

**IN THE
UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND**

EQUAL RIGHTS CENTER,
a not-for-profit corporation,
11 Dupont Circle, N.W., 4th Floor
Washington, D.C. 20036

AMERICAN ASSOCIATION OF
PEOPLE WITH DISABILITIES,
a not-for-profit corporation
1629 K Street, N.W., Suite 503
Washington, D.C. 20006

UNITED SPINAL ASSOCIATION,
a not-for-profit corporation
75-20 Astoria Boulevard
Jackson Heights, New York 11370

Plaintiffs,

vs.

Civil Action No. 04-3975 (AMD)

ARCHSTONE-SMITH TRUST,
a Maryland Trust and
ARCHSTONE
SMITH OPERATING TRUST,
a Maryland Trust
11 East Chase Street
Baltimore, MD 21202

CLARK REALTY
BUILDINGS, a Maryland Corporation,
2 Bethesda Metro
Bethesda, MD 20814

VIKA, INC., a Maryland Corporation,
7420 Westlake Terrace, Suite 503
Bethesda, MD 20034

NILES BOLTON ASSOCIATES, a
Georgia Corporation
3060 Peachtree Road, N.W., Suite 600
Atlanta, GA 30305

MEEKS + PARTNERS, f/k/a
KAUFMAN MEEKS & PARTNERS
a Texas partnership
Suite 100
16000 Memorial Drive
Houston, TX 77079

Defendants.

CONSENT DECREE

I INTRODUCTION

1. The Equal Rights Center (the “ERC”), the American Association of People with Disabilities (the “AAPD”), and the United Spinal Association (the “USA”) (collectively, the “Plaintiffs”), and Archstone-Smith Trust, Archstone-Smith Operating Trust and their affiliates (collectively “Archstone”) (Plaintiffs and Archstone are collectively referred to as the “Parties”), have agreed to enter into this Consent Decree in order to fully and finally resolve the claims raised by the Plaintiffs in their Complaint in this action (the “Complaint”) including Plaintiffs’ allegations that the Defendants failed to design and construct certain apartment complexes in the states of Arizona, California, Colorado, Connecticut, Florida, Georgia, Illinois, Maryland, Massachusetts, New Jersey, New York, North Carolina, Oregon, Tennessee, Texas, Virginia, Washington, and the District of Columbia, in accordance with the Fair Housing Act (the “FHA”), 42 U.S.C. § 3604(f)(1), (2) & (3)(C), and failed to design and construct places of public accommodation associated with those apartment complexes in violation of the Americans with Disabilities Act (the “ADA”), 42 U.S.C. § 12183(a)(1).

2. The Complaint alleges that Archstone’s failure to design and construct numerous apartment complexes in accordance with the requirements of the FHA and the ADA constitutes a pattern or practice of discrimination against persons with disabilities. Plaintiffs recognize that Defendant Archstone has represented that it acted in good faith to have architects and engineers with whom it contracts design and implement plans that comply with FHA and ADA requirements. Based on Archstone’s representations, to the extent there are deficiencies in compliance with FHA or ADA at the Subject Properties (as defined below), Plaintiffs recognize that there was no intent by Archstone to avoid the requirements of the FHA and ADA.

3. The Parties have determined that certain of the properties originally identified in the Complaint are properly dismissed from this action, and that certain other properties are properly included within this action and the scope of this Consent Decree. A complete listing of the properties intended by the Parties to fall within the scope of this Consent Decree (the “Subject Properties”) is Appendix 1.

4. The Parties agree that this Court has jurisdiction over the subject matter of this action. The Parties acknowledge that this settlement and Consent Decree are being entered into without formal discovery. The Parties further agree that the controversy should be resolved without further proceedings and without an evidentiary hearing. Therefore, the Parties have consented to the entry of this Consent Decree as indicated by the signatures appearing below. The provisions of this Decree shall be binding on Archstone, its affiliates, officers, employees, agents, successors and assigns and all other persons and entities in active concert or participation with them.

It is hereby ORDERED, ADJUDGED AND DECREED that:

II. CORRECTIVE ACTIONS

5. Agreement to Take Corrective Action: The parties agree that certain remedial actions (“Alterations”) are to be taken at the Subject Properties in order to bring them into compliance with the accessibility requirements of the FHA, and to bring the places of public accommodation located at or associated with the Subject Properties into compliance with the ADA and its associated regulations, including the ADA Standards. With respect to the Alterations to be made under any Property Alteration Agreement (as defined herein), Archstone agrees to apply the specifications of ANSI (1998), or any later revision recognized as a “safe harbor” under the FHA, to all Alterations to common use areas; the FHA and the Fair Housing Accessibility Guidelines to all Alterations to the interiors of covered dwelling units; and the ADA and its associated regulations, including the ADA Standards, to all Alterations to public use areas, unless otherwise specifically agreed by the parties.

6. Surveys: The Parties agree that, in order to identify what remedial actions, if any, need to be taken at any Subject Property, a survey shall be conducted by one or more expert architects (the “Surveyors”).

a. Within thirty (30) days¹ of the date of entry of this Consent Decree by the Court, Archstone shall provide Plaintiffs with a listing of the priority of the sequence for conducting surveys (each, a “Survey”) of the Subject Properties. The Surveyors will jointly agree on a schedule for the Surveys for each of the Subject Properties remaining to be surveyed. Plaintiffs have identified Peter Stratton of Steven Winter Associates, who shall be available to conduct Surveys on behalf of Plaintiffs as described herein.

b. Surveys may be scheduled with due regard for the convenience of the persons involved. The Surveyors shall use their best efforts to complete all Surveys of the Subject Properties within twelve (12) months from the date of entry of this Consent Decree.

c. To the greatest extent possible, Surveys will be conducted jointly. It is understood and acknowledged that joint Surveys of five (5) Subject Properties have been conducted as of the date the Parties have executed this Consent Decree.

¹ Throughout this decree, references to “days” shall mean business days.

When a joint Survey is conducted of a Subject Property, the Parties' Surveyors shall, while at the property, develop a list of proposed Alterations and shall, within three (3) days of completion of the Survey, provide the proposed list of Alterations to Plaintiffs and Archstone.

d. The Parties may agree to have Surveys conducted only by Archstone's Surveyor. When a Survey of a Subject Property is conducted only by Archstone's Surveyor, the Surveyor shall, within fourteen (14) days of completing the Survey, provide a report setting forth deficiencies in compliance with the FHA and/or the ADA, if any, to Plaintiffs and Archstone.

7. Property Alteration Agreement: The Alterations to be made to a Subject Property shall be memorialized in a "Property Alteration Agreement," which shall detail the Parties' agreements for Alterations to the specific property in the covered dwelling units, the common use areas, and the public use areas of the property, and shall be made a part of Appendix 2 to this Consent Decree regardless of when agreed to. Property Alteration Agreements shall be entered using the following procedures:

a. When a joint Survey is conducted, the Alterations identified by the Surveyors pursuant to Paragraph 6(c) shall be prima facie acceptable to Archstone and Plaintiffs except for good cause shown. The Parties shall make a good faith effort to agree upon the Property Alteration Agreement for the Subject Property within five (5) days of receipt of the Surveyors' proposal.

b. When a survey is conducted only by Archstone's Surveyor, Archstone and Plaintiffs shall make a good faith effort to agree on a Property Alteration Agreement within thirty (30) days of receipt of the Survey report.

c. The Parties shall endeavor in good faith to resolve informally any differences regarding the scope of any Property Alteration Agreement. If the Parties are unable to reach agreement, they may submit the matter to the Court for resolution. In the event a dispute is brought to the Court, the Court shall have discretion to award costs and attorneys' fees to the prevailing party in accordance with the applicable law.

8. Completion of Alterations: Archstone agrees to complete the Alterations as soon as is practicable, but in no event later than as follows:

a. All Alterations relating to the following public use and common use areas shall be completed within twelve (12) months of the execution of an applicable Property Alteration Agreement: interiors of rental or leasing offices, model units, and accessible routes to these facilities;

b. Alterations relating to all other public use or common use areas not covered in subsection (a) shall be completed within eighteen (18) months of the execution of an applicable Property Alteration Agreement; and

c. Alterations relating to the interiors of covered dwelling units shall be completed when such unit is first vacated following the execution of a Property Alteration Agreement, but in no event later than thirty-six (36) months from such date.

d. Notwithstanding the above, should any tenant with a disability request Alterations to his or her unit, Archstone will, within six (6) months of the tenant request, complete those Alterations called for in the applicable Property Alteration Agreement relating to the interior of the unit. Archstone shall give written notice to Plaintiffs of any such tenant request and a description of the request no later than seven (7) days from receipt of the tenant request and shall provide notice to Plaintiffs within seven (7) days after completion of the Alterations with a description of the Alterations completed.

9. Inspection and Certification of Completed Alterations at Properties:

a. Archstone and Plaintiffs shall agree on a number of designated experts (the "Inspectors") to conduct the on-site inspection of Alterations that have been performed at each of the Subject Properties to determine if the Alterations have been completed in accord with the applicable Property Alteration Agreement.

b. Upon completing Alterations at a Subject Property, Archstone shall provide notice to Plaintiffs and the Inspector (the "Completion Notice"). Within twenty-one (21) days after the Completion Notice is sent, and upon not less than seven (7) days' notice to Archstone, an Inspector shall conduct the on-site inspection. One covered dwelling unit of each floor plan or type subject to the Property Alteration Agreement shall, no later than four (4) days prior to the inspection, be designated by the Inspector for inspection. Archstone will use all best efforts to ensure access to the units selected by the Inspector. In the event Archstone is unable, in good faith, to obtain access to the units designated by the Inspector on the date scheduled for the inspection, it shall provide an explanation of the difficulty to the Inspector. In that event, the Inspector shall promptly designate an alternative unit for inspection. Inspections shall be carried out so as to minimize, to the extent possible, disruption to tenants. Within five (5) days following the on-site inspection of a Subject Property, the Inspector shall set out the results of the inspection in writing, including deficiencies in compliance with the Property Alteration Agreement, if any, and shall send the report to the Parties.

c. If the Inspector cannot complete the inspections in the time provided, reasonable additional time shall be permitted. If the parties are unable to agree on a reasonable additional time they may bring the matter to the Court for resolution.

d. Archstone shall make additional Alterations to address any deficiencies noted in the Inspector's report and shall make a good faith effort to complete such Alterations within sixty (60) days following receipt of the Inspector's report. Upon completing such additional Alterations, Archstone shall provide a Supplemental Completion Notice to Plaintiffs and the Inspector. Within fourteen (14) days after the Supplemental Completion Notice is sent, and upon not less than five (5) days' notice to Archstone, the Inspector shall re-inspect the Property.

Within five (5) days of the re-inspection, the Inspector shall provide a written report to the Parties stating whether the deficiencies have been corrected.

e. Not later than seven (7) days after receiving the Inspector's final report stating that the Alterations have been completed in accordance with the Property Alteration Agreement, Plaintiffs shall provide Archstone with a release in the form attached hereto as Appendix 4.

10. Corrective Action for "To Be Sold" Properties: Archstone has identified certain of the Subject Properties that it desires to sell in the near future, and it is understood that Archstone may sell other Subject Properties during the term of this Decree (all such properties together are the "To Be Sold Properties"). The Parties recognize that certain business exigencies may exist with respect to the To Be Sold Properties, and have agreed that for purposes of compliance with this Consent Decree, the To Be Sold Properties will be subject to this Paragraph 10.

a. The provisions of Paragraphs 6, 7 and 8 shall apply to the To Be Sold Properties, except that when a Survey is conducted only by Archstone's Surveyor, the Surveyor's report shall be provided within seven (7) days of completion of the Survey, and the Parties shall make a good faith effort to agree on a Property Alteration Agreement within thirty (30) days of receipt of the Survey report.

b. Archstone shall not close on the sale of a To Be Sold Property prior to the execution of a Property Alteration Agreement with respect to that Property.

c. In the event that Archstone completes all Alterations identified in a Property Alteration Agreement prior to closing on the sale of a To Be Sold Property, the inspection and certification procedures of Paragraph 9 shall apply with respect to that Property, except that the time periods shall be as follows: The on-site inspection shall be conducted within ten (10) days of the Completion Notice, the Inspector's report shall be provided within five (5) days of the Inspection, and additional Alterations to address deficiencies noted in the Inspector's report shall be made within twenty-one (21) days of receipt of the report. If more than two (2) completion notices are given in any fourteen (14) day period, the parties shall, in good faith, agree to such additional time as may be reasonably necessary to complete the inspections.

d. In the event Archstone cannot complete all the Alterations identified in a Property Alteration Agreement prior to closing the sale of a To Be Sold Property, it shall notify Plaintiffs in writing and shall certify to Plaintiffs in writing not less than five (5) days before closing which of the Alterations set forth in the Property Alteration Agreement it has completed.

e. Archstone may contract as it deems appropriate with the Buyer of any To Be Sold Property in order for the Buyer to complete the Alterations. The provisions of this subparagraph shall govern such contracts.

(1) Upon agreement by the Buyer in its contract with Archstone to the terms set forth in subsections (i) – (ix) below, Plaintiffs agree to

the assumption by the Buyer of Archstone's obligations to complete the remaining Alterations at the specific To Be Sold Property as required by the applicable Property Alteration Agreement. This provision is limited to a total of ten (10) To Be Sold Properties.

(A) Archstone's contract with the Buyer shall provide that:

(i) Buyer consents to the jurisdiction of the Court with respect to the enforcement of this Consent Decree, and the obligation to make Alterations assumed by the Buyer under any contract with Archstone, and, within ten (10) days prior to the closing of the sale to Buyer, Buyer shall identify an agent for the acceptance of service of process;

(ii) Buyer will be solely responsible to complete those Alterations identified on the Property Alteration Agreement that have not been completed as of the closing;

(iii) Archstone will fund an escrow account at a title company acceptable to Plaintiffs, subject to escrow instructions substantially in the form attached as Appendix 3, in an amount equal to the sum of (I) the amount sufficient for the Buyer to complete the Alterations required by this Consent Decree and the Property Alterations Agreement applicable to the property, and (II) an additional ten percent (10%) of that amount. Archstone will in good faith attempt to limit the number of title companies and escrow agents for purposes of this provision;

(iv) Buyer shall complete the remaining Alterations as soon as is practicable, subject to the following limitations: (I) Alterations to the interior of a unit shall be completed when such unit is first vacated following the execution of the Property Alteration Agreement, but in no event later than thirty-six (36) months from such date; (II) Alterations to the exterior portions and interior common areas (except as identified below) shall be completed not later than eighteen (18) months from the execution of the Property Alteration Agreement; (III) Alterations to the interiors or rental or leasing offices, model units, and accessible routes into these facilities shall be completed not later than twelve (12) months from the execution of the Property Alteration Agreement;

Provided, however, that should any tenant with a disability request Alterations to his or her unit, Buyer will, within six (6) months of the tenant request, complete those Alterations

called for in the applicable Property Alteration Agreement relating to the interior of the unit. Buyer shall give written notice to Plaintiffs of any such tenant request no later than seven (7) days from receipt of the tenant request, and, within seven (7) days of completion of the Alterations, shall provide to Plaintiffs a description of the Alterations completed;

(v) upon the closing of the sale to Buyer, Buyer is obligated to comply with the procedures set forth in Paragraph 9 herein for inspection and certification of the Alterations set forth in the Property Alteration Agreement;

(vi) after closing, such personnel as may be necessary to conduct the inspection under Paragraph 9 herein may have access to the property for that purpose;

(vii) in the event that Buyer re-sells a To Be Sold Property prior to completion, inspection, and certification of all Alterations required by this Consent Decree and the applicable Property Alteration Agreement, Buyer shall give Plaintiffs written notice no less than thirty (30) business days prior to the closing of the sale, and shall require as a term of any sales contract with any subsequent buyer of a To Be Sold Property, that the subsequent buyer agree to, and become bound by, the original Buyer's obligations as set forth herein;

(viii) Archstone shall cause such agreements and documentation to be executed as to make the covenants hereunder covenants that run with the land as to the specific To Be Sold Property; and

(ix) Buyer will comply with the notice provisions of Paragraph 28 of this Decree.

(B) Upon Archstone's provision of notice to Plaintiffs of the closing of a To Be Sold Property under the terms set forth in Paragraph 10(e)(1)(A) above, Plaintiffs shall provide Archstone with a complete release from all claims relating to the Complaint for the Property in the form attached hereto as Appendix 4.

(C) Plaintiffs shall, following inspection and certification to a Buyer pursuant to Paragraph 9 herein that all required Alterations identified in the Property Alteration Agreement have been completed, provide the Buyer with a complete release from all claims raised in the Complaint with respect to that specific To Be Sold Property, in the form attached hereto as Appendix 4.

- (2) For all other To Be Sold Properties,
- (A) Archstone will remain ultimately responsible for completion of all Alterations identified on the Property Alteration Agreement;
- (B) Archstone's contract with the Buyer shall provide that, after closing, such personnel as are necessary to complete the Alterations and conduct the inspection under Paragraph 9 herein shall have access to the Property for that purpose.
- (C) Plaintiffs shall, following inspection and certification to Archstone pursuant to Paragraph 9 herein, provide Archstone and Buyer with a complete release of all claims raised in the Complaint with respect to that specific Property in the form attached hereto as Appendix 4.

f. For the duration of this Consent Decree, for all Subject Properties sold by Archstone, Archstone will provide the Buyer with the following:

- (1) Fair Housing Accessibility Guidelines, 56 Fed. Reg. 9472 (1991).
- (2) Department of Housing and Urban Development, *Fair Housing Act Design Manual, A Manual to Assist Builders*.
- (3) Information about the National Accessible Apartment Clearinghouse.

11. Notice to Current Tenants: Within thirty (30) days of the date of the entry of this Consent Decree by the Court, Archstone shall send to each tenant at the Subject Properties a notice in the form attached hereto as Appendix 5.

12. Accessible model units: At Subject Properties that have a model unit, Archstone shall ensure that said model unit complies with FHA and ADA requirements.

13. No Pass-Through of Costs to Tenants: Plaintiffs and Archstone agree that no additional rent, deposit, or other fee may be charged solely because of contemplated or completed Alterations at any Subject Properties.

14. Dislocation of Tenants: Archstone shall attempt to minimize any dislocation to current and prospective tenants. Archstone shall compensate current or prospective tenants for any dislocation caused by Alterations to the same extent they would be compensated for equivalent dislocation arising from other causes.

15. Costs of Surveys: Except as otherwise provided herein, all costs associated with Surveys, preparation of Property Alteration Agreements, inspections, and corrections to remedy deficiencies recorded in Property Alteration Agreements shall be paid by Archstone.

III. FUTURE DESIGN AND CONSTRUCTION

16. For a period of three (3) years from the date of the entry of this Consent Decree by the Court, for all design contracts for covered dwelling units entered into by Archstone, as evidenced by the completion of the site plans and building construction documents, prior to the application for the initial building permits for the project, Archstone shall provide Plaintiffs with a written statement identifying the property, and stating that the plans have been reviewed by a licensed design professional with knowledge of the FHA and ADA, and that they comply with FHA and ADA requirements. The licensed design professional shall be LCM Architects or another firm selected by Archstone and acceptable to Plaintiffs. Plaintiffs shall not unreasonably withhold acceptance of the licensed design professional selected by Archstone.

At the completion of construction of any property subject to this provision, LCM Architects, or another firm selected by Archstone and approved by Plaintiffs (which approval shall not be unreasonably withheld), shall certify in writing to Plaintiffs that the property actually has been constructed in compliance with the FHA and the ADA.

IV. EDUCATION AND TRAINING

17. Education of Employees:

a. Archstone shall ensure that any employees and agents who have supervisory authority over the design and/or construction of covered multifamily dwellings have a copy of and personally review the Fair Housing Accessibility Guidelines, 56 Fed. Reg. 9472 (1991) and the Department of Housing and Urban Development, *Fair Housing Act Design Manual, A Manual to Assist Builders in Meeting the Accessibility Requirements of the Fair Housing Act* (August 1996, rev. April 1998). Archstone and all employees and agents whose duties, in whole or in part, involve the rental of multifamily dwellings at the Subject Properties shall be informed of those portions of the Fair Housing Act that relate to accessibility requirements, reasonable accommodations, and reasonable modifications.

b. Within thirty (30) days of the entry of this Consent Decree by the Court, Archstone shall provide a copy of this Consent Decree, or a summary of its terms, approved by Plaintiffs, and attached as Appendix 6, to all of its employees involved in the design and construction of covered multifamily dwellings and secure a signed statement, attached hereto as Appendix 7, from each employee acknowledging that he/she has received, read and understands the Consent Decree. Likewise, Archstone shall secure such a signed form from any employees involved in the design and construction of covered multifamily dwellings within thirty (30) days after the date on which a new employee commences employment with Archstone.

V. PUBLIC NOTICE OF NON-DISCRIMINATION POLICY

18. Advertising: For a period of three (3) years from the date of entry of this Consent Decree, in all future pamphlets, brochures, newspapers and advertisements, and other

promotional literature regarding the Subject Properties, or any new multifamily property that Archstone may develop, design, or construct, Archstone shall include a conspicuous, appropriately sized Equal Housing Opportunity (EHO) logo (which consists of a house with an equal sign inside, plus the “Equal Housing Opportunity” slogan underneath) and a conspicuous, appropriately sized universal sign of a person in a wheelchair.

19. Nondiscrimination Signage: Within ten (10) days of the date of entry of this Consent Decree by the Court, Archstone shall post and prominently display in the rental offices for the Subject Properties, a sign no smaller than 11 x 14 inches indicating that all dwellings are available for rental on a nondiscriminatory basis. A poster that comports with 24 C.F.R. Part 110 will satisfy this requirement.

20. Accessibility Signage: Once all Alterations at a Subject Property have been completed, Archstone shall include in all pamphlet and brochures relating to that Subject Property a statement that the covered dwelling units at the Property are designed to be accessible to persons with disabilities.

VI. PARTICIPATION IN NATIONAL ACCESSIBLE APARTMENT CLEARINGHOUSE

21. Beginning within thirty (30) days of the entry of this Consent Decree by the Court, Archstone shall participate in the National Accessible Apartment Clearinghouse, and shall list each Subject Property for which Alterations have been completed, inspected and certified pursuant to Paragraph 9. Archstone shall update its listings on this website so as to maintain current information regarding the accessibility and availability of these properties to persons with disabilities.

VII. PAYMENT TO PLAINTIFFS

22. Damages, Attorney’s Fees, Costs and Expenses: Archstone shall pay the total sum of One Million Four Hundred Thousand Dollars (\$1,400,000) to Plaintiffs for their diversion of resources and frustration of mission damages, and attorney’s fees, costs and expenses incurred by Plaintiffs incurred in prosecuting this action through the signing of the Consent Decree. Defendants shall pay said money within five (5) days of the entry of this Consent Decree by the Court, by wire transfer in that amount to counsel for Plaintiffs at Cohen, Milstein, Hausfeld & Toll, PLLC, 1100 New York Ave., NW, Suite 500 West Tower, Washington, D.C. 20005, provided that no amount shall be paid pursuant to this paragraph before Plaintiffs have each executed a written release of all claims, legal or equitable, that they might have against Archstone relating to the claims asserted in the Complaint, in the form attached hereto as Appendix 8.

23. Future Attorneys’ Fees, Costs and Expenses: Archstone shall pay reasonable attorneys’ fees and costs incurred by Plaintiffs and their counsel in the ongoing negotiation and implementation of the Property Alteration Agreements contemplated by this Consent Decree, and in monitoring Archstone’s performance under and compliance with this Consent Decree. To the greatest extent possible, the Parties shall rely on their experts in negotiating and implementing the Property Alteration Agreements in order to minimize attorneys’ fees and costs.

VIII. MISCELLANEOUS

24. Term of Decree: This Consent Decree shall remain in effect for three (3) years after the date of its entry, or until all Alterations contemplated by this Consent Decree have been certified as compliant, whichever is later.

25. Retained Jurisdiction to Enforce Decree: The Court shall retain jurisdiction for the duration of this Consent Decree to enforce the terms of the Decree, after which time the case shall be dismissed with prejudice. Any party may move the Court to extend the duration of the Decree for good cause shown.

26. Dispute Resolution: Plaintiffs and Archstone shall endeavor in good faith to resolve informally any differences regarding interpretation of and compliance with this Consent Decree prior to bringing such matters to the Court for resolution. However, in the event of a failure by Archstone to perform in a timely manner any act required by this Consent Decree or otherwise to act in violation of any provision thereof, Plaintiffs may move this Court to impose any remedy authorized by law or equity, including, but not limited to, an order requiring performance of such act or deeming such act to have been performed, and an award of any damages, costs, and reasonable attorneys' fees which may have been occasioned by the violation or failure to perform.

27. Time for Performance: The time frames set forth in this Consent Decree reflect the Parties' understanding that time is of the essence and that the periods set forth herein must be adhered to, and may be extended only with the mutual written agreement of Plaintiffs and Archstone, or by order of the Court.

28. Notice to the Parties: All notices required or permitted hereunder shall be in writing and shall be served on the parties at the addresses set forth below. Any such notices shall be (a) sent by overnight delivery using a nationally recognized overnight courier, in which case notice shall be deemed delivered one business day after deposit with such courier, (b) sent by facsimile, in which case notice shall be deemed delivered upon confirmation of transmission of such notice, or (c) sent by personal delivery, in which case notice shall be deemed delivered upon receipt. As a courtesy only, e-mail may be used to provide a party with notification that a notice has been sent and a copy of the notice. A party's address may be changed by written notice to the other party; provided, however, that no notice of a change of address shall be effective until actual receipt of such notice. Copies of notices are for informational purposes only, and a failure to give or receive copies of any notice shall not be deemed a failure to give notice.

If to Plaintiffs:

c/o Joseph Sellers
Cohen, Milstein, Hausfeld & Toll, P.L.L.C.
1100 New York Avenue, N.W.
Suite 500, West Tower
Washington, D.C. 20005
Facsimile: 202/408-4699

With copy to: Director, Fair Housing Project
Washington Lawyers' Committee for Civil Rights
& Urban Affairs
11 Dupont Circle, N.W., Suite 400
Washington, D.C. 20036
Facsimile: 202/319-1010

If to Archstone: c/o Archstone-Smith Trust
Attn: General Counsel
9200 E. Panorama Circle
Englewood, Colorado 80122
Facsimile: 303/708-6954

With copy to: Richard Ben-Veniste
Mayer Brown, Rowe & Maw LLP
1909 K Street, N.W.
Washington, D.C. 20006
Facsimile: 202/263-3300

29. Reservation of Other Claims: This Consent Decree, and any release hereunder, shall have no force or effect with respect to Plaintiffs' claims as against any Defendant other than Archstone, all such claims having been specifically reserved by Plaintiffs. This Consent Decree resolves all claims which Plaintiffs have brought or could have brought against Archstone relating to the design and construction provisions of the Fair Housing Act and the Americans with Disabilities Act.

30. Titles: The titles used in this Consent Decree are non-substantive descriptions included solely for the Parties' ease of reference and shall not be construed to alter the substantive provisions of this Consent Decree.

31. Counterparts: This Consent Decree may be executed in counterparts, all of which when taken together shall constitute a single instrument.

EQUAL RIGHTS CENTER
11 Dupont Circle, N.W., 4th Floor
Washington, D.C. 20036

By: Bruce E. Kahn

Title: Executive Director

Date: May 27, 2005

AMERICAN ASSOCIATION OF
PEOPLE WITH DISABILITIES
1629 K Street, N.W., Suite 503
Washington, D.C. 20006

By: _____

Title: _____

Date: _____

UNITED SPINAL ASSOCIATION
75-20 Astoria Boulevard
Jackson Heights, New York 11370

By: _____

Title: _____

Date: _____

Counsel for Equal Rights Center,
American Association of People with
Disabilities, and United Spinal
Association:

Joseph M. Sellers

Joseph M. Sellers
Matthew K. Handley
COHEN, MILSTEIN, HAUSFELD
& TOLL, P.L.L.C.
1100 New York Avenue, N.W.
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Isabelle M. Thabault

Isabelle M. Thabault
Donald L. Kahl
WASHINGTON LAWYERS
COMMITTEE FOR CIVIL RIGHTS AND
URBAN AFFAIRS
11 Dupont Circle
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EQUAL RIGHTS CENTER
11 Dupont Circle, N.W., 4th Floor
Washington, D.C. 20036

Counsel for Equal Rights Center,
American Association of People with
Disabilities, and United Spinal
Association:

By: _____

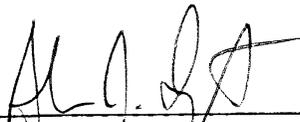
Title: _____

Date: _____

Joseph M. Sellers
Matthew K. Handley
COHEN, MILSTEIN, HAUSFELD
& TOLL, P.L.L.C.
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WASHINGTON LAWYERS
COMMITTEE FOR CIVIL RIGHTS AND
URBAN AFFAIRS
11 Dupont Circle
Suite 200
Washington, D.C. 20036

By:  _____

Title: Pres. AA/CEO _____

Date: 6/1/05 _____

UNITED SPINAL ASSOCIATION
75-20 Astoria Boulevard
Jackson Heights, New York 11370

By: _____

Title: _____

Date: _____

EQUAL RIGHTS CENTER
11 Dupont Circle, N.W., 4th Floor
Washington, D.C. 20036

Counsel for Equal Rights Center,
American Association of People with
Disabilities, and United Spinal
Association:

By: _____

Title: _____

Date: _____

Joseph M. Sellers
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Suite 200
Washington, D.C. 20036

By: _____

Title: _____

Date: _____

UNITED SPINAL ASSOCIATION
75-20 Astoria Boulevard
Jackson Heights, New York 11370

By: 

Title: Executive Dir.

Date: 5/31/05

ARCHSTONE-SMITH TRUST
9200 E. Panorama Circle
Englewood, Colorado 80122

Counsel for Archstone-Smith Trust and
Archstone-Smith Operating Trust:

By: Carolyn P. Osolinik

Title: General Counsel

Date: 6/1/2005

Richard Ben-Veniste

Richard Ben-Veniste

Carolyn P. Osolinik

Gary A. Winters

Fatima Goss Graves

MAYER, BROWN, ROWE & MAW LLP

1909 K Street, N.W.

Washington, D.C. 20006

ARCHSTONE-SMITH OPERATING
TRUST

By: Carolyn P. Osolinik

Title: General Counsel

Date: 6/1/2005

IT IS SO ORDERED this ___ day of _____, 2005:

Andre M. Davis
United States District Judge

LIST OF APPENDICES

<u>No.</u>	<u>Description</u>
1	Subject Properties
2	Property Alteration Agreements
3	Form of Escrow
4	Form of Release
5	Notice to Tenants
6	Summary of Consent Decree
7	Employee Acknowledgement
8	Form of Release for Paragraph 22

APPENDIX 1

Subject Properties

<u>No.</u>	<u>Property Name</u>	<u>Location</u>
1	Archstone Arrowhead	Glendale, AZ
2	Archstone Old Town Scottsdale	Scottsdale, AZ
3	Archstone Rio Salado	Tempe, AZ
4	Archstone Aliso Viejo	Aliso Viejo, CA
5	Archstone Emerald Park	Dublin, CA
6	Archstone Hacienda	Pleasanton, CA
7	Ironhorse Trail	Dublin, CA
8	Archstone Las Flores	Las Flores, CA
9	Archstone Mission Valley	San Diego, CA
10	Archstone Mission Viejo	Mission Viejo, CA
11	Archstone Monterey Grove	San Jose, CA
12	Archstone Pacific View	Carlsbad, CA
13	Archstone Pasadena	Pasadena, CA
14	Archstone Playa Del Rey	Playa Del Rey, CA
15	Archstone Torrey Hills	San Diego, CA
16	Archstone Vanoni Ranch	Ventura, CA
17	Archstone Westside	Los Angeles, CA
18	Archstone Willow Glen	San Jose, CA
19	Archstone Dakota Ridge	Littleton, CO
20	Archstone Riverfront Park	Denver, CO
21	Stonegate	Broomfield, CO
22	Archstone Stamford	Stamford, CT
23	Archstone Cypress Cove	North Lauderdale, FL
24	Archstone Delray Beach	Delray Beach, FL
25	Archstone Doral West	Miami, FL
26	Archstone Gardens	Tamarac, FL
27	Archstone Marina Bay	Davie, FL
28	Archstone Miramar Lakes	Miramar, FL
29	Archstone Promenade	Orlando, FL
30	Residences at Miramar Lakes	Miramar, FL
31	Archstone Rocky Creek	Tampa, FL
32	Archstone Turtle Run	Coral Springs, FL
33	Archstone Waterways	Deerfield Beach, FL
34	Archstone North Point	Alpharetta, GA
35	Archstone State Bridge	Alpharetta, GA
36	Cameron at Barrett Creek	Marietta, GA
37	Cameron Landing	Stockbridge, GA
38	One Superior Place	Chicago, IL

39	Archstone Bowie Town Center	Bowie, MD
40	Archstone Governor's Green I, II	Bowie, MD
41	Cronin's Landing	Waltham, MA
42	Archstone Watertown Square	Watertown, MA
43	Archstone Matthews	Matthews, NC
44	Archstone Northcross	Huntersville, NC
45	Archstone North Park	Raleigh, NC
46	Archstone Olde Apex	Apex, NC
47	Archstone Preston	Morrisville, NC
48	Hedges Creek	Tualatin, OR
49	Preston's Crossing	Beaverton, OR
50	Archstone Hickory Hollow	Nashville, TN
51	Archstone Hunter's Run	Austin, TX
52	Archstone Medical Center	Houston, TX
53	Archstone Memorial Heights	Houston, TX
54	Archstone Monterey Ranch	Austin, TX
55	Cantebrea Crossing	Austin, TX
56	The Esplanade at Hermann Museum Circle	Houston, TX
57	Vistas at Canyon Creek	Austin, TX
58	2201 Wilson Blvd.	Arlington, VA
59	Ballston Place/Pollard Gardens	Arlington, VA
60	Arlington Courthouse Place	Arlington, VA
61	Lofts 590	Arlington, VA
62	Archstone Monument Park	Fairfax, VA
63	Archstone Springfield Station	Springfield, VA
64	Archstone Reston Landing	Reston, VA
65	Archstone Stoneridge Apartments	Ashburn, VA
66	Westchester at Stratford Farm	Leesburg, VA
67	Archstone Woodland Park	Herndon, VA
68	Archstone Worldgate	Herndon, VA
69	Archstone Northcreek	Bothell, WA
70	Archstone Harbour Pointe	Mukilteo, WA
71	The Park Connecticut	Washington, DC

APPENDIX 2

Property Alteration Agreements

APPENDIX 3

Form of Escrow

HOLDBACK ESCROW AGREEMENT

This Holdback Escrow Agreement (this "Agreement") is made as of the ___ day of _____, 2005 by and among [ARCHSTONE-SMITH OPERATING TRUST, a Maryland real estate investment trust] ("Seller"), _____ ("Purchaser"), and [CHICAGO TITLE INSURANCE COMPANY] ("Escrowee").

R E C I T A L S:

Seller and Purchaser have entered into that certain Purchase and Sale Agreement dated _____, 2005 (the "Purchase Agreement") for the purchase and sale of the property more particularly described therein (the "Property"). All initially-capitalized terms used herein, but not defined herein, shall have the meanings ascribed to such terms in the Purchase Agreement.

Archstone-Smith Trust, a Maryland real estate investment trust ("ASN"), [Seller/Archstone-Smith Operating Trust, a Maryland real estate investment trust ("ASOT" and, collectively with ASN, "Archstone"), Equal Rights Center, a not-for-profit corporation ("ERC"), American Association of People with Disabilities, a not-for-profit corporation ("AAPD"), and United Spinal Association ("USA" and, collectively with ERC and AAPD, the "Plaintiffs"), have entered into that certain Property Alteration Agreement (the "Alteration Agreement"), dated as of _____, 2005, pursuant to which Archstone agreed to effect certain Alterations (as defined in the Alteration Agreement) at the Property.

Since all of the Alterations have not been completed as of the Closing Date, (i) Archstone has assigned to Purchaser, and Purchaser has assumed Archstone's obligations under, the Alteration Agreement pursuant to that certain Assignment and Assumption Agreement between Seller and Purchaser dated of even date herewith, and (ii) Seller and Purchaser have agreed that a portion of the proceeds of the sale of the Property shall be deposited in escrow with Escrowee to be held and disbursed pursuant to the terms of this Agreement to pay for the cost of materials and third party costs necessary to complete the Alterations.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and as a condition of Purchaser's agreement to acquire the Property, the parties hereto agree as follows:

Incorporation of Recitals. The Recitals are hereby incorporated into this Section 1 as if fully set forth herein.

Escrow; Escrow Funds. Seller agrees that on the date hereof \$ _____ [110% of the cost of the Alterations] shall be deposited into an account with Escrowee (the "Escrow Account") out of the proceeds of the sale of the Property, which funds shall be held in accordance with this Agreement. All funds deposited with Escrowee pursuant to this Agreement and any interest earned thereon are hereinafter referred to collectively as the "Escrow Funds".

Appointment of Escrowee. Seller and Purchaser hereby appoint Escrowee as escrowee pursuant to the terms of this Agreement, and Escrowee hereby accepts the appointment pursuant to the terms hereof. The parties agree that Escrowee shall act in accordance upon the joint written direction of Seller and Purchaser only, unless otherwise provided herein.

Term. The obligations of Escrowee under this Agreement shall terminate on the earlier to occur of: (a) complete disbursement of the Escrow Funds pursuant to Paragraph 5 hereof, (b) tender of the Escrow Funds into a court of competent jurisdiction as permitted by Paragraph 8 hereof, or (c) the date that is forty (40) months after the Closing Date. Upon such termination, Escrowee shall be relieved from all duties, obligations, liabilities and responsibilities hereunder other than those that accrued prior thereto. Any Escrow Funds remaining in the Escrow Account following the termination of this Agreement shall be released to or at the direction of Seller.

Disbursement of Escrow Funds. From time to time, Purchaser may submit a written request to the Escrow Agent, with a copy to Seller, for reimbursement of costs incurred by Purchaser for materials and third party costs necessary to complete the Alterations. Any such request for reimbursement shall include a description of the Alterations for which reimbursement is sought and documentation supporting the cost of such Alterations. If the cost of the Alterations and any corrective work necessary to make the Alterations comply with the requirements and/or standards specified in the Alteration Agreement exceeds the amount of the Escrow Funds, the Purchaser shall be responsible for such costs.

Fees and Expenses. Seller shall pay all fees and expenses of Escrowee.

Escrowee's Liability. The Escrowee (a) shall be entitled to act upon the joint written instructions from Seller and Purchaser as provided in this Agreement, not only as to its due execution and the validity and effectiveness of its provisions but also to the truth and accuracy of any information therein contained which the Escrowee shall in good faith believe to be genuine and to have been signed by a proper person or persons; (b) may consult independent counsel of its choice in respect of any question relating to its duties or responsibilities under this Agreement and shall not be liable for any action taken or omitted in good faith; (c) shall be under no obligation to institute or defend any action, suit or legal proceeding in connection herewith or to take any other action likely to involve the Escrowee in expense, unless first indemnified to the Escrowee's satisfaction; (d) shall have no responsibilities or obligations with respect to the maintenance of the value of the Escrow Funds; (e) shall not be bound by any amendment to this Agreement or by any other agreement between Seller and Purchaser, except with the Escrowee's written consent; and (f) shall have only such duties and responsibilities as are expressly set forth in this Agreement and shall deliver the Escrow Funds only as provided herein.

Action for Interpleader. Notwithstanding anything in this Agreement to the contrary, in the event of a dispute between any of the parties to this Agreement arising prior to or at the time of termination of this Agreement, which dispute shall be sufficient, in the discretion of Escrowee, to justify so doing, Escrowee shall be entitled to tender the Escrow Funds into the registry or custody of a court of competent jurisdiction in the state where the Property is located, together with such legal pleadings as it may deem appropriate, and thereupon Escrowee shall be discharged from all further duties, obligations, liabilities, and responsibility as Escrowee. All costs and expenses incurred by Escrowee in taking any action pursuant to this paragraph shall be covered and paid pursuant to the indemnification of Escrowee contained in Paragraph 9 hereof.

Indemnification. Seller and Purchaser jointly and severally agree to indemnify, defend and hold harmless Escrowee from and against and in respect of any and all demands, judgments, expenses, costs, losses, injuries or claims of any kind whatsoever, together with any and all attorneys' fees in connection therewith, whether existing on the date hereof or arising hereafter incurred by Escrowee by reason of, from or in connection with this Agreement or any action taken or not taken by Escrowee or in connection with this Agreement not arising out of the gross negligence or willful misconduct of Escrowee.

Governing Law. This Agreement shall be governed and construed under the laws of the state of where the Property is located.

Notices. Any notice required or permitted hereunder shall be in writing and shall be given in accordance with the Purchase Agreement.

Waiver; Cumulative Rights and Remedies. No forbearance on the part of either party in enforcing their respective rights under this Agreement shall constitute a waiver or a forfeiture of any rights or remedies of such party under this Agreement. Each right and remedy of any party hereunder shall be cumulative and not exclusive and shall be in addition to every other right and remedy of such party under this Agreement and at law and in equity.

Headings; Separability of Provisions; Counterparts. The headings for the various Paragraphs herein are for reference only and are not part of this Agreement. If any term or provision of this Agreement or any application thereof shall be invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision shall not be affected thereby. All words used shall be understood and construed of such gender or number as circumstances may require. This Agreement may be executed in counterparts, all of which when taken together shall constitute a single instrument.

Binding Effect; Assignment. This Agreement shall be binding upon the Seller, Purchaser and Escrowee and their respective permitted successors and assigns. This Agreement may not be assigned by any party to this Agreement without the other parties' consent.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date set forth above.

[SELLER/ARCHSTONE-SMITH
OPERATING TRUST, a Maryland real
estate investment trust]

By: _____
Name: _____
Title: _____

[PURCHASER]

By: _____
Name: _____
Title: _____

CHICAGO TITLE INSURANCE
COMPANY

By: _____
Name: _____
Title: _____

APPENDIX 4

Form of Release

Plaintiffs covenant and agree that they will forever refrain from instituting, maintaining prosecuting or continuing to maintain or prosecute any suit or action, or collecting from or proceeding against [Archstone and/or current owner], or its present or former subsidiaries and parents, affiliates, business entities, officers, directors, agents, employees, or any of their respective successors, assigns or legal representatives (collectively, the "Released Parties"), based on any claim, demand, action, cause of action, or liability arising under the Fair Housing Act Amendments of 1988 or the Americans with Disabilities Act relating to [named property] that has been brought, or could have been brought, in the litigation captioned *Equal Rights Center, et al. v. Archstone-Smith, et al.*, No. 04-CV-3975 (D. Md.), whether known or unknown to Plaintiffs. Further, the Property Alteration Agreement recorded at Book __, page __, in _____ County, [State], is hereby released.

APPENDIX 5

Notice to Tenants

Dear [Community name] Resident:

At [community name], we're proud to provide great apartments and great service, guaranteed. In that spirit, we would like to let you know that if you or a family member who resides with you has a physical disability or uses a wheelchair, certain work may be done within your apartment in accordance with the Fair Housing Act's guidelines that could enhance your use and enjoyment of the living space, including the installation of grab bars in the bathroom. Should you want this work to be done, it shall be done at no cost to you.

If you're interested in learning more, or if you'd like to make a specific work order request, please contact the leasing office and ask to speak with me. I'll be happy to help you scope out the requested modifications and work closely with our service team to develop an appropriate schedule.

Thanks, as always, for calling us "home!"

Sincerely,

[Community manager]
Community manager

APPENDIX 6

Summary of Consent Decree

Background

The Equal Rights Center (the “ERC”), the American Association of People with Disabilities (the “AAPD”), and the United Spinal Association (the “USA”), and Archstone-Smith Trust and its affiliates (collectively “Archstone”), have agreed to a settlement to resolve claims raised by the ERC, AAPD, and USA that Archstone failed to design and construct certain apartment complexes in the states of Arizona, California, Colorado, Connecticut, Florida, Georgia, Illinois, Maryland, Massachusetts, New Jersey, New York, North Carolina, Oregon, Tennessee, Texas, Virginia, Washington, and the District of Columbia, in accordance with the Fair Housing Act (“FHA”) and failed to design and construct places of public accommodation associated with those apartment complexes in violation of the Americans with Disabilities Act (“ADA”).

Although the claims by the ERC, AAPD, and USA allege that Archstone’s failure to design and construct numerous apartment complexes in accordance with the requirements of the FHA and the ADA constitutes a pattern or practice of discrimination against persons with disabilities, the ERC, AAPD, and USA recognize that Archstone has represented that it acted in good faith to have architects and engineers with whom it contracts design and implement plans that comply with FHA and ADA requirements. Based on Archstone’s representations, the ERC, AAPD and USA recognize that there was no intent by Archstone to avoid the requirements of the FHA and ADA.

This settlement contains the following agreements, which are embodied in a consent decree enforceable by the United States District Court for the District of Maryland:

Subject Properties

There are a total of seventy-one (71) properties (“Subject Properties”) which will be affected by this agreement. Those properties are listed as the last page of this document.

Corrective Action

Archstone has agreed that certain remedial actions (“Alterations”) may need to be taken at the Subject Properties in order to bring them into compliance with the accessibility requirements of the FHA, and to bring the places of public accommodation located at or associated with the Subject Properties into compliance with the ADA. Effectuating these alterations will entail a three step process.

First, a survey will be done by experts hired by both Archstone and the ERC, AAPD, and USA, to evaluate whether and where alterations are required to be made to each property. It is anticipated that surveys of all of the Subject Properties will be completed in approximately one year. Following each survey, an Alteration Agreement will be created outlining any required alterations.

Next, Archstone, or in some instances, the purchaser of the Archstone property, will complete the required alterations. The timetable for completing these alterations is as follows:

- a. Alterations relating to the interiors of rental or leasing offices, model units, and accessible routes to these facilities shall be completed within twelve (12) months of the execution of an applicable Alteration Agreement;
- b. Alterations relating to all other public use or common use areas shall be completed within eighteen (18) months of the execution of an applicable Alteration Agreement; and
- c. Alterations relating to the interiors of covered dwelling units shall be completed at the earlier of vacation of the unit or thirty-six (36) months following execution of the applicable Alteration Agreement.

However, should any tenant with a disability request Alterations to their unit, Archstone will, within six (6) months of the tenant request, complete those Alterations called for in the applicable Alteration Agreement relating to the interior of the unit.

Finally, following completion of the alterations, an inspector will be sent to the property to determine if all alterations have been properly completed.

Future Design and Construction

For a period of three (3) years, for design contracts for multi-family dwelling units entered into by Archstone, Archstone will provide the ERC, AAPD, and USA with a written statement identifying the property, and certifying that the plans have been reviewed by a licensed design professional with knowledge of the FHA and ADA, and that they comply with FHA and ADA requirements. At the completion of construction of any property subject to the requirements above, Archstone will certify in writing to the ERC, AAPD, and USA that the property actually has been constructed in compliance with the FHA and the ADA.

Education of Employees

Under the agreement, Archstone will provide any employees and agents who have supervisory authority over the design and/or construction of covered multifamily dwellings with a copy of the *Fair Housing Accessibility Guidelines*, 56 Fed. Reg. 9472 (1991) and the *Department of Housing and Urban Development, Fair Housing Act Design Manual, A Manual to Assist Builders in Meeting the Accessibility Requirements of the Fair Housing Act* (August 1996, rev. April 1998). All employees and agents whose duties involve the rental of multifamily dwellings at the Subject Properties shall be informed of those portions of the Fair Housing Act that relate to accessibility requirements, reasonable accommodations, and reasonable modifications.

Advertising

As part of the agreement, all future Archstone pamphlets, brochures, advertisements, and other promotional literature regarding the Subject Properties, or any new multifamily property

that Archstone may develop, design, or construct, will include an Equal Housing Opportunity (EHO) logo (which consists of a house with an equal sign inside, plus the “Equal Housing Opportunity” slogan underneath) and a universal sign of a person in a wheelchair.

Also as part of the agreement, Archstone will post and prominently display in the rental offices for the Subject Properties, a sign no smaller than 11 x 14 inches indicating that all dwellings are available for rental on a nondiscriminatory basis. Once all Alterations at a Subject Property have been completed, Archstone will also include in all pamphlet and brochures relating to that Subject Property a statement that the appropriate dwelling units at the Property are designed to be accessible to persons with disabilities.

The agreement further states that Archstone will participate in the National Accessible Apartment Clearinghouse by listing its properties which have been modified on the Clearinghouse website so as to maintain current information regarding the accessibility and availability of these properties to persons with disabilities.

Payment to ERC, AAPD, and USA

The agreement also states that Archstone will pay \$1,400,000 to the ERC, AAPD, and USA to cover their damages, attorneys’ fees, and other related expenses.

Subject Properties

<u>No.</u>	<u>Property Name</u>	<u>Location</u>
1	Archstone Arrowhead	Glendale, AZ
2	Archstone Old Town Scottsdale	Scottsdale, AZ
3	Archstone Rio Salado	Tempe, AZ
4	Archstone Aliso Viejo	Aliso Viejo, CA
5	Archstone Emerald Park	Dublin, CA
6	Archstone Hacienda	Pleasanton, CA
7	Ironhorse Trail	Dublin, CA
8	Archstone Las Flores	Las Flores, CA
9	Archstone Mission Valley	San Diego, CA
10	Archstone Mission Viejo	Mission Viejo, CA
11	Archstone Monterey Grove	San Jose, CA
12	Archstone Pacific View	Carlsbad, CA
13	Archstone Pasadena	Pasadena, CA
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18	Archstone Willow Glen	San Jose, CA
19	Archstone Dakota Ridge	Littleton, CO
20	Archstone Riverfront Park	Denver, CO
21	Stonegate	Broomfield, CO
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26	Archstone Gardens	Tamarac, FL
27	Archstone Marina Bay	Davie, FL
28	Archstone Miramar Lakes	Miramar, FL
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30	Residences at Miramar Lakes	Miramar, FL
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33	Archstone Waterways	Deerfield Beach, FL
34	Archstone North Point	Alpharetta, GA
35	Archstone State Bridge	Alpharetta, GA
36	Cameron at Barrett Creek	Marietta, GA
37	Cameron Landing	Stockbridge, GA
38	One Superior Place	Chicago, IL
39	Archstone Bowie Town Center	Bowie, MD

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44	Archstone Northcross	Huntersville, NC
45	Archstone North Park	Raleigh, NC
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55	Cantebrea Crossing	Austin, TX
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62	Archstone Monument Park	Fairfax, VA
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65	Archstone Stoneridge Apartments	Ashburn, VA
66	Westchester at Stratford Farm	Leesburg, VA
67	Archstone Woodland Park	Herndon, VA
68	Archstone Worldgate	Herndon, VA
69	Archstone Northcreek	Bothell, WA
70	Archstone Harbour Pointe	Mukilteo, WA
71	The Park Connecticut	Washington, DC

APPENDIX 7

Employee Acknowledgement

I, _____, an employee of Archstone-Smith, hereby acknowledge that I have received a copy of the Consent Decree in *Equal Rights Center, et al. v. Archstone-Smith Trust, et al.*, and that I have read and understand the Decree.

_____ [Employee name]

APPENDIX 8

Form of Release for Paragraph 22

Plaintiffs covenant and agree that they will forever refrain from instituting, maintaining prosecuting or continuing to maintain or prosecute any suit or action, or collecting from or proceeding against Archstone, or its present or former subsidiaries and parents, affiliates, business entities, officers, directors, agents, employees, or any of their respective successors, assigns or legal representatives (collectively, the “Released Parties”), based on any claim, demand, action, cause of action, or liability arising under the Fair Housing Act Amendments of 1988 or the Americans with Disabilities Act that has been brought, or could have been brought, in the litigation captioned *Equal Rights Center, et al. v. Archstone-Smith, et al.*, No. 04-CV-3975 (D. Md.), whether known or unknown to Plaintiffs.