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18 *Plaintiff Class*

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20 *following pages*

21 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
22 **COUNTY OF ALAMEDA – UNLIMITED JURISDICTION**

23 ROBERT SWANSON, DEBORAH
24 FREDERICK, TRACY ASTURIAS,
25 MARIANNE OLGUIN, JOHN ELLEFSEN,
26 BEVERLY MARIS, KATHERINE
27 MATTHEW, PALLADIN LEMKE, MARY
28 WOODS, AND THE CALTRANS
29 TENANTS ORGANIZATION on Behalf of
30 Themselves and All Others Similarly
31 Situated,

32 Plaintiffs,

vs.

THE CALIFORNIA DEPARTMENT OF
TRANSPORTATION; and THE CITY OF
HAYWARD,

Defendants.

Case No. RG 09476468

**JOINT STIPULATION OF CLASS
SETTLEMENT AND CLASS
SETTLEMENT AGREEMENT AND
RELEASE**

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1 Subject to its terms and conditions and the approval of the Court, this Settlement is
2 made and entered into by and between plaintiffs Robert Swanson, Deborah Frederick, Tracy
3 Asturias, Marianne Olguin, John Ellefsen, Beverly Maris, Katherine Matthew, Palladin
4 Lemke, Mary Woods, and the CalTrans Tenants Organization, (“Plaintiffs”), individually and
5 on behalf of the putative class, and defendants California Department of Transportation
6 (“Department”) and the City of Hayward (“City”), collectively “Defendants.” Plaintiffs, the
7 Department, and the City are collectively referred to in this Settlement as the “Parties.”
8

9 **I. DEFINITIONS**

10 In addition to terms defined elsewhere in the Settlement, the following terms, as used
11 in this Settlement, have the meanings indicated below:

12 A. “Action” means the subject civil action herein, titled Robert Swanson, Deborah
13 Frederick, Tracy Asturias, Marianne Olguin, John Ellefsen, Beverly Maris, Katherine
14 Matthew, Palladin Lemke, Mary Woods, and the CalTrans Tenants Organization et al. v.
15 California Department of Transportation and the City of Hayward., Civil No. RG 09476468
16 (Alameda County Super. Ct.).

17 B. “Affordable Housing Cost” means the percentage of gross income a household
18 spends on housing costs for a given income level as defined in California Health and Safety
19 Code §50052.5. Ownership housing costs include the monthly mortgage principal and
20 interest, property taxes, homeowner’s insurance, a reasonable allowance for utilities, and
21 homeowner/condominium association fees (where applicable).

22 C. “Appraiser” means the appraiser(s) hired to appraise Eligible Corridor SFRs
23 for purposes of the Opportunity to Purchase Home Program (“OPHP”) as set forth in Section
24 III.G of this Settlement Agreement. The Appraiser shall, at a minimum: (1) be designated an
25 SRA by the Appraisal Institute; (2) be licensed by the State of California; (3) possess a
26 Certified Residential License issued by the State of California, Office of Real Estate
27 Appraisers; (4) be in good standing; and (5) have knowledge of the Hayward/Alameda
28 County single family residential housing market.

29 D. “Class” means all persons residing in Corridor Units on the date the
30 Preliminary Approval Order is entered into by the Court, and who do not timely submit a
31 valid request not to participate in the Settlement.

1 E. "Class Counsel" means The Public Interest Law Project and Altshuler Berzon
2 LLP.

3 F. "Class Member" is a member of the Class.

4 G. "Class Notice" means the notice of (1) Proposed Class Settlement and (2) Final
5 Settlement Approval Hearing to be sent to all potential Class Members immediately following
6 the Preliminary Approval Order. The Class Notice will inform potential Class Members of
7 the methods and deadlines for objecting to the Settlement and electing not to participate in the
8 Settlement.

9 H. "Corridor" means the right of way acquired by the Department for the purpose
10 of constructing a freeway or expressway bypass to traversable State Route 238 in the City of
11 Hayward and the Unincorporated Area of Alameda County. The Corridor properties (and as
12 included in the Route 238 Bypass Land Use Study Area) stretch in a generally north-south
13 direction from the I-238/I-580 interchange in the northern portion of Hayward to Industrial
14 Parkway in the southern portion of Hayward. The Corridor parcels are located primarily east
15 of Foothill Boulevard and Mission Boulevard, with some parcels located west of Mission
16 Boulevard, just south of Tennyson Road. The Corridor includes some properties, which are
17 not identifiable by an Alameda County Assessor's Parcel Number (APN), as they are
18 designated State of California highway right-of-way. In addition to these right-of-way parcels,
19 there are a total of 210 APN parcels that are contained in the Corridor and clearly identified in
20 attached Exhibit A, which is a set of eight (8) maps and a list of parcel numbers and addresses
21 corresponding to the numbers on the map.

22 I. "Corridor Property" means Department-owned real property physically
23 located within the Corridor, including Corridor Units. The Corridor Property is located within
24 the City of Hayward and the Unincorporated Area of Alameda County.

25 J. "Corridor SFR" means any single family residence and the land there under
26 located in the Corridor and owned by the Department. A list of Corridor SFRs and their
27 addresses is attached as Exhibit B.

28 K. "Corridor Tenant" means a tenant household occupying a Corridor Unit
29 pursuant to a valid written rental agreement with the Department.

30 L. "Corridor Unit" means Department-owned residential rental premises located
31 on the Corridor Property and includes both Corridor SFRs and multi-family residential units.

- 1 M. "Court" means the Alameda County Superior Court.
- 2 N. "CTC" means the California Transportation Commission.
- 3 O. "Eligible Alternative SFR" means an SFR that is identified by the City and the
4 Department as available for sale pursuant to Section III.G, and that may be purchased under
5 the OPHP. Eligible Alternative SFRs shall be located in the City, but outside of the Corridor.
- 6 P. "Eligible Corridor SFR" means a Corridor SFR that may be purchased under
7 the OPHP.
- 8 Q. "Eligible SFR" means either an Eligible Alternative SFR or an Eligible
9 Corridor SFR.
- 10 R. "Eligible SFR Tenant Household" means an Eligible Tenant Household
11 residing in a Corridor SFR, comprised of a tenant or group of tenants in Good Standing, who
12 have continuously resided in a Corridor SFR, as their primary place of residence, pursuant to
13 a valid, written rental agreement with the Department for a minimum of two (2) consecutive
14 years preceding the date of the Preliminary Approval Order and who are Class Members.
- 15 S. "Eligible Tenant Household" means each household comprised of a tenant or
16 group of tenants in Good Standing, who are and have been residing in the Corridor as their
17 primary place of residence, pursuant to a valid written rental agreement with the Department
18 as of the date of the Preliminary Approval Order and who are Class Members. For purposes
19 of this Agreement, there can only be one Eligible Tenant Household per Eligible Corridor
20 Unit, either SFR or multi-family unit, eligible for benefits or payments under this Agreement.
- 21 T. "Excess Properties" means Corridor Properties declared to be excess by the
22 Department and thereafter made available for sale.
- 23 U. "Fair Market Value" or "FMV," as defined in California Code of Civil
24 Procedure §1263.320, means the "highest price on the date of valuation that would be agreed
25 to by a seller, being willing to sell but under no particular or urgent necessity for so doing, nor
26 obliged to sell, and a buyer, being ready, willing, and able to buy but under no particular
27 necessity for so doing, each dealing with the other with full knowledge of all the uses and
28 purposes for which the property is reasonably adaptable and available."
- 29 V. "Final Approval Order" means the Court's order granting final approval of the
30 Settlement, which will constitute a "judgment" within the meaning of the California Code of
31 Civil Procedure.

1 W. “HCD” means the California State Department of Housing and Community
2 Development or any subsequent State entity with responsibility for publishing income
3 guidelines for housing programs in California.

4 X. “Home Inspector” means a Certified Home Inspector who is a member in good
5 standing of either the American Society of Construction Inspectors or the National
6 Association of Certified Home Inspectors, and who is experienced in and familiar with the
7 Hayward area single family residential market.

8 Y. “Land Use Study” means the *238 Bypass Land Use Study* of the 238 Corridor
9 properties conducted by the City and funded by a Community-Based Planning Grant from the
10 Department, which analyzes various land use scenarios and transportation linkages for the
11 Corridor properties; the results of which were adopted by the Hayward City Council on June
12 30, 2009.

13 Z. “*La Raza Unida*” means *La Raza Unida of Southern Alameda County, et al v.*
14 *Samuel K. Skinner etc. et al*, Civ. No. C-71-1166 TEH (N.D. Cal.).

15 AA. “Low Income Household” means a household with an Adjusted Income that
16 does not exceed the qualifying limits for lower income households as established and
17 amended from time to time pursuant to Section 8 of the United States Housing Act of 1937,
18 for Alameda County, as published by HCD.

19 BB. “Lump Sum Stipend” means the payment to an Eligible Tenant Household,
20 pursuant to Section III.D.

21 CC. “Median Income” means the median gross yearly income for households in
22 Alameda County, adjusted for Actual Household Size, as published by HCD.

23 DD. “Moderate Income” means a household with an Adjusted Income that does not
24 exceed One Hundred Twenty Percent (120%) of Median Income, for Alameda County, as
25 published by HCD.

26 EE. “Opportunity to Purchase Home Program” or “OPHP” means the program
27 described in Section III.G of this Agreement, pursuant to which Eligible SFR Tenant
28 Households will be provided assistance to purchase an Eligible SFR.

29 FF. “Preliminary Approval Order” means the Court’s order granting preliminary
30 approval of the Settlement.

31

1 GG. "Program Administrator," means a qualified individual or entity hired by or
2 contracted with the City, who meets the qualifications and experience agreed upon by the
3 City, the Department, and Class Counsel.

4 HH. "Qualified," for purposes of the OPHP, means that the Eligible Corridor SFR
5 Tenant meets the income, financial, and other requirements of the housing programs and other
6 funding sources to which the OPHP has access.

7 II. "Settlement", "Settlement Agreement", "Stipulation", "Joint Stipulation", or
8 "Agreement" means this Settlement Agreement presented to the Court for preliminary
9 approval.

10 JJ. "Single-Family Residence" or "SFR" means a detached real property
11 improvement used or intended to be used as a single-family residence

12 KK. "Tenant in good standing" or "Good Standing" means a tenant holding a valid
13 written rental agreement with the Department for a Corridor Unit, current in all rental
14 payments to the Department.

15
16 **II. RECITALS**

17 A. The present litigation concerns the intended sale of Corridor Properties. The
18 Department acquired the Corridor Properties in anticipation of a proposed freeway or
19 expressway project to bypass traversable State Route 238 to be constructed in the Corridor.
20 The freeway or expressway project will not now be constructed and some or all of the
21 Corridor Properties will be declared to be excess. Some or all of the Corridor Units have been
22 rented to tenants.

23 B. The Department, in coordination with other local entities, plans to sell the
24 Excess Property, the proceeds of which will be used to fund certain local highway
25 improvement projects pursuant to Government Code §§14528.5, *et seq.*

26 C. In 2007, Counsel for Plaintiffs asserted certain Corridor Tenant legal
27 entitlements to relocation assistance and replacement housing pursuant to California
28 Government Code §§14528.5, *et seq.*, and rights as to the option to purchase Corridor SFRs at
29 an affordable price, and other entitlements pursuant to California Government Code §§54235,
30 *et seq.*

31

1 D. Defendants dispute the existence, nature, scope, and extent of any such legal
2 rights and entitlements.

3 E. In an effort to resolve the differences between the Parties, the Department, the
4 City, and Class Counsel have conducted extensive, arms'-length, good-faith negotiations and
5 have exchanged substantial information regarding such topics as (1) the composition of the
6 Corridor Tenants, (2) the 238 Corridor Land Use Study and its likely effect on the future of
7 the Corridor Property, (3) current and planned Affordable Housing in the City that could
8 potentially serve as replacement housing for Corridor Tenants, and (4) Department policies
9 and procedures regarding rental and sale of the Excess Properties. Associated Right of Way
10 Services, Inc. conducted a detailed survey of the then Corridor Tenants in order to determine
11 relevant characteristics regarding the composition of the potential Class Members, including
12 the number of tenants in each Corridor Unit, the income level of Corridor Tenants, factors
13 relating to relocation assistance (such as where tenants might relocate to, if necessary), and
14 other matters relevant to resolving Plaintiffs' claims. The City, the Department, and Class
15 Counsel have had discussions with housing experts, who have met and exchanged information
16 regarding terms and procedures for certain Corridor SFR Tenant Households to purchase
17 Eligible SFRs.

18 F. After months of good-faith negotiations, the Parties reached a tentative
19 settlement in September 2009, the intent and effect of which is to resolve any and all disputes
20 and claims that now or may in the future exist between them regarding alleged Corridor
21 Tenants' rights, entitlements, benefits, assistance, and environmental impacts that may arise
22 as a result of the Department's sale of the Corridor Properties.

23 G. On September 28, 2009, Plaintiffs commenced the Action on behalf of
24 themselves and all other individuals similarly situated with respect to the claims they assert.

25 H. On September 28, 2009, Class Counsel, the City, and the Department held a
26 meeting with the then Corridor Tenants to discuss the terms of the tentative settlement and to
27 solicit input from affected individuals. The Department, the City, and Class Counsel
28 considered the tenants' comments in finalizing the Settlement.

29 I. Class Counsel have conducted a thorough investigation into the facts of the
30 Action. Based on the above-described exchange of information and their own independent
31 investigation and evaluation, Class Counsel are of the opinion that the Settlement is fair,

1 reasonable, and adequate and is in the best interest of the Class in light of all known facts and
2 circumstances, including the risk of significant delay and defenses asserted by Defendants.

3 J. It is the mutual desire of the Parties to fully, finally, and forever settle,
4 compromise, and discharge all disputes and claims raised in or related to the Action. In order
5 to achieve a full and complete release of the Defendants, the Class, including Plaintiffs and
6 each Class Member, and the Caltrans Tenants Organization acknowledges that this Settlement
7 is intended to include and resolve all Corridor Tenant Household claims that were brought or
8 could have been brought in the Complaint concerning the sale of Corridor Properties.

9 K. This Settlement represents a compromise of highly disputed claims and is
10 entered into by the Department and the City as a basis to resolve long-standing issues within
11 the Corridor and the City of Hayward, and to free up the Corridor Properties for final
12 disposition. Nothing in this Settlement is intended or will be construed as an admission by
13 Defendants that Plaintiffs' claims in the Action have merit or that they have any liability to
14 Plaintiffs or the Class on those claims, or as an admission by Plaintiffs that Defendants'
15 defenses in the Action have merit.

16
17 **III. SUBSTANTIVE SETTLEMENT TERMS**

18 **A. Tenant Survey**

19 1. As soon as practicable following the date of the Final Approval Order,
20 the City, with support from the Department and Class Counsel, will hire a consultant to
21 conduct a survey of each Corridor Tenant to determine such tenant households' total income
22 and to obtain such information necessary to establish the amount of Lump Sum Stipend
23 payable to each Eligible Tenant Household. Such survey will include methods to verify
24 information provided by each Corridor Tenant and to assess preliminary interest and
25 eligibility to participate in the Opportunity to Purchase Home Program. Such survey shall also
26 establish time periods in which each Corridor Tenant must respond to requests for information
27 from persons or entities performing the Survey. Corridor Tenants must participate in the
28 survey and submit in a timely manner all documentation required by the survey in order to be
29 eligible to receive the Lump Sum Stipend and to participate in the OPHP. The Department
30 must provide Corridor Tenants with (a) adequate notice of the survey; (b) reasonable

31

1 timelines for the completion and/or submittal of documents required by the survey; and (c)
2 adequate opportunities to submit completed documentation to the appropriate entities.

3
4 **B. Communication with Corridor Tenants**

5 1. As soon as practicable following the date of the Final Approval Order
6 and signature by the Governor on the related legislation, the City, the Department, and Class
7 Counsel will conduct community meetings, with notice to all Corridor Tenants, to provide
8 Corridor Tenants with information and to answer questions related to the terms and conditions
9 of this Settlement Agreement and the contents of the related legislation.

10 2. The City, the Department, and Class Counsel will use translation
11 services or other services as necessary to ensure that non-English speaking and hearing-
12 impaired Corridor Tenants are able to participate at some or all of these meetings.

13 3. Official representatives for the City, the Department, and Class Counsel
14 will be identified at the meetings to accept and respond to Corridor Tenant inquiries related to
15 the terms and conditions of this Settlement Agreement and the contents of the related
16 legislation.

17
18 **C. Maximum City Cash Contribution to Programs under This Agreement**

19 1. The City agrees to contribute a maximum of \$6,000,000, including
20 simple interest, to fund the Lump Sum Stipend and Opportunity to Purchase Home programs,

21 2. In the event that the program expenditures defined herein for the City
22 do not reach the \$6,000,000 cap, the City agrees to put the remainder (up to the \$6,000,000
23 cap) into the City's First Time Homebuyers Program or similar program designed to increase
24 affordable homeownership in the City.

25
26 **D. Lump Sum Stipends**

27 1. Subject to the terms and conditions set forth in this Agreement, the City
28 shall pay to each Eligible Tenant Household a Lump Sum Stipend. The Lump Sum Stipend
29 shall be calculated in accordance with the procedures set forth in Exhibit C. As indicated in
30 Exhibit C, the Lump Sum Stipend is comprised of a moving stipend and a rent differential
31 stipend. The City shall pay the Lump Sum Stipend to Eligible Tenant Households residing in

1 the Corridor but outside of the City and in the Unincorporated County in consideration for
2 services that have and will be provided to the City by the County.

3 2. There shall be only one Lump Sum Stipend per Corridor Unit. Each
4 Lump Sum Stipend shall be paid in a single payment to the Eligible Tenant Household
5 occupying the Corridor Unit, payable collectively to the signatories to the Department's
6 written rental agreement, unless all the signatories to the rental agreement in a given Eligible
7 Tenant Household agree and request separate checks, dividing the payment among the
8 household members, and provide joint written instructions to the City authorizing separate
9 checks. In the event City is provided with said joint written instructions, the City shall divide
10 the payment of the Lump Sum Stipend pursuant to said written instructions.

11 3. Eligible Tenant Households above the Moderate Income levels as
12 defined in the Lump Sum Stipend calculations shall receive a Lump Sum Stipend equal to
13 one-half (50%) of that of a similar Moderate-Income Tenant Household.

14 4. Eligible Tenant Households receiving the Lump Sum Stipend shall not
15 be required to vacate the Corridor Units in which they reside, unless and until the Department,
16 the City, or a subsequent owner of such Corridor Unit requires them to vacate such Corridor
17 Unit. If after the payment of the Lump Sum Stipend, an Eligible Tenant Household vacates
18 the Corridor Unit in which they reside, the Department, the City, and the County shall have no
19 further obligations to the Corridor Tenant or their members for relocation, moving, or other
20 similar actions defined anywhere in this Agreement.

21 5. The City shall have no obligation to provide the Lump Sum Stipend to
22 any Eligible Tenant Household unless and until such Eligible Tenant Household provides a
23 signed acknowledgement and receipt to the City or its authorized representative in the form
24 attached hereto as Exhibit D.

25 6. Eligible Tenant Households, who are eligible for and wish to take
26 advantage of the OPHP, described below, will not directly receive payment of the Lump Sum
27 Stipend, and must apply their entire Lump Sum Stipend toward the purchase price or
28 renovation of the residence at issue, as further described in Section III.G.1.d.

29 7. Subject to the provisions above, the Lump Sum Stipends to all Eligible
30 Households shall be paid in a lump sum as soon as is practicable following satisfaction of the
31 conditions for duty to perform contained in Section VII or as the Parties shall otherwise agree

1 in writing. An Eligible Tenant Household may request in writing and the City may agree to
2 pay the Lump Sum Stipend in installments pursuant to a schedule agreed to by the City and
3 the Eligible Tenant Household.

4 8. The Department shall provide advisory assistance to any Corridor
5 Tenant wanting to move to another location, and who requests such assistance. Advisory
6 assistance will include identification of comparable units. Corridor Tenants will be notified by
7 the Program Administrator prior to payment of Lump Sum Stipends that such assistance is
8 available.

9
10 **E. Low-Income Housing**

11 1. The Parties anticipate that the number of total new units projected to be
12 constructed in the Corridor inside and outside the City of Hayward range from 850 to 4,450,
13 with 1,800 to 2,000 being most likely. The Parties contemplate that the construction period for
14 development of housing within the Corridor will be 2010 through 2024.

15 2. The City agrees to develop or cause or permit the development of two
16 hundred thirty seven (237) affordable housing units within the Corridor. Such affordable units
17 will be available and affordable to Low Income Households. Such units may be located in one
18 or more dedicated, distinct complexes or integrated into part of any mixed income or mixed
19 use project. The City may develop or cause the development of such affordable housing units
20 via the implementation of its Inclusionary Housing Ordinance ("IHO"), and/or by financing
21 housing developments with housing funds as may be available to the City.

22 3. The agreed upon 237 low-income units described in Section III.E.2
23 above will be reduced by the following:

24 a. The number of units available and Affordable to Low Income
25 Households located in any of the following developments, constructed in response to
26 the Consent Decree in *La Raza Unida*, provided that such units were subject to an
27 affordability restriction in effect on December 31, 2008; and provided further that such
28 restriction is extended at least 15 years beyond its current expiration date in effect on
29 December 31, 2008:

- 30 i.) Clarendon Hills (Montierra Condos) - 700 Alquire Parkway
31 ii.) Cypress Glen - 25100 Cypress Avenue

- 1 iii.) Foothill Gardens (Barrington Hills) - 655 Tennyson Road
- 2 iv.) Huntwood Terrace - 29200 Huntwood Avenue
- 3 v.) Landmark Villa -21000 Mission Boulevard
- 4 vi.) Mayten Maynor - 24000 Second Street
- 5 vii.) Timbers - 2500 Santa Clara Street
- 6 viii.) Waterford - 25800 Industrial Boulevard

7 b. The number of SFRs purchased by Low Income Eligible Corridor
8 Tenant Households as part of the OPHP.

9 c. 10% of the total number of units available and Affordable to Low
10 Income Households from a project built in the Corridor outside of the City limits by
11 the County between 2009 and 2024 at or near APN # 415-0210-050-01 located near
12 the intersection of North Third Street and Crescent Street in Unincorporated Alameda
13 County; or the number of such units actually occupied by Corridor Residents residing
14 in the Corridor prior to December 1, 2009, whichever is greater.

15 d. The City shall make full good faith efforts in securing an agreement
16 that provides priority for Corridor Tenants who meet applicable income and eligibility
17 requirements to occupy the Low Income Housing units to be provided in the South
18 Hayward BART TOD project. Conditional on obtaining said agreement providing
19 priority for those Corridor Tenants as described above, (i) 20% of the South Hayward
20 BART TOD low income units or the number of said units occupied by Corridor
21 Tenants, whichever is greater, shall count as low-income housing units in fulfilling the
22 low-income housing requirement set forth in Section III.E.2 of this Settlement
23 Agreement; and, (ii) the City shall undertake reasonable efforts to ensure that Corridor
24 tenants are notified about the availability of such low-income units and to assist them
25 in securing such units in a timely manner.

26 4. Units will be required and constructed as projects are approved and
27 constructed, with the goal that 237 "low income" Units will have been constructed by 2023,
28 although the City will make every reasonable effort to reach the 237-Unit goal as quickly as
29 possible. In any event, once the total number of housing units developed on the Corridor
30 Property that is located within the City reaches 1,000 units, at least 114 units available and
31 affordable to Low-Income Households will be developed. Once the total number of housing

1 units developed on the Corridor Property that is located within the City reaches 2,000 units, at
2 least 237 low-income Units will be developed.

3 5. After the goal of 237 low-income units is reached, the City agrees
4 either to continue the application of the current IHO requirements to the Corridor through
5 2023, or to otherwise ensure development of a similar proportionate number of low-income
6 units in the Corridor as if the IHO were being applied.

7
8 **F. Notification to Corridor Tenants of Property Sale**

9 1. The Department shall notify the City and all Corridor Tenants in
10 writing no more than 180 days or less than 60 days prior to the intended date of sale of the
11 unit or units they occupy, regardless of the sale process to be utilized.

12 2. The Department shall notify the City and all Eligible SFR Tenant
13 Households in writing no less than 60 days of the intended date of sale by auction of the
14 Corridor SFR they occupy.

15
16 **G. Opportunity to Purchase Home Program ("OPHP")**

17 The City and the Department shall implement an Opportunity to Purchase Home
18 Program for Eligible SFR Tenant Households in the manner set forth below.

19
20 **1. OPHP Benefits for Eligible SFR Tenant Households**

21 a. The City shall provide each Eligible SFR Tenant Household
22 that resides in the City with the opportunity to participate in the OPHP. The same
23 opportunity will be provided by Alameda County to Eligible SFR Tenant Households,
24 which reside in Unincorporated Alameda County per a separate agreement between
25 the City and the County. The City represents that such an Agreement exists with the
26 County, and that a signed and duly executed copy will be given to all parties prior to
27 the filing of the motion for final approval of the Settlement Agreement.

28 b. Any Eligible SFR Tenant Household that initially desires to
29 participate in the OPHP shall declare its intent to participate by providing written
30 notice in the form agreed upon by the Parties to the City prior to accepting payment of
31 any part of the Lump Sum Stipend.

1 c. If an Eligible SFR Tenant Household who initially did not
2 participate in the OPHP and received their Lump Sum Stipend chooses to participate
3 in the OPHP at any other time within the two-year program, they must complete the
4 same form defined in III.G.1.b above, and deposit with the City the full amount of
5 their Lump Sum Stipend payment plus 2% interest from the time of payment until the
6 deposit is made.

7 d. All Qualified Eligible SFR Tenant Households participating in
8 the OPHP must apply 100% of their Lump Sum Stipend to the purchase of an Eligible
9 SFR as part of the down payment. Application of the Lump Sum Stipend toward the
10 rehabilitation of the property in order to meet requirements for conventional or FHA
11 financing is also allowed provided that:

- 12 i) The Eligible SFR Tenant Household has entered into a binding
13 purchase contract for the Eligible SFR, which permits the
14 rehabilitation to be performed; and
15 ii) The Eligible SFR Tenant Household has obtained a pre-
16 approval letter from a lender for a first mortgage, which is a
17 sufficient amount (when considered with other mortgage
18 assistance made available to the Eligible SFR tenant Household
19 by the OPHP or another program) to pay for the purchase of the
20 Eligible SFR; and
21 iii) The Eligible SFR Tenant Household continues to meet the
22 down payment obligation for the purchase of the Eligible SFR.

23 e. The Lump Sum Payment for which the Eligible SFR Tenant
24 Household is qualified will be placed in an interest-bearing OPHP Trust Account held
25 by the City, and paid out as part of the purchase package as described below. If the
26 Eligible SFR Tenant Household decides at any point prior to the close of escrow not to
27 participate in the OPHP that Eligible SFR Tenant Household's Lump Sum Payment
28 shall be paid to the household consistent with terms of this Agreement, with accrued
29 interest equal to the rate earned by the City's Pooled Cash Investments for the same
30 period, and as otherwise provided for in Section III.D above, and less the following:
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- i) Any Lump Sum Stipend funds that have been paid or that are owed for rehabilitation or other OPHP-related costs.
- ii) Any Lump Sum Stipend funds used for a deposit that may have been paid to the owner of the Eligible Alternative SFR, with the Eligible SFR Tenant Household's consent, in connection with the purchase contract for the Eligible Alternative SFR; and
- iii) Any Lump Sum Stipend funds that were otherwise dispersed or otherwise owed to a third party on behalf of the respective Eligible SFR Tenant Household and with that household's consent in connection with the purchase contract for the Eligible Alternative SFR.

f. The maximum amount of mortgage assistance that any Eligible SFR Tenant Household may receive under the OPHP, including the Lump Sum Stipend, shall not exceed 30% of the purchase price of the Eligible SFR or Seventy-Five Thousand Dollars (\$75,000), whichever is less.

g. In the event a particular Qualified Eligible SFR Tenant did not have any previous opportunity to purchase an Eligible SFR, and there are insufficient funds available to enable the Qualified Eligible SFR Tenant Household to purchase an Eligible SFR under the OPHP consistent with the terms of this Settlement Agreement, the Corridor SFR in which that Eligible SFR Tenant Household resides may not be sold so long as the Eligible SFR Tenant Household seeks to purchase an Eligible SFR and remains Qualified to purchase under the OPHP; and as long as the City has not expended the maximum amount of Six Million Dollars (\$6,000,000). *See* Section III.C., *supra*.

h. Under the OPHP, only one Eligible SFR or one Eligible Alternative SFR may be purchased per Eligible SFR Tenant Household, regardless of the number of individuals or families occupying that household's Corridor SFR; and the Eligible SFR purchased will be at least comparable in size to the Corridor SFR occupied by the Eligible SFR Tenant Household participating in the OPHP, unless the Eligible SFR Tenant Household chooses a smaller home, or unless the Eligible SFR

1 Tenant Household does not qualify for that size home per the guidelines and
2 restrictions of the available funding source(s).

3 i. Eligible SFR Tenant Households shall be entitled to at least one
4 additional opportunity to purchase an Eligible SFR or an Alternative Eligible SFR
5 through the OPHP if the first opportunity does not result in a purchase. Provided that
6 the City has not expended the maximum \$6,000,000 as described herein, the City shall
7 provide a reasonable number of additional opportunities to purchase for Eligible SFR
8 Tenant Households which, through no fault of their own, did not successfully
9 complete a purchase in prior OPHP opportunities. For other Eligible SFR Tenant
10 Households, the City may, in its discretion, provide further opportunities to purchase.

11 j. All persons from an Eligible SFR Tenant Household who will
12 hold title to an Eligible SFR or an Eligible Alternative SFR upon purchase shall
13 complete a required, City-approved home purchase/home ownership counseling
14 program before completion of the purchase process and assuming title.

15 k. The City shall apply for and make all reasonable efforts to
16 secure any and all State and Federal home purchase program money of which the City
17 is aware and eligible in order to fund the OPHP within the Corridor. Upon CTC
18 approval or authorization by statute, the Department will support the OPHP by making
19 all Eligible Corridor SFRs available for purchase on a first-right-of-refusal basis to
20 each Eligible SFR Tenant Household and at FMV pursuant to the process defined
21 herein.

22 l. The OPHP will be funded by the City's First Time Home Buyer
23 Funds, State and Federal affordable housing funds, and other housing funds as may
24 flow to the City and County either by application and/or allocation. The program
25 funding sources identified thus far that are to be applied for and, if received,
26 appropriately incorporated into the OPHP are:

- 27 i) City's First Time Home Buyer Funds (FTHB) up to a maximum
28 of Forty Thousand Dollars (\$40,000) per Eligible SFR Tenant
29 Household
30 ii) Workforce Initiative Subsidy for Homeowners (WISH) funds
31 obtained from the San Francisco Federal Home Loan Bank

- 1 iii) Building Equity and Growth in Neighborhoods (BEGIN) funds
2 (if and when available) obtained from HCD
3 iv) CalHome Funds (if and when available) obtained from HCD
4 v) High Cost Area Home Purchase Assistance Program (HiCAP)
5 and California Homebuyers' Downpayment Assistance Program
6 (CHDAP) funds (if and when available) obtained from the
7 California Housing Finance Agency (CalHFA)
8 vi) Mortgage Credit Certificates (MCC) (where applicable and as
9 available) obtained by Alameda County through the standard
10 Federal and State allocation processes
11 vii) Applicable Community Development Block Grant (CDBG),
12 Community Development Block Grant – Recovery (CDBG-R),
13 or other American Recovery and Reinvestment Act (ARRA)
14 funds obtained from the administering State and Federal
15 agencies and that may be available to the City or/County.

16 The City agrees that, with respect to the funding sources identified above or
17 other funding sources that may be used to support the OPHP, preference will be given,
18 whenever possible, to devoting those funds to the OPHP generally (such as by
19 purchasing foreclosed home to be designated Eligible Alternative SFRs) or to assisting
20 qualified Eligible SFR Tenant Households in purchasing through the OPHP. The
21 Parties also understand and agree that the funding sources listed in i through vii above
22 will only be available to Eligible SFR Tenant Households who meet the program
23 regulations, guidelines, or other criteria of such funding source.

24 m. The guidelines used to operate this program will in general be
25 consistent with the City's First Time Homebuyers Program (FTHB) and as may need
26 to be modified to comply with the program requirements of each unique funding
27 source. The City's FTHB Program guidelines are attached as Exhibit E.

28 n. In connection with the OPHP, and pursuant to approval by the
29 CTC or as authorized by statute, the City and the Department will provide each
30 Eligible SFR Tenant Household residing in an Eligible Corridor SFR with the
31 opportunity to purchase the Eligible Corridor SFR in which that household resides for

1 FMV according to the manner described herein. In the event the Eligible SFR Tenant
2 Household residing in an Eligible Corridor SFR does not exercise its opportunity,
3 upon approval by the CTC or as authorized by statute, the Department will offer the
4 Eligible Corridor SFR for sale at FMV to the other Eligible SFR Tenant Households in
5 accordance with (i) the manner and process described herein for the purchase of
6 Eligible Corridor SFRs, and (ii) the prioritization set forth in Section III.G.1.o.

7 o. In the event of competition for the same property, limited
8 funding, or similar programmatic or housing inventory constraints, the Program
9 Administrator shall apply the following priority order when assisting Eligible SFR
10 Tenant Households to purchase Eligible SFRs:

- 11 i) Any current occupant who was an original owner within the
12 Corridor, and from whom the Department originally bought the
13 property;
- 14 ii) Low-Income Households, who have occupied a Department-
15 owned Corridor SFR for 20 years or more prior to the date of
16 the Preliminary Approval Order;
- 17 iii) Moderate-Income Households, who have occupied a
18 Department-owned Corridor SFR for 20 years or more prior to
19 the date of the Preliminary Approval Order;
- 20 iv) Above Moderate-Income Households, who have occupied a
21 Department-owned Corridor SFR for 20 years or more prior to
22 the date of the Preliminary Approval Order;
- 23 v) Low-Income Households, who have occupied a Department-
24 owned Corridor SFR for 15 years or more prior to the date of
25 the Preliminary Approval Order;
- 26 vi) Moderate-Income Households, who have occupied a
27 Department-owned Corridor SFR for 15 years or more prior to
28 the date of the Preliminary Approval Order;
- 29 vii) Above Moderate-Income Households, who have occupied a
30 Department-owned Corridor SFR for 15 years or more prior to
31 the date of the Preliminary Approval Order;

1 combined expenditures toward the Lump Sum Stipends and the OPHP shall not
2 exceed Six Million Dollars (\$6,000,000), plus accrued interest, with interest accruing
3 at the City's Pooled Cash Investment Rate for the same period. The \$6,000,000 cap or
4 maximum amount referred to herein means the \$6,000,000 plus the amount of simple
5 interest accrued. If the City's expenditures reach the \$6,000,000 maximum, and if
6 program funding remains available to the City similar to what is defined in Section
7 III.G.1.1, the City will continue to administer the OPHP for the duration of the two-
8 year period defined herein in Section III.G.7.c, or for less time if otherwise agreed to
9 in writing by the Department, City, and Class Counsel; and the City will continue to
10 seek and secure where possible program funding sources such as those identified in
11 Section III.G.1.1.

12
13 **2. Notification of Eligible Corridor SFRs**

14 a. The City and the Department will provide to Class Counsel a
15 final list identifying all Eligible and Ineligible Corridor SFRs as soon as practicable,
16 but no later than the date of the Final Approval Order, and excluding those Corridor
17 SFR's on the Unclassified List provided to Corridor Tenants on September 28, 2009.
18 Unless otherwise agreed to by the Parties in writing, the number of Eligible Corridor
19 SFR's inclusive of both Unincorporated Alameda County and the City of Hayward
20 will not be less than 100.

21 b. No later than the date of the Final Approval Order, the
22 Department shall notify in writing any Corridor Tenant residing in an ineligible
23 Corridor SFR that the Corridor SFR is deemed ineligible for purchase under the
24 OPHP. That notice shall set forth the basis for the Department's determination of the
25 Corridor SFR's ineligibility. Nothing contained in this Agreement shall limit the
26 Department's authority to sell Corridor SFRs that are not deemed Eligible Corridor
27 SFRs for purposes of the OPHP.

28 c. Within one (1) year following issuance of the Preliminary
29 Approval Order, the City and the Department shall undertake and complete a process
30 for determining the eligibility of those Unclassified Corridor SFRs on the above
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1 referenced (Section III.G.2.a) September 28, 2009 list provided to Corridor tenants,
2 and for finalizing the list of Eligible Corridor SFRs. This process shall involve public
3 review and discussion prior to any final decision by the City Council, and shall define
4 for public participants the criteria used to classify each Unclassified Corridor SFR
5 and/or to change the status of any currently Eligible Corridor SFR. The Department's
6 determination shall be based primarily on maximizing value to the LATIP through the
7 disposition of Excess Properties.

8
9 **3. Alternatives to Eligible Corridor SFRs**

10 a. The City shall provide those Qualified Eligible SFR Tenant
11 Households not residing in an Eligible Corridor SFR an opportunity to purchase either
12 (1) another Eligible Corridor SFR not purchased by the Eligible Corridor Tenant
13 Household residing therein; or (2) an Eligible Alternative SFR in the City of Hayward
14 or in the Unincorporated Area of Alameda County immediately adjacent to the City of
15 Hayward. Although there is no guarantee, every effort will be made to provide the
16 Qualified Eligible SFR Tenant Household, with a purchase opportunity consistent
17 with their desired location. The City will begin immediately upon the execution of this
18 Agreement to identify Eligible Alternate Properties for this program.

19 b. Eligible SFR Tenant Households residing in Corridor SFRs that
20 have been deemed ineligible for purchase shall retain their opportunity to purchase the
21 Corridor SFR in which they reside consistent with the terms and duration of the
22 OPHP, should the Department subsequently decide that the previously ineligible SFR
23 is now Eligible. If such a determination is made by the Department after the end of the
24 OPHP, the Eligible SFR Tenant Household may purchase the SFR in which they
25 reside, subject to approval by the Department consistent with the existing
26 Departmental policies and practices.

27
28 **4. CTC Approval Process**

- 29 a. It is the intent of the Department and the City to provide:
30 i. An opportunity to purchase an Eligible Corridor SFR to Eligible
31 SFR Tenant Households residing in the Corridor SFR for a

1 period of two (2) years or more as of the date of the Preliminary
2 Approval Order;

- 3 ii. To Eligible SFR Tenant Households an opportunity to purchase
4 elsewhere in the Corridor an Eligible Corridor SFR when the
5 Corridor SFR resided in is (a) not an Eligible Corridor SFR; (b)
6 in such condition that financing cannot be obtained; or (c)
7 where the Eligible SFR Tenant Household is not Qualified for
8 the Corridor SFR resided in, but may be Qualified with respect
9 to another Corridor SFR; or (d) where the Eligible SFR Tenant
10 Household has determined that the Eligible Corridor SFR in
11 which they reside is too large.
- 12 iii. That the purchase price of Eligible Corridor SFRs sold pursuant
13 to the OPHP be determined in accordance with the process
14 defined herein.

15 However, CTC approval is required in order for each of these elements
16 to be provided in the OPHP. In addition, Streets & Highway Code 118(b), requires
17 CTC approval of each sale of an Eligible Corridor SFR.

18 b. In the event legislation that clarifies and authorizes CTC to
19 proceed as indicated above is not enacted, the Department shall at the earliest
20 opportunity request CTC approval of these categories of opportunity to purchase and
21 shall use its best efforts to assist the CTC in passing a resolution or resolutions that
22 accomplish each of the above items. The City and Class Counsel also agree to use
23 their best efforts to support CTC approval and passage of such resolutions.

24
25 **5. Determination of Purchase Price**

26 a. The purchase price at which the Eligible Corridor SFRs will be
27 offered to the Eligible SFR Tenant Household shall be "As Is" FMV as determined by
28 either (1) the Appraiser, who shall be hired by the City with the participation of the
29 Department and Class Counsel, or (2) the review appraisal process described in
30 Section III.G.5.n, below. The Appraiser's or review appraiser's determination of the
31 FMV of each Eligible SFR shall be final and not subject to judicial or other review by

1 the Department, the City, Class Counsel, or the Plaintiffs except as otherwise provided
2 herein.

3 b. The Eligible Corridor SFRs to be appraised will initially be
4 determined by the responses to the survey, but additional SFRs may be added to the
5 list in the event additional Eligible SFR Tenant Households elect to participate at a
6 later date as provided herein, or the need to appraise additional Corridor properties
7 arises. The date of valuation shall be the date the appraisal is completed.

8 c. A standard form appraisal report, comparable in content to the
9 Uniform Residential Appraisal Report (Fannie Mae Form 1004) and including
10 addendums as appropriate, shall be generated for each appraised Eligible Corridor
11 SFR. The Department, the City, and Class Counsel shall approve the appraisal form
12 or forms to be used by the Appraiser.

13 d. The Appraiser shall at a minimum include data from
14 comparable sales in the appraisal/valuation process, and shall at a minimum, consult
15 the Multiple Listing Service data for the immediate area.

16 e. The Appraiser shall not represent either the Buyer or the Seller.

17 f. The determination of FMV shall be based on best professional
18 appraisal practices including the Appraiser's own on-site visit to the subject property
19 and the surrounding neighborhood.

20 g. When available, City or County permit files will be reviewed
21 for both the subject property and the comparable properties.

22 h. The Appraiser shall inspect the subject property according to
23 best professional appraisal practices. The Appraiser shall also inspect the comparable
24 properties according to best professional appraisal practices to the extent the Appraiser
25 has access to such comparable properties.

26 i. The Appraiser shall discuss the subject property with the current
27 tenant and comparable sales properties with the buyers and sellers and the
28 brokers/agents for the buyers and sellers to the extent the current tenant, buyer, seller,
29 or brokers/agents are willing to engage in that discussion. The Appraiser shall state in
30 general terms in the Appraisal Report the information obtained from these discussions
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1 and whether the information was considered, and whether or not the Appraiser made
2 adjustments as a result of the information provided.

3 j. The Department shall provide the Appraiser and the Eligible
4 SFR Household with copies of any and all maintenance records for the preceding five
5 (5) years for the applicable Eligible Corridor SFR. The Appraiser shall, as deemed
6 necessary and appropriate by the Appraiser, review the Department's maintenance
7 records for each applicable Eligible Corridor SFRs.

8 k. The Appraiser shall identify for the subject property and the
9 comparables used, and the Appraiser shall take into account per best professional
10 appraisal practices, the proximity of the properties to a known fault line such that
11 future permitted or allowed rebuilding or replacement of the same or similar use
12 structure on the property may be negatively affected.

13 l. Should an unusual or unforeseen condition of the subject SFR
14 affecting FMV be identified by the Appraiser that in his or her opinion requires
15 additional investigation, the Appraiser may hire a qualified consultant to conduct the
16 necessary investigation and prepare a verbal or written report to assist the Appraiser in
17 determining FMV; provided, however, that in no event will additional costs of more
18 than \$250 per Eligible Corridor SFR be allowed without the prior approval by the
19 Department, the City, and Class Counsel.

20 m. The Appraiser shall submit the final appraisal to the
21 Department, the City, Class Counsel, and the Eligible SFR Tenant Household seeking
22 to buy the property.

23 n. After submission of the appraisal report, the Eligible SFR
24 Tenant Household seeking to purchase the appraised subject property shall be notified
25 of an opportunity to submit to the Department additional objective information
26 potentially impacting the property's FMV. The Department may, at its sole discretion,
27 provide such information to either the Appraiser or to a Department review appraiser
28 to determine whether an adjustment to the initial appraisal's determination of FMV is
29 warranted. If the Appraiser or review appraiser determines that, in response to such
30 information, a reduction of the initial appraisal's determination of FMV is warranted,
31 the revised FMV shall be the purchase price.

1 o. Prior to the Appraiser's submittal of each of the first five (5)
2 appraisals, a pre-submittal meeting shall be held. The pre-submittal meeting may be
3 waived by mutual agreement of the Department, the City, and Class Counsel after the
4 first three (3) appraisals. Aside from the Appraiser, participants in the pre-submittal
5 meetings shall be limited to those who are signatories to this Settlement Agreement,
6 unless unanimously agreed to by the City, the Department, and Class Counsel. The
7 matters discussed and the draft appraisals shall be kept confidential and shall not be
8 disclosed to non-participants in the meeting. The purpose of the pre-submittal
9 meetings is solely to review the appraisal process and to determine whether and how
10 the Appraiser has complied with the instructions provided herein. Upon conclusion of
11 the pre-submittal meeting, the Appraiser shall finalize the appraisal report and submit
12 it to the Department, the City, Class Counsel, and the Eligible SFR Tenant Household
13 seeking to buy the Eligible Corridor SFR. Unless modified as provided for in Section
14 III.G.5.n above, the submitted appraised value shall be the purchase price.

15 p. Prior to final approval of the Settlement Agreement, the
16 Department, the City, and Class Counsel shall select the Appraiser or Appraisers,
17 approve the appraisal forms, and meet with the Appraisers to discuss the appraisal
18 instructions, the appraisal process, and the timing of the appraisals.

19 q. The Purchase Price for Eligible Alternative SFRs will be
20 determined by the normal home acquisition process of negotiation between a seller
21 and a buyer related to the listing price of the property:

- 22 i) The Program Administrator will make certain that potential
23 buyers have the necessary support and information to conduct
24 and/or participate in the appropriate negotiations.
- 25 ii) If the property is in any stage of foreclosure, there may be other
26 factors outside the process that determine or help determine the
27 sales price. For example, a bank may set the sales price.

28 6. Home Inspections

29 The City shall conduct or cause to be conducted a home inspection of any Eligible
30 SFR that is to be purchased under the OPHP, unless a home inspection of the subject property
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1 has been completed within one (1) year prior to the implementation of OPHP. Any home
2 inspection required by this provision shall take place after any appraisal of the subject
3 property required under this Agreement. An Eligible SFR Tenant Household seeking to
4 purchase the subject property shall be provided a copy of the home inspection report within a
5 reasonable period prior to completion of the purchase process.

6
7 **7. Other Programmatic Details of the OPHP**

8 a. The sales price of an Eligible Corridor Property or Eligible
9 Alternative Property will not be determined until such time as (1) an Eligible SFR
10 Tenant Household has declared an interest in buying the Property, and (2) the adults
11 from the Eligible SFR Tenant Household who will hold title to the property have
12 initially been determined to be Qualified (i.e., has been pre-qualified through the
13 process described in this Section.)

14 b. In order to implement the OPHP, the City will hire, contract
15 with, or otherwise engage a Program Administrator, who meets the professional skills,
16 abilities, and requirements agreed to by the City, the Department, and Class Counsel,
17 to administer this OPHP. The Department or Class Counsel may participate and
18 provide input into the interview and/or pre-screening process for the City's selection
19 of the Program Administrator. The City shall be responsible for ensuring that the
20 Program Administrator fulfills its responsibilities under this Agreement. The Program
21 Administrator will be responsible for:

- 22 i) Maintaining a current list of Eligible SFR Tenant Households
23 and those SFR Tenant Households that are not eligible.
- 24 ii) Maintaining a current list of Eligible Corridor SFRs and
25 identifying and maintaining a current list of Eligible Alternative
26 SFRs.
- 27 iii) Conducting or causing to be conducted a sufficient number of
28 homebuyer seminars as needed to clearly communicate to each
29 Eligible SFR Tenant Household the criteria for home purchase
30 under the OPHP and to determine or causing to be determined
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which Eligible SFR Tenant Households have an interest in participating in this OPHP.

iv) Pre-qualifying to the extent possible those Eligible SFR Tenant Households expressing an interest in participating in this OPHP (i.e., conduct a pre-qualifying assessment with members of this group). The Program Administrator will provide access to credit counseling for those Eligible SFR Tenant Households who may not be assessed as Qualified for any of the home purchase programs in the pre-qualifying process. The Program Administrator will use its best efforts to qualify each Eligible SFR Tenant Household by coordinating and utilizing all appropriate and available resources, financial packages, and services in support of the household. Those Eligible SFR Tenant Households completing credit counseling will be reassessed for program qualification.

v) Making a final determination of qualification of interested Eligible SFR Tenant Households. Assisting those Qualified Eligible SFR Tenant Households in obtaining mortgage packages available under the OPHP and in applying for first mortgage loans from an institutional lender.

vi) Assisting those Qualified Eligible SFR Tenant Households interested in purchasing Eligible Alternative Properties in obtaining mortgage packages available under the OPHP, negotiating with institutional owners, and applying for first mortgage loans from an institutional lender.

vii) Providing or causing to provide homeownership and purchase counseling to all interested Eligible SFR Tenant Households prior to their application for mortgage assistance under the OPHP and after an Eligible Tenant Household purchases an Eligible SFR.

1 c. The OPHP will begin promptly after the Program Administrator
2 is retained by the City pursuant to Section III.G.7.b. The Program Administrator shall
3 conclude the OPHP within twenty-four (24) months from the date the Program
4 Administrator was initially hired, contracted, or otherwise engaged. "Conclusion" will
5 be determined by completion of all steps in Section III.G.1.a-q listed above, escrow
6 closings for all Qualified Eligible SFR Tenant Households, and resolution of any
7 outstanding disputes with Eligible SFR Tenant Households. This date may be
8 extended by written agreement of the City, the Department, and Class Counsel.

9 d. If an Eligible SFR Tenant Household decides not to participate
10 in the OPHP and accepts their full Lump Sum Stipend payment, they will not be
11 allowed to reconsider unless:

- 12 i) The Eligible SFR Tenant Household communicates to the
13 Program Administrator in writing its decision to participate in
14 the OPHP no later than six (6) months after the OPHP begins;
- 15 ii) They place into the established OPHP Trust account, the full
16 amount of their Lump Sum Stipend payment plus interest at the
17 rate of 2%;
- 18 iii) They meet all other requirements as defined herein for
19 participation in the OPHP; and
- 20 iv) Sufficient funds are available through the OPHP to assist the re-
21 entering Eligible Corridor Tenant Household in the purchase of
22 an Eligible SFR.

23 e. Those Eligible SFR Tenant Households re-entering the program
24 as described above shall not be guaranteed any particular Eligible SFR, including any
25 that they occupy or did occupy; and they will receive program services after those
26 initially entering the OPHP or as determined by the Program Administrator.

27 f. An Eligible SFR Tenant Household that has completed the
28 qualification process, but has decided not to purchase an available Eligible Corridor
29 SFR at the price determined pursuant to the process set forth in Section III.G.5 shall
30 nevertheless be entitled to purchase another Eligible SFR or Alternative Eligible SFR,
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1 including being able to bid on an Eligible Corridor SFR should an auction be held by
2 the Department. In purchasing pursuant to any such auction, the Eligible SFR Tenant
3 Household shall be entitled to utilize all programs for which it was deemed Qualified
4 during the qualification process described above.

5 g. If an Eligible SFR Tenant Household chose not to participate in
6 the OPHP because the Corridor SFR that they occupy or did occupy was declared
7 Ineligible, and if that Corridor SFR is subsequently declared Eligible and the Eligible
8 SFR Tenant Household now wants to purchase that Corridor Unit during the OPHP
9 tenure, they may do so subject to the same conditions described in Section III.G.7.a-g
10 above.

11 12 **8. Administrative Costs**

13 All administrative costs required to carry out the OPHP will be funded through the
14 proceeds from the sale of the Excess Properties. Such administrative costs shall include but
15 not be limited to: (1) the tenant survey, (2) community meetings including translation and
16 other services associated with such meetings, (3) property appraisals including review
17 appraisals, (4) the costs of the Program Administrator including their office support, (5), the
18 cost of the Hearing Officer and their office support, and (6) the cost of agreed-upon home
19 inspections. The money funding the Lump Sum Stipend and the mortgage assistance provided
20 under the OPHP contemplated by this Agreement will not be funded by the proceeds from the
21 sale of the Corridor properties.

22 23 **IV. DISPUTE RESOLUTION PROCEDURE FOR CLASS MEMBER DISPUTES**

24 Any administrative determination under this Agreement regarding payments, benefits,
25 or eligibility to participate shall be communicated to the affected Class member in writing.
26 The communication will set forth the reasons upon which the determinations are based.
27 Except as expressly provided in this Settlement, any dispute of a Class Member arising from
28 any such administrative determination, excluding the Appraiser's determinations of FMV
29 pursuant to the OPHP, shall be resolved through the dispute resolution process described
30 hereinafter:

1 A. The City will hire or contract with a Hearing Officer, who shall be a qualified
2 individual or entity that meets the qualifications and experience agreed upon by the City, the
3 Department, and Class Counsel, and who has no direct involvement in the administrative
4 determination of the Lump Sum Stipend or the OPHP. The Department and Class Counsel
5 may participate and provide input in the interview process and/or pre-screening process for
6 the City's selection of the Hearing Officer.

7 B. Any Class Member who disputes an administrative determination of the City,
8 the Department, or the Program Administrator (or any agent or representative of the City, the
9 Department, or the Program Administrator) related to this Agreement, shall provide written
10 notice of dispute (the "Notice of Dispute") within 30 days after the date of the administrative
11 determination. The Notice of Dispute shall be submitted to the Program Administrator. The
12 Notice shall contain a concise summary of the dispute, accompanied by supporting
13 documentary evidence, and shall state whether an informal hearing to resolve the dispute is
14 requested.

15 C. All such disputes for which a Notice of Dispute is provided shall be reviewed
16 by the Hearing Officer, who shall resolve the dispute after an informal hearing, if an informal
17 hearing is requested. The hearing shall be convened within fifteen (15) days following the
18 date of receipt of the Notice of Dispute by the Hearing Officer. Parties may bring counsel or
19 another representative to the hearing at their own expense, but the City and the Department
20 shall not be represented by counsel unless the Class Member is also represented by counsel.

21 D. The hearing will be informal, but will afford the participants an opportunity to
22 review the relevant documentary evidence, ask questions of one another, and present oral
23 argument.

24 E. In the event an informal hearing is not requested, the Hearing Officer shall,
25 upon receipt of the Notice of Dispute, notify all participants that additional written materials
26 may be submitted within ten (10) days, after which the record shall be closed and a decision
27 of the Hearing Officer shall be made solely thereon.

28 F. Within twenty (20) days following the close of the informal hearing or the
29 close of the administrative record if there was no informal hearing, the Hearing Officer shall
30 issue a written decision that includes the reason(s) for the decision. The decision shall be
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1 mailed to the participants and Class Counsel. Any such decision shall be final, binding, and
2 non-reviewable by any agency or court.

3 G. A copy of this dispute resolution provision shall be attached to administrative
4 determinations made under this Settlement regarding payments, benefits, or eligibility to
5 participate.

6 H. Any deadline set forth in the dispute resolution procedure described in this
7 Section may be extended by the Hearing Officer for good cause; except that no deadline may
8 be extended for more than thirty (30) days.

9
10 **V. TERMINATION OF APPRAISER, PROGRAM ADMINISTRATOR, OR**
11 **HEARING OFFICER**

12 The City, the Department, and Class Counsel may, by unanimous written agreement,
13 require the termination of the services of the Appraiser, Program Administrator, or Hearing
14 Officer. As soon as practicable, the City will hire or contract for, with the same participation
15 by the Department and Class Counsel as defined or discussed in Sections III.G.5.a, III.G.7.b,
16 and IV.A respectively, a replacement for any individual or entity terminated pursuant to this
17 provision. The Department, the City, and Class Counsel, by unanimous agreement, may
18 require the reexamination or correction of determinations made by the terminated individual
19 or entity by the replacement individual or entity.

20
21 **VI. DUTY TO MAINTAIN AND RE-RENT CORRIDOR UNITS**

22 Pending the sale of the Excess Properties, the Department shall maintain all habitable
23 Corridor units in a state of good repair, employ good property management practices to keep
24 units occupied, re-rent unoccupied units, and, to the greatest extent practical, minimize
25 adverse effects on surrounding properties.

26
27 **VII. DUTY TO PERFORM**

28 Each and every substantive settlement term of this Joint Stipulation and Settlement
29 Agreement, commencing at Section III herein, including but not limited to those whereby the
30 Department and/or the City provides lump sum stipends, low income housing, an OPHP or
31 provides funds or hires individuals or businesses to accomplish these terms, as well as the

1 Release of Claims set forth in Section XIV, is conditioned on the ability of the Department to
2 proceed with the sale of the Excess Properties at FMV without legal delay or obstacle.

3 Should the Department be prevented from selling the Excess Properties at any time, in
4 any manner, and for any reason, including but not limited to existing, new, or amended
5 legislation, court order, judgment, or injunction rendered on any legal theory or basis, failure
6 of dismissal of the *La Raza Unida* action and its associated Consent Decree, or any other
7 action, the City's and Department's duty to perform the substantive settlement terms
8 commencing at Section III herein shall immediately cease, and (a) excepting only monies paid
9 to individuals or businesses for services previously rendered, any lump sum stipends or other
10 payments not then in the possession of Class Members, such as those contained in an OPHP
11 account, shall be immediately returned to the City and Department; (b) any unexpended funds
12 shall be retained by, or returned to, the City and Department; and (c) any employment
13 connected with the performance of the substantive terms of this settlement agreement shall be
14 immediately terminated.

15 Should the Department be prevented from selling the Excess Properties at any time
16 and for any reason, the Release of Claims set forth in Section XIV, and any receipt and
17 acknowledge of that release signed by any Class Members and/or the Caltrans Tenants
18 Organization, shall be null and void except as to those persons who have received Lump Sum
19 Stipends and, if applicable, (a) had an opportunity to purchase an SFR pursuant to the OPHP,
20 or (b) who have been placed in new housing according to the terms of this Agreement.

21 Performance of the substantive settlement terms noted above, as well as the Release of
22 Claims set forth in Section XIV, are also conditioned on the issuance of a Final Approval
23 Order approving this Joint Stipulation and Settlement Agreement and on the enactment of
24 legislation that will allow the Department or its Agent to proceed with the sale of the Excess
25 Properties without any legal obligations beyond those set forth in this Settlement Agreement,
26 including but not limited to, obligations as to relocation assistance, replacement housing
27 benefits, home purchase obligations or assistance, or responsibilities relating to compliance
28 with environmental laws or regulations.

29 The City, the Department, and Class Counsel may, upon their unanimous and signed,
30 written agreement, modify or waive the terms of this Section.

31

1 **VIII. DUTY TO SEEK PROMPT COURT APPROVAL**

2 A. Promptly upon execution of this Settlement, the Plaintiffs will move the Court
3 for entry of the Preliminary Approval Order, including the following terms:

- 4 1. Conditionally certifying the Class pursuant to Code of Civil Procedure
5 §382;
- 6 2. Preliminarily approving the Settlement;
- 7 3. Scheduling a Final Approval Hearing on whether the Settlement should
8 be finally approved as fair, reasonable, and adequate as to the Class Members;
- 9 4. Approving as to form and content the Class Notice and setting
10 deadlines for electing not to participate in the Settlement and serving and filing objections to
11 the Settlement;
- 12 5. Directing the mailing of the Class Notice to the potential Class
13 Members.

14 B. Any disagreement among Parties concerning the final forms of the Class
15 Notice or other documents necessary to implement the Settlement will be referred to the Court
16 for resolution.

17
18 **IX. CERTIFICATION OF A CLASS ACTION**

19 A. The Department, City, and Class Counsel will submit to the Court a proposed
20 Preliminary Approval Order that will certify the following class as an opt-out class under
21 Code of Civil Procedure §382:

22 All persons residing in Department-owned, residential properties within the
23 Route 238 Corridor on the date the Preliminary Approval Order is entered by
24 the Court, and who do not timely submit a valid request not to participate in
25 the Settlement.

26 B. The proposed Preliminary Approval Order will make the following factual
27 findings:

- 28 1. The Class is ascertainable.
- 29 2. The Class Members are so numerous as to make it impracticable to join
30 all Class Members as named plaintiffs in this Action.

31

1 3. There are common questions of law and fact including, but not limited
2 to, the following:

3 a. Whether the Class Members are entitled to relocation assistance
4 from Defendants pursuant to California Government Code §§14528.5, *et seq* upon the
5 sale of Corridor Properties by the Department;

6 b. Whether the Department's sale of the Corridor Property
7 obligates Defendants to develop replacement housing pursuant to California
8 Government Code §§14528.5, *et seq.*;

9 c. Whether Class Members are entitled to an opportunity to
10 purchase their rented premises at an affordable price, pursuant to California
11 Government Code §§54235, *et seq* when the Department sells the Excess Properties;

12 d. Whether the Department's sale of the Excess Properties and
13 displacement, if any, of Corridor Tenants requires environmental review pursuant to
14 the California Public Resources Code.

15 4. Plaintiffs' claims are typical of the claims of the Class Members.

16 5. Plaintiffs and Class Counsel will fairly and adequately protect the
17 interests of the Class.

18 6. Questions of law and fact common to the Class Members predominate
19 over any questions affecting any individual member in the Class.

20
21 **X. NOTICE TO THE CLASS OF THE SETTLEMENT**

22 **A. Class Notice to Class Members**

23 Subject to further order of the court herein, notice to Class Members shall be provided
24 as follows:

25 1. Within five (5) business days after the Court enters its Preliminary
26 Approval Order, the Department shall mail via first class mail, return receipt requested, the
27 Class Notice to each Corridor Tenant at their Corridor Unit, as reflected in the Department's
28 records.

29 2. Fifteen (15) days after mailing the Class Notice, the Department shall
30 hand-deliver the Class Notice to the Corridor Unit of each Corridor Tenant from which the
31

1 Department has not yet received a receipt indicating that the mailed Class Notice was
2 received.

3 3. Simultaneously with the mailed notice and the delivered notice, the
4 Department will publish in the "Daily Review" or similar daily publication as may then exist,
5 a similar Class Notice.

6
7 **B. Objection to Settlement**

8 1. The potential Class Members will have thirty (30) days after the date
9 on which the Department mails the Class Notice to object to the Settlement by serving on
10 Class Counsel and Counsel for the Defendants, and filing with the Court, by the thirty (30)
11 day deadline, a written objection to the Settlement.

12 2. A potential Class Member who does not file and serve a written
13 objection in the manner and by the deadline specified above will be deemed to have waived
14 any objection and will be foreclosed from making any objections to the Settlement (whether
15 by appeal or otherwise).

16
17 **C. Election Not to Participate in Settlement**

18 1. The potential Class Members will have thirty (30) days after the date
19 on which the Department mails the Class Notice to submit to Class Counsel a written request
20 not to participate in the Settlement.

21 2. The proposed Preliminary Approval Order will provide, and the Class
22 Notice will instruct potential Class Members, that to be valid, a written request not to
23 participate in the Settlement must include the potential Class Member's name and signature
24 and recite the following language:

25 "I understand that, by this request to be excluded from the
26 Settlement in this case, I am foregoing all monetary and other benefits from
27 this Settlement and will receive nothing from this Settlement. I understand that
28 I may bring a separate legal action, but I understand that I might receive
29 nothing or less than what I would have received if I had not elected to be
30 excluded from the Settlement."

1 3. A written request not to participate in the Settlement will be deemed
2 timely submitted to Class Counsel if it is (i) mailed to Class Counsel by first-class mail and
3 postmarked by not later than the deadline for submission stated above; or (ii) it is delivered to
4 Class Counsel by the deadline for submission stated above, whether by mail, facsimile
5 transmission, professional delivery, or personal delivery.

6 4. Unless otherwise ordered by the Court upon a showing of good cause
7 by a Class Member, a potential Class Member who does not properly and timely submit a
8 request not to participate in the Settlement in the manner and by the deadline specified above
9 will automatically become a Class Member and be bound by all terms and conditions of the
10 Settlement, including its release of claims, if the Settlement is approved by the Court, and be
11 bound by the Final Approval Order, regardless of whether he or she has objected to the
12 Settlement.

13 5. A potential Class Member who properly and timely submits a request
14 not to participate in the Settlement will not be bound by the Settlement, and will remain free
15 to contest any claim brought by the Plaintiffs that would have been barred by the Settlement,
16 and nothing in this Settlement will constitute or be construed as a waiver of any defense
17 Defendants have or could assert against such a claim.

18 6. No named Plaintiff may elect not to participate in the Settlement.
19

20 **XI. FINAL APPROVAL OF THE SETTLEMENT**

21 A. Not later than five (5) Court days prior to the date on which the Court sets the
22 Final Approval Hearing, Plaintiffs will move the Court for final approval of the Settlement
23 and update the Court on any objections or requests for exclusion.

24 B. If the motion for final approval is granted, the Plaintiffs will submit the
25 proposed Final Approval Order for entry by the Court.
26

27 **XII. WAIVER OF RIGHT TO APPEAL**

28 Provided that the Final Approval Order is consistent with the terms and conditions of
29 this Settlement, Plaintiffs, Class Members, Class Counsel, the Department, and the City
30 hereby waive any and all rights to appeal from the Final Approval Order, including all rights
31 to any post-judgment proceeding and appellate proceeding, such as a motion to vacate or set

1 aside judgment, a motion for new trial, and any extraordinary writ, and the Final Approval
2 Order therefore will become final and not appealable at the time it is entered. The waiver
3 does not include any waiver of the right to oppose any appeal, appellate proceedings, or post-
4 judgment proceedings.

5
6 **XIII. CONTINUING JURISDICTION**

7 Consistent with California Rule of Court 3.769(h), the Parties agree that the Court
8 shall retain jurisdiction to enforce the terms of this Settlement.

9
10 **XIV. RELEASE OF CLAIMS**

11 A. **Release of Claims:** For and in consideration of the Department's and the City's
12 obligations herein, as of the date the Final Approval Order is entered by the Court, each and
13 every Class Member and the Caltrans Tenants Organization hereby releases the Defendants
14 and each of their agents, officers, and employees from any claims, demands, actions,
15 transactions, interactions, or causes of action related to the future sale and disposition of the
16 Excess Properties (collectively "Claims"), in existence as of the date of the Preliminary
17 Approval Order, that were brought, or could have been brought in this action ("Released
18 Claims"). The Released Claims include only Claims that are susceptible to Class resolution,
19 whether they were or could have been asserted by the Class as a whole or by individual Class
20 Members. The Released Claims include but are not limited to any Claims for relocation
21 assistance and replacement housing benefits pursuant to California Government Code
22 §§14528.5, et seq., 25 C.C.R. §6034(b)(3) and the Uniform Relocation Assistance and Real
23 Property Acquisition Policies Act of 1970, as amended, 42 U.S.C. §§ 4622-4655, Claims for
24 home purchase obligations or assistance pursuant to California Government Code §§54235, et
25 seq., and Claims for compliance with environmental requirements pursuant to the National
26 Environmental Policy Act of 1969, 49 U.S.C. §4332(2)(c) and the California Environmental
27 Quality Act, Public Resources Code §§21000, et seq., that might otherwise arise out of the
28 sale and disposition of the Excess Properties.

29
30 B. **Waiver of California Civil Code §1542:** With respect to the subject matter of
31 their respective Released Claims, Class Members and the Caltrans Tenants Organization

1 expressly waive and relinquish the provisions, rights, and benefits of §1542 of the California
2 Civil Code and any analogous law, statute, or rule. §1542 states:

3 A general release does not extend to claims which the creditor does not know
4 or suspect to exist in his or her favor at the time of executing the release, which
5 if known by him or her must have materially affected his or her settlement with
6 the debtor.

7
8 **XV. DISMISSAL OF *LA RAZA UNIDA***

9 Upon entry of the Final Approval Order, the parties agree to jointly move for or
10 otherwise seek full dismissal of *La Raza Unida* action, including the Consent Decree entered
11 in that action in 1989. Lack of full dismissal of *La Raza Unida*, the associated Consent
12 Decree, and any other elements of that action will be considered a legal delay or obstacle to
13 the sale of the Excess Properties under Section VII (Duty to Perform.).

14
15 **XVI. MUTUAL COOPERATION**

16 The Parties will fully cooperate with each other and use their best efforts, including all
17 efforts contemplated by this Settlement and any other efforts that may become necessary or
18 ordered by the Court, or otherwise, to accomplish the terms of this Settlement, including but
19 not limited to, executing such documents and taking such other action as may reasonably be
20 necessary to obtain preliminary and final approval of this Settlement and to implement its
21 terms.

22 If any person, whether or not a Potential Class Member including the Caltrans Tenants
23 Organization, brings any action or proceeding against the City or the Department in any court
24 or administrative tribunal seeking relief inconsistent with the provisions of this Settlement,
25 Plaintiffs and Class Counsel agree to fully cooperate with the City and the Department in
26 defending such action or proceeding. This cooperation shall include, without limitation, (1)
27 seeking leave to intervene in such action or proceeding as a defendant; (2) seeking leave to
28 participate in such action or proceeding as an amicus curiae on behalf of the defendants; and
29 (3) providing evidence in defense of the defendant(s).

30
31

1 **XVII. NOTICES**

2 Unless otherwise specifically provided by this Settlement, all notices, demands or
3 other communications given under this Settlement, or in connection with the implementation
4 of this Settlement, will be in writing and be deemed to have been duly given as of the third
5 business day after mailing by United States registered or certified mail, return-receipt
6 requested, addressed as follows:

7 **To Class Counsel:**

8 Stephen E. Ronfeldt
9 The Public Interest Law Project
10 449 15th Street, Suite 301
11 Oakland, CA 94612

12
13 Stephen P. Berzon
14 Jonathan Weissglass
15 Peder J. V. Thoreen
16 Altshuler Berzon LLP
17 177 Post Street, Suite 300
18 San Francisco, CA 94108

19
20 **To the City:**

21 E. Frances David
22 Assistant City Manager
23 City Hall
24 777 B Street
25 Hayward, CA 94541-5007

26
27 Michael Lawson
28 City Attorney
29 City Hall
30 777 B Street
31 Hayward, CA 94541-5007

1 **To the Department:**

2 R.A. Macpherson

3 Deputy District Director

4 Right of Way

5 111 Grand Ave

6 Oakland, CA 94612

7
8 David Gossage, Deputy Chief Counsel

9 Lucille Baca, Assistant Chief Counsel

10 California Department of Transportation

11 P.O. Box 7444

12 San Francisco, CA 94120-7444

13
14 **XVIII. CONSTRUCTION**

15 This Settlement is the result of lengthy, arms-length negotiations. This Settlement will
16 not be construed in favor of or against any Party by reason of the extent to which any Party or
17 their or its counsel participated in the drafting of this Settlement.

18
19 **XIX. CAPTIONS AND INTERPRETATIONS**

20 Paragraph and section titles, headings, or captions contained in this Settlement are
21 inserted as a matter of convenience and for reference, and in no way define, limit, extend, or
22 describe the scope of this Settlement or any of its provisions. Each term of this Settlement is
23 contractual and not merely a recital, except for those denominated as Recitals in Section II.

24
25 **XX. MODIFICATION**

26 Except as otherwise provided herein, this Settlement may not be changed, altered, or
27 modified, except as ordered by the Court or by a signed, written agreement by the City, the
28 Department, and Class Counsel, which is approved by the Court. This Settlement may not be
29 discharged except by performance in accordance with its terms or by a signed, written
30 agreement by the City, the Department, and Class Counsel.

1 **XXI. APPLICABLE LAW**

2 All terms and conditions of this Agreement and its exhibits will be governed by and
3 interpreted according to the laws of the State of California, without giving effect to any
4 conflict of law or choice of law principles.

5
6 **XXII. INTEGRATION CLAUSE**

7 This Settlement, its exhibits, any agreements referenced herein, related legislation, and
8 any agreement between the Parties related to attorneys' fees that they may subsequently enter
9 into constitute the entire Agreement. All prior or contemporaneous agreements,
10 understandings, representations, and statements, whether oral or written and whether by a
11 Party or a Party's counsel, are merged into this Settlement. No rights under this Settlement
12 may be waived except in writing.

13
14 **XXIII. BINDING ON ASSIGNS**

15 This Settlement will be binding upon and will inure to the benefit of the Parties and
16 their respective heirs, trustees, executors, administrators, successors and assigns.

17
18 **XXIV. COUNTERPARTS**

19 This Settlement may be executed in counterparts, and when the Department, the City,
20 named Plaintiffs, and Class Counsel have respectively and individually signed and delivered
21 at least one such counterpart, each counterpart will be deemed an original, and, when taken
22 together with other signed counterparts, will constitute one Settlement, which will be binding
23 upon and effective as to all Parties, subject to court approval.

24
25 **XXV. CLASS MEMBERS AND CALTRANS TENANTS ORGANIZATION BOUND**
26 **BY SETTLEMENT**

27 Because the Class Members are so numerous, it is impossible or impractical to have
28 each Class Member execute this Settlement. The Class Notice will inform all Class Members
29 of the binding nature of the this Settlement and the Class Members' Released Claims, and it
30 will have the same force and effect as if this Settlement were executed by each Class Member.

31

1 Class Counsel will send a similar notice to the Caltrans Tenants Organization, who shall be
2 similarly bound by the terms of this Settlement Agreement.

3

4 **XXVI. PARTIES' AUTHORITY TO SIGN**

5 The signatories to this Settlement hereby represent that they are fully authorized to
6 enter into this Settlement on behalf of themselves or their respective principals.

7

8 **XXVII. NON-INTERFERENCE**

9 Class Members agree not to initiate or participate in any administrative or legal action
10 (other than this pending action or consistent with the other provisions of this Stipulation, *La*
11 *Raza Unida*) that would, under any constitutional, statutory, or common law theories or
12 causes of action, adversely impact, prevent, or delay the sale or disposition of the Excess
13 Properties.

14

15 **EXECUTION BY PARTIES AND COUNSEL**

16

17 The Plaintiffs, their counsel, and Defendants, as represented by their counsel and
18 principles, hereby execute this document to evidence their acceptance of and agreement to the
19 Settlement.

20

PLAINTIFFS' COUNSEL

21

Dated: December 11, 2009

Dated: December 11, 2009

22

23

STEPHEN E. RONFELDT
THE PUBLIC INTEREST LAW PROJECT

STEPHEN P. BERZON
JONATHAN WEISSGLASS
PEDER J.V. THOREEN
ALTSHULER BERZON LLP

24

25

26

27

By: 

Stephen E. Ronfeldt

By: 

Peder J. V. Thoreen

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PLAINTIFFS

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Dated: December 17, 2009

ROBERT SWANSON

By: 

Robert Swanson

Dated: December __, 2009

DEBORAH FREDERICK

By: _____

Deborah Frederick

Dated: December __, 2009

TRACY ASTURIAS

By: _____

Tracy Asturias

Dated: December __, 2009

MARIANNE OLGUIN

By: _____

Marianne Olguin

Dated: December __, 2009

JOHN ELLEFSEN

By: _____

John Ellefsen

Dated: December __, 2009

BEVERLY MARIS

By: _____

Beverly Maris

PLAINTIFFS

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Dated: December __, 2009

ROBERT SWANSON

By:

Robert Swanson

Dated: December 14, 2009

DEBORAH FREDERICK

By:

Deborah Frederick
Deborah Frederick

Dated: December __, 2009

TRACY ASTURIAS

By:

Tracy Asturias

Dated: December __, 2009

MARIANNE OLGUIN

By:

Marianne Olguin

Dated: December __, 2009

JOHN ELLEFSEN

By:

John Ellefsen

Dated: December __, 2009

BEVERLY MARIS

By:

Beverly Maris

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PLAINTIFFS

Dated: December __, 2009

ROBERT SWANSON

By:

Robert Swanson

Dated: December __, 2009

DEBORAH FREDERICK

By:

Deborah Frederick

Dated: December 15, 2009

TRACY ASTURIAS

By:



Tracy Asturias

Dated: December __, 2009

MARIANNE OLGUIN

By:

Marianne Olguin

Dated: December __, 2009

JOHN ELLEFSEN

By:

John Ellefsen

Dated: December __, 2009

BEVERLY MARIS

By:

Beverly Maris

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PLAINTIFFS

Dated: December __, 2009

ROBERT SWANSON

By:

Robert Swanson

Dated: December __, 2009

DEBORAH FREDERICK

By:

Deborah Frederick

Dated: December __, 2009

TRACY ASTURIAS

By:

Tracy Asturias

Dated: December 13, 2009

MARIANNE OLGUIN

By:

Marianne Olguin

Marianne Olguin

Dated: December __, 2009

JOHN ELLEFSEN

By:

John Ellefsen

Dated: December __, 2009

BEVERLY MARIS

By:

Beverly Maris

PLAINTIFFS

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Dated: December __, 2009

ROBERT SWANSON

By:

Robert Swanson

Dated: December __, 2009

DEBORAH FREDERICK

By:

Deborah Frederick

Dated: December __, 2009

TRACY ASTURIAS

By:

Tracy Asturias

Dated: December __, 2009

MARIANNE OLGUIN

By:

Marianne Olguin

Dated: December 17, 2009

JOHN ELLEFSEN

By:



John Ellefsen

Dated: December __, 2009

BEVERLY MARIS

By:

Beverly Maris

PLAINTIFFS

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Dated: December __, 2009

ROBERT SWANSON

By:

Robert Swanson

Dated: December __, 2009

DEBORAH FREDERICK

By:

Deborah Frederick

Dated: December __, 2009

TRACY ASTURIAS

By:

Tracy Asturias

Dated: December __, 2009

MARIANNE OLGUIN

By:

Marianne Olguin

Dated: December __, 2009

JOHN ELLEFSEN

By:

John Ellefsen

Dated: December 17, 2009

BEVERLY MARIS

By:

Beverly Maris
Beverly Maris

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Dated: December 15, 2009

KATHERINE MATTHEW

By: 

Katherine Matthew

Dated: December __, 2009

PALLADIN LEMKE

By: _____

Palladin Lemke

Dated: December __, 2009

MARY WOODS

By: _____

Mary Woods

Dated: December __, 2009

CALTRANS TENANTS ORGANIZATION

By: _____

Robert Swanson, President

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Dated: December __, 2009

KATHERINE MATTHEW

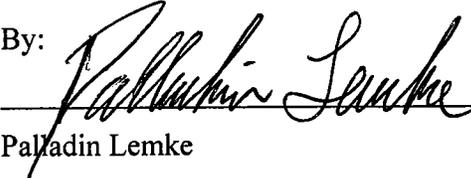
By:

Katherine Matthew

Dated: December 17, 2009

PALLADIN LEMKE

By:



Palladin Lemke

Dated: December __, 2009

MARY WOODS

By:

Mary Woods

Dated: December __, 2009

CALTRANS TENANTS ORGANIZATION

By:

Robert Swanson, President

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Dated: December ___, 2009

KATHERINE MATTHEW

By:

Katherine Matthew

Dated: December ___, 2009

PALLADIN LEMKE

By:

Palladin Lemke

Dated: December 12, 2009

MARY WOODS

By:

Mary Woods

Mary Woods

Dated: December ___, 2009

CALTRANS TENANTS ORGANIZATION

By:

Robert Swanson, President

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Dated: December ___, 2009

KATHERINE MATTHEW

By:

Katherine Matthew

Dated: December ___, 2009

PALLADIN LEMKE

By:

Palladin Lemke

Dated: December ___, 2009

MARY WOODS

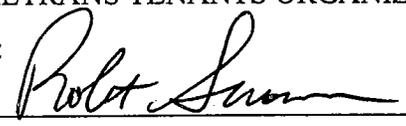
By:

Mary Woods

Dated: December 17, 2009

CALTRANS TENANTS ORGANIZATION

By:



Robert Swanson, President

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DEFENDANTS' COUNSEL

Dated: December 11, 2009

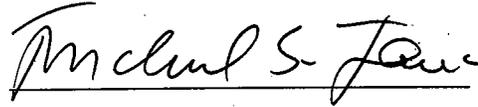
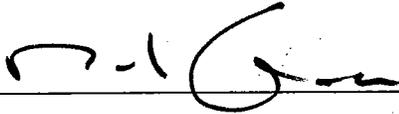
Dated: December 11, 2009

CALIFORNIA DEPARTMENT OF
TRANSPORTATION

CITY OF HAYWARD

By:

By:



David Gossage
Deputy Chief Counsel

Michael Lawson
City Attorney

DEFENDANTS

Dated: December 11, 2009

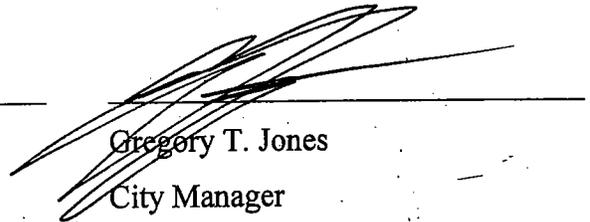
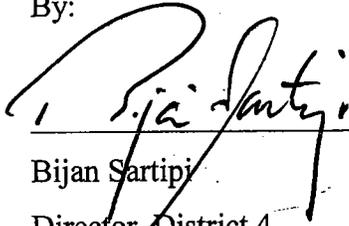
Dated: December 11, 2009

STATE DEPARTMENT OF
TRANSPORTATION

CITY of HAYWARD

By:

By:



Bijan Sartipi
Director, District 4
*Principal for Defendant- Department of
Transportation*

Gregory T. Jones
City Manager
*Principal for Defendant- City of
Hayward*

1 **List of Exhibits**

2

3 Exhibit A-1 Corridor Map

4 Exhibit A-2 List of Corridor Parcel Addresses and APNs

5 Exhibit B List of Corridor Single-Family Residences

6 Exhibit C Lump Sum Stipend Calculation Procedures

7 Exhibit D Eligible Tenant Stipend Acknowledgement and Receipt Form

8 Exhibit E City of Hayward's First Time Home Buyer Program Brochure

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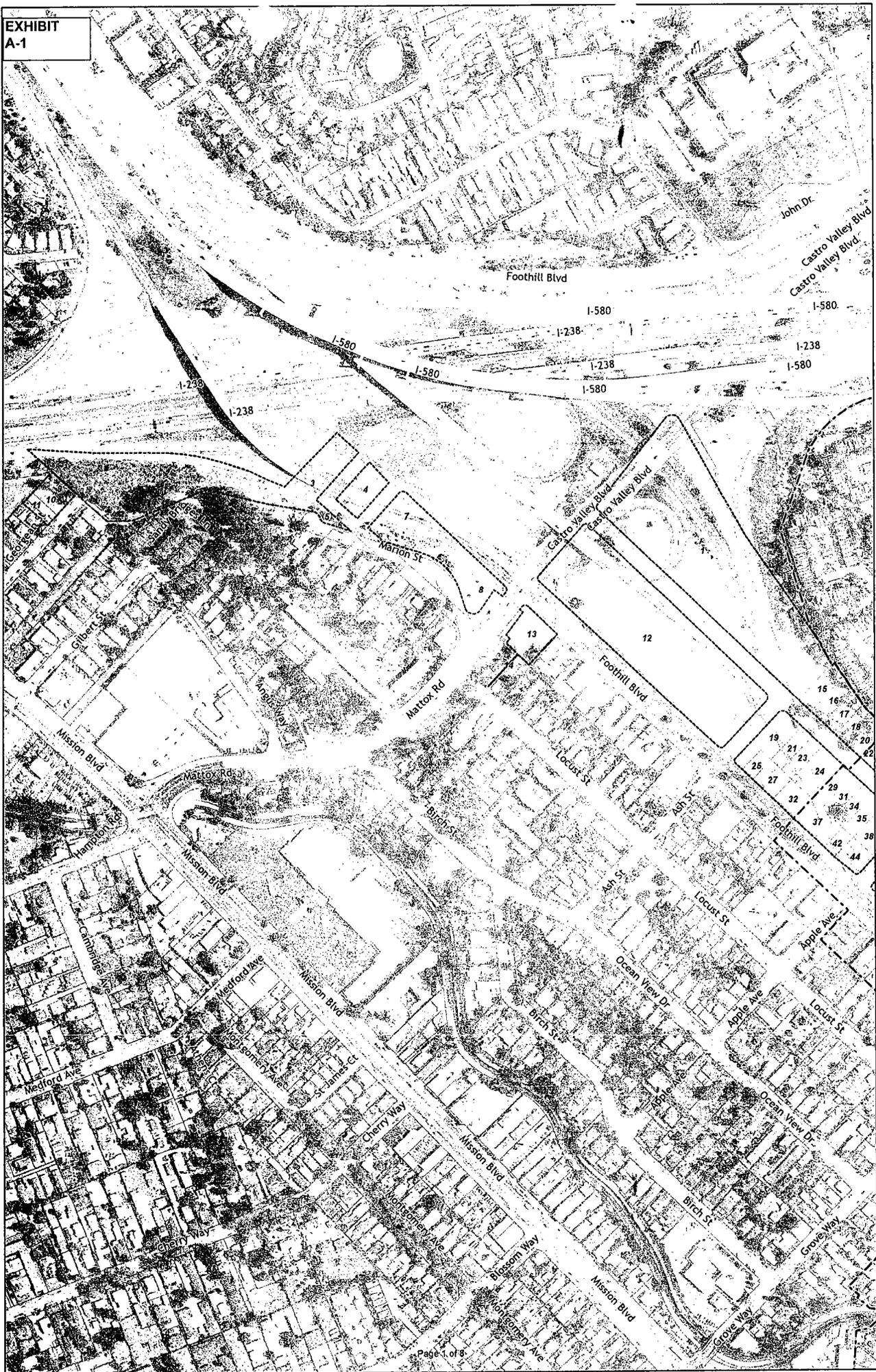
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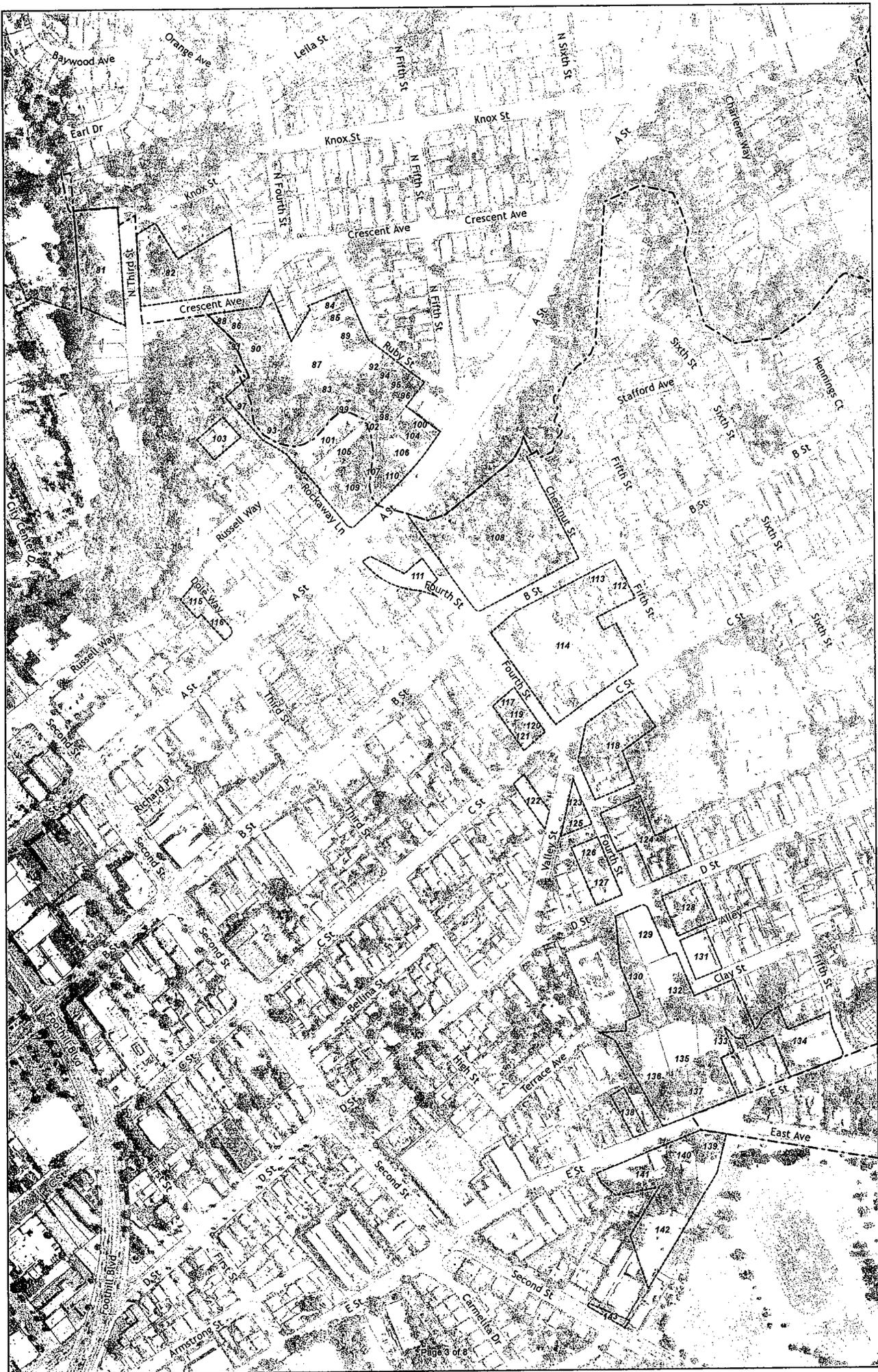
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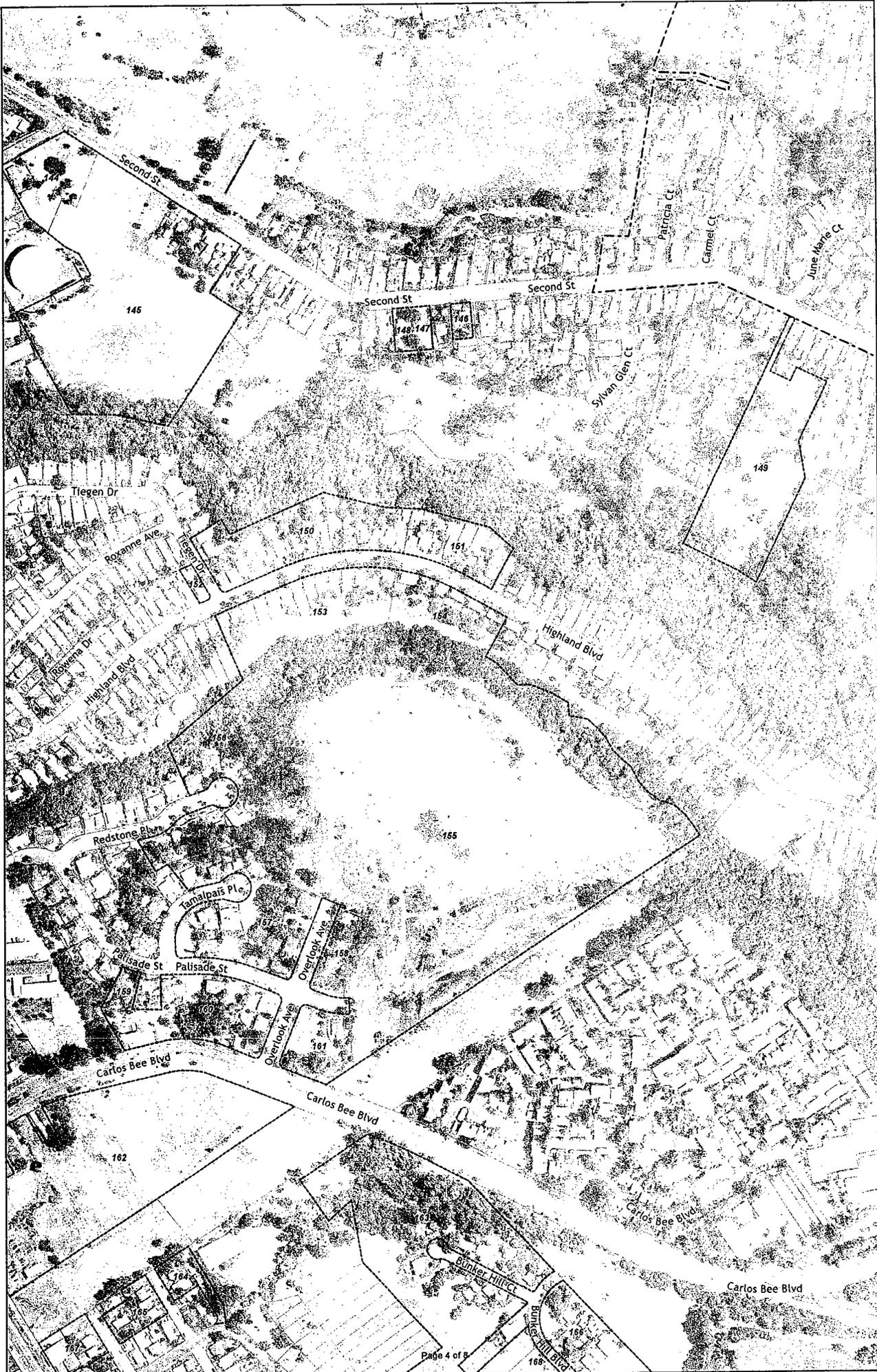
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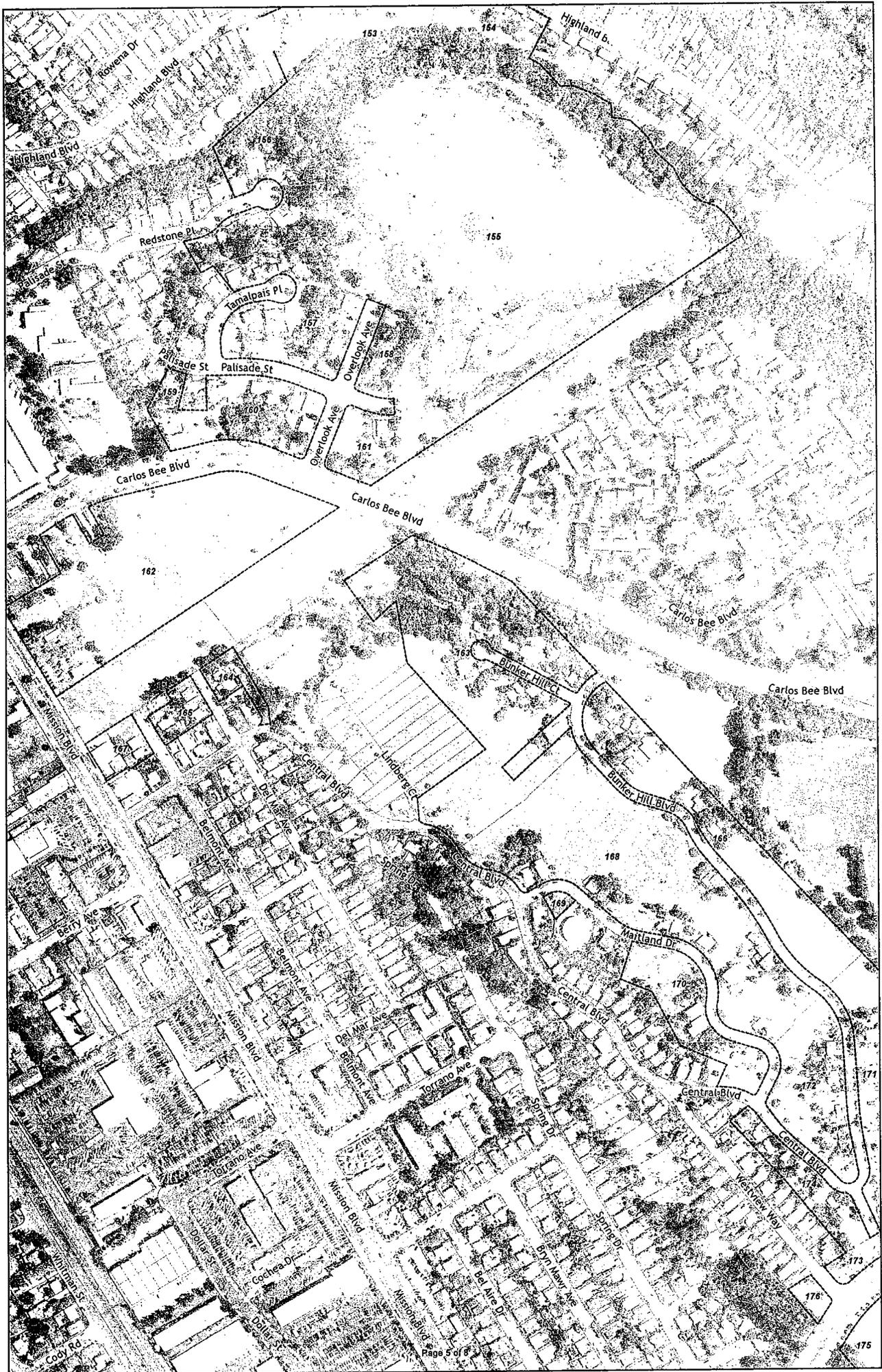
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EXHIBIT A-1











Carlos Bee Blvd

Carlos Bee Blvd

E Loop Rd

Unnamed St

Old Hilary Rd

Unnamed St

W Loop Rd

166

Runter Hill Blvd

173

Central Ave

174

176

Harder Rd

E Loop Rd

Harder Rd



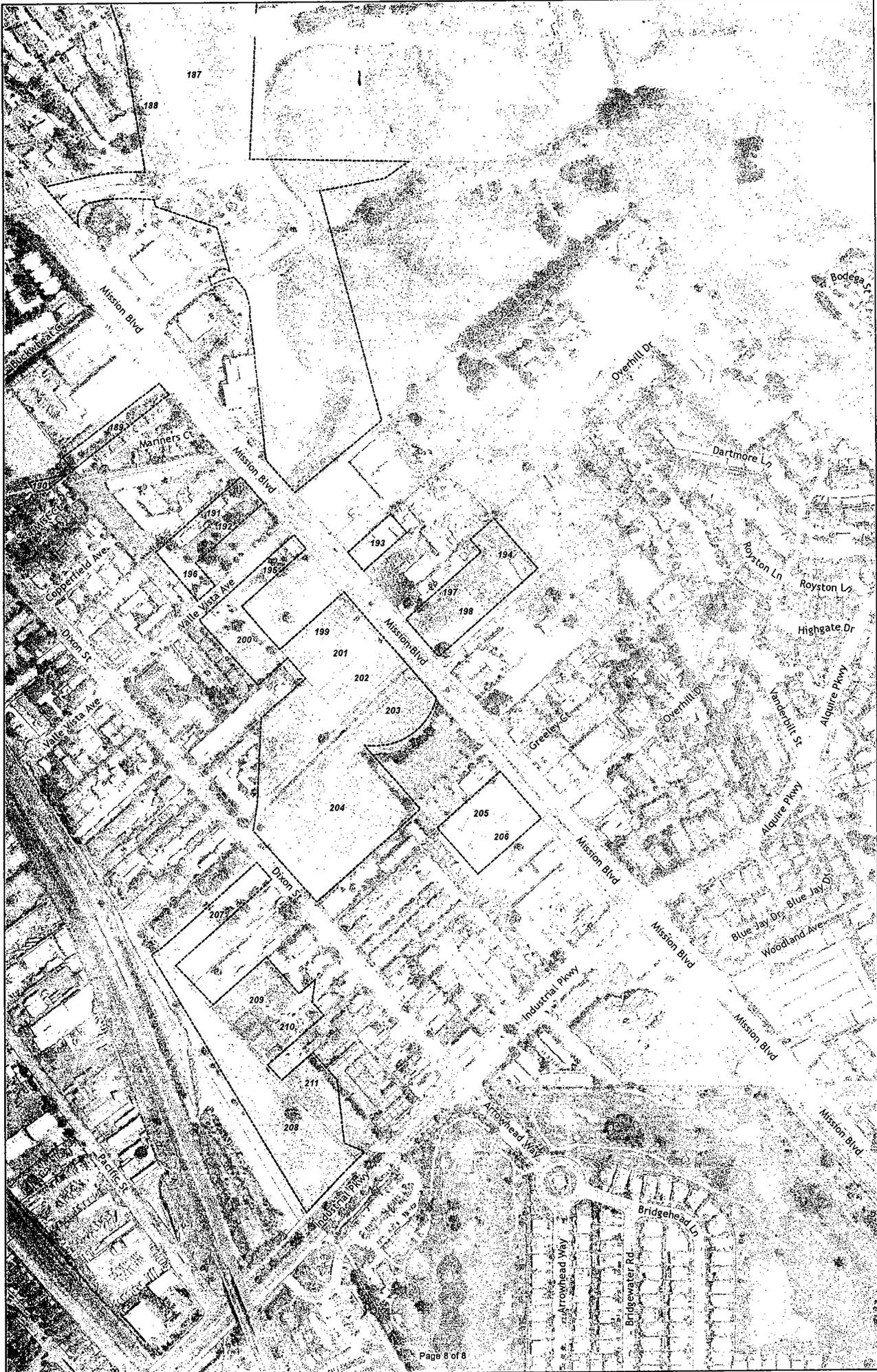


EXHIBIT A-2

EXHIBIT A-2: LIST OF 238 CORRIDOR PROPERTIES

<u>Map ID</u>	<u>APN #</u>	<u>Address</u>	<u>Size</u>
1	415-0010-033-05	20820 OAK ST	298,788.86
2	414-0016-001-01		127,932.50
3	414-0046-059-01		35,313.75
4	414-0046-060-00		17,484.43
5	414-0046-023-04		3,128.67
6	414-0046-024-04		756.31
7	414-0046-061-04		52,991.81
8	414-0046-007-05		13,268.00
9	414-0011-015-02		5,924.21
10	414-0011-014-00		5,866.63
11	414-0011-013-00		5,837.73
12	415-0010-018-01	20810 FOOTHILL BLVD	232,437.95
13	414-0051-030-03	20857 FOOTHILL BLVD	20,069.87
14	414-0051-028-05		227.53
15	415-0160-001-00	21112 OAK ST	10,493.01
16	415-0160-002-00	21120 OAK ST	9,708.00
17	415-0160-003-00	21128 OAK ST	8,934.97
18	415-0160-004-00	21134 OAK ST	8,249.53
19	415-0170-001-00	1441 ASH ST	19,353.75
20	415-0160-005-00	21144 OAK ST	7,998.00
21	415-0170-002-00	21121 OAK ST	8,138.01
22	415-0160-006-00	OAK ST	15,074.49
23	415-0170-003-00	21127 OAK ST	7,951.99
24	415-0170-004-00	OAK ST	16,106.99
25	415-0170-015-00	21120 FOOTHILL BLVD	4,796.50
26	415-0160-007-00	21258 OAK ST	9,869.01
27	415-0170-014-00	21138 FOOTHILL BLVD	9,593.48
28	415-0160-008-00	21266 OAK ST	4,754.51
29	415-0170-005-00	21229 OAK ST	8,111.51
30	415-0160-009-00	21272 OAK ST	4,917.99
31	415-0170-006-00	21241 OAK ST	8,059.51
32	415-0170-013-00	21160 FOOTHILL BLVD	9,593.99
33	415-0160-010-00	21296 OAK ST	10,087.49
34	415-0170-007-00	21249 OAK ST	8,022.00
35	415-0170-008-00	21257 OAK ST	8,251.00
36	415-0160-011-00	21320 OAK ST	7,726.00
37	415-0170-012-00	21216 FOOTHILL BLVD	14,462.48
38	415-0170-009-00	21275 OAK ST	16,596.00
39	415-0160-012-00	21338 OAK ST	7,243.50
40	415-0150-018-00	21458 GARY DR	9,999.00
41	415-0150-017-00	21472 GARY DR	9,871.51
42	415-0170-011-00	FOOTHILL BLVD	4,882.52

<u>Map ID</u>	<u>APN #</u>	<u>Address</u>	<u>Size</u>
43	415-0170-017-00	21303 OAK ST	7,354.51
44	415-0170-010-00	21284 FOOTHILL BLVD	9,493.39
45	415-0160-014-00	21406 OAK ST	7,295.02
46	415-0170-018-00	21331 OAK ST	7,605.01
47	415-0160-015-00	21420 OAK ST	7,456.48
48	415-0170-019-00	21339 OAK ST	7,533.01
49	415-0160-026-00	21457 GARY DR	8,795.00
50	415-0160-016-00	21408 OAK ST	7,616.01
51	415-0170-020-00	21377 OAK ST	7,533.01
52	415-0170-016-00	21320 FOOTHILL BLVD	10,191.75
53	415-0160-025-00	21473 GARY DR	10,209.00
54	415-0170-021-00	21385 OAK ST	7,426.00
55	415-0160-024-00	1490 GROVE WAY	8,551.06
56	415-0160-023-00	1482 GROVE WAY	8,237.01
57	415-0170-022-00	21407 OAK ST	7,531.50
58	415-0160-018-00	21454 OAK ST	7,403.52
59	415-0170-023-00	21425 OAK ST	7,033.98
60	415-0160-022-00	1474 GROVE WAY	8,403.98
61	415-0160-019-00	21462 OAK ST	7,536.98
62	415-0180-070-00	1491 GROVE WAY	7,119.66
63	415-0170-024-00	21431 OAK ST	6,936.01
64	415-0160-020-00	21484 OAK ST	7,334.99
65	415-0170-025-00	21447 OAK ST	14,561.00
66	415-0180-071-00	1483 GROVE WAY	6,359.51
67	415-0180-068-01	GROVE WAY	73,087.91
68	415-0180-072-00	1475 GROVE WAY	6,439.96
69	415-0180-069-01	GROVE WAY	131,903.58
70	415-0170-029-02	OAK ST	14,193.50
71	415-0180-073-00	1459 GROVE WAY	36,440.00
72	415-0180-074-00	GROVE WAY	16,254.00
73	415-0180-075-00	1435 GROVE WAY	35,226.03
74	415-0180-076-00	21502 FOOTHILL BLVD	16,286.99
75	415-0180-080-00	FOOTHILL BLVD	8,623.02
76	415-0180-081-01	FOOTHILL BLVD	41,894.59
77	415-0180-082-01	21660 FOOTHILL BLVD	40,686.95
78	415-0190-064-00	GARY DR	354,939.03
79	415-0180-083-01	FOOTHILL BLVD	27,210.99
80	415-0180-084-01	FOOTHILL BLVD	19,176.01
81	415-0210-053-02	22223 N 3RD ST	57,106.49
82	415-0210-050-01	1452 CRESCENT AVE	73,096.93
83	415-0230-005-00	1481 CRESCENT AVE	52,751.51
84	415-0230-011-00	22447 RUBY ST	7,470.99
85	415-0230-012-00	22459 RUBY ST	6,694.03
86	415-0230-003-00	CRESCENT AVE	13,892.52
87	415-0230-014-00	RUBY ST	52,300.52

<u>Map ID</u>	<u>APN #</u>	<u>Address</u>	<u>Size</u>
88	415-0230-002-00	CRESCENT AVE	298.00
89	415-0230-013-00	RUBY ST	13,794.15
90	415-0230-070-00	1473 CRESCENT AVE	12,927.96
91	415-0230-069-00		297.50
92	415-0230-015-00	RUBY ST	6,439.00
93	415-0230-073-00	ROCKAWAY LN	33,085.43
94	415-0230-016-00	22513 RUBY ST	6,344.51
95	415-0230-017-00	RUBY ST	7,040.47
96	415-0230-019-00	RUBY ST	8,378.49
97	415-0230-072-00	ROCKAWAY LN	10,154.02
98	415-0230-018-00	RUBY ST	5,239.99
99	415-0230-074-00	22400 ROCKAWAY LN	5,936.05
100	415-0230-021-00	1432 A ST	6,933.49
101	415-0230-075-00	22400 ROCKAWAY LN	21,615.97
102	415-0230-076-00	22412 ROCKAWAY LN	1,809.02
103	415-0230-030-00	22315 ROCKAWAY LN	11,346.01
104	415-0230-022-00	1424 A ST	7,595.50
105	415-0230-077-00	22412 ROCKAWAY LN	15,922.98
106	415-0230-023-00	1418 A ST	11,294.01
107	415-0230-079-00	22422 ROCKAWAY LN	4,551.02
108	427-0036-033-01	B ST	168,273.06
109	415-0230-078-00	22422 ROCKAWAY LN	33,957.05
110	415-0230-024-00	1404 A ST	7,021.49
111	427-0031-014-04	4TH ST	16,154.17
112	427-0036-042-00	1485 B ST	7,373.62
113	427-0036-041-00	1471 B ST	7,781.61
114	427-0036-055-01	B ST	144,768.03
115	415-0240-011-00	1299 RUSSELL WAY	5,690.02
116	415-0240-012-00	1296 A ST	6,210.00
117	427-0031-042-00	22635 4TH ST	5,056.44
118	427-0041-046-00	1421 C ST	55,674.71
119	427-0031-043-00	22645 4TH ST	5,034.71
120	427-0031-044-00	22655 4TH ST	4,423.56
121	427-0031-045-00	1392 C ST	4,340.38
122	427-0026-009-00	1375 C ST	8,690.61
123	427-0026-019-00	22737 4TH ST	4,718.35
124	427-0041-047-00	1418 D ST	44,325.03
125	427-0026-020-00	22747 4TH ST	5,291.09
126	427-0026-022-00	22761 4TH ST	7,258.64
127	427-0026-023-00	1384 D ST	14,371.04
128	427-0046-036-00	1415 CLAY ST	22,257.69
129	427-0026-039-00	D ST	18,045.00
130	427-0026-038-01	D ST	35,664.82
131	427-0046-037-00	CLAY ST	14,896.67
132	427-0026-040-00	1409 CLAY ST	26,208.99

<u>Map ID</u>	<u>APN #</u>	<u>Address</u>	<u>Size</u>
133	427-0046-038-00	1392 E ST	56,585.09
134	427-0046-029-00	E ST	42,473.71
135	427-0026-042-00	E ST	29,629.23
136	427-0026-043-00	1350 E ST	37,028.29
137	427-0026-041-00	1368 E ST	6,932.82
138	427-0026-045-00	1332 E ST	9,114.42
139	426-0200-001-00	1365 E ST	17,099.99
140	426-0200-002-00	1349 E ST	15,855.66
141	426-0200-003-00	1335 E ST	30,356.07
142	426-0200-014-01	2ND ST	43,146.35
143	426-0200-014-02	23998 2ND ST	3,205.89
144	445-0040-011-03	1279 WALPERT ST	63,703.97
145	445-0050-001-07	2ND ST	448,212.75
146	445-0060-005-00	24537 2ND ST	8,660.62
147	445-0060-003-00	24529 2ND ST	9,963.86
148	445-0060-002-00	24517 2ND ST	9,797.34
149	445-0070-078-00	2ND ST	186,935.33
150	445-0120-022-01	1243 HIGHLAND BLVD	135,887.84
151	445-0060-041-01	1347 HIGHLAND BLVD	61,083.08
152	445-0130-095-00	1221 HIGHLAND BLVD	6,206.77
153	445-0120-035-01	1236 HIGHLAND BLVD	151,932.68
154	445-0060-047-01	1402 HIGHLAND BLVD	79,818.58
155	445-0180-001-00	OVERLOOK AVE	1,281,505.24
156	445-0160-038-01	1055 REDSTONE PL	163,577.63
157	445-0170-017-01	1127 TAMALPAIS PL	160,202.61
158	445-0170-020-01	1175 OVERLOOK AVE	36,794.00
159	445-0170-023-00	1087 PALISADE ST	12,055.53
160	445-0170-034-01	25036 CARLOS BEE BLVD	113,651.51
161	445-0170-038-03	1151 OVERLOOK AVE	50,905.96
162	445-0200-012-01	25000 MISSION BLVD	424,752.42
163	445-0270-054-02	25373 BUNKER HILL CT	415,394.95
164	445-0210-032-02	25108 DEL MAR AVE	24,551.22
165	445-0210-025-01	25106 BELMONT AVE	27,521.08
166	445-0260-109-01	25472 BUNKER HILL BLVD	201,604.77
167	445-0210-001-01	25124 MISSION BLVD	29,616.39
168	445-0260-084-01	25564 MAITLAND DR	433,505.36
169	445-0260-002-00	MAITLAND DR	6,023.41
170	445-0260-018-01	25673 MAITLAND DR	97,169.76
171	445-0250-059-01	25832 BUNKER HILL BLVD	157,018.33
172	445-0250-041-01	25777 BUNKER HILL BLVD	122,971.47
173	445-0250-060-00	HARDER RD	246,696.38
174	445-0250-024-01	1105 CENTRAL BLVD	63,271.38
175	078C-0800-002-02	HARDER RD	3,424,316.57
176	445-0240-054-00	HARDER RD	13,137.40
177		<i>Number Not Used</i>	

<u>Map ID</u>	<u>APN #</u>	<u>Address</u>	<u>Size</u>
178	078C-0648-001-01	CALHOUN ST	64,965.78
179	078C-0641-001-00	CALHOUN ST	6,292.34
180	078C-0642-001-07	982 BROADWAY ST	5,318.11
181	078C-0642-001-10	962 BROADWAY ST	6,942.14
182	078C-0642-001-11	940 BROADWAY ST	6,735.93
183	078C-0641-010-01	E 17TH ST	52,165.41
184	078C-0640-007-04	DOUGLAS ST	28,781.87
185	078C-0635-013-01	DOUGLAS ST	36,211.41
186	078C-0626-001-07	29290 MISSION BLVD	632,387.79
187	078C-0626-003-09	MISSION BLVD	421,080.58
188	078C-0626-003-16	MISSION BLVD	65,560.01
189	078C-0441-001-23	MISSION BLVD	22,704.35
190	078C-0441-001-24	MISSION BLVD	3,402.57
191	078C-0447-003-01	29115 MISSION BLVD	18,993.46
192	078C-0447-003-02	29131 MISSION BLVD	19,410.96
193	078C-0455-001-07	29290 MISSION BLVD	17,168.59
194	078C-0455-005-02	29380 MISSION BLVD	25,452.60
195	078C-0438-006-00	29213 MISSION BLVD	19,099.57
196	078C-0447-006-02	380 VALLE VISTA AVE	17,950.70
197	078C-0455-003-00	29350 MISSION BLVD	20,410.54
198	078C-0455-004-00	29362 MISSION BLVD	40,773.68
199	078C-0438-008-00	MISSION BLVD	29,489.48
200	078C-0438-005-00	381 VALLE VISTA AVE	43,374.23
201	078C-0438-009-00	29335 MISSION BLVD	30,102.69
202	078C-0438-010-00	29339 MISSION BLVD	37,114.08
203	078C-0438-011-01	MISSION BLVD	54,967.94
204	078C-0438-019-01	DIXON ST	255,008.71
205	078C-0438-013-06	29497 MISSION BLVD	36,449.43
206	078C-0438-014-00	29547 MISSION BLVD	27,125.59
207	078C-0435-002-01	DIXON ST	35,378.20
208	083-0460-006-03	INDUSTRIAL PKWY	146,960.22
209	078C-0435-006-00	29599 DIXON ST	42,994.17
210	078C-0436-001-07	29629 DIXON ST	31,311.14
211	078C-0436-010-03	INDUSTRIAL PKWY	33,239.20

EXHIBIT B

Exhibit B - Corridor Single-Family Residences

SFR #	MAP#	SPN	ADDRESS
1	40	43040	21458 Gary Drive
2	41	43039	21472 Gary Drive
3	49	40772	21457 Gary Drive
4	53	40773	21473 Gary Drive
5	55	43082	1490 Grove Way
6	56	40774	1482 Grove Way
7	60	40771	1474 Grove Way
8	61	40768	21462 Oak Street
9	62	39382	1491 Grove Way
10	64	40770	21484 Oak Street
11	66	32641	1483 Grove way
12	68	32642	1475 Grove Way
13	82	32615	22250 N. Third Street
14	82	32617	22220 N. Third Steet
15	82	32612	1444 Crescent Ave
16	82	32613	1446 Crescent Ave
17	82	32613	1448 Crescent Ave
18	82	32656	1533 Knox
19	83	32657	1481 Crescent Ave
20	84	32662	22447 Ruby Street
21	85	32618	22459 Ruby Street
22	90	32657	1473 Crescent Ave
23	94	32663	22513 Ruby Street
24	104	32667	1424 A Street
25	108	32736	1430 B Street
26	108	32737	22532 Fourth Street
27	108	32738	1442 B Street
28	108	32739	1436 B Street
29	108	32740	1422 B Street
30	108	32741	1410 B Street
31	108	32743	22589 Chestnut
32	108	32745	22597 Chestnut
33	108	32746	1456 B Street
34	108	39390	22581 Chestnut
35	108	39391	22573 Chestnut
36	108	39392	22565 Chestnut
37	114	32708	22646 Fourth Street
38	114	32747	1454 C Street
39	114	32748	1445 B Street
40	114	32749	1436 C Street

SFR #	MAP #	SPN	ADDRESS
41	114	32754	1444 C Street
42	114	32757	22642 Fourth Street
43	114	32758	1416 C Street
44	114	32759	1410 C Street
45	114	32760	1402 C Street
46	114	39394	1465 B Street
47	115	42495	1299 Russell
48	116	42496	22441 Dole Way
49	116	42496	1296 A Street
50	118	32762	1441 C Street
51	118	32763	1431 C Street
52	118	32764	1421 C Street
53	118	32765	22716 Fourth Street
54	121	39386	1392 C Street
55	124	32770	22750 Fourth Street
56	124	32771	22758 Fourth Street
57	124	32772	22766 Fourth Street
58	124	32775	1416 D Street
59	124	32774	1422 D Street
60	124	32773	1434 D Street
61	126	32780	22761 Fourth Street
62	126	32780	22763 Fourth Street
63	126	32780	22765 Fourth Street
64	127	32781	1384 D Street
65	127	32781	1388 D Street
66	128	32784	1413 D Street
67	128	32783	1421 D Street
68	128	32782	1431 D Street
69	128	32784	1415 Clay Street
70	133	38912	1425 Clay Street
71	133	38913	1419 Clay Street
72	139	32694	1365 E Street
73	140	32693	1349 E Street
74	141	32692	1335 E Street
75	145	32700	24237 Second Street
76	145	32701	24249 Second Street
77	145	32702	24261 Second Street
78	145	32703	24275 Second Street
79	146	39349	24537 Second Street
80	147	44586	24529 Second Street
81	148	44585	24517 Second Street
82	150	32704	1299 Highland Avenue
83	150	36256	1243 Highland Avenue
84	150	36257	1251 Highland Avenue

SFR #	MAP #	SPN	ADDRESS
85	150	36258	1259 Highland Avenue
86	150	36259	1270 Tiegen
87	150	36262	1267 Highland Avenue
88	150	36263	1273 Highland Avenue
89	150	36264	1281 Highland Avenue
90	150	36265	1291 Highland Avenue
91	150	36267	1307 Highland Avenue
92	150	36268	1315 Highland Avenue
93	150	36269	1321 Highland Avenue
94	150	36270	1327 Highland Avenue
95	150	36271	1333 Highland Avenue
96	150	36272	1337 Highland Avenue
97	150	36273	1341 Highland Avenue
98	151	36275	1353 Highland Avenue
99	151	36276	1361 Highland Avenue
100	151	36278	1373 Highland Avenue
101	151	36279	1379 Highland Avenue
102	151	36280	1387 Highland Avenue
103	152	36488	1221 Highland Avenue
104	153	32587	1284 Highland Avenue
105	153	32597	1274 Highland Avenue
106	153	33544	1260 Highland Avenue
107	153	36244	1338 Highland Avenue
108	153	36246	1324 Highland Avenue
109	153	36247	1316 Highland Avenue
110	153	36248	1308 Highland Avenue
111	153	36249	1302 Highland Avenue
112	153	36250	1292 Highland Avenue
113	153	36251	1268 Highland Avenue
114	153	36252	1252 Highland Avenue
115	153	36253	1244 Highland Avenue
116	153	36486	1236 Highland Avenue
117	156	36223	1055 Redstone
118	156	36224	1069 Redstone
119	156	36225	1071 Redstone
120	156	36226	1079 Redstone
121	156	36227	1087 Redstone
122	156	36228	1086 Redstone
123	156	36229	1078 Redstone
124	156	36230	1070 Redstone
125	157	33891	1138 Palisade
126	157	33892	1174 Overlook
127	157	33893	1198 Overlook
128	157	33896	1108 Palisade

SFR #	MAP #	SPN	ADDRESS
129	157	33899	1127 Tamalpais
130	157	33900	1135 Tamalpais
131	157	36219	1150 Tamalpais
132	157	36220	1142 Tamalpais
133	157	36221	1134 Tamalpais
134	157	36222	1126 Tamalpais
135	158	33546	1187 Overlook
136	158	33889	1175 Overlook
137	158	33890	1199 Overlook
138	159	39285	1087 Palisade
139	160	33882	25096 Carlos Bee Blvd.
140	160	33883	1138 Overlook
141	160	33884	1139 Palisade
142	160	33897	1115 Palisade
143	160	33898	1105 Palisade
144	161	33888	1155 Palisade
145	163	32707	25314 Bunkerhill
146	163	32722	25346 Bunkerhill
147	163	38926	25338 Bunkerhill
148	163	38930	25362 Bunkerhill
149	163	38932	25386 Bunkerhill
150	163	38933	25311 Bunkerhill
151	163	38936	25361 Bunkerhill
152	163	38939	25373 Bunkerhill
153	164	33855	25108 Delmar
154	164	33857	25141 Delmar
155	164	42057	25124 Delmar
156	165	33852	25106 Belmont
157	165	33853	25111 Delmar
158	165	33854	25105 Delmar
159	165	36484	25112 Belmont
160	165	36485	25121 Delmar
161	165	39380	25118 Belmont
162	165	39381	25131 Delmar
163	166	32720	25410 Bunkerhill
164	166	39020	25426 Bunkerhill
165	166	39021	25450 Bunkerhill
166	166	39022	25464 Bunkerhill
167	166	39023	25472 Bunkerhill
168	166	39028	25550 Bunkerhill
169	166	39031	25568 Bunkerhill
170	167	33846	25123 Belmont
171	167	33850	25115 Belmont
172	168	32709	25564 Maitland

SFR #	MAP #	SPN	ADDRESS
173	168	32710	25584 Maitland
174	168	32712	25672 Maitland
175	168	32716	25600 Maitland
176	168	38963	1054 Central
177	168	38965	1058 Central
178	168	38966	25552 Maitland
179	168	38968	25560 Maitland
180	168	38972	25568 Maitland
181	168	38977	25588 Maitland
182	168	38991	25720 Maitland
183	168	39008	25591 Bunkerhill
184	168	39009	25655 Bunkerhill
185	168	39011	25669 Bunkerhill
186	168	39013	25689 Bunkerhill
187	170	32719	25721 Maitland
188	170	38978	25673 Maitland
189	170	38979	25685 Maitland
190	170	38979	25697 Maitland
191	171	39046	25832 Bunkerhill
192	171	39047	25840 Bunkerhill
193	171	39060	25931 Central
194	172	32721	25825 Bunkerhill
195	172	39018	25777 Bunkerhill
196	172	39063	25853 Bunkerhill
197	172	39064	25879 Bunkerhill
198	174	38986	1105 Central
199	174	39045	1119 Central
200	174	39066	1133 Central
201	174	39067	1147 Central
202	174	39068	1161 Central
203	174	39070	1183 Central
204	174	39071	1191 Central
205	174	39072	25916 Central
206	180	42472	982 Broadway
207	181	42473	962 Broadway
208	184	39080	984 Douglas
209	184	39081	961 Broadway
210	184	39082	981 Broadway
211	185	39100	931 Douglas
212	192	39112	29131 Mission Blvd.

EXHIBIT C

EXHIBIT C

Lump Sum Stipend Calculation Table

UNIT TYPE>	Apartments						Single-Family Residences/Duplexes					
	1-BdRm	2-BdRm	3-BdRm	4-BdRm	5-BdRm	6-BdRm	1-BdRm	2-BdRm	3-BdRm	4-BdRm	5-BdRm	6-BdRm
Moving Stipend *	\$1,425	\$1,650	\$1,900	\$2,150	\$2,375	\$2,600	\$1,650	\$1,900	\$2,150	\$2,375	\$2,600	\$2,825
Rent Differential **	\$210	\$339	\$480	\$628	\$717	\$1,014	\$210	\$339	\$480	\$628	\$717	\$1,014
Total Extremely Low	\$13,230	\$21,357	\$30,240	\$39,564	\$45,171	\$63,882	\$13,230	\$21,357	\$30,240	\$39,564	\$45,171	\$63,882
Total Very Low	\$11,025	\$17,798	\$25,200	\$32,970	\$37,643	\$53,235	\$11,025	\$17,798	\$25,200	\$32,970	\$37,643	\$53,235
Total Low Income	\$8,820	\$14,238	\$20,160	\$26,376	\$30,114	\$42,588	\$8,820	\$14,238	\$20,160	\$26,376	\$30,114	\$42,588
Total Moderate Income	\$2,520	\$4,068	\$5,760	\$7,536	\$8,604	\$12,168	\$2,520	\$4,068	\$5,760	\$7,536	\$8,604	\$12,168

*Moving Stipend" provided as shown per described unit.

"Rent Differential" provided times 42 months for all low income households, and times 12 months for all moderate income households; with a 1.25% multiplier for "Very Low" and a 1.50% multiplier for "Extremely Low".

Total Lump Sum Payment***

Total Extremely Low	\$14,655	\$23,007	\$32,140	\$41,714	\$47,546	\$66,482	\$14,880	\$23,257	\$32,390	\$41,939	\$47,771	\$66,707
Total Very Low	\$12,450	\$19,448	\$27,100	\$35,120	\$40,018	\$55,835	\$12,675	\$19,698	\$27,350	\$35,345	\$40,243	\$56,060
Total Low Income	\$10,245	\$15,888	\$22,060	\$28,526	\$32,489	\$45,188	\$10,470	\$16,138	\$22,310	\$28,751	\$32,714	\$45,413
Total Moderate Income	\$3,945	\$5,718	\$7,660	\$9,686	\$10,979	\$14,768	\$4,170	\$5,968	\$7,910	\$9,911	\$11,204	\$14,993

Footnotes:

* "Moving Stipend" amounts are per-room payments based on Caltrans' "Fixed Moving Schedule". The base assumption for a 1-bedroom unit is 4 rooms plus a 'bonus' room for apartments (= 5 total rooms); and 4 rooms plus 2 'bonus' rooms for Single Family Residences (SFR) and/or Duplexes (= 6 total rooms). One room is added to this base for each additional bedroom. For example, a 2-bedroom apartment would be 6 total rooms; and a 2-bedroom SFR would be 7 total rooms.

** "Rent Differential" is the difference between the average rent for the size of the unit (based on number of bedrooms) and fair market rents for FY 2008 for Alameda County as calculated and published by the Federal Department of Housing and Urban Development (HUD). Household income limits for "Extremely low", "Very Low", "Low" and "Moderate" are for Alameda County established by the Federal Department of Housing and Urban Development (HUD) as of August 2008. Total Rent Differential for low, very low, and extremely low income households is calculated by multiplying the base differential by 42 months consistent with Caltrans' current Relocation Assistance Plan (RAP) procedures times the respective multipliers as indicated above. Total Rent Differential for moderate income households is calculated by multiplying the base differential by 12 months. This later is offered as a good-faith contribution by the Public Partners to assist moderate income families in these tough economic times.

*** Total is derived by adding "Moving Stipend" and "Rent Differential" together for each Income Level per Unit Size.

EXHIBIT D

EXHIBIT D:

Acknowledgement and Receipt

I hereby acknowledge that I am a Class Member and that I have read and understand the Release of Claims and Waiver of California Civil Code §1542 provisions contained in the Joint Stipulation of Class Settlement and Class Settlement Agreement and Release (“Settlement Agreement”), approved by the Court in its Final Approval Order (“Approval Order”) dated _____ . Section XVI of the Court-approved Settlement Agreement is attached hereto as reference.

I further hereby acknowledge receipt of Check/Warrant Number _____ payable by the City of Hayward to me in the amount of \$ _____ in full and final payment of the Lump Sum Stipend payable to me and members of my Eligible Tenant Household pursuant to the Settlement Agreement and Approval Order.

RECIPIENT/TENANT

Name (*Please Print*)

Street Address (*Please Print*)

Signature

Date

WITNESS/ADDRESS VERIFICATION

Name (*Please Print*)

Title (*Please Print*)

Signature

Date

EXHIBIT D:

The following is contained in Section XIV of the Joint Stipulation of Class Settlement and Class Settlement Agreement and Release as approved by the Court and signed by all parties:

XIV RELEASE OF CLAIMS

A. **Release of Claims:** For and in consideration of the Department's and the City's obligations herein, as of the date the Final Approval Order is entered by the Court, each and every Class Member and the Caltrans Tenants Organization hereby releases the Defendants and each of their agents, officers, and employees from any claims, demands, actions, transactions, interactions, or causes of action related to the future sale and disposition of the Excess Properties (collectively "Claims"), in existence as of the date of the Preliminary Approval Order, that were brought, or could have been brought in this action ("Released Claims"). The Released Claims include only Claims that are susceptible to Class resolution, whether they were or could have been asserted by the Class as a whole or by individual Class Members. The Released Claims include but are not limited to any Claims for relocation assistance and replacement housing benefits pursuant to California Government Code §§14528.5, et seq., 25 C.C.R. § 6034(b)(3) and the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, 42 U.S.C. §§4622-4655, Claims for home purchase obligations or assistance pursuant to California Government Code §§54235, et seq., and Claims for compliance with environmental requirements pursuant to the National Environmental Policy Act of 1969, 49 U.S.C. § 4332(2)(c) and the California Environmental Quality Act, Public Resources Code §§ 21000, et seq., that might otherwise arise out of the sale and disposition of the Excess Properties.

B. **Waiver of California Civil Code Section 1542:** With respect to the subject matter of their respective Released Claims, Class Members and the Caltrans Tenants Organization expressly waive and relinquish the provisions, rights, and benefits of Section 1542 of the California Civil Code and any analogous law, statute, or rule. Section 1542 states:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

EXHIBIT E

How do I get started?

- 1. Attend a Workshop** - A list of approved First-Time Homebuyer Workshops may be downloaded from the City of Hayward website (www.hayward-ca.gov). You may also obtain the list by calling the City's Redevelopment/Housing Division at (510) 583-4244.
- 2. Become Pre-Approved for a First Mortgage** - Contact an approved account executive to be pre-approved for a home loan and to check your eligibility for the FHP.
- 3. Find a Home** - Locate a house or townhome within the incorporated areas of Hayward.
- 4. Sign a Contract** - Enter into a written contract with the seller to purchase the property.
- 5. Finalize your Mortgage** - See your lender to finalize your mortgage and FHP loan. The lender will submit an application to the City for approval. The City will verify your eligibility and that of the home to be purchased and approve the FHP loan.
- 6. Sign the Loan Papers** - Following application approval, you will sign the FHP loan documents and the first mortgage loan documents before the close of escrow.
- 7. Enjoy Your New Home!** - The City will deposit the down payment and/or closing assistance funds in the escrow account for your mortgage. When escrow closes, you are now able to move into your new home!

First-Time Homebuyer Assistance Program Approved Account Executives

The following account executives are approved to participate in the First-Time Homebuyer Assistance Program (FHP). Please contact one of these approved account executives to become pre-approved. These participating lenders will also determine your initial eligibility for the FHP. If you are unsure about whether your lender is approved for the FHP, please call (888) 572-1222 ext. 110.

Bank of America

Wells Fargo Home Mortgage

Countrywide Home Loans

First Home, Inc.

(415) 561-5600 x 107

Neighborhood Housing Services Silicon Valley
1156 North Fourth Street
San Jose, CA 95112
(408) 279-2600

All of the above lenders are approved to offer California Housing Finance Agency (CalHFA) loans which include several down payment assistance program loans for qualified buyers. For more details, visit the CalHFA website at: www.calhfa.ca.gov



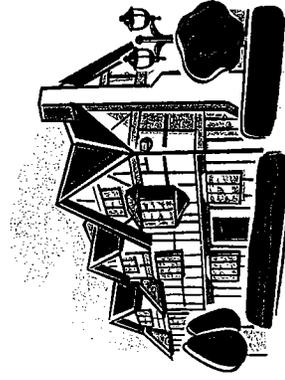
Equal Housing Opportunity

EXHIBIT E



Redevelopment/Housing
Division

First-Time Homebuyer Assistance Program



Updated August, 2009

What is the First-Time Homebuyer Assistance Program?

The City of Hayward is committed to increasing the number of residents who own their homes.

The City recognizes that there are many families who want to own a home and can qualify for a mortgage and afford the monthly payments, but are unable to save enough for a down payment. The First-Time Homebuyer Program (FHP) helps eligible families purchase a home in the City of Hayward.

The FHP is designed to work with a number of different mortgage programs. The FHP provides down payment and closing cost assistance.

Am I eligible for the program?

The FHP is designed to help first-time homebuyers who, without City assistance, would not be able to own a home.

- To qualify, you must NOT have owned a home, condominium or townhome within the last three (3) years.
- You must not earn more than 80% or 120% of the area median income (AMI) adjusted by household size as listed in the following table:

FHP INCOME LIMITS

Family Size	Low Income Limit (80% of AMI)	Moderate Income Limit (120% of AMI)
1	\$46,350	\$75,000
2	\$53,000	\$85,700
3	\$59,600	\$96,450
4	\$66,250	\$107,150
5	\$71,550	\$115,700
6	\$76,850	\$124,300

What are the terms of the FHP loan?

The City will provide a loan of up to \$40,000 to qualified low-income homebuyers and up to \$30,000 to moderate-income homebuyers (see FHP INCOME LIMITS on the previous column). The funds may be used for:

- Down Payment Assistance; and/or
- Closing Cost Assistance

The FHP assistance is a 30-year loan. Full amortization starts on year six with a 3.5% interest rate. No principal and interest accrue during the first five years. The loan is secured by a second deed of trust.

You must have a down payment of at least 3% of the purchase price, plus funds for recurring closing costs. If a CalHFA or FHA loan is used in conjunction with the City's assistance, you must pay at least 1% of the purchase price plus recurring closing costs from your own funds.

Starting on year 6, loan payments are due to the City on the first of each month and must be made by an electronic transfer of funds from your checking/savings account to the City. Borrowers authorize this transaction and agree to maintain sufficient funds in their account for these payments.

What kind of home can I purchase?

- You may purchase any new or existing home, single-family detached, or town home (no manufactured housing units, duplexes or mobile homes).
- The home must be located within the municipal boundaries of the City of Hayward (i.e., homes within the unincorporated areas do not qualify for assistance).

The City cannot provide assistance to purchase properties with health and safety deficiencies or structural problems.

Do I need to qualify for a mortgage?

Yes. In order to receive assistance, you must qualify for a home mortgage. Any of the participating lenders listed on the back of this brochure can determine if you qualify for a first mortgage and for the City's First-Time Homebuyer Assistance Program. **You MUST use a lender listed in this brochure to participate in this program.**

A suggested debt-to-income ratio should not exceed 45% of gross income for housing costs, housing debt and other debt. All loan applicants are required to attend a homebuyer workshop (see more below) and have a minimum credit score of 620.

Can my family really afford to own a home?

To find out if homeownership is right for you, call for a listing of Homebuyer Workshops. The Workshops take you through the entire home buying process step-by-step. Topics include: deciding whether homeownership is right for you, shopping for the home that meets your needs, obtaining a home mortgage, closing the sale, and maintaining your new home. By attending a Workshop you will know more about the home buying process and will be able to negotiate the purchase and financing of a home that is right for YOU. You will understand the terms of your mortgage and be confident that you can afford homeownership.

You may download a list of approved Homebuyer Workshops from the City of Hayward website (www.hayward-ca.gov). You may also obtain the list by calling the City's Redevelopment/Housing Division at (510) 583-4244.

For general program inquiries, please send an email to: info@myhomegateway.com or call (888) 572-1222 ext. 110.

A \$200 processing fee is charged for each loan