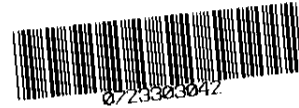


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PROPERTY ALTERATIONS AGREEMENT

One Superior Place, Chicago, Illinois

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PROPERTY ALTERATION AGREEMENT

**One Superior Place
Chicago, IL**

This Property Alteration Agreement (this "Agreement"), dated as of August 8, 2006, is entered into by and among Archstone-Smith Trust, a Maryland real estate investment trust ("ASN"), Archstone-Smith Operating Trust, a Maryland real estate investment trust ("ASOT" and, with ASN and their collective affiliates, "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"), with respect to One Superior Place, Chicago, Illinois (the "Property"). A legal description of the Property is attached hereto as Exhibit A, and the site plan is attached hereto as Exhibit B.

RECITALS

WHEREAS, Archstone and Plaintiffs (the "Parties") have entered into a Consent Decree (the "Consent Decree") which provides, among other things, that the Parties will agree upon alterations (the "Alterations") to be made to certain properties owned by Archstone, and

WHEREAS, a survey has been conducted of the Property, and

WHEREAS, the Parties desire to enter into an agreement concerning Alterations to be made at the Property,

NOW THEREFORE, pursuant to the terms of the Consent Decree, the Parties agree as follows:

I. General Provisions

A. Covenants Running with the Land. The obligations of Archstone under this Agreement shall be covenants running with the land and shall bind each successor in title to the Property or to any portion thereof, including any condominium unit, common areas or other parcel in the event the Property should be subdivided, converted to condominiums or otherwise divided; provided however, the purchaser of any condominium unit shall only be bound by the obligations set forth in subparagraph 4 below. In the event an owner of the Property (a "Condominium Converter") desires to convert the Property to a condominium regime and to sell the residential units at the Property as condominiums, then the following provisions shall apply:

1. Until such time as the Plaintiffs have provided the Condominium Converter with the Release specified in Paragraph 10(e)(1)(C) or provided Archstone and the Condominium Converter with the Release specified in Paragraph 10(e)(2)(C) of the Consent Decree, whichever is applicable, with respect to all Alterations provided for in this Agreement, Archstone and any subsequent seller of the Property shall cause the obligations herein to be incorporated into any purchase and sale agreement for the Property, and to secure in such purchase agreement the acknowledgment of the purchaser

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of such obligations. The failure of Archstone or any subsequent seller to include such language in the purchase agreement or the failure of Archstone or any subsequent seller to obtain such acknowledgment from the purchaser shall not, however, relieve the purchaser of responsibility for complying with the obligations herein.

2. Prior to closing on the sale of any condominium unit in the Property in which Alterations are to be made pursuant to this Agreement (a "Covered Unit"), the Condominium Converter shall (a) complete all Alterations applicable to such Covered Unit; (b) complete the Inspection and Certification Process for at least one Unit of the Unit Type to which the Covered Unit sought to be sold belongs; and (c) in connection with the sale of any Covered Unit, shall comply with the obligations set forth in Sections II.A.1, II.A.4, and II.A.5. Exhibit C to this Agreement itemizes each of the Covered Units at the Property. If the Inspection and Certification Process of a Covered Unit pursuant to paragraph 2(b) is done prior to the completion of all Alterations to all Units of the Unit Type to which the Covered Unit sought to be sold belongs, there shall be an additional Inspection and Certification Process pursuant to paragraphs 9 and 10 of the Consent Decree following completion of all Alterations to all Units of the Unit Type to which the Covered Unit sought to be sold belongs. To the extent the current lessee and occupant of a Covered Unit desires to buy such unit from the Condominium Converter, and the Alterations in such unit cannot be completed without the occupant vacating the unit for some period of time, the Condominium Converter shall compensate the occupant for the period of time they must be dislocated from their unit in order for the Condominium Converter to complete the Alterations.

3. The sale of a Covered Unit shall not relieve the Condominium Converter of its obligations under this Agreement with respect to such Covered Unit, but rather, the Condominium Converter shall continue to be liable for the completion of the Alterations in such unit unless and until the Alterations have been completed, such unit has been inspected, the Alterations have been certified to have been completed in accordance with the requirements of Paragraph 9 of the Consent Decree (the "Inspection and Certification Process"), and the Plaintiffs have provided the Condominium Converter with the Release specified in Paragraph 10(e)(1)(C) or provided Archstone and the Condominium Converter with the Release specified in Paragraph 10(e)(2)(C) of the Consent Decree, whichever is applicable.

4. The purchaser of each Covered Unit for which a Release has not previously been delivered and recorded shall be obligated to make his or her Covered Unit available to the Condominium Converter, Archstone and the Plaintiffs, and their respective contractors and agents, upon reasonable prior notice as may be necessary for compliance with Archstone's or the Condominium Converter's obligations under the Consent Decree and subsequent related agreements, including but not limited to Alterations and Inspection and Certification Processes to be completed, in the event the Condominium Converter has breached its obligation to complete such Alterations prior to conveying such Covered Unit, (b) for the Inspection and Certification Process to be completed in such Covered Unit, (c) for the completion of any additional work required to correct any deficiencies noted during the Inspection and Certification Process, (d) for such additional work to be completed, and (e) for the Inspection and Certification Process

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to be completed as to such additional work. To the extent the Alterations, including any required corrective work, in such unit cannot be completed without the occupant vacating the unit for some period of time, then the Condominium Converter shall compensate the occupant for the period of time they must be dislocated from their unit in order for the Condominium Converter to complete the Alterations and any required corrective work.

The Condominium Converter shall cause the foregoing obligations to be incorporated into each sales contract for a Covered Unit, and to secure in such sales contract the acknowledgment of the purchaser of such obligations. The failure of the Condominium Converter to include such language in the sales agreement or the failure of the Condominium Converter to obtain such acknowledgment from the purchaser shall not, however, relieve the purchaser of responsibility for complying with the foregoing obligations. The Condominium Converter shall indemnify and hold harmless the owner of the Covered Unit from and against any damages, costs and other liabilities resulting from or in connection with the completion of the Alterations, the Inspection and Certification Process and any additional work required by this Agreement or the Consent Decree that may need to be performed in such Covered Unit. The obligations set forth in this and the preceding paragraphs shall be covenants running with the land with respect to each Covered Unit, and shall be binding upon each owner of such Covered Unit until a Release for such Covered Unit shall have been recorded in the real property records for the Property.

5. The establishment of a condominium regime with respect to the Property and the formation of the homeowners association (the "Association") shall not relieve the Condominium Converter of its obligations under this Agreement with respect to the common areas and/or leasing or sales office, but rather, the Condominium Converter shall continue to be liable for the completion of the Alterations applicable to such areas (the "Common Area Alterations") unless and until all such Alterations have been certified as having been completed in accordance with the Inspection and Certification Process and the Plaintiffs have provided the Condominium Converter with the Release specified in Paragraph 10(e)(1)(C), or provided Archstone and the Condominium Converter the Release specified in Paragraph 10(e)(2)(C) of the Consent Decree, whichever is applicable. All Common Area Alterations and the Inspection and Certification Process with respect to such Alterations shall be completed by the earlier to occur of (a) the date upon which such Alterations are to be completed under the terms of the Consent Decree, and (b) the date (the "Turnover Date") upon which control of the Association is turned over to the homeowners. Until the Common Area Alterations and the Inspection and Certification Process with respect to such Alterations have been completed, the Condominium Converter shall not sell or enter into a contract to sell any unit (whether or not a Covered Unit) if the closing of the sale of the unit, together with the closing of all other Units which have been sold or which are at that time under contract, would result in control of the Association being held by the homeowners. If, notwithstanding the foregoing, the Condominium Converter breaches the foregoing obligation and the Common Area Alterations have not been completed prior to the Turnover Date, and/or the Inspection and Certification Process has not been completed by such date, then the Condominium Converter shall nonetheless continue to be obligated to complete the Common Area Alterations and to complete the Inspection and

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Certification Process. The Condominium Converter shall reserve in its Condominium Declaration sufficient easement rights in order to allow the Condominium Converter, Archstone and the Plaintiffs, and their respective contractors and agents, to perform all Common Area Alterations, as well as the Alterations to the Covered Units and the Inspection and Certification process. The Condominium Declaration shall also provide sufficient reserved rights and Association obligations such that the Association shall, upon reasonable prior notice, make the Property available to the Condominium Converter, Archstone and the Plaintiffs, and their respective contractors and agents, in order for the Common Area Alterations, and the Inspection and Certification Process to be completed, including the performance of any additional work that may be required to correct any deficiencies noted during the Inspection and Certification Process and for completion of the Inspection and Certification Process with respect to any such additional work once it has been completed. The Condominium Declaration shall also provide that the Association (a) shall cooperate in good faith with the Condominium Converter in the performance of the Condominium Converter's obligations under this Agreement, (b) shall not take any action, or fail to take any reasonably requested action, the effect of which would be to impede or interfere with the performance of these obligations, and (c) shall not take any action that would remove or undo any of the completed Alterations. In order to enforce the obligations of the Association, in addition to any rights and remedies in the Condominium Declaration and By-Laws of the Condominium Association, the remedies of specific performance and injunctive relief, in addition to an action for damages, shall be available to the Condominium Converter, Archstone and the Plaintiffs or any injured person. Provided the Association has complied with the foregoing provisions, the Condominium Converter shall indemnify and hold harmless the Association from and against any damages, costs and other liabilities resulting from or in connection with completion of the Alterations and the Inspection and Certification Process with respect to the Common Area Alterations. The obligations set forth in this paragraph shall be covenants running with the land with respect to each unit, the common areas and the leasing and/or sales office, and shall be binding upon the Association until a Release for such Common Area Alterations shall have been recorded in the real property records for the Property. Nothing in this agreement gives a right of action to any party or person against Plaintiffs for any injury caused by actions taken under the consent decree or this agreement.

6. If any seller or purchaser of the Property fails to complete their obligations under the foregoing, that party shall be liable to, and shall indemnify, defend and hold harmless, Plaintiffs, Archstone and any other injured party for all losses, costs, expenses and damages resulting from such failure and all fees and costs incurred in curing such failure.

B. Recordation. Archstone shall record this Agreement in the land records of the City or County in which the Property is located.

C. Release. Upon completion, inspection and certification of the Alterations in accordance with this Agreement, Plaintiffs shall provide the Release specified in Paragraph 10(e)(1)(C) or 10(e)(2)(C) of the Consent Decree, as applicable. The Release shall be recorded in the land records of the City or County in which the Property is located. Provision of the

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Release of this Agreement shall be conclusive evidence of the satisfactory completion, inspection and certification of the Alterations in accordance with this Agreement. The release shall not be applicable to Section II.A.1, II.A.4, II.A.5, and the valet trash service portion of Sections 92.1 and 94.1 of this Agreement, and those obligations shall continue to bind Archstone and each successor in title (except the purchaser of an individual condominium unit) as provided in Section I.A hereof.

D. Complete Agreement. The parties agree that no Alterations other than the Alterations specified herein are required under this Agreement.

E. Counterparts. This Agreement may be executed in counterparts, all of which when taken together shall constitute a single instrument.

II. Alterations to Interior of Apartment Units (Covered Units Under the Fair Housing Act Only)

A. General remediation applicable to all covered units

1. Grab bars: Wingits and grab bars will be installed in units that lack reinforcements, upon the request of tenants with disabilities. In the event that any tenant in a covered dwelling unit so requests, Wingits will be installed. Leasing agents shall notify new and prospective tenants of these options in writing at the time any new lease is executed. In the event the Property is converted to condominiums, the condominium converter shall provide such notice to the first purchaser of each unit subject to this Agreement.
2. Kitchen outlets:
 - 2.1 In unit types where specific modifications to kitchen outlets are not indicated, check kitchen outlets to ensure compliance with the mounting requirements of FHADM 5.8.
 - 2.2 Outlets in inaccessible locations may remain if comparable outlets in accessible locations are provided within the same area. Ensure that all uninterrupted countertop work areas that are at least 12 inches long and less than 60 inches long, measured along the front edge of the countertop, are provided with no less than one accessible duplex receptacle. Where an uninterrupted countertop work area is 60 inches long or more, measured along the front edge of the countertop, and is served by more than one duplex receptacle, there shall be at least two accessible duplex receptacles. The kitchen sink may divide the counter into two separate areas.
 - 2.3 For these purposes, a duplex receptacle is considered "inaccessible" if (a) it is mounted more than 46½ inches AFF, measured to the centerline of the top receptacle, or (b) less than

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35½ inches from a corner, or less than 11½ inches from an obstruction (such as a vertical surface of an appliance or a wall), measured to the centerline of the nearest receptacle to the corner or obstruction.

Front entry doors

3. Violation: Where level change on the exterior side of the entry door threshold is greater than ¼" without a compliant bevel of 1:2 at between ⅜" and ½" (measured from the top of the exterior finished floor and the top of the threshold). Where level change on the interior side of the entry door threshold is greater than ¼" without a compliant bevel of 1:2 at ⅜" and ½" (measured from the top of the interior finished floor and the top of the threshold).

3.1 Action: Provide a compliant threshold and level change at the unit entry door (i.e. 1:2 bevel and no more than ½" threshold).

Patio doors

4. Where level change on interior side of sliding patio door threshold is greater than ¼" unbevelled, Archstone will, upon the request of a resident, provide a ramp from the interior of the dwelling unit to the top of the sliding door threshold with a slope determined by the resident. The cost of the ramp and installation will be paid by Archstone. Archstone shall send a letter to all current residents notifying them of the availability of this ramp option. All future resident leases shall contain language notifying them of the availability of this ramp option.
5. Bathroom vanities: Prospective tenants will be notified that the vanity cabinets referenced in 33.1 and 49.1 can be removed at the tenant's option. In the event the Property is converted to condominiums, the condominium converter shall provide such notice to the first purchaser of each unit subject to this Agreement.

B. Model #3, 1 BR/1 BA (Surveyed Unit: Unit 3903)

Location: Kitchen

6. Violation: Noncompliant kitchen outlets
6.1 Action: Modifications as indicated below.

Location	Type	Duplex Receptacles		Work Surfaces
Kitchen	Galley	3		4
Location of Work Surface	Location of duplex receptacle	Height of duplex receptacle	Violation	Action to serve the work surface
1. Right of range	19" from front edge of counter top on	43½" AFF	Yes	Relocate to no more than 12" from front edge of counter top. Mount no

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	side wall			higher than 46" AFF.
2. Left of sink	11" from side wall on sink wall with side approach	44" AFF	No	None
3. Right of sink	9½" from refrigerator on sink wall with side approach	44" AFF	No	None

7. Violation: 40" minimum clearance between all opposing is not provided in the galley kitchen (Less than 39½" between the range and opposing countertop at 37⅝". Less than 39½" between the range and the opposing wall at 37¼").

7.1 Action: Reconfigure the kitchen to provide a minimum of 40" between all opposing.

Note: this action may affect the number and location of work surfaces. Maintain duplex receptacles serving work surfaces.

Location: Living Room

8. Violation: Width of sliding glass door is less than 32" nominal at 30⅝".

8.1 Action: Provide a nominal 32" wide opening.

C. Model #7 Convertible/1BA (Surveyed Unit: Unit 2607)

Location: Kitchen

9. Violation: Noncompliant kitchen outlet.

9.1 Action: Modifications as indicated below.

Location	Type	Duplex Receptacles		Work Surfaces
Kitchen	Galley	3		3
Location of Work Surface	Location of duplex receptacle	Height of duplex receptacle	Violation	Action to serve the work surface
1. Left of sink	11" from side wall on sink wall	44½" AFF	Yes	Relocate to no less than 12" from the front edge of the countertop. Mount no higher than 46" AFF.
2. Right of sink	13½" from the refrigerator on sink wall	44" AFF	No	None
3. Left of range beneath the counter top on the back side of the peninsula		30" AFF	No	None

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10. Violation: 40" minimum clearance between all opposing is not provided in the galley kitchen (Less than 39½" between the countertop and opposing chase wall 36⅝". Less than 39½" between the range and the opposing countertop at 38". Less than 39½" between the refrigerator and the opposing countertop at 36⅝". Less than 39½ between the range and the opposing dishwasher at 37").
- 10.1 Action: Reconfigure the kitchen to provide a minimum of 40" between all opposing.

Note: this action may affect the number and location of work surfaces.

D. Model #2, 2BR/2BA (Surveyed Unit: Unit 4902)

Location: Kitchen

11. Violation: Less than 39½" between the range and the dishwasher at 33¼".
12. Violation: Less than 39½" between opposing countertops at 37".
- 12.1 Action: Provide a minimum of 40" between all opposing.

Location: Master Bathroom (Type A)

13. Violation: Clear floor space is not provided outside of the swing of the door, less than 48" at 44".
- 13.1 Action: Reverse the swing of the door.

E. Model #17 convertible/1BA (Surveyed Unit: Unit 5217)

Location: Kitchen

14. Violation: Noncompliant kitchen outlets
- 14.1 Action: Modifications as indicated below.

Location	Type	Duplex Receptacles		Work Surfaces
Kitchen	Galley	3		4
Location of Work Surface	Location of duplex receptacle	Height of duplex receptacle	Violation	Action to serve the work surface
1. Left of range	17" from front edge of counter top on side wall	43¾" AFF	Yes	Relocate to no less than 12" from the front edge of the counter top. Mount no higher than 46" AFF.
2. Right of sink	9½" from side edge of counter top on sink wall	44" AFF	Yes	Relocate to no less than 12" from the side edge of the countertop. Mount no higher than 46" AFF.
3. Left of sink	11½" from side wall on sink wall with side approach	44" AFF	No	None

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15. Violation: 40" minimum clearance between all opposing is not provided in the galley kitchen (Less than 39½" between the refrigerator and the opposing countertop at 37". Less than 39½" between refrigerator and opposing range at 33¾". Less than 39½" between range and opposing dishwasher at 38").
16. Violation: Clear floor space not provided for a centered side or centered front approach at the refrigerator. (Sidewall obstructs centered side approach at the refrigerator and there is less than 40" perpendicular at 33¾").
- 16.1 Action: Reconfigure the kitchen to provide a minimum of 40" between all opposing and to provide centered side approach or centered front approach at the refrigerator.

Note: this action may affect the number and location of work surfaces. Maintain duplex receptacles serving work surfaces.

F. Model #7, 1B/1BA (Surveyed Unit: Unit 4407)

Location: Kitchen

17. Violation: Noncompliant kitchen outlets
- 17.1 Action: Modifications as indicated below.

Location	Type	Duplex Receptacles		Work Surfaces
Kitchen	U-shape	2		3
Location of Work Surface	Location of duplex receptacle	Height of duplex receptacle	Violation	Action to serve the work surface
1. Left of sink	15¾" on from edge of countertop on sink wall	43 ½" AFF	No	None
2. Right of sink	10" from front edge of range on sink wall	43" AFF	Yes	Relocate to 12" or more from the front edge of the range. Mount no higher than 46" AFF.

18. Violation: Centered side approach at the range is not provided, less than 22¾" at 16".
- 18.1 Provide a centered side approach.

G. Model #14, Convertible/1BA (Surveyed Unit: Unit 4414)

Location: Kitchen

19. Violation: Noncompliant kitchen outlets
- 19.1 Action: Modifications as indicated below.

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Location	Type	Duplex Receptacles		Work Surfaces
Kitchen	Galley	3		4
Location of Work Surface	Location of duplex receptacle	Height of duplex receptacle	Violation	Action to serve the work surface
1. Right of range	21" from front edge of countertop on side wall	43" AFF	Yes	Relocate to no less than 12" from the front edge of the countertop. Mount no higher than 46" AFF.
2. Left of sink	10½" from side wall on sink wall with side approach	43½" AFF	No	None
3. Right of sink	6½" from side edge of counter top on sink wall with side approach	43" AFF	No	None

20. Violation: 40" minimum clearance between all opposing is not provided in the galley kitchen (Less than 39½" between the countertop and the opposing wall 38¼". Less than 39½" between the range and opposing wall 35¾". Less than 39½" between opposing countertops at 39". Less than 39½" between the refrigerator and opposing countertop at 39").

20.1 Action: Reconfigure the kitchen to provide a minimum of 40" between all opposing.

Note: this action may affect the number and location of work surfaces. Maintain duplex receptacles serving work surfaces.

Location: Living Room

21. Violation: Width of sliding glass door is less than 32" nominal at 30".

21.1 Action: Provide a nominal 32" wide opening.

Location: Master Bathroom (Type A)

22. Violation: Clear floor space is not provided outside of the swing of the door, less than 48" at 46 ¾"

22.1 Action: Reverse the swing of the door.

H. Model #15, 1BR/1BA (Surveyed Unit: Unit 3715)

Location: Kitchen

23. Violation: 40" minimum clearance between all opposing is not provided in the galley kitchen (Less than 39½" between the opposing countertops 38". Less than 39½" between the range and opposing countertop at 35". Less than 39½" between the dishwasher and opposing countertop at 37¾").

23.1 Action: Reconfigure the kitchen to provide a minimum of 40" between all opposing.

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Note: this action may affect the number and location of work surfaces.
Maintain duplex receptacles serving work surfaces.

I. Model #11 Convertible/IBA (Surveyed Unit: Unit 3911)

Location: Kitchen

24. Violation: Noncompliant kitchen outlets
24.1 Action: Modifications as indicated below.

Location	Type	Duplex Receptacles		Work Surfaces
Kitchen	Galley	3		4
Location of Work Surface	Location of duplex receptacle	Height of duplex receptacle	Violation	Action to serve the work surface
1. Left of range	17" from front edge of counter top on side wall	44 $\frac{1}{4}$ " AFF	Yes	Relocate to no more than 12" from front edge of counter top. Mount no higher than 46" AFF.
Left of sink	23 $\frac{1}{4}$ " from refrigerator on sink wall	44 $\frac{1}{2}$ " AFF	No	None
Right of sink	5 $\frac{1}{2}$ " from side wall on sink wall	44 $\frac{1}{2}$ " AFF	Yes	Relocate to no more than 12" from front edge of the counter top. Mount no higher than 46" AFF.

25. Violation: 40" minimum clearance between all opposing is not provided in the galley kitchen (Less than 39 $\frac{1}{2}$ " between countertop and opposing chase wall at 33". Less than 39 $\frac{1}{2}$ " between the range and opposing countertop at 38". Less than 39 $\frac{1}{2}$ " between the refrigerator and the opposing countertop at 37". Less than 39 $\frac{1}{2}$ " between washer/dryer sidewall and opposing countertop at 31").
26. Violation: Clear floor space not provided for a centered side or centered front approach at the refrigerator. (Sidewall obstructs centered side approach at the refrigerator and there is less than 48" perpendicular at 37").
- 26.1 Action: Reconfigure the kitchen to provide a minimum of 40" between all opposing and to provide centered side approach or centered front approach at the refrigerator.

Note: this action may affect the number and location of work surfaces.

Location: Living Room

27. Violation: Width of sliding glass door is less than 32" nominal at 31 $\frac{5}{8}$ ".
27.1 Action: Provide a nominal 32" wide opening.

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J. Model #8 Convertible/1BA (Surveyed Unit: Unit 3608)

Location: Kitchen

28. Violation: Noncompliant kitchen outlets
28.1 Action: Modifications as indicated below.

Location	Type	Duplex Receptacles		Work Surfaces
Kitchen	Galley	3		3
Location of Work Surface	Location of duplex receptacle	Height of duplex receptacle	Violation	Action to serve the work surface
1. Left of sink	25 ¾" from the refrigerator on the sink wall	45½" AFF	No	None
2. Right of sink	7" from side wall on sink wall	45½" AFF	Yes	Relocate to no less than 12" from side wall. Mount no higher than 46" AFF.
Right of range beneath the island on the back side of the counter		30½" AFF	No	None

29. Violation: 40" minimum clearance between all opposing is not provided in the galley kitchen (Less than 39½" between countertop and opposing chase wall at 36⅝". Less than 39½" between the range and the opposing countertop at 37 ¾". Less than 39½" between the refrigerator and the opposing countertop at 36¼")

29.1 Action: Reconfigure the kitchen to provide a minimum of 40" between all opposing.

Note: this action may affect the number and location of work surfaces.

K. Model #9, 1BR/1BA (Surveyed Unit: Unit 3509)

Location: Kitchen

30. Violation: Noncompliant kitchen outlets
30.1 Action: Modifications as indicated below.

Location	Type	Duplex Receptacles		Work Surfaces
Kitchen	L-shape	2		3
Location of Work Surface	Location of duplex receptacle	Height of duplex receptacle	Violation	Action to serve the work surface
1. Left of sink	-7½" from the front edge of the peninsula counter	43½" AFF	Yes	Relocate to no less than 12" from the front edge of the peninsula counter top. Mount no higher than

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	top			46" AFF.
2. Right of sink	17½" from refrigerator on sink wall	43¼" AFF	No	None

31. Violation: Clear floor space not provided for a centered side approach at the range (less than 22¾" at 16").

31.1 Action: Provide a centered side approach at the range.

L. Model #10 Convertible/1BA (Surveyed Unit: Unit 3510)

Location: Kitchen

32. Violation: 40" minimum clearance between all opposing is not provided in the galley kitchen (Less than 39½" between countertop and opposing phase wall at 36⅜". Less than 39½" between the range and the opposing countertop at 37⅞". Less than 39½" between the refrigerator and the opposing countertop at 35⅞").

32.1 Action: Reconfigure the kitchen to provide a minimum of 40" between all opposing.

Note: this action may affect the number and location of work surfaces.

Location: Hall Bathroom (Type A)

33. Violation: Centered side approach not provided at the lavatory, less than 22¾" from the side wall to the centerline of the lavatory at 16".

33.1 Action: Provide a removable vanity base cabinet or a wall hung lavatory to allow for a centered front approach.

34. Violation: Less than 14½" provided between the centerline of the water closet and the tub at 13½".

34.1 Action: Relocate the water closet to provide a minimum of 15" between the centerline of the water closet and the tub. Maintain a minimum of 16" between the centerline of the water closet and the vanity base cabinet.

M. Model #4, 1BR/1BA (Surveyed Unit: Unit 3504)

Location: Kitchen

35. Violation: Noncompliant kitchen outlets

35.1 Action: Modifications as indicated below.

Location	Type	Duplex Receptacles		Work Surfaces
Kitchen	Galley	3		4
Location of Work Surface	Location of duplex receptacle	Height of duplex	Violation	Action to serve the work surface

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		receptacle		
1. Left of range	19" from front edge of counter top on side wall on range wall	43½" AFF	Yes	Relocate to no more than 12" from the front edge of the countertop. Mount no higher than 46" AFF.
2. Right of sink	14" from the refrigerator on the sink wall	43½" AFF	No	None
3. Left of sink	30" from side wall on sink wall	44" AFF	No	None

36. Violation: 40" minimum clearance between all opposing is not provided in the galley kitchen (Less than 39½" between refrigerator and opposing countertop at 34⅝". Less than 39½" between the refrigerator and the opposing range at 31⅜". Less than 39½" between the range and the opposing countertop at 36⅛". Less than 39½" between dishwasher and the opposing countertop at 39¼").

37. Violation: Clear floor space not provided for a centered side or centered front approach at the refrigerator. (Sidewall obstructs centered side approach at the refrigerator and there is less than 48" perpendicular at 31⅜")

37.1 Action: Reconfigure the kitchen to provide a minimum of 40" between all opposing and to provide centered side approach or centered front approach at the refrigerator.

Note: this action may affect the number and location of work surfaces.

Location: Living Room

38. Violation: Width of sliding glass door is less than 32" nominal at 30¼".

38.1 Action: Provide a nominal 32" wide opening.

N. Model #1, 2BR/2BA (Surveyed Unit: Unit 3101)

Location: Kitchen

39. Violation: 40" minimum clearance between all opposing is not provided in the galley kitchen (Less than 39½" between opposing counter tops at 37⅜". Less than 39½" between the range and the opposing dishwasher at 33⅜". Less than 39½" between the counter top and the opposing wall at 34⅜").

39.1 Action: Reconfigure the kitchen to provide a minimum of 40" between all opposing.

Note: this action may affect the number and location of work surfaces.

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O. Model #6 Convertible/1BA (Surveyed Unit: Unit 4906)

Location: Kitchen

40. Violation: Noncompliant kitchen outlets
 40.1 Action: Modifications as indicated below.

Location	Type	Duplex Receptacles		Work Surfaces
Kitchen	Galley	3		4
Location of Work Surface	Location of duplex receptacle	Height of duplex receptacle	Violation	Action to serve the work surface
1. Left of range	18" from the front edge of the counter top on the side wall	43½" AFF	Yes	Relocate to no more than 12" from the front edge of the countertop. Mount no higher than 46" AFF.
2. Right of sink	9½" from refrigerator on sink wall	44" AFF	Yes	Relocate to no more than 12" from the front edge of the countertop. Mount no higher than 46" AFF.
3. Left of sink	10½" from the side wall on the sink wall	44½" AFF	Yes	Relocate to no more than 12" from the front edge of the countertop. Mount no higher than 46" AFF.

41. Violation: 40" minimum clearance between all opposing is not provided in the galley kitchen (Less than 39½" between refrigerator and opposing countertop at 35⅞". Less than 39½" between the refrigerator and the opposing range at 32⅝". Less than 30½" between washer/dryer sidewall and the opposing countertop at 28 ¾")
42. Violation: Clear floor space not provided for a centered side or centered front approach at the refrigerator. (Sidewall obstructs centered side approach at the refrigerator and there is less than 48" perpendicular at 32⅝")
- 42.1 Action: Reconfigure the kitchen to provide a minimum of 40" between all opposing and to provide centered side approach or centered front approach at the refrigerator.

Note: this action may affect the number and location of work surfaces.

Location: Living Room

43. Violation: Width of sliding glass door is less than 32" nominal at 30½".
 43.1 Action: Provide a nominal 32" wide opening.

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P. Model #13, 1 BR/1 BA (Surveyed Unit: Unit 2013)

Location: Kitchen

44. Violation: Noncompliant kitchen outlets
44.1 Action: Modifications as indicated below.

Location	Type	Duplex Receptacles		Work Surfaces
Kitchen	Galley	3		4
Location of Work Surface	Location of duplex receptacle	Height of duplex receptacle	Violation	Action to serve the work surface
1. Left of range	16" from front edge of counter top on side wall	43½" AFF	Yes	Relocate to no more than 12" from the front edge of the countertop. Mount no higher than 46" AFF.
2. Right of sink	15½" from refrigerator on sink wall	44½" AFF	No	None
3. Left of sink	34½" from side wall on sink wall	44½" AFF	No	none

45. Violation: 40" minimum clearance between all opposing is not provided in the galley kitchen (Less than 39½" between refrigerator and opposing countertop at 35½". Less than 39½" between the refrigerator and the opposing range at 31⅞". Less than 39½" between range and opposing countertop at 37⅞").
45.1 Action: Reconfigure the kitchen to provide a minimum of 40" between all opposing.

Note: this action may affect the number and location of work surfaces.

Location: Living Room

46. Violation: Width of sliding glass door is less than 32" nominal at 30⅜".
46.1 Action: Provide a nominal 32" wide opening.

Q. Model #12, 1 BR/1 BA (Surveyed Unit: Unit 1912)

Location: Kitchen

47. Violation: 40" minimum clearance between all opposing is not provided in the galley kitchen (Less than 39½" between countertop and opposing chase wall at 38½". Less than 39½" between the range and the opposing chase wall at 35⅞". Less than 39½" between range and opposing countertop at 35 ¾". Less than 39½" between opposing countertops at 38 ¾").

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- 47.1 Action: Reconfigure the kitchen to provide a minimum of 40" between all opposing.

Note: this action may affect the number and location of work surfaces.

Location: Living Room

48. Violation: Width of sliding glass door is less than 32" nominal at 30 $\frac{1}{8}$ ".
48.1 Action: Provide a nominal 32" wide opening.

Location: Hall Bathroom (Type A)

49. Violation: Centered side approach not provided at the lavatory, less than 22 $\frac{3}{4}$ " at 16".
49.1 Action: Provide a removable vanity base cabinet or a wall hung lavatory to allow for a centered front approach.

R. Model #16, 1 BR/1 BA (Surveyed Unit: Unit 1616)

Location: Kitchen

50. Violation: 40" minimum clearance between all opposing is not provided in the galley kitchen (Less than 39 $\frac{1}{2}$ " between the range and the opposing counter top at 37).
50.1 Action: Reconfigure the kitchen to provide a minimum of 40" between all opposing

Note: this action may affect the number and location of work surfaces.

S. Model #5, 1 BR/1 BA (Surveyed Unit: Unit 505)

Location: Kitchen

51. Violation: Noncompliant kitchen outlets
51.1 Action: Modifications as indicated below.

Location	Type	Duplex Receptacles		Work Surfaces
Kitchen	Galley	6		4
Location of Work Surface	Location of duplex receptacle	Height of duplex receptacle	Violation	Action to serve the work surface
1. Left of range	15" from front edge of counter top on side wall	44" AFF	Yes	Relocate to no more than 12" from the front edge of the countertop. Mount no higher than 46" AFF
2. Left of sink	16 $\frac{1}{2}$ " from refrigerator on sink wall	44" AFF	No	None

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3. Right of sink	7½" from side wall on sink wall with side approach	44½" AFF	No	None
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52. Violation: 40" minimum clearance between all opposing is not provided in the galley kitchen (Less than 39½" between countertop and opposing chase wall at 38 ¾". Less than 39½" between the range and the opposing chase wall at 35½". Less than 39½" between range and opposing countertop at 35⅞". Less than 39½ between opposing countertops at 38⅞. Less than 39½" between the dishwasher and opposing countertop at 38").
- 52.1 Action: Reconfigure the kitchen to provide a minimum of 40" between all opposing.

Note: this action may affect the number and location of work surfaces.

Location: Living Room

53. Violation: Width of sliding glass door is less than 32" nominal at 30½".
- 53.1 Action: Provide a nominal 32" wide opening.

Location: Hall Bathroom (Type A)

54. Violation: clear floor space not provided out side of the swing of the door, less than 30" at 17½".
- 54.1 Action: Reverse the swing of the door.

T. Model #9 Convertible/1BA (Surveyed Unit: Unit 3109)

Location: Kitchen

55. Violation: Noncompliant kitchen outlets
- 55.1 Action: Modifications as indicated below.

Location	Type	Duplex Receptacles		Work Surfaces
Kitchen	Galley	3		3
Location of Work Surface	Location of duplex receptacle	Height of duplex receptacle	Violation	Action to serve the work surface
1. Right of sink	10½" from sidewall on sink wall	44" AFF	Yes	Relocate to no less than 12" from side wall. Mount no higher than 46" AFF.
2. Left of sink	11½" from the refrigerator on sink wall	44" AFF	No	None
3. Right of range beneath countertop on the back side of		29" AFF	No	None

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the peninsula				
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56. Violation: 40" minimum clearance between all opposing is not provided in the galley kitchen (Less than 39½" between countertop and opposing chase wall at 36¾". Less than 39½" between the range and the opposing countertop at 38". Less than 39½" between refrigerator and the opposing countertop at 36 ¾").

56.1 Action: Reconfigure the kitchen to provide a minimum of 40" between all opposing.

Note: this action may affect the number and location of work surfaces

III. Common Areas

A. Leasing office

Location: Automated entry door

57. Violation: Stopping pressure is greater than 15 lbs at 35 lbs.

57.1 Action: Adjust or replace the auto door.

Location: Unisex bathroom in leasing office

58. Violation: The opening pressure of the entry door is greater than 8.5 lbs at 9 lbs.

58.1 Action: Adjust or replace the closer.

59. Violation: The side grab bar in the bathroom is located less than 53" at 51" measured from the rear wall to the leading edge.

59.1 Action: Relocate the grab bar to no less than 54" measured from the rear wall to the leading edge.

60. Violation: The rear grab bar is less than 36" at 24".

60.1 Action: Provide a 36" rear grab bar.

61. Violation: There is less than 47" perpendicular at 39" on the push side of the door.

61.1 Action: Provide a clear maneuvering space.

B. Cardio Fitness Center

Location: TVs in the fitness center

62. Violation: There is less than 80" AFF of head room provided beneath the TVs at 62½" AFF.

62.1 Action: Provide a barrier beneath.

Location: Sanitation stations in the fitness center

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63. Violation: Stations are located greater than 54½” AFF at 57” (to the paper towel dispenser) and 62” AFF (to the sanitizer).

63.1 Action: Relocate a minimum of one station to no more than 54” AFF to top of operable parts.

C. Weight Fitness Center

Location: Sanitation stations in the fitness center

64. Violation: Stations are located greater than 54½” AFF at 57” (to the paper towel dispenser) and 62” AFF (to the sanitizer).

64.1 Action: Relocate a minimum of one station to no more than 54” AFF to top of operable parts.

D. Lobby Area

Location: Mail Center in back lobby

65. Violation: The mail drop slot is located greater than 54½” AFF at 64” AFF.

65.1 Action: Relocate no more than 54” AFF.

E. Men’s locker room

Location: Entry door

66. Violation: There is a level change on both sides of the entry door greater than ¼” and unbevelled at ⅜” measured from the top of the exterior finished floor to the top of the threshold. There is less than ½” and unbevelled at ⅝” measured from the top of the interior finished floor to the top of the threshold.

66.1 Action: Provide a compliant level change i.e. a threshold with a 1:2 beveled level change.

Location: Lockers

67. Violation: A 30x48 clear floor space is not provided at the lockers. The bench obstructs the clear floor space. There is only 29½x48” adjacent to the bench.

67.1 Action: Provide compliant clear floor space. (An alternative solution would be to cut one inch off of the end of the bench so that the full 30 inches can be positioned for a front approach.)

Location: Showers

68. Violation: An accessible shower is not provided, greater than 36x36” at 56” depth

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69. Violation: Compliant grab bars are not provided.
- 69.1 Action: Relocate shower seat so the farthest leading edge of the seat is at 36 inches from the control wall. This brings the entire seat to within 36 inches from the control wall. Shift the 24-inch grab bar currently mounted on the seat wall all the way to the left so that it meets the wall opposite the control wall. Add a new 24-inch grab bar to the wall opposite the control wall. Mount as close as possible to the corner.

Location: Accessible stall

70. Violation: The accessible stall door is located opposite the water closet.
- 70.1 Action: Relocate the stall door.

F. Women's Locker room

Location: Entry door

71. Violation: There is a level change on both sides of the entry door greater than $\frac{1}{4}$ " and unbevelled at $\frac{3}{8}$ " measured from the top of the exterior finished floor to the top of the threshold. There is less than $\frac{1}{2}$ " and unbevelled at $\frac{3}{8}$ " measured from the top of the interior finished floor to the top of the threshold.
- 71.1 Action: Provide a compliant level change i.e. a threshold with a 1:2 beveled level change.
72. Violation: Clear maneuvering space is not provided at the exterior entry door, less than 52" perpendicular at 50" for a latch approach to pull.
- 72.1 Action: Remove the exterior door (There is an interior door leading to the restrooms).

Location: Lockers

73. Violation: A 30x48 clear floor space is not provided at the lockers. The bench obstructs the clear floor space. There is only 19 $\frac{1}{4}$ "x48" adjacent to the bench.
- 73.1 Action: Provide compliant clear floor space.

Location: Showers

74. Violation: An accessible shower is not provided.
75. Violation: Compliant grab bars are not provided and compliant seat position is not provided.
- 75.1 Action: Comply with Fig 608.2.3 in ANSI 2003. Relocate the seat so that it is mounted to the short wall perpendicular to the control wall. Change out the 24-inch grab bar mounted on the control wall to an 18-inch bar. Change out the 24-inch grab bar currently

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located on the seat wall to a 48-inch grab bar, centered on the wall. See ANSI 2003, 608.2.3 for guidance. Mount bars as shown in figure.

G. Pool Hallway

Location: Water fountain in the hallway leading to the pool deck located outside of the women's restroom

76. Violation: The fountain protrudes greater than 5" at 7" at 29½" AFF.
76.1 Action: Relocate the water fountain to no more than 27" AFF.

Location: Exterior door leading to the pool deck at the women's locker room

77. Violation: The door closes too fast at 1 second.
77.1 Action: Adjust or replace the closer.

H. Pool

Location: Gate at pool

78. Violation: The gate latch is not accessible from the push side of the gate.
78.1 Action: Provide a latch that is accessible from both sides.

Location: Water fountain on pool deck

79. Violation: The fountain protrudes greater than 5" at 2' at 28¾" AFF.
79.1 Action: Relocate to no more than 27" AFF.

I. Party Room Kitchen

Location: Entry door from the conference room

80. Violation: There is a level change on both sides of the entry door greater than ¼" and unbevelled at ½" measured from the top of the exterior finished floor to the top of the threshold. There is less than ¼" and unbevelled at ⅜" measured from the top of the interior finished floor to the top of the threshold.
80.1 Action: Provide a compliant level change i.e. a threshold with a 1:2 beveled level change.

Location: Work counter in kitchen

81. Violation: There is less than a 30" wide knee space provided at the 34" high counter top at 27".
81.1 Action: Provide compliant knee space.

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IV. Accessible Route

A. Slope Violations

Location: Cross Slopes greater than 2%, Slopes greater than 5.4% for a rise of more than 6" and Slopes greater than 8.33% and slopes greater than 10% at various locations throughout the site. Please see the table below for specifics on each violation.

Building Location	Running Slope greater than 10%	Cross Slope Violation greater than 2%	Running Slope Violation greater than 5.4% for a rise of more than 6"	Running Slope Violation greater than 8.33%	Action
Northwest curb ramp at the passenger drop off point at the main entrance				16.4%	Remove and replace
Corner of Huron St and Dearborn St at the south curb ramp				9.4%	Remove and replace
Corner of Huron St and Dearborn St at the west curb ramp				12.0%	Remove and replace

B. Level Changes

Location: Level changes greater than 1/4" unbevelled and gaps greater than 1/2" unbevelled at various locations throughout the site. Please see the table below for specifics on each violation.

Building Location	Level change greater than 1/4" unbevelled	Level change greater than 1/2" unbevelled	Action
South east corner of Huron St and N. State St where the brick pavers meet the sidewalk	3/8"		Provide a compliant level change

C. Parking Garage Level 2

Location: accessible parking space

82. Violation: Van accessible signage not provided at the parking space near entry/exit gate.

82.1 Action: Provide van accessible signage.

Location: Fire extinguisher

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83. Violation: Fire extinguisher box protrudes greater than 5" at 6" at 33 ¾" AFF.

83.1 Action: Relocate or provide a barrier beneath.

Location: Security Cameras

84. Violation: Security camera protrudes greater than 5" at 10" at 77" AFF.

84.1 Action: Relocate or provide a barrier beneath.

Location: Bike Storage

85. Violation: FOB not accessible on the interior side of the bike storage across from the entry door to elevator banks.

86. Violation: FOB located greater than 48" at 54" AFF.

86.1 Action: Provide access to FOB or an additional FOB – both must be located no higher than 48" AFF.

D. Parking Garage Level 3

Location: Entry door to garage from elevator lobby

87. Violation: Entry door closes too fast at 2 seconds.

87.1 Action: Adjust or replace the closer.

Location: Fire Extinguisher

88. Violation: Fire extinguisher box protrudes greater than 5" at 6" at 37½" AFF.

88.1 Action: Relocate or provide a barrier beneath.

E. Parking Garage Level 4

Location: Fire Extinguisher

89. Violation: Fire extinguisher box protrudes greater than 5" at 5" at 39" AFF.

89.1 Action: Relocate or provide a barrier beneath.

F. Parking Garage Level 5

Location: Air conditioner unit

90. Violation: Air conditioner box near the entry door protrudes greater than 5" at 15½" at 41 ¾" AFF.

90.1 Action: Relocate or provide a barrier beneath.

Location: Fire Extinguisher

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91. Violation: Fire extinguisher box protrudes greater than 5" at 6" at 38½" AFF.

91.1 Action: Relocate or provide a barrier beneath.

G. Trash Rooms

Location: Trash rooms on all residential floors with the exception of floors 13 and 39.

92. Violation: Clear floor space is not provided beyond the swing of the door inside of trash room.

92.1 Action: Provide (a) valet trash service and (b) a designated accessible room on the property containing sufficient clear floor space for depositing of trash.

Location: Trash rooms on floors 13 and 39

93. Violation: Clear floor space is not provided beyond the swing of the door inside of the trash rooms.

94. Violation: Turning space is not provided inside of the trash room.

94.1 Action: Provide (a) valet trash service and (b) a designated accessible room on the property containing sufficient clear floor space for depositing of trash.

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IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the date written above.

EQUAL RIGHTS CENTER,
AMERICAN ASSOCIATION OF PEOPLE WITH
DISABILITIES, and UNITED SPINAL
ASSOCIATION:

By: *Matthew Handley*

Name: Matthew Handley

Title: Attorney for Plaintiffs

District of Columbia)
)

On August 8, 2006, before me, *Sarah Vazquez*, a Notary Public, personally appeared *Matthew Handley*, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature: *Sarah Vazquez*

My Commission expires 12/14/08

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ARCHSTONE-SMITH TRUST and
ARCHSTONE-SMITH OPERATING TRUST:

By: Gary A. Winter
Name: Gary A. Winter
Title: Attorney for Archstone

)
District of Columbia)

On August 8, 2006, before me, Janie A. McCutchen, a Notary Public, personally appeared Gary A. Winter, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature: Janie A. McCutchen

JANIE A. McCUTCHEN
Notary Public, District of Columbia
My Commission Expires March 14, 2011

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CHICAGO TITLE INSURANCE COMPANY

OWNER'S POLICY

Schedule A

Reference No.: NBU 180 200576

Policy No. 1401 007881597

DATE OF POLICY: December 28, 2000

AMOUNT OF POLICY: \$100,295,000.00

1. NAME OF INSURED:

Smith Property Holdings Superior Place, L.L.C.

2. THE ESTATE OR INTEREST IN THE LAND DESCRIBED IN THIS SCHEDULE IS A FEE SIMPLE, UNLESS OTHERWISE NOTED.

3. TITLE TO THE ESTATE OR INTEREST IN THE LAND IS VESTED IN:

Smith Property Holdings Superior Place, L.L.C.

4. THE LAND REFERRED TO IN THIS POLICY IS DESCRIBED AS FOLLOWS:

Lots 1, 2, 3 and 4 in Ernest Hess' Subdivision as per plat of said subdivision recorded as Document 376729 and

Lots 8 to 15, both inclusive, in the subdivision of plat of Block 52 and all of Block 49 in Wolcott's Subdivision as per plat recorded as Document 52658 and

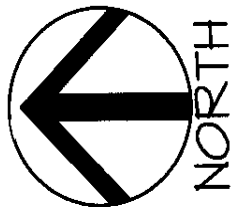
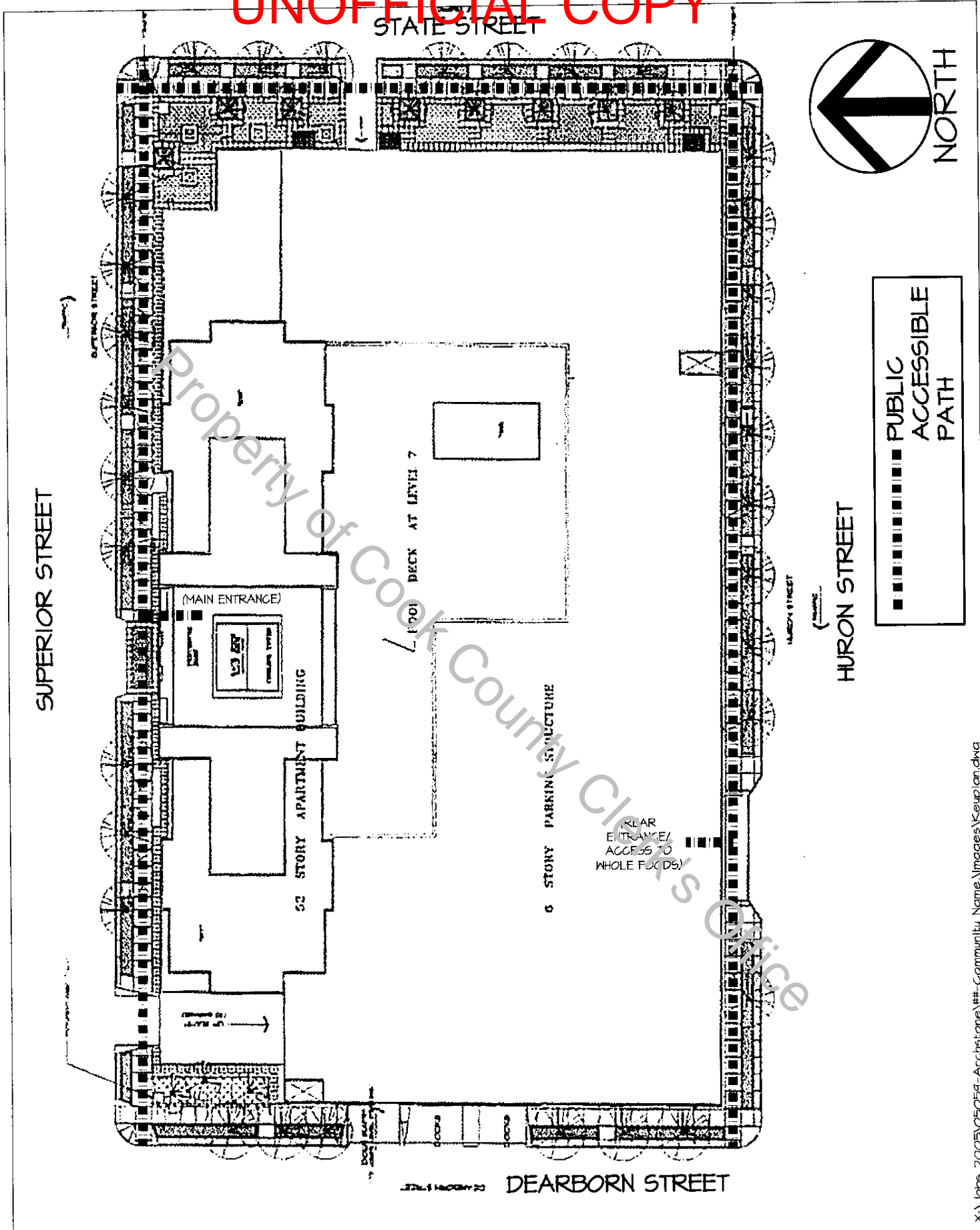
Lots 1, 2, 3 and 4 (except the North 5.0 feet of the West 76.00 feet thereof) and Lots 5 and 6 (except the West 76.00 feet of Lots 5 and 6) and Lot 7, all in the subdivision of part of Block 32 as per plat recorded as Document 26207, also

All of the public alleys, vacated by Ordinance recorded January 12, 1976 as Document 23351728, all in Section 9, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Common address: 1 West Superior, Chicago, Illinois

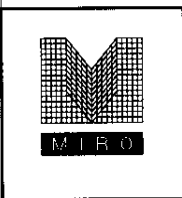
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■■■■■ PUBLIC
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Architect
 S. A. Mira, Inc.
 4562 So. Ulster Street Parkway
 Suite 1501
 Denver, CO 80237
 (303) 741-3131

ARCHSTONE
ONE SUPERIOR PLACE
CHICAGO, ILLINOIS

ACCESSIBLE ROUTE PLAN
 Scale: NO SCALE
 Date: 06-09-06
 Drawn: MGS

SHEET NO.
OS-AR
 JOB # 05054

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EXHIBIT C

Covered Units

- 1 West Superior Street #209
- 1 West Superior Street #211
- 1 West Superior Street #213
- 1 West Superior Street #215
- 1 West Superior Street #217
- 1 West Superior Street #303
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Property of Cook County Clerk's Office

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Property of Cook County Clerk's Office

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Property of Cook County Clerk's Office

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Property of Cook County Clerk's Office