

99\* 1514403

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

Pike Properties Associates, L.P.  
c/o Allen, Matkins, Leck, Gamble & Mallory LLP  
515 South Figueroa Street, 7th Floor  
Los Angeles, California 90071-3398  
Attention: Michael H. Cerrina, Esq.

(Space Above For Recorder's Use)

### PARKING AGREEMENT

This Parking Easement (this "**Easement Agreement**") is executed this 6<sup>5</sup> day of August, 1999, by and between PIKE PROPERTIES ASSOCIATES, L.P., a Delaware limited partnership ("**Pike**") and CAMDEN REALTY, INC., a Delaware corporation ("**Camden**").

### RECITALS

A. Pike and Camden, or its predecessor-in-interest, entered into that certain Purchase and Sale Agreement and Joint Escrow Instructions, dated June 18, 1999, as amended (the "**Purchase Agreement**"), with respect to certain real property, together with improvements located thereon, if any, as more particularly described on Exhibit A, attached hereto (the "**Camden Property**").

B. Pursuant to the Purchase Agreement, Pike has sold to Camden, and Camden has purchased from Pike, the Camden Property, upon terms and conditions more particularly set forth in the Purchase Agreement.

C. Pike currently owns certain real property, together with improvements thereon known as the "GTE Building", more particularly described on Exhibit B attached hereto (the "**Pike Property**"), which Pike Property is adjacent to the Camden Property.

D. Pursuant to the terms of the Purchase Agreement, Camden is obligated to grant to Pike, its successors and assigns, an easement for certain parking rights with respect to the Camden Property in order for Pike to fulfill and maintain certain parking space requirements granted to the tenant under the GTE Lease (as hereinafter defined) in connection with the Pike Property.

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## AGREEMENT

Now therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Camden and Pike do hereby agree as follows:

### 1. Provision of Parking.

1.1 Nature of Easement Granted. Camden hereby grants to Pike an easement for parking purposes, as more specifically set forth herein, which grant is made and accepted on the condition that, subject to Section 7 below, such easement shall only exist for so long as Pike timely makes the payments of Parking Rent as specified in Section 2 below and otherwise performs its obligations hereunder.

### 1.2 Surface Parking Spaces.

1.2.1 In General. Subject to the terms of this Easement Agreement, Camden shall make available to Pike the "Stipulated Quantity," as that term is defined below, of outdoor, surface parking spaces (the "Surface Parking Spaces") to be located within the area outlined on Exhibit C attached to this Easement Agreement (the "Surface Parking Area"), which Surface Parking Area comprises a portion of the Camden Property. Pike's right to use such parking spaces shall be conditioned upon Pike's payment of the "Parking Rent" on the terms specified below, and performance of its obligations hereunder. Camden shall have the right to relocate the Surface Parking Spaces from time to time as reasonably required by Camden to accommodate Camden's development of the Camden Property, or any portion thereof; provided, however, that such relocated Surface Parking Spaces must be located within the Surface Parking Area. The portion of the Surface Parking Area to which such Surface Parking Spaces are relocated must include paving, striping, lighting and fencing comparable to or better than that contained in the portion of the Surface Parking Area being used by Pike immediately prior to such relocation. Such paving, striping, lighting and fencing shall be provided at Camden's sole cost and expense. Camden shall give Pike not less than thirty (30) days' prior written notice of Camden's intent to relocate the Surface Parking Spaces. For purposes of this Easement Agreement, the "Stipulated Quantity" shall mean 348 parking spaces; provided, however, that upon the termination of the GTE Lease, the "Stipulated Quantity" shall mean the lesser of: (i) the difference between (A) the number of parking spaces required by applicable law as in effect from time to time for the use of the GTE Building for general office purposes with not more than 107,920 rentable square feet, and (B) 122; or (ii) 348.

1.2.2 Modification of Surface Parking Area. Notwithstanding anything in Section 1.2.1 above to the contrary, Camden shall be permitted from time to time, upon notice (the "Surface Parking Area Modification Notice") to Pike, to modify the area which comprises the Surface Parking Area, provided that any such modification of the Surface Parking Area shall not cause Camden to otherwise be unable to perform its obligation to provide Surface Parking Spaces pursuant to the terms of this Easement Agreement, nor reduce the number, nor otherwise unreasonably interfere with the use, of Surface Parking Spaces to be provided to Pike pursuant to this Easement Agreement. In the event that Camden shall deliver to Pike a Surface Parking Area Modification Notice, then promptly following request by either Pike or Camden to the other party, Pike and Camden shall execute, acknowledge and deliver an amendment to this Easement Agreement, in recordable form, reflecting the modification of the Surface Parking Area.

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### 1.3 Parking Garage Spaces.

**1.3.1 In General.** Notwithstanding anything in this Easement Agreement to the contrary, at such time as Camden, at Camden's sole option, constructs or causes to be constructed a new parking garage (the "**New Parking Garage**"), Camden may relocate the Surface Parking Spaces to such New Parking Garage; provided, however, that such New Parking Garage (i) shall be located within the area outline on Exhibit D attached to this Easement Agreement (the "**New Parking Garage Area**"), which New Parking Garage Area comprises a portion of the Camden Property, and (ii) shall be constructed at Camden's sole cost and expense. Pike shall be given at least thirty (30) days prior written notice of such relocation, which notice shall also include Camden's determination of the amount of the Market Parking Rent (as hereinafter defined) therefor, and prior to the effective date of such relocation Camden shall provide written notice to Pike of the location of the New Parking Garage Spaces (as defined hereinbelow) within the New Parking Garage. No such relocation of spaces into the New Parking Garage shall reduce the Stipulated Quantity nor unreasonably interfere with the use of Pike's parking rights hereunder. The design of the New Parking Garage shall be determined by Camden, in its sole discretion. During the construction of such New Parking Garage, Camden shall continue to provide to Pike the Stipulated Quantity of Surface Parking Spaces pursuant to this Easement Agreement. Prior to the relocation of the Surface Parking Spaces to the New Parking Garage, upon not less than ten (10) business days prior notice (the "**Camden Parking Inquiry**"), Pike shall deliver notice to Camden (the "**Parking Notice**") indicating the number of parking spaces Pike desires to rent in the New Parking Garage, which amount may not exceed the Stipulated Quantity (the "**New Parking Garage Spaces**"). Subject to the terms of Section 3, below, Pike shall be obligated to rent from Camden the number of spaces set forth in the Parking Notice during the term of this Easement Agreement following Camden's relocation of the Surface Parking Spaces to the New Parking Garage, provided that in the event that Pike shall fail to timely deliver the Parking Notice, Pike shall be deemed to have elected to rent the number of parking spaces rented by Pike as of the date of Pike's receipt of the Camden Parking Inquiry, which amount may not exceed the Stipulated Quantity.

**1.3.2 Modification of New Parking Garage Area.** Notwithstanding anything in Section 1.3.1 above to the contrary, Camden shall be permitted from time to time, upon notice (the "**New Parking Garage Area Modification Notice**") to Pike, to modify the area which comprises the New Parking Garage Area, provided that any such modification of the New Parking Garage Area shall not cause Camden to otherwise be unable to perform its obligations pursuant to the terms of this Easement Agreement nor reduce the number of, or unreasonably interfere with the use of, the New Parking Garage Spaces to be provided to Pike pursuant to this Easement Agreement. In the event that Camden shall deliver to Pike a New Parking Garage Area Modification Notice, then promptly following request by either Pike or Camden to the other party, Pike and Camden shall execute, acknowledge and deliver an amendment to this Easement Agreement, in recordable form, reflecting the modification of the New Parking Garage Area.

**1.4 Exclusive Nature of Pike's Parking.** Pike shall have the exclusive and unlimited right to use the Surface Parking Spaces. In the event that Camden shall relocate the Surface Parking Spaces to the New Parking Garage, the New Parking Spaces shall be reserved parking spaces, provided that any additional spaces leased by Pike in the New Parking Garage pursuant to Section 3, below, may, at Camden's option, be reserved and/or unreserved in nature.

Notwithstanding the foregoing, Pike hereby acknowledges and agrees that the New Parking Garage may, at Camden's sole option, contain parking spaces for use by parties other than Pike.

2. **Parking Rent.** Pike shall pay Camden an amount equal to \$50.00 per month per space for the Surface Parking Spaces or the New Parking Garage Spaces, as the case may be (the "Parking Rent"); provided, however, that the Parking Rent shall be adjusted to the then "Market Parking Rent," as that term is defined, below, as of June 15, 2001, and at the end of every thirtieth (30th) month thereafter (each, a "Parking Rent Adjustment Date"); provided, however, that upon relocation of the Surface Parking Spaces into the New Parking Garage, the Parking Rent will be adjusted to the then Market Parking Rent, regardless of the date of such transfer, notwithstanding that the Parking Rent may have been adjusted less than thirty (30) months prior to such relocation to the New Parking Garage. If the Parking Rent is increased upon relocation to the New Parking Garage, then the next Parking Rate Adjustment Date shall be at the end of the thirtieth (30th) month after the effective date of such increase and at the end of every thirtieth (30th) month thereafter. Camden shall inform Pike of any increase in Parking Rent at least thirty (30) days prior to the effective date of such increase, provided, however, that any increase in Parking Rent related to the relocation of the Surface Parking Spaces to the New Parking Garage shall become effective upon the date of such relocation. If Pike disagrees with Camden's determination of the Market Parking Rent, then the Market Parking Rent shall be determined upon submission by either party to binding arbitration before a retired judge of the Superior Court of the State of California under the auspices of Judicial Arbitration & Mediation Services, Inc. During any dispute regarding the determination of the amount of Market Parking Rent, Pike shall continue to pay the amount of the Parking Rent in effect immediately prior to the disputed Parking Rent adjustment, and upon the determination in accordance with the preceding sentence, Pike shall pay Camden the difference between the amount of Parking Rent actually paid and the increased Market Parking Rent that is due, or, alternatively, Camden shall pay Pike the difference between the overage amount of Parking Rent actually paid and the decreased Market Parking Rent. The Parking Rent shall be due and payable by Pike on or before the first day of each month during the term of this Easement Agreement. For purposes of this Easement Agreement, the "Market Parking Rent" shall mean the fair market rental being charged at comparable office buildings for on-site parking spaces comparable to the spaces being leased by Pike, which comparable spaces are located in the vicinity of the building located at 200 Ocean Boulevard, Long Beach, California.

3. **Adjustment of Number of Spaces Rented by Pike.** Prior to the relocation of the Surface Parking Spaces to the New Parking Garage and subject to availability, Pike shall have the right to increase or decrease the number of Surface Parking Spaces it rents from Camden in any increment of 25 spaces effective upon December 15 of any calendar year (each, a "Quantity Adjustment Date") by giving written notice to Camden of its desire to make such increase or decrease no less than thirty (30) days prior to the applicable Quantity Adjustment Date. Following the relocation of the Surface Parking Spaces to the New Parking Garage, if applicable, (i) Pike shall have the right, subject to availability, upon each Quantity Adjustment Date, to increase the number of parking spaces it rents from Camden within the New Parking Garage in any increment of 25 spaces, upon notice to Camden not less than thirty (30) days prior to the applicable Quantity Adjustment Date, and (ii) Pike shall have the right, upon each Quantity Adjustment Date following the relocation of the Surface Parking Spaces to the New Parking Garage commencing with the third such adjustment date, to decrease the number of

parking spaces rented by Pike within the New Parking Garage in any increment of 25 spaces, upon notice to Camden not less than thirty (30) days prior to the applicable Quantity Adjustment Date, provided that in no event shall Pike be permitted to reduce the total number of parking spaces rented by Pike by more than an aggregate of 75 spaces. If at any time Pike is renting more than the Stipulated Quantity of parking spaces from Camden pursuant to this Easement Agreement and Camden reasonably requires such additional spaces for another use, Camden may give Pike notice of such fact, and Pike's license to use such additional spaces shall terminate thirty (30) days after receipt of such notice; provided, however, that (x) Camden may only terminate rental of spaces in excess of the Stipulated Quantity; (y) Camden may only terminate such excess rented spaces in increments of 25 spaces at a time; and (z) Camden may not give any such notice less than forty-five (45) days after previously giving any such notice. In all cases, aggregate Parking Rent shall reflect the number of parking spaces rented by Pike pursuant to the terms of this Easement Agreement. For purposes of this Easement Agreement, the availability of additional parking spaces for lease by Pike shall be determined by Camden, in its reasonable discretion, which shall include reasonable consideration of Camden's future anticipated parking requirements.

4. **Use and Maintenance of Spaces.** Pike shall use the Surface Parking Spaces and the New Parking Garage Spaces, as the case may be, in accordance with any reasonable rules and regulations which may be delivered by Camden to Pike and shall indemnify Camden for any and all damages, liabilities, judgments, costs, claims, liens, expenses, penalties, permits and attorneys' and consultant's fees arising from Pike's willful misconduct or negligence in its use of the Surface Parking Spaces or New Parking Garage, or that of its employees, contractors, agents or invitees; provided, however, that except as provided in this Easement Agreement, Pike shall not have any other obligation with respect to the Surface Parking Spaces or the New Parking Garage. Without limiting the generality of the foregoing, Pike shall have no obligation to maintain, pay real property taxes, or carry casualty insurance with respect to the Surface Parking Spaces or the New Parking Garage.

5. **Satisfaction of Camden's Obligations.** Pike hereby acknowledges and agrees that the rights and obligations of Camden under this Easement Agreement may be exercised or satisfied, as the case may be, by Camden or any successor-in-interest to Camden with respect to the areas comprising the Surface Parking Area or the New Parking Garage Area, as the case may be.

6. **Notices.** All notices, demands, statements, designations, approvals or other communications (collectively, "Notices") given or required to be given by either party to the other hereunder or by law shall be in writing, shall be (A) sent by United States certified or registered mail, postage prepaid, return receipt requested ("Mail"), (B) transmitted by telecopy, if such telecopy is promptly followed by a Notice sent by Mail, (C) delivered by a nationally recognized overnight courier, or (D) delivered personally. Any Notice shall be sent, transmitted, or delivered, as the case may be, to Camden or Pike, as applicable, at the appropriate address set forth below, or to such other place as the applicable party may from time to time designate in a Notice to the other party. Any Notice will be deemed given (i) three (3) business days after the date it is posted if sent by Mail, (ii) the date the telecopy is transmitted, (iii) the date the overnight courier delivery is made, or (iv) the date personal delivery is made. As of the date of

this Easement Agreement, any Notices to Camden must be sent, transmitted, or delivered, as the case may be, to the following addresses:

3 Greenway Plaza, Suite 1300  
Houston, Texas 77046  
Attention: Mr. James M. Hinton  
Fax No.: (713) 354-2708

and

Camden USA, Inc.  
c/o Camden Property Trust  
140 Newport Center Drive, Suite 210  
Newport Beach, California 92660  
Attention: Mr. Peter Cossavella  
Fax No.: (949) 718-4839

As of the date of this Easement Agreement, any Notices to Pike must be sent, transmitted, or delivered, as the case may be, to the following address:

Pike Properties Associates, L.P.  
c/o AEW Capital Management, L.P.  
601 South Figueroa Street, Suite 2150  
Los Angeles, California 90017  
Attention: General Counsel  
Fax No.: (213) 629-9160

7. **Termination of Easement Agreement.** Notwithstanding anything in this Easement Agreement to the contrary, this Easement Agreement shall automatically terminate upon Pike's failure to make any payment of Parking Rent to Camden hereunder or Pike's failure to perform any other covenant or obligation of Pike under this Easement Agreement within the timeframes required by this Easement Agreement; provided, however, upon Pike's failure to make any payment of Parking Rent and/or perform any other obligation or covenant hereunder, Camden shall first provide Pike with written notice of Pike's failure to make any such Parking Rent payment and/or perform such obligation. Thereafter, Pike shall have the right to cure such default by paying to Camden any outstanding sums of Parking Rent or performing such obligation within ten (10) days of receipt of the notice of default. Upon the termination of this Easement Agreement, Pike and Camden shall each execute and deliver a termination instrument or other appropriate document in recordable form to evidence the termination of this Easement Agreement.

8. **Binding Effect, Covenants Running With the Land.** The provisions of this Easement Agreement shall be binding upon and inure to the benefit of the heirs, representatives, successors and assigns of the parties hereto and the owners of the Camden Property and the Pike Property. The parties hereto shall be permitted to assign and transfer their respective rights and obligations hereunder in connection with such party's sale or other transfer of the Camden Property and/or the Pike Property, as applicable, and upon such sale the selling party shall be relieved of its personal obligations hereunder and such obligations shall be binding on the purchaser thereof. All the provisions, agreements, rights, conditions and obligations

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contained in this Easement Agreement shall be binding upon the parties hereto and their respective representatives, heirs, successors and assigns and all other persons acquiring any interest in any portion of the Pike Property or the Camden Property and shall inure to the benefit of the parties hereto and their respective representatives, successors, heirs and assigns. Subject to the payment by the owner of the Pike Property of the Parking Rent, and the performance of its other obligations, as required hereunder, the provisions of this Easement Agreement shall be enforceable as equitable servitudes and constitute covenants running with the land pursuant to applicable law, including, but not limited to, Section 1468 of the California Civil Code. It is expressly acknowledged that each covenant to do or refrain from doing some act on the Camden Property (i) is a burden upon the Camden Property for the benefit of the Pike Property, (ii) runs with each of the Camden Property and the Pike Property, and (iii) shall be binding upon each successive owner during its ownership of each of the Pike Property or the Camden Property, all subject to the payment of the Parking Rent by the owner of the Pike Property, and the performance of its other obligations, as required hereunder.

9. **Late Charge; Interest.** In the event that Pike fails on two (2) occasions or more during any single calendar year to make the monthly payment of Parking Rent when due, then commencing upon the second such delinquency, Pike shall pay a late charge equal to five percent (5%) of the delinquent amount in order to offset Camden's administrative expenses in correcting such delinquency, and such second (and subsequent events of) delinquency of Parking Rent payments shall bear interest from the date due until paid at the rate of ten percent (10%) per annum.

10. **Attorneys' Fees.** In the event of the bringing of any action or suit by a party hereto against another party hereunder by reason of any breach of any of the covenants, conditions, agreements or provisions on the part of the other party arising out of this Easement Agreement, then in that event the prevailing party shall be entitled to have and recover of and from the other party all costs and expenses of the action or suit, including reasonable attorneys' fees incurred in connection with such action or suit, at trial, and in connection with any appellate or post-judgment proceedings to collect or enforce the judgment. This provision is separate and several and shall survive the merger of this Easement Agreement into any judgment on this Easement Agreement

In witness whereof, Pike and Camden have executed this Easement Agreement as of the date first written above.

"Pike":

PIKE PROPERTIES ASSOCIATES, L.P.,  
a Delaware limited partnership

By: METROPOLITAN LIFE INSURANCE  
COMPANY, a New York corporation,  
successor by merger to New England  
Mutual Life Insurance Company, for and on  
behalf of its Developmental Properties  
Account

By: AEW Real Estate Advisors, Inc.,  
a Massachusetts corporation,  
its asset manager and advisor

By: [Signature]  
Name: PIKE PROPERTIES  
Title: Vice President

"Camden":

CAMDEN REALTY, INC.,  
a Delaware corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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In witness whereof, Pike and Camden have executed this Easement Agreement as of the date first written above.

"Pike":

PIKE PROPERTIES ASSOCIATES, L.P.,  
a Delaware limited partnership


By: METROPOLITAN LIFE INSURANCE  
COMPANY, a New York corporation,  
successor by merger to New England  
Mutual Life Insurance Company, for and on  
behalf of its Developmental Properties  
Account

By: AEW Real Estate Advisors, Inc.,  
a Massachusetts corporation,  
its asset manager and advisor

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

"Camden":

CAMDEN REALTY, INC.,  
a Delaware corporation

By:   
Name: JAMES M. HINTON  
Title: Senior Vice President

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STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss.

On \_\_\_\_\_, before me, \_\_\_\_\_, a  
Notary Public in and for said state, personally appeared \_\_\_\_\_, personally  
known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name  
is subscribed to the within instrument and acknowledged to me that he/she executed the same in  
his/her authorized capacity, and that by his/her signature on the instrument, the person, or the  
entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public in and for said State

STATE OF TEXAS )  
COUNTY OF HARRIS ) ss.

On August 9, 1999, before me, Evelyn Spenrath, a  
Notary Public in and for said state, personally appeared James M. Hinton personally  
known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name  
is subscribed to the within instrument and acknowledged to me that he/she executed the same in  
his/her authorized capacity, and that by his/her signature on the instrument, the person, or the  
entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Evelyn Spenrath  
\_\_\_\_\_  
Notary Public in and for said State

99 1514403

Commonwealth of Massachusetts

STATE OF \_\_\_\_\_ )

COUNTY OF SUFFOLK ) ss.

ELIZABETH McNAMARA

On August 5, 1999, before me, \_\_\_\_\_, a  
 Notary Public in and for said state, personally appeared Christopher Meyer, personally  
 known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name  
 is subscribed to the within instrument and acknowledged to me that he/she executed the same in  
 his/her authorized capacity, and that by his/her signature on the instrument, the person, or the  
 entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Elizabeth M. McNamara  
 Notary Public in and for said State

ELIZABETH McNAMARA  
 NOTARY PUBLIC  
 My Commission Expires Feb. 2, 2001

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ ) ss.

On \_\_\_\_\_, before me, \_\_\_\_\_, a  
 Notary Public in and for said state, personally appeared \_\_\_\_\_, personally  
 known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name  
 is subscribed to the within instrument and acknowledged to me that he/she executed the same in  
 his/her authorized capacity, and that by his/her signature on the instrument, the person, or the  
 entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
 Notary Public in and for said State

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EXCEPT THEREFROM THAT PORTION OF LAND, DESCRIBED AS FOLLOWS.

BEGINNING AT THE INTERSECTION OF THE EASTERLY LINE OF LOT 1 OF THE PARK VIEW TRACT AS SHOWN ON THE MAP RECORDED IN BOOK 12 PAGE 36 OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, WITH THE SOUTHERLY LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN THE DEED TO THE PACIFIC ELECTRIC RAILWAY COMPANY RECORDED IN BOOK 1585 PAGE 316 OF DEEDS IN THE OFFICE OF SAID COUNTY RECORDER, THENCE SOUTH 86° 26' 00" EAST 122.93 FEET ALONG SAID SOUTHERLY LINE TO A LINE PARALLEL WITH AND EASTERLY 122.70 FEET FROM SAID EASTERLY LINE AND THE SOUTHERLY PROLONGATION OF SAID EASTERLY LINE; THENCE SOUTH 00° 03' 33" WEST 182.29

## EXHIBIT A TO PARKING AGREEMENT

1. 4. 2017

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C-F-CAGID

FEET ALONG SAID PARALLEL LINE; THENCE NORTH 89° 56' 27" WEST 122.70 FEET  
TO SAID SOUTHERLY PROLONGATION OF SAID EASTERLY LINE; THENCE NORTH  
00° 03' 33" EAST 189.81 FEET ALONG SAID SOUTHERLY PROLONGATION AND SAID  
EASTERLY LINE TO THE POINT OF BEGINNING.

EXHIBIT A TO PARKING AGREEMENT

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**AUG 12 1999**

**C - CAGU**

**EXHIBIT B TO PARKING AGREEMENT**

**THE PIKE PROPERTY**

THAT CERTAIN PARCEL OF LAND IN THE CITY OF LONG BEACH, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

**BEGINNING AT THE INTERSECTION OF THE EASTERLY LINE OF LOT 1 OF THE PARK VIEW TRACT AS SHOWN ON THE MAP RECORDED IN BOOK 12 PAGE 36 OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, WITH THE SOUTHERLY LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN THE DEED TO THE PACIFIC ELECTRIC RAILWAY COMPANY RECORDED IN BOOK 1585 PAGE 316 OF DFEDS IN THE OFFICE OF SAID COUNTY RECORDER; THENCE SOUTH 86° 26' 00" EAST 122.93 FEET ALONG SAID SOUTHERLY LINE TO A LINE PARALLEL WITH AND EASTERLY 122.70 FEET FROM SAID EASTERLY LINE AND THE SOUTHERLY PROLONGATION OF SAID EASTERLY LINE; THENCE SOUTH 00° 03' 33" WEST 182.29 FEET ALONG SAID PARALLEL LINE; THENCE NORTH 89° 56' 27" WEST 122.70 FEET TO SAID SOUTHERLY PROLONGATION OF SAID EASTERLY LINE; THENCE NORTH 00° 03' 33" EAST 189.81 FEET ALONG SAID SOUTHERLY PROLONGATION AND SAID EASTERLY LINE TO THE POINT OF BEGINNING.**

**EXHIBIT B TO PARKING AGREEMENT**

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CHICAGO

EXHIBIT C TO PARKING AGREEMENT  
OUTLINE OF SURFACE PARKING AREA

[Attached]

EXHIBIT C TO PARKING AGREEMENT

-1-

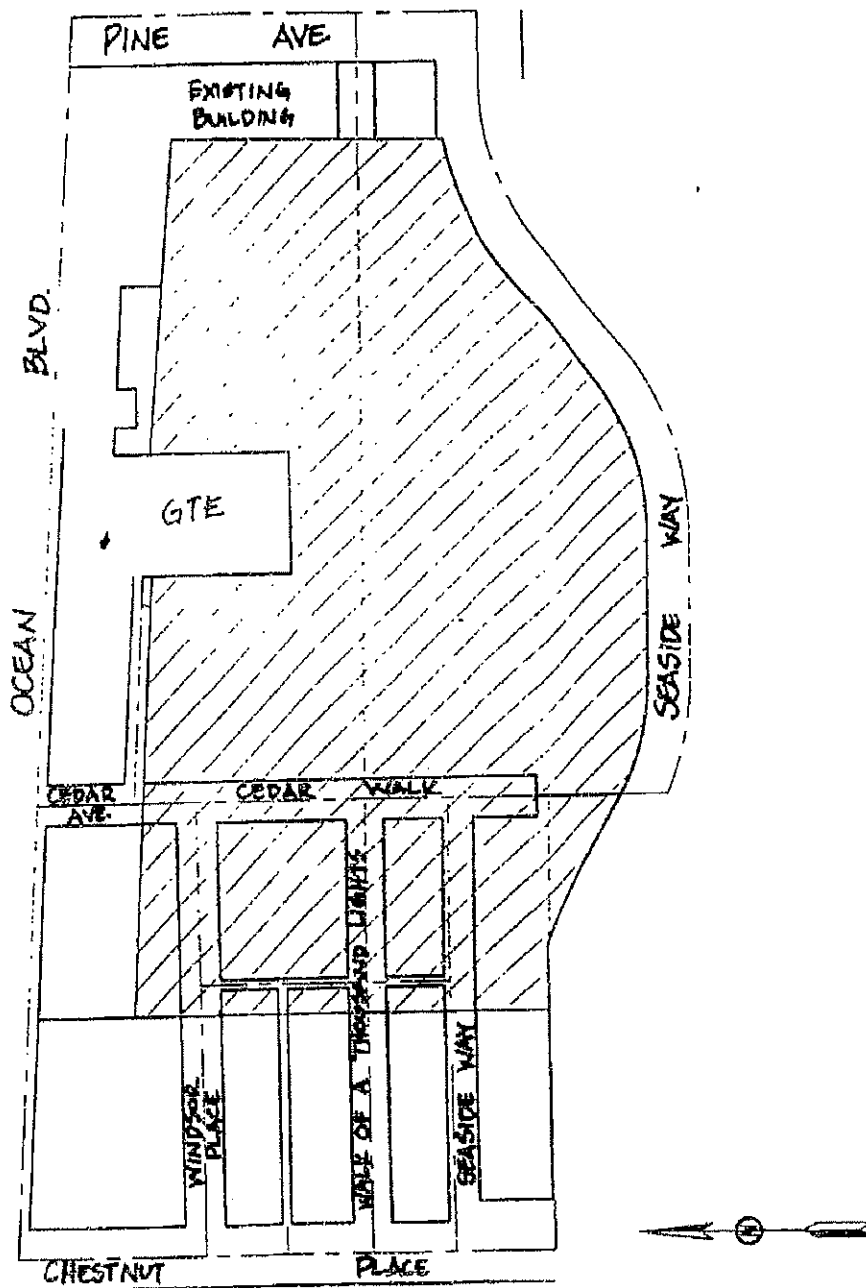
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AUG 12 1999

CHICAGO



111 WEST 10th STREET, FOURTH FLOOR  
LOS ANGELES, CA 90012  
213 694 2441 TEL  
213 694 1982 FAX

CIVIL ENGINEERING  
SURVEYING & MAPPING  
LAND DEVELOPMENT

EXHIBIT C  
SURFACE PARKING AREA

PREPARED FOR

AEW Real Estate Advisors, Inc.

**99 1514403**

DATE:	8-11-99
JOB #	17314
CREATED BY	KRM
CAD	
SCALE	N.T.S.
SHEET	1 OF 1

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EXHIBIT D TO PARKING AGREEMENT  
OUTLINE OF NEW PARKING GARAGE AREA

[Attached]

EXHIBIT D TO PARKING AGREEMENT

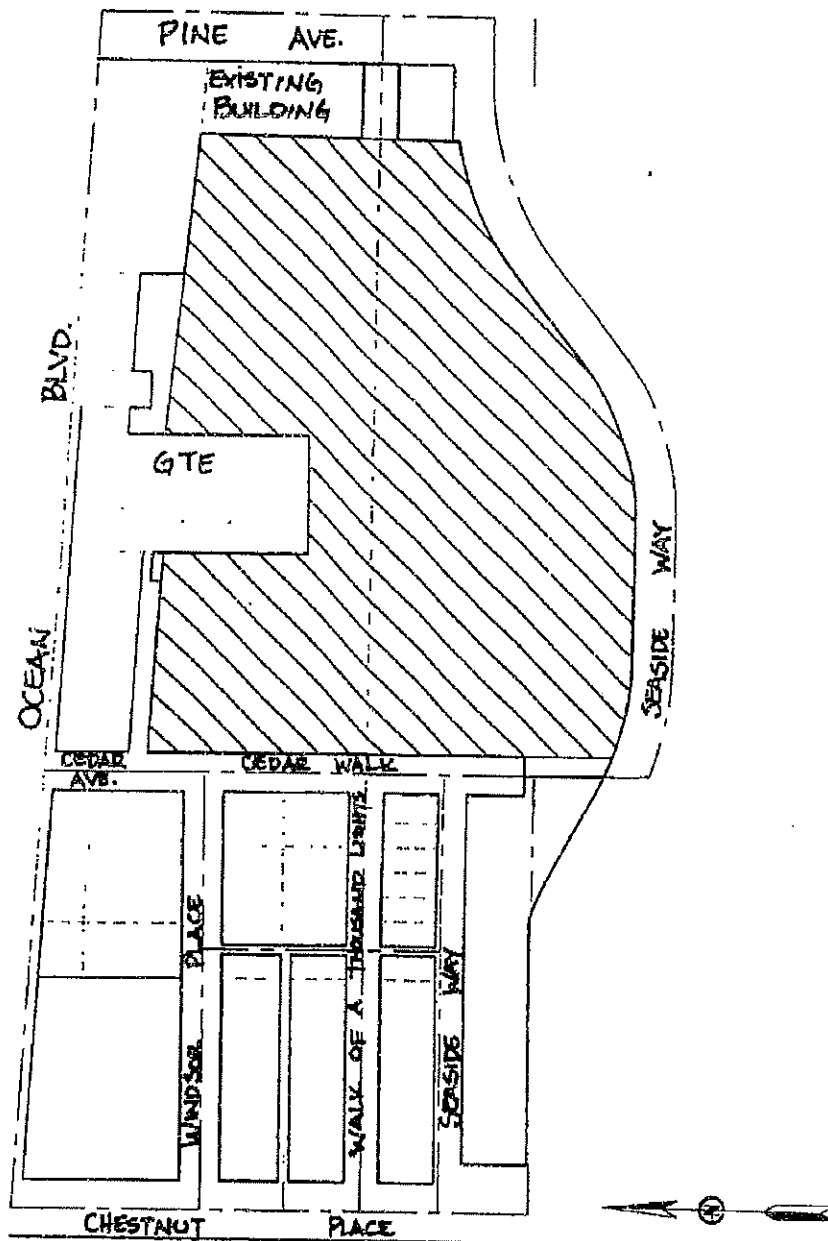
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99 1514403



417 WEST 5th STREET, FOURTH FLOOR  
LOS ANGELES, CA 90013  
213 624 1001 TEL  
213 624 1002 FAX

CIVIL ENGINEERING  
SURVEYING/MAPPING  
LAND DEVELOPMENT

EXHIBIT D  
NEW PARKING GARAGE AREA

PREPARED FOR:

AEW Real Estate Advisors, Inc.

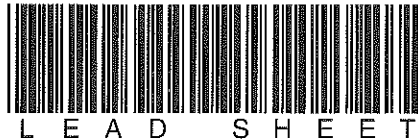
DATE:	8-11-99
JOB #	17314
DRAWN	KRM
CAD	
SCALE	N.T.S.
SHEET	1 OF 1

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04 2611901

RECORDED/FILED IN OFFICIAL RECORDS  
RECORDER'S OFFICE  
LOS ANGELES COUNTY  
CALIFORNIA  
10/12/04 AT 08:00am

TITLE(S) : \_\_\_\_\_



L E A D   S H E E T

FE	FEE \$	34	H
	DAF \$	2	
	C-20		10

D.T.T

CODE  
20

CODE  
19

CODE  
9

Assessor's Identification Number (AIN)

To be completed by Examiner OR Title Company in black ink.

Number of AIN's Shown

THIS FORM NOT TO BE DUPLICATED

Recording Requested By, and  
When Recorded, Mail to:

04 2611901

Winstead Sechrest & Minick P.C.  
2400 Bank One Center  
910 Travis Street  
Houston, Texas 77002  
Attn: Joshua L. Lebar

2

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(Space Above for Recorder's Use)

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### FIRST AMENDMENT TO PARKING AGREEMENT

THIS FIRST AMENDMENT TO PARKING AGREEMENT (this "Amendment") is dated effective as of Aug. 26, 2004, and is entered into by and among CAMDEN REALTY, INC., a Delaware corporation ("Realty") and CAMDEN USA, INC., a Delaware corporation ("USA") (Realty and USA are collectively herein called "Camden," and OCEAN VIEW TOWER, LLC, a California limited liability company, successor in interest to Pike Properties Associates, L.P., a Delaware limited partnership ("Ocean View").

### RECITALS

WHEREAS, Realty and the predecessor in interest of Ocean View executed that certain Parking Agreement dated August 5, 1999, recorded under Document No. 99-1514403 of the Official Records of Los Angeles County, California (the "Parking Agreement"), granting to Ocean View a non-exclusive parking easement for a specified number of parking spaces (the "Surface Parking Spaces") over certain property more particularly described therein as the "Surface Parking Area"; and

WHEREAS, Camden, as permitted under Section 1.3.1 of the Parking Agreement, caused the construction of the New Parking Garage (as defined in the Parking Agreement) and has relocated the Surface Parking Spaces to the New Parking Garage (the "Parking Space Transfer"); and

WHEREAS, an undivided interest in the New Parking Garage is owned by USA; and

ACCOMMODATION ONLY

WHEREAS, as a result of the Parking Space Transfer, the terms of the Parking Agreement (i) grant to Ocean view a non-exclusive parking easement for a specified number of parking spaces over certain property described therein as the "New Parking Garage Area" and (ii) cause any rights Ocean View has to the Surface Parking Spaces and the Surface Parking Area to be terminated; and

WHEREAS, Camden and Ocean View wish to define the area that composes the New Parking Garage Area as more particularly set forth below and release the Parking Agreement as to the Surface Parking Area.

NOW, THEREFORE, in consideration of the recitals above and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, Camden and Ocean View hereby agree as follows.

### AGREEMENT

1. **New Parking Garage Area.** The New Parking Garage Area shall henceforth be located as described on Exhibit "A" attached hereto (the "New Location"). Exhibit "D" of the Parking Agreement ("Old Location") is hereby deleted in its entirety, and all references in the Parking Agreement to Exhibit "D" shall henceforth be deemed to refer to the New Location. Ocean View shall have no further right, title, interest or claim in or to the Old Location or any portion thereof (except to the extent any portion of the Old Location also constitutes a portion of the New Location).

2. **Release of Surface Parking Area.** The Surface Parking Area, as described on Exhibit "B" attached hereto and made a part hereof for all purposes, is hereby released in its entirety from the terms of the Parking Agreement so that the Parking Agreement will in no way burden any portion of the Surface Parking Area shown on Exhibit "B."

3. **Ratification and Effect.** In the event of any conflict between the terms of the Parking Agreement and this Amendment, the terms of this Amendment shall govern and control. The Parking Agreement, as amended hereby, is ratified and confirmed in all respects.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK, SIGNATURES TO FOLLOW]

USA

CAMDEN USA, INC., a Delaware corporation

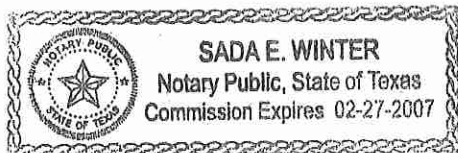
By: [Signature]  
 Name: JAMES M. HINTON  
 Title: Senior Vice President

4

STATE OF Texas )  
 ) ss:  
 COUNTY OF Harris )

On September 13, 2004, before me, the undersigned, a Notary Public in and for said County and State, personally appeared James M. Hinton, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



[Signature]  
 Notary Public

Ocean View:

OCEAN VIEW TOWER, LLC,  
a California limited liability company, successor in  
interest to Pike Properties Associates, L.P.

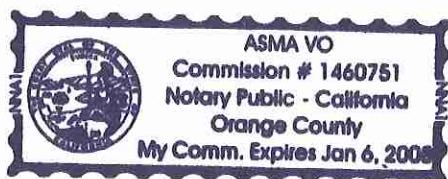
By: C. Dieckell  
Name: CLAUS DIECKELL  
Title: Member

5

STATE OF CALIFORNIA )  
 ) ss:  
COUNTY OF ORANGE )

On AUGUST 26<sup>th</sup>, 2004, before me, the undersigned, a Notary Public in and for said County and State, personally appeared CLAUS DIECKELL, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) (is) are subscribed to the within instrument and acknowledged to me that (he) she/they executed the same in (his) her/their authorized capacity~~(ies)~~, and that by (his) her/their signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

WITNESS my hand and official seal.



Asmar  
Notary Public



IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Amendment as of the date first above written.

Realty:

CAMDEN REALTY, INC.,  
a Delaware corporation

By: [Signature]

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**JAMES M. HINTON**  
**Senior Vice President**

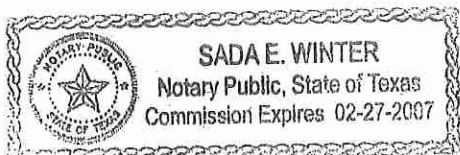
STATE OF Texas

COUNTY OF Harris

)  
) ss:  
)

On September 13, 2004, before me, the undersigned, a Notary Public in and for said County and State, personally appeared James M. Hinton, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



[Signature]  
Notary Public

04 2611901

ILLEGIBLE NOTARY SEAL DECLARATION

GOVERNMENT CODE 27362.7

I certify under penalty of perjury that the notary seal on the document to which this statement is attached reads as follows:

Name of Notary Asma VO

Date Commission Exp Jan 6, 2008

Notary Identification Number 1460751

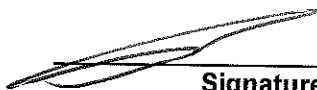
Vender Identification Number NNA1

County Where Bond is Filed Orange

Place of Execution of this Declaration:

Norwalk

DATE: 10, 12 / 10 / 04

  
Signature

GOVERNMENT CODE 27361.7

I CERTIFY UNDER PENALTY OF PERJURY THAT THIS MATERIAL IS A TRUE COPY OF THE ORIGINAL MATERIAL CONTAINED IN THE DOCUMENT:

Place of Execution of this Declaration

Norwalk

DATE:        /        / 04

\_\_\_\_\_  
Signature

State of California       )  
County of \_\_\_\_\_ )

On \_\_\_\_\_ before me, \_\_\_\_\_ personally appeared,

\_\_\_\_\_  
personally known to me (or proved to me the basis of satisfactory evidence) to be the person (s) whose name (s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her their authorized capacity (ies), and that by his/her/their signature (s) on the instrument the person (s), or the entity upon behalf of which the person (s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

04 2611901

10/12/04

EXHIBIT "A"

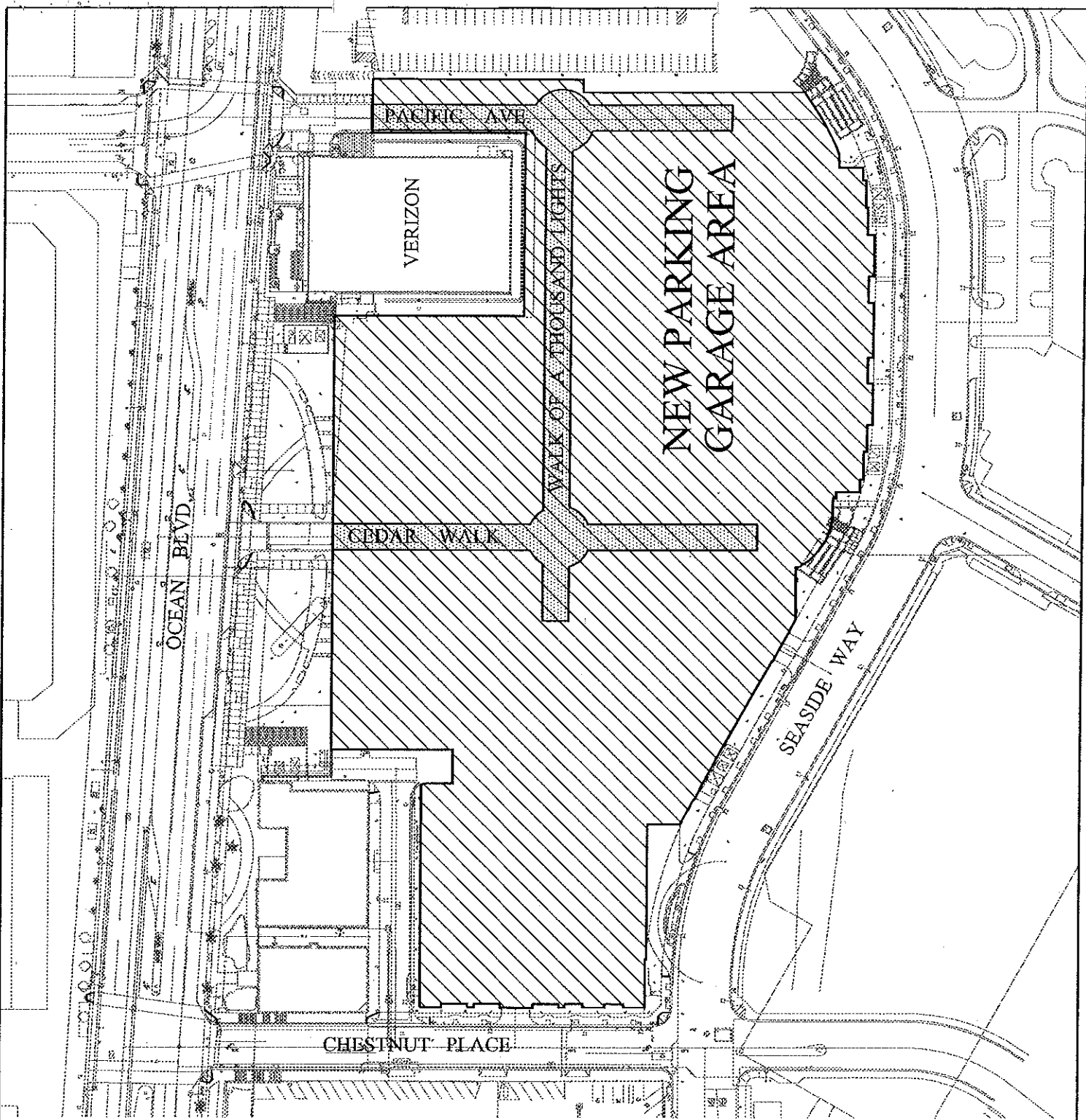
NEW LOCATION OF NEW PARKING GARAGE AREA

8

[SEE ATTACHED]

10/12/04

9



**NEW PARKING GARAGE AREA**

N.T.S.



1

CALIFORNIA # 055828  
 NEVADA # 1 2838  
 ARIZONA # 1 2708  
 COLORADO # 1 2388  
 OREGON # 1 2640

ALL REAR, SECTION ARRANGEMENTS AND PLANS INDICATED OR REPRESENTED BY THIS DRAWING ARE OWNED BY AND THE PROPERTY OF ARE ARCHITECTS, INC. AND NO REAR, SECTION, ELEVATION AND DEVELOPED FOR USE ON AND IN CONNECTION WITH THE SPECIFIED PROJECT, NAME OF SUCH REAR, SECTION ARRANGEMENTS OR PLANS SHALL BE USED BY OR EMPLOYED TO ANY OTHER PROJECT, NAME OF SUCH REAR, SECTION ARRANGEMENTS OR PLANS WITHOUT THE WRITTEN PERMISSION OF ARE ARCHITECTS, INC.

CAMDEN DEVELOPMENT, INC.  
 THE PARK AT HARBOR VIEW

LONG BEACH

CALIFORNIA

04 2611901

PROJECT NO.  
 2000-061  
 REVISED  
 06/26/2003

**A R K**  
 ARCHITECTS, INC.

Paramara Jakhari, AIA  
 61803  
 Seacrest Valley Road  
 Suite (A)  
 San Diego, California  
 92121-1115  
 Tel: (619) 292-5497  
 Fax: (619) 292-5635

OWNER: JEM  
 ARCHITECT: ARE

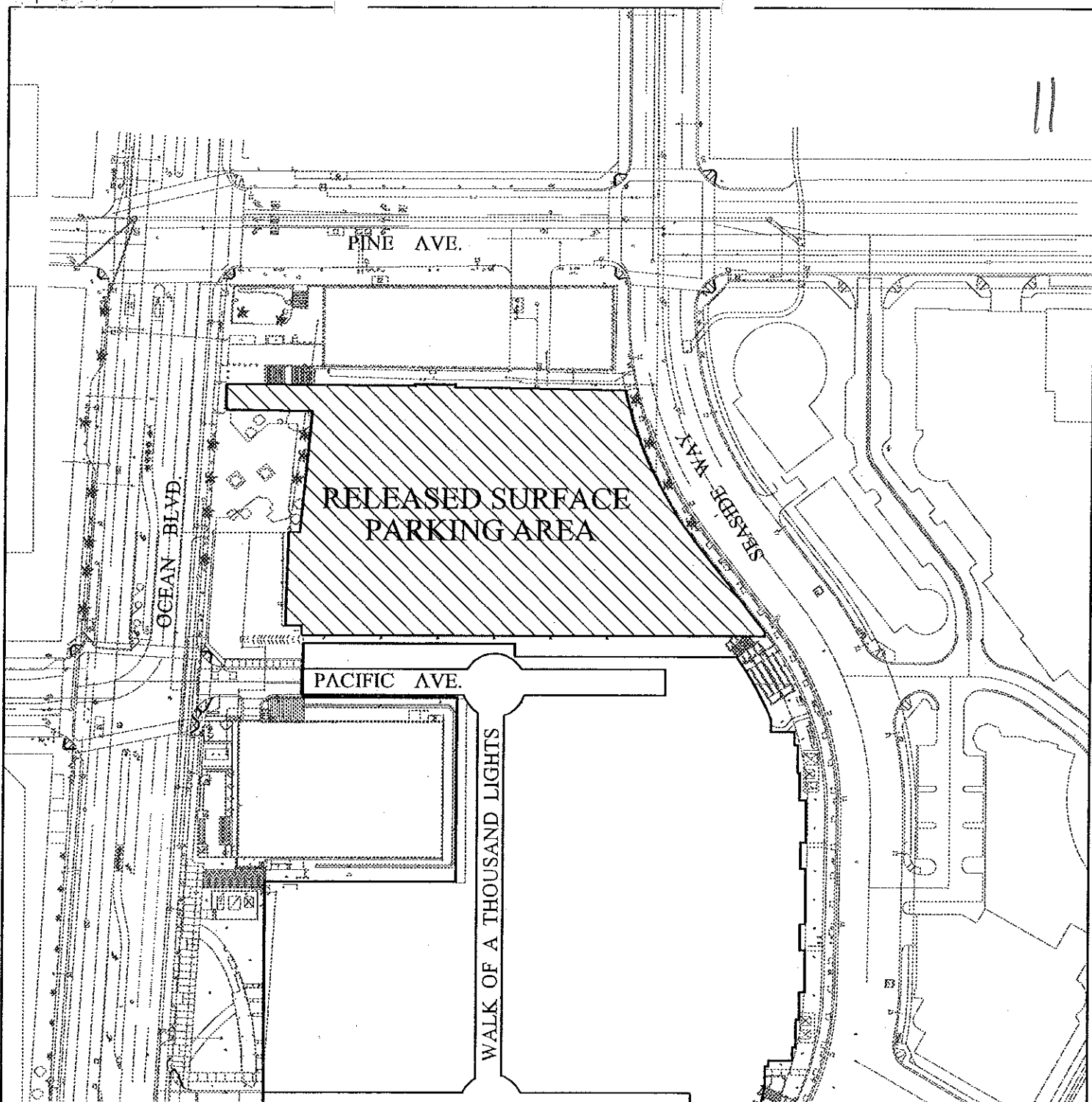
EXHIBIT "B"  
SURFACE PARKING AREA

10

[SEE ATTACHED]

04 2611901

11



RELEASED SURFACE PARKING AREA

N.T.S.



1

CALIFORNIA # 1 01522  
 NEVADA # 1 2038  
 ARIZONA # 1 2708  
 COLORADO # 1 4399  
 OREGON # 1 3640

ALL IDEAS, DESIGN ARRANGEMENTS AND PLANS INDICATED OR REPRESENTED BY THIS DRAWING ARE OWNED BY AND ARE THE PROPERTY OF A.R.K. ARCHITECTS, INC. AND NOT BE REPRODUCED, COPIED, OR DEVELOPED FOR USE OF ANY OTHER PERSON OR ENTITY WITHOUT THE WRITTEN PERMISSION OF A.R.K. ARCHITECTS, INC.

CAMDEN DEVELOPMENT, INC.  
 THE PARK AT HARBOR VIEW

LONG BEACH

CALIFORNIA

04 2611901

PROJECT NO.  
 2000-041  
 DATE  
 06/28/2003

A R K  
 ARCHITECTS, INC.  
 Farmington, AIA

8185  
 Serrano Valley Road  
 Suite 60  
 San Diego, California  
 92121-1915  
 Tel: (619) 792-7997  
 Fax: (619) 792-7655

DRAWN BY  
 CHECKED BY