VALUE RECEIVED, Borrower does hereby unconditionally and absolutely SELL, ASSIGN, TRANSFER, SET OVER and DELIVER unto Lender, its successors and assigns, and grant to Lender, its successors and assigns, all of Borrower's right, title and interest in and to the Hotel Lease and any and all subleases, in whole or in part thereof, if any, together with all right, title and interest of Borrower in and to all of the following:

The immediate and continuing right to collect and receive all of the rents, (1) income, receipts, revenues, issues and profits now due or which may become due or to which Borrower may now or shall hereafter (including the period of redemption, if any) become entitled or may demand or claim, arising or issuing from or out of the Hotel Lease or from or out of the Property or any part thereof, including but not by way of limitation: (a) minimum rents, additional rents, percentage rents, parking, maintenance, tax and insurance contributions, deficiency rents (including, without limitation, default interest payments, late payment fees and penalties) and liquidated damages following default, and any rights and claims of any kind which Borrower may have against Hotel Lessee under the Hotel Lease or any subtenants or occupants of the Property, all proceeds payable under any policy of insurance covering loss of rents resulting from untenantability caused by damage or destruction to the Property Cometimes hereinafter collectively referred to as "Rents"); (b) payment to Borrower for loss or dunage, and rebate, refund or return of any premium, now or hereafter paid or payable under any policy of insurance covering the whole or any part of the said Property (sometimes hereinafter referred to as "Losses or Rebates"); (c) any sum or sums now due or hereafter to become due to Borrowe; by reason of any taking of the whole or any part of the Property for public purposes, by right of eminent domain or otherwise, or by reason of any claim now or hereafter existing against any and all parties whomsoever for compensation for real or alleged harm or damage done to or in connection with the Property (sometimes hereinafter referred to as "Damages"); and (d) any abatement, rebate, refund or return owing to Borrower, whether now or hereafter payable, of the whole or any part of any tax, assessment or other charge levied or assessed upon the whole or any part of the Property whether heretofore or hereafter levied or assessed or that has been or hereafter is paid (sometimes hereinafter referred to as "Abatements");

- (2) Any and all collateral now or hereafter provided to Borrower by the Hotel Lessee or any other person to directly or indirectly secure any of the obligations of the Hotel Lessee under or pursuant to the Hotel Lease, and all security agreements, pledge agreements, assignment agreements and other instruments and documents creating, perfecting or in any other manner dealing with any such collateral; and
- (3) Any and all rights of Borrower under any and all guarantees of Hotel Lessee's performance under the Hotel Lease.

TO HAVE AND TO HOLD the same unto Lender, its successors and assigns. This Agreement is an absolute assignment to Lender and not an assignment as security for the performance of the obligations under the Loan Documents, or any other indebtedness subject, however, to the rights of Borrower contained herein, in the Assignment of Leases and Rents and in the other Loan Documents.

The following covenants and agreements shall control the rights of Borrower and Lender with respect to the Hotel Lease:

- 1. Rights of Lender. Subject to the provisions of Section 3 of this Article II, Lender shall have the right, power and authority:
- (a) to collect any and all of the Rents, Losses or Rebates, Damages and/or Abatements;
- (b) to use such measures, legal or equitable, as in its reasonable discretion may be necessary or appropriate to enforce the payment of the Rents, Losses or Rebates, Damages, Abatements and/or any security given in connection therewith;
- (c) to order, purchase, cancel, mod fy, amend and/or in any and all ways control and deal with any and all policies of insurance of any and all kinds now or hereafter on or in connection with the whole or any part of the Property at its discretion and to adjust any loss or damage thereunder and/or to bring suit at law or in equity therefor and to execute and/or render any and all instruments reasonably deemed by Lender to be necessary or appropriate in connection therewith:
- (d) to adjust, bring suit at law or in equity for, settle or otherwise deal with any taking of any or all of the Property for public purposes as aforesaid or any claim for real or alleged harm or damage as aforesaid and to execute and/or render any and all instruments reasonably deemed by Lender to be necessary or appropriate in connection therewith;
- (e) to adjust, settle or otherwise deal with any Abatements and to execute and/or render any and all instruments reasonably deemed by Lender to be necessary or appropriate in connection therewith;
- (f) subject to any rights of contest afforded to Borrower under the Loan Documents, to use and apply Rents, Losses or Rebates, Damages and/or Abatements to the

payment of any taxes, assessments and charges of any nature whatsoever that may be levied or assessed in connection with the Property, to the payment of premiums on such policies of insurance on or in connection with the whole or any part of the Property as may be reasonably deemed advisable by Lender, to the payment of any and all indebtedness, liability or interest of Borrower secured by the Loan Documents, whether now existing or hereafter to exist, to the payment of all expenses in the care and management of the Property, including such repairs, alterations, additions and/or improvements to the Property or any part thereof, as may reasonably be deemed necessary or advisable by Lender, and to the payment of reasonable attorneys' fees, court costs, labor, charges and/or expenses incurred in connection with any and all things which Lender may do or cause to be done by virtue hereof;

- to exercise all other rights with respect to the Property, Leases (including the Fotel Lease). Rents, Losses or Rebates, Damages or Abatements as provided in Section 2 of the Assignment of Leases and Rents, including, but not limited to, the right to use and apply Rents as provided in Section 4 of the Assignment of Leases and Rents.
- **Ecrower Warranties With Respect to Hotel Lease.** Borrower warrants and represents to Lender that the Hotel Lease is a valid and binding agreement enforceable against the Borrower in accordance with its terms; that no Rents reserved in the Hotel Lease have been anticipated or assigned (except for the first month's rent and security deposit); that, to the best of Borrower's knowledge, Hotel Lessue thereunder is not in default of the terms thereof; that Borrower will not, so long as the Loan Decuments are in effect, modify, alter, amend, terminate, cancel or accept a surrender of the Hotel Leas; prior to the end of the term thereof in any manner which would adversely affect Lender's rights under this Assignment or under the Loan Documents without the prior written consent of Leider: and that no request will be made of Hotel Lessee to pay any Rents, and no Rents will be accepted (other than security deposits), in advance of the dates upon which such Rents become due and payable under the terms of the Hotel Lease, it being agreed by Borrower that Rents shall be paid as provided in the Lease and not otherwise, and in no event for more than one month in advance. Borrower shall observe and perform all obligations imposed upon landlord under said leases and small not do or suffer to be done anything to impair the security thereof.
- Revocable License. Notwithstanding that this Agreement is an absolute assignment of the Hotel Lease and Rents, and not merely the collateral assignment of, or the grant of a lien or security interest therein, Lender grants to Borrower a revocable license to collect and receive the Rents and to retain, use and enjoy such Rents as "Landlord" under the Hotel Lease. Such license may be revoked by Lender upon the occurrence of any Event of Default (as defined in the Credit Agreement as modified by the Consent Agreement) (unless specifically waived in writing by Lender). Borrower shall apply any Rents which it receives to the payment of debt service on the Note and other payments due under the Loan Documents, taxes, assessments, water charges, sewer rents and other governmental charges levied, assessed or imposed against the Property, insurance premiums, operation and maintenance charges relating to the Property, and other obligations of lessor under the Hotel Lease before using such proceeds for any other purpose.

- 4. **Borrower Obligations.** Borrower, as a condition of the license granted by Lender, shall (as between Borrower and Lender) be responsible for the control, care and maintenance of the Property and shall carry out all of the obligations of Borrower under the Hotel Lease. Notwithstanding Lender's rights hereunder, prior to taking title to the Property and unless required by law, Lender shall not be obligated to perform, and Lender does not undertake to perform, any obligation, duty or liability with respect to the Hotel Lease or the Property on account of this Agreement. Lender shall have no responsibility on account of this Agreement for the control, care, maintenance or repair of the Property, for any waste committed on the Property, for any dangerous or defective condition of the Property, or for any negligence in the management, upkeep, repair or control of the Property. Lender shall not be responsible for any waste committed or permitted on the Property by Hotel Lessee nor shall the Lender be liable by reason of any dangerous or defective condition on or about the Property. Borrower shall and does hereby ag et to indemnify and to hold Lender harmless of and from any and all liability, loss or damage which may be incurred under or in connection with the Hotel Lease or under or by reason of this Assignment and of and from any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in the Hotel Lease; should Lender incur any such bability, loss or damage under the Hotel Lease or under or by reason of this Assignment, or in the defense of any such claims or demands, Lender shall promptly notify Borrower thereof, and the amount thereof, including reasonable attorneys' fees, costs and expenses, shall be secured he et v, and Borrower shall reimburse Lender therefor within ten (10) days after Lender makes demand therefor. Any amounts not paid within such ten-day period shall bear interest at the default rate provided in the Loan Documents.
- 5. <u>Hotel Lessee Notification</u>. Sorrower shall, within ten (10) days after notice from Lender to Borrower, notify Hotel Lessee that Porrower collects and receives all Rents under authority of a license granted to it by Lender and that, if Hotel Lessee receives notice from Lender that Borrower's license to collect and receive Rents has been revoked, Hotel Lessee shall, upon receipt of said notice and from that time forward, pay all unpaid Rents directly to Lender or as instructed by Lender.

ARTICLE III

Additional Provisions

warrants that: (a) Borrower has full power and authority to enter into this Assignment, to execute and deliver all documents and instruments required hereunder, and to incur and perform the obligations provided for herein, all of which have been duly authorized by all necessary action, and no consent or approval of any person which has not been obtained, is required as a condition to the validity or enforceability hereof or thereof; (b) this Assignment has been duly executed and delivered by Borrower and constitutes, and will continue to constitute, the valid and legally binding obligation of Borrower, and is, and will continue to be, fully enforceable against Borrower in accordance with its terms, subject to bankruptcy and other laws affecting the rights of creditors generally and the application of principles of equity; and (c) the execution, delivery

and performance by Borrower of this Assignment will not violate (i) any applicable provision of law or any applicable order, rule or regulation of any court or governmental authority, the violation of which would have a material adverse effect on Borrower or on Lender's rights under the Loan Documents, or (ii) any instrument, contract, agreement, indenture, mortgage, deed of trust or other document or obligation to which Borrower is a party or by which Borrower, or any of Borrower's property, is bound.

- **Expenses.** Borrower agrees to pay to Lender, promptly after demand by Lender from time to time, the amount of all expenses, including reasonable attorneys' fees and expenses, paid or incurred by Lender in protecting, preserving, exercising or enforcing, or consulting with counsel concerning, any of Lender's rights or interests hereunder. Borrower also agrees to pay to Lender, upon demand by Lender from time to time, interest on the outstanding amount of such expenses paid by Lender, from the date that is ten (10) days after the date of Lender's demand (o) payment of such expenses until the same are paid in full, at the default rate of interest set forth in the Loan Documents.
- Additional Documents. Borrower agrees to execute and deliver to Lender, or cause to be executed and delivered to Lender, from time to time promptly after request by Lender and in form and content satisfactory to Lender, in Lender's discretion exercised in good faith, such notices, consents and other documents as Lender may request in good faith in order to confirm, supplement, preserve, protect or perfect, or to maintain the perfection of, Lender's interest in the Hotel Lease and Lender's rights under this Assignment.
- Assignment not Exclusive. These presents shall in no way operate to prevent Lender from pursuing any remedy which it now or hereafter may have because of any present or future breach of the terms or conditions of the Assignment of Leases and Rents or other Loan Documents or any extension thereof. Nothing ecrein shall imply or infer that the Hotel Lease would or will not be subject to the Assignment of Leases and Rents and the other Loan Documents, it being the intent of this Assignment to continue and supplement the provisions thereof, or that any right or remedy provided hereunder with respect thereto shall supersede or otherwise exist in derogation of the rights and remedies conferred thereunder. The terms of the Assignment of Leases and Rents are incorporated herein by this reference. All rights and remedies of Lender hereunder shall be cumulative and enforceable alternatively, successively or concurrently with those rights and remedies available under the Assignment of Leases and Rents and the other Loan Documents and under applicable law.
- 5. Governing Law. This Assignment is to construed and enforced according to, and governed by, the internal laws of the state in which the Property is located, without regard to the principles of conflicts of law, except that the laws of the State of New York (without regard to principles of conflicts of laws) shall govern the resolution of issues arising under the Credit Agreement to the extent such resolution is necessary to the interpretation of this Assignment.

- 6. Reassignment of Hotel Lease. Upon payment of all of the Secured Obligations, this Assignment shall immediately terminate, and Lender agrees, promptly following Borrower's request, to execute an instrument or instruments which shall reassign the Hotel Lease to the Borrower, together with such other instruments of termination and release of the interests of Lender as the Borrower may reasonably request.
- 7. <u>Liability of Lender</u>. Lender shall not in any way be liable to Borrower for any action or inaction of Lender, its employees or agents under this Assignment except for any action or inaction which constitutes gross negligence or willful misconduct.
- 8. <u>Conflict.</u> If any conflict or inconsistency exists between the absolute Assignment of Rents and Leases and the terms of this Assignment, the terms of the Assignment of Leases and Rents shall control.
- 9. <u>Modification</u>. This Assignment may not be changed orally, but only by an Agreement in writing signed by Borrower and Lender.
- Waiver of Jury Trial. Borrower and Lender hereby knowingly, voluntarily, unconditionally, irrevocably and intentionally waive the right to a trial by jury in respect of any litigation based on, arising out of, under or connection with this Assignment or any of the other Loan Documents or any coolse of conduct, course of dealings, statements (whether verbal or written) or actions of any person of any exercise by any party of their respective rights under this Assignment or the Loan Documents or in any way relating to the indebtedness evidenced by the Loan Documents or the Property (including, without limitation, any action to rescind or cancel this Assignment and any claims or defenses asserting that this Assignment was fraudulently induced or is otherwise void or voidable), this waiver being a material inducement for Lender to accept this Assignment.

IN WITNESS WHEREOF, this Supplemental Assignment of Leases and Rents has been properly executed and sealed by Borrower on the day and year first written above.

Borrower:

BRE/SWISS L.L.C., a Delay are limited

liability company

(SEAL)

amdames Risolec

Title Authorized Signatory

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STATE OF DStrict of Columbia	
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COUNTY OF)	
the personally appeared <u>Somes</u> His the person who executed the foregoing in and say that he resides at High rad Some of BRE/Swiss which executed the foregoing instrument	hat on this day of December, 1998, before to me known and known by me to be astrument, and who being by me duly sworn, did depose, that he is the L.L.C., the limited liability company described and t, and he acknowledged to me that the said instrument mited liability company for the uses and purposes
	City (Name)
	Signature of Notary Public
My Commission expires:	Signature of Notary Public My Commission Expires September 14, 2003

UNOFFICIAL COPY₉₉₀₇₇₉₃₁

EXHIBIT "A"

PARCEL 1:

A PARCEL OF LAND, BEING A PART OF THE LANDS LYING EAST OF AND ADJOINING FORT DEARBORN ADDITION TO CHICAGO, BEING THE WHOLE OF THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, LOCATED AND DESCRIBED AS FOLLOWS:

COMMENCING OF THE EAST LINE OF NORTH COLUMBUS DRIVE, 110 FEET WIDE, (AS SAID NORTH COLUMBUS DRIVE WAS DEDICATED AND CONVEYED TO THE CITY OF CHICAGO BY INSTRUMENT RECURSOR IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS ON JUNE 5, 1972 AS DOCUMENT REASER 21925615) AT A POINT WHICH IS 768.878 FEET, MEASURED ALONG SAID EAST LINE, WORTH FROM THE POINT OF INTERSECTION OF SAID EAST LINE, (EXTENDED SOUTH) WITH THE NORTH LINE OF EAST RANDOLPH STREET, (AS SAID EAST RANDOLPH STREET WAS DEDICATED AND CONVEYED TO THE CITY OF CHICAGO BY INSTRUMENT RECORDED IN SAID RECORDER'S OFFICE ON DECEMBER 11, 1979 AS DOCUMENT NUMBER 25276446), AND RUNNING THENCE PAST ALONG A LINE PERPENDICULAR TO SAID EAST LINE OF NORTH COLUMBUS DRIVE (SAID PAPENDICULAR LINE BEING ALSO THE NORTH LINE OF THE ARCADE LEVEL PARK AS SAID ARCADE LIVEL PARK IS LOCATED AND DEFINED IN THE AMENDATORY LAKE FRONT ORDINANCE PALSED BY THE CITY COUNCIL OF THE CITY OF CHICAGO ON SEPTEMBER 17, 1969), A DISTANCE OF 361.738 FEET; THENCE NORTH ALONG A LINE PERPENDICULAR TO SAID LAST DESCRIBED COURSE, A DISTANCE OF 146.625 FEET, TO THE POINT OF BEGINNING FOR THE PARCEL OF LAND FEREINAFTER DESCRIBED; THENCE CONTINUING NORTH ALONG SAID LAST DESCRIBED PROPERTIES. A DISTANCE OF 141.107 FEET TO AN INTERSECTION WITH THE SOUTH PLY LINE OF EAST WACKER DRIVE AS SAID EAST WACKER DRIVE WAS DEDICATED AND CONVEYED TO THE CITY OF CHICAGO BY THE AFORESAID INSTRUMENT RECORDED AS DOCUMENT NUMBER 21936615; THENCE WESTWARDLY ALONG SAID SOUTHERLY LINE OF EAST WACKER DRIVE (SAID SOUTHERLY LINE BEING HERE A STRAIGHT LINE DEFLECTING 85 DEGREES 24 MINUTES 29 SECCEDS TO THE LEFT FROM A NORTHWARD EXTENSION OF THE LAST DESCRIBED COURSE), A DISTANCE OF 12.571 FEST; THENCE CONTINUING WESTWARDLY ALONG SAID SOUTHERLY LINE OF PAST WACKER DRIVE. SAID SOUTHERLY LINE BEING HERE THE ARC OF A CIRCLE WHICH IS TANGEN T TO THE LAST DESCRIBED COURSE, IS CONVEX TO THE SOUTH AND HAS A RADIUS OF 18/0,498 FEET, A DISTANCE OF 162.710 FEET; THENCE CONTINUING WESTWARDLY ALONG SAID SCUTHERLY LINE OF EAST WACKER DRIVE, SAID SOUTHERLY LINE BEING HERE A STRAIGHT LINE WHICH IS TANGENT TO THE LAST DESCRIBED COURSE, A DISTANCE OF 47.914 FEET TO AN INTERSECTION WITH A LINE 160.571 FEET, MEASURED PERPENDICULARLY, EAST FROM AND PARALLEL WITH SAID EAST LINE, AND NORTHWARD EXTENSION THEREOF, OF NORTH COLUMBUS DRIVE; THENCE SOUTH ALONG SAID PARALLEL LINE A DISTANCE OF 170.325 FEET TO A POINT WHICH IS 146.625 FEET NORTH FROM THE AFOREMENTIONED NORTH LINE OF THE ARCADE LEVEL PARK; THENCE EAST ALONG A LINE PERPENDICULAR TO SAID LAST DESCRIBED COURSE, A DISTANCE OF 221.167 FEET, TO THE POINT OF BEGINNING IN COOK COUNTY ILLINOIS.

PARCEL 2:

CONTINUED ON NEXT

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PERPETUAL AND NON-EXCLUSIVE EASEMENT TO INSTALL, USE, MAINTAIN, REPAIR AND REPLACE UNDERGROUND STORM SEWER, SANITARY SEWER, WATER, GAS AND ELECTRIC LINES IN THE 15 FOOT WIDE STRIP OF LAND (HEREIN CALLED "UTILITY EASEMENT AREA") TO SERVE PARCEL 1 FROM THE EXISTING 66 FOOT UTILITY EASEMENT, AS CREATED BY INSTRUMENT TITLED "EASEMENTS, COVENANTS AND RESTRICTIONS" RECORDED JUNE 30, 1986 AS DOCUMENT NUMBER 86267044, OVER THE FOLLOWING DESCRIBED LAND:

A PARCEL OF LAND, BEING A PART OF THE LANDS LYING EAST OF AND ADJOINING FORT DEARBORN ADDITION TO CHICAGO, BEING THE WHOLE OF THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH PARCEL OF LAND IS BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING ON THE EAST LINE OF NORTH COLUMBUS DRIVE (AS SAID NORTH COLUMBUS DRIVE WAS DEDICATED AND CONVEYED TO THE CITY OF CHICAGO BY INSTRUMENT RECORDED IN THE RECORDER'S OFFICE OF COCK COUNTY, ILLINOIS, ON JUNE 5, 1972 AS DOCUMENT NUMBER 21925615) AT A POINT WHICH IS \$44.72 FEET, MEASURED ALONG SAID EAST LINE, NORTH FROM THE POINT OF INTERSECTION OF SALP RAST LINE, EXTENDED SOUTH, WITH THE NORTH LINE, EXTENDED EAST. OF EAST RANDOLD! STREET: AND RUNNING THENCE EAST ALONG A LINE PERPENDICULAR TO SAID EAST LINE OF NORTH COLUMBUS DRIVE (SAID PERPENDICULAR LINE BEING ALSO THE NORTH LINE OF A CERTAIN STRIP OF LAND, 66 FEET WIDE, CONVEYED TO THE CITY OF CHICAGO FOR PUBLIC UTILITIES AT INSTRUMENT RECORDED IN SAID RECORDER'S OFFICE ON MAY 14, 1962 AS DOCUMENT NUMBER 18474/22 A DISTANCE OF 170.571 FEET TO THE POINT OF BEGINNING AT THE SOUTHWEST COFNER OF THE NEREINAFTER DESCRIBED PARCEL OF LAND: THENCE NORTH ALONG A LINE PARALLEL WITH SAID ZAST LINE OF NORTH COLUMBUS DRIVE, A DISTANCE OF 70.783 FEET; THENCE EAST ALONG A LYAN PERPENDICULAR TO THE LAST DESCRIBED LINE, A DISTANCE OF 15.00 FEET; THENCE SOUTH ALANGIA LINE PARALLEL WITH SAID EAST LINE OF NORTH COLUMBUS DRIVE, A DISTANCE OF 70.783 FEFT TO SAID NORTH LINE OF THE STRIP OF LAND CONVEYED TO THE CITY OF CHICAGO FOR PURLIC UTILITIES; THENCE WEST ALONG SAID LINE A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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