
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549**

FORM 10-Q

T QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the quarterly period ended March 31, 2010

OR

£ TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from _____ to _____

Commission file number 001-13106

ESSEX PROPERTY TRUST, INC.

(Exact name of Registrant as Specified in its Charter)

Maryland

(State or Other Jurisdiction of Incorporation or Organization)

77-0369576

(I.R.S. Employer Identification Number)

925 East Meadow Drive

Palo Alto, California 94303

(Address of Principal Executive Offices including Zip Code)

(650) 494-3700

(Registrant's Telephone Number, Including Area Code)

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15 (d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file reports), and (2) has been subject to such filing requirements for the past 90 days. YES ☒ T NO ☐ £

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). YES ☐ £ NO ☐ £

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer	☒ T	Accelerated filer	☐ £	Non-accelerated filer	☐ £	Smaller reporting company	☐ £
				(Do not check if a smaller reporting company)			

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act. Yes ☐ £ No ☒ T

APPLICABLE ONLY TO CORPORATE ISSUERS:

Indicate the number of shares outstanding of each of the issuer's classes of common stock, as of the latest practicable date: **30,102,957 shares of Common Stock as of May 5, 2010 .**



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FORM 10-Q
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Part I -- Financial Information

Item 1: Condensed Financial Statements (Unaudited)

"Essex" or the "Company" means Essex Property Trust, Inc., a real estate investment trust incorporated in the State of Maryland, or where the context otherwise requires, Essex Portfolio, L.P., a limited partnership (the "Operating Partnership") in which Essex Property Trust, Inc. is the sole general partner.

The information furnished in the accompanying unaudited condensed consolidated balance sheets, statements of operations, stockholders' equity, noncontrolling interest, and comprehensive income and cash flows of the Company reflects all adjustments which are, in the opinion of management, necessary for a fair presentation of the aforementioned condensed consolidated financial statements for the interim periods and are normal and recurring in nature, except as otherwise noted.

The accompanying unaudited condensed consolidated financial statements should be read in conjunction with the notes to such unaudited condensed consolidated financial statements and Management's Discussion and Analysis of Financial Condition and Results of Operations herein. Additionally, these unaudited condensed consolidated financial statements should be read in conjunction with the audited consolidated financial statements included in the Company's annual report on Form 10-K for the year ended December 31, 2009.

ES SEX PROPERTY TRUST, INC. AND SUBSIDIARIES

Condensed Consolidated Balance Sheets

(Unaudited)

(Dollars in thousands, except per share amounts)

	<u>Assets</u>	<u>March 31, 2010</u>	<u>December 31, 2009</u>
Real estate:			
Rental properties:			
Land and land improvements		\$ 684,955	\$ 684,955
Buildings and improvements		2,734,863	2,727,975
		3,419,818	3,412,930
Less accumulated depreciation		(779,923)	(749,464)
		2,639,895	2,663,466
Real estate under development		304,483	274,965
Co-investments		137,473	70,783
		3,081,851	3,009,214
Cash and cash equivalents-unrestricted		22,312	20,660
Cash and cash equivalents-restricted		18,067	17,274
Marketable securities		114,276	134,844
Notes and other receivables		35,545	36,305
Prepaid expenses and other assets		21,850	21,349
Deferred charges, net		14,530	14,991
Total assets		<u>\$ 3,308,431</u>	<u>\$ 3,254,637</u>
	<u>Liabilities and Equity</u>		
Mortgage notes payable		\$ 1,626,734	\$ 1,603,549
Lines of credit		256,000	239,000
Exchangeable bonds		4,918	4,893
Accounts payable and accrued liabilities		47,748	38,514
Construction payable		12,380	10,327
Dividends payable		34,345	33,750
Cash flow hedge liabilities		38,618	30,156
Other liabilities		17,048	16,558
Total liabilities		2,037,791	1,976,747
Commitments and contingencies			
Cumulative convertible preferred stock; \$.0001 par value:			
4.875% Series G - 5,980,000 issued and 178,249 outstanding		4,349	4,349
Stockholders' equity and noncontrolling interest:			
Common stock, \$.0001 par value, 649,702,178 shares authorized 29,100,478 and 28,849,779 shares issued and outstanding		3	3
Cumulative redeemable preferred stock; \$.0001 par value:			
7.8125% Series F - 1,000,000 shares authorized, issued and outstanding, liquidation value		25,000	25,000
Additional paid-in capital		1,293,829	1,275,251
Distributions in excess of accumulated earnings		(239,904)	(222,952)
Accumulated other comprehensive (loss) income		(34,850)	(24,206)
Total stockholders' equity		1,044,078	1,053,096
Noncontrolling interest		222,213	220,445
Total stockholders' equity and noncontrolling interest		1,266,291	1,273,541
Total liabilities and equity		<u>\$ 3,308,431</u>	<u>\$ 3,254,637</u>

See accompanying notes to the unaudited condensed consolidated financial statements.

ES SEX PROPERTY TRUST, INC. AND SUBSIDIARES

Condensed Consolidated Statements of Operations

(Unaudited)

(Dollars in thousands, except per share amounts)

	Three Months Ended March 31,	
	2010	2009
Revenues:		
Rental and other property	\$ 99,706	\$ 103,914
Management and other fees from affiliates	1,478	1,197
	<u>101,184</u>	<u>105,111</u>
Expenses:		
Property operating, excluding real estate taxes	24,671	24,080
Real estate taxes	9,528	9,043
Depreciation and amortization	30,487	28,965
Interest	20,836	20,203
General and administrative	5,618	6,233
Impairment and other charges	-	5,752
	<u>91,140</u>	<u>94,276</u>
Earnings from operations	10,044	10,835
Interest and other income	7,855	3,232
Equity (loss) income in co-investments	(41)	539
Gain on early retirement of debt	-	6,124
Gain on sale of real estate	-	53
Income before discontinued operations	<u>17,858</u>	<u>20,783</u>
Income from discontinued operations	-	2,555
Net income	<u>17,858</u>	<u>23,338</u>
Net income attributable to noncontrolling interest	<u>(4,189)</u>	<u>(4,942)</u>
Net income attributable to controlling interest	<u>13,669</u>	<u>18,396</u>
Dividends to preferred stockholders	(542)	(1,826)
Excess of the carrying amount of preferred stock redeemed over the cash paid to redeem preferred stock	-	25,695
Net income available to common stockholders	<u>\$ 13,127</u>	<u>\$ 42,265</u>
Per common share data:		
Basic:		
Income before discontinued operations available to common stockholders	\$ 0.45	\$ 1.51
Income from discontinued operations	-	0.10
Net income available to common stockholders	<u>\$ 0.45</u>	<u>\$ 1.61</u>
Weighted average number of common shares outstanding during the period	<u>28,967,855</u>	<u>26,224,946</u>
Diluted:		
Income before discontinued operations available to common stockholders	\$ 0.45	\$ 1.44
Income from discontinued operations	-	0.09
Net income available to common stockholders	<u>\$ 0.45</u>	<u>\$ 1.53</u>
Weighted average number of common shares outstanding during the period	<u>29,018,571</u>	<u>28,692,959</u>
Dividend per common share	<u>\$ 1.033</u>	<u>\$ 1.030</u>

See accompanying notes to the unaudited condensed consolidated financial statements.

2010	<u>1,000</u>	<u>\$ 25,000</u>	<u>29,100</u>	<u>\$ 3</u>	<u>\$1,293,829</u>	<u>\$ (239,904)</u>	<u>\$ (34,850)</u>	<u>\$ 222,213</u>	<u>\$1,266,291</u>
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See accompanying notes to the unaudited condensed consolidated financial statements.

ES SEX PROPERTY TRUST, INC. AND SUBSIDIARIES

Condensed Consolidated Statements of Cash Flows

(Unaudited)

(Dollars in thousands)

	Three Months Ended March 31,	
	2010	2009
Net cash provided by operating activities	<u>\$ 52,975</u>	<u>\$ 55,063</u>
Cash flows used in investing activities:		
Additions to real estate:		
Improvements to recent acquisitions	(348)	(337)
Redevelopment expenditures	(2,636)	(9,095)
Revenue generating capital expenditures	(37)	(176)
Non-revenue generating capital expenditures	(3,867)	(3,383)
Additions to real estate under development	(27,466)	(24,251)
Dispositions of real estate	-	12,395
Changes in restricted cash and refundable deposits	(760)	21,189
Purchases of marketable securities	(18,256)	(17,183)
Sales and maturities of marketable securities	42,241	12,257
Proceeds from tax credit investor	-	3,762
Advances under notes and other receivables	(17)	(725)
Collections of notes and other receivables	149	2,220
Contributions to co-investments	(66,498)	(270)
Net cash used in investing activities	<u>(77,495)</u>	<u>(3,597)</u>
Cash flows from financing activities:		
Borrowings under mortgage and other notes payable and lines of credit	162,592	165,504
Repayment of mortgage and other notes payable and lines of credit	(122,417)	(39,875)
Additions to deferred charges	(395)	(343)
Retirement of exchangeable bonds	-	(66,460)
Retirement of common stock	-	(20,271)
Retirement of preferred stock, Series G	-	(32,572)
Net proceeds from stock options exercised	1,094	443
Net proceeds from issuance of common stock	17,309	-
Contributions from noncontrolling interest	3,990	-
Distributions to noncontrolling interest	(5,339)	(5,420)
Redemptions of noncontrolling interest	(637)	-
Common and preferred stock dividends paid	(30,025)	(29,169)
Net cash provided by (used in) financing activities	<u>26,172</u>	<u>(28,163)</u>
Net increase in cash and cash equivalents	1,652	23,303
Cash and cash equivalents at beginning of period	20,660	41,909
Cash and cash equivalents at end of period	<u>\$ 22,312</u>	<u>\$ 65,212</u>
Supplemental disclosure of cash flow information:		
Cash paid for interest, net of \$2.8 million and \$3.2 million capitalized in 2010 and 2009, respectively	<u>\$ 19,761</u>	<u>\$ 14,853</u>
Supplemental disclosure of noncash investing and financing activities:		
Change in accrual of dividends	<u>\$ 595</u>	<u>\$ 506</u>
Change in value of cash flow hedge liabilities	<u>\$ 8,462</u>	<u>\$ 18,304</u>
Change in fair value of marketable securities	<u>\$ 2,631</u>	<u>\$ -</u>
Change in construction payable	<u>\$ 2,053</u>	<u>\$ 3,533</u>

See accompanying notes to the unaudited condensed consolidated financial statements.

ES SEX PROPERTY TRUST, INC. AND SUBSIDIARIES
Notes to Condensed Consolidated Financial Statements
March 31, 2010 and 2009
(Unaudited)

(1) Organization and Basis of Presentation

The unaudited condensed consolidated financial statements of the Company are prepared in accordance with U.S. generally accepted accounting principles for interim financial information and in accordance with the instructions to Form 10-Q. In the opinion of management, all adjustments necessary for a fair presentation of the financial position, results of operations and cash flows for the periods presented have been included and are normal and recurring in nature, except as otherwise noted. These unaudited condensed consolidated financial statements should be read in conjunction with the audited consolidated financial statements included in the Company's annual report on Form 10-K for the year ended December 31, 2009.

All significant intercompany balances and transactions have been eliminated in the condensed consolidated financial statements.

The unaudited condensed consolidated financial statements for the three months ended March 31, 2010 and 2009 include the accounts of the Company and Essex Portfolio, L.P. (the "Operating Partnership", which holds the operating assets of the Company). See below for a description of entities consolidated by the Operating Partnership. The Company is the sole general partner in the Operating Partnership, with a 92.3% general partnership interest as of March 31, 2010. Total Operating Partnership units outstanding were 2,413,690 and 2,398,479 as of March 31, 2010 and December 31, 2009, respectively, and the redemption value of the units, based on the closing price of the Company's common stock totaled \$217.1 million and \$200.6 million, as of March 31, 2010 and December 31, 2009, respectively.

As of March 31, 2010, the Company owned or had ownership interests in 133 apartment communities, (aggregating 27,249 units) (collectively, the "Communities", and individually, a "Community"), five office and commercial buildings and five active development projects (collectively, the "Portfolio"). The Communities are located in Southern California (Los Angeles, Orange, Riverside, Santa Barbara, San Diego, and Ventura counties), Northern California (the San Francisco Bay Area) and the Seattle metropolitan area.

Fund Activities

Essex Apartment Value Fund II, L.P. ("Fund II") is an investment fund formed by the Company to add value through rental growth and asset appreciation, utilizing the Company's development, redevelopment and asset management capabilities. Fund II has eight institutional investors, and the Company, with combined partner equity contributions of \$265.9 million. The Company contributed \$75.0 million to Fund II, which represents a 28.2% interest as general partner and limited partner. Fund II utilized leverage equal to approximately 55% upon the initial acquisition of the underlying real estate. Fund II invested in apartment communities in the Company's targeted West Coast markets and, as of March 31, 2010, owned 14 apartment communities. The Company records revenue for its asset management, property management, development and redevelopment services when earned, and promote income when realized if Fund II exceeds certain financial return benchmarks.

Marketable Securities

As of March 31, 2010 marketable securities consisted primarily of investment-grade unsecured bonds, mortgage backed securities and investment funds that invest in U.S. treasury or agency securities. As of March 31, 2010 the Company had classified the marketable securities as available for sale and the Company reports these securities at fair value, based on quoted market prices (Level 2 for the unsecured bonds and mortgage backed securities and level 1 for the investment funds, as defined by the Financial Accounting Standards Board ("FASB") standard entitled "*Fair Value Measurements and Disclosures*" as discussed later in Note 1), and any unrealized gain or loss is recorded as other comprehensive income (loss). Realized gains and losses and interest income are included in interest and other income on the condensed consolidated statement of operations. Amortization of unearned discounts is included in interest income.

Variable Interest Entities

The Company consolidates 19 DownREIT limited partnerships (comprising twelve communities), an office building that is subject to loans made by the Company, and 55 low income housing units since the Company is the primary beneficiary of these variable interest entities (“VIEs”). Total DownREIT units outstanding were 1,125,980 and 1,129,205 as of March 31, 2010 and December 31, 2009 respectively, and the redemption value of the units, based on the closing price of the Company’s common stock totaled \$101.3 million and \$94.5 million, as of March 31, 2010 and December 31, 2009, respectively. The consolidated total assets and liabilities related to these VIEs, net of intercompany eliminations, were approximately \$238.9 million and \$165.9 million, respectively, as of March 31, 2010 and \$237.9 million and \$164.4 million, respectively, as of December 31, 2009. Interest holders in VIEs consolidated by the Company are allocated net income equal to the cash payments made to those interest holders or distributions from cash flow. The remaining results of operations are generally allocated to the Company. As of March 31, 2010 and December 31, 2009, the Company did not have any VIE’s of which it was not deemed to be the primary beneficiary.

Stock-Based Compensation

The Company accounts for share based compensation using the fair value method of accounting. The estimated fair value of stock options granted by the Company is being amortized over the vesting period of the stock options. The estimated grant date fair values of the long term incentive plan units (discussed in Note 13, “Stock Based Compensation Plans,” in the Company’s Form 10-K for the year ended December 31, 2009) are being amortized over the expected service periods. Stock-based compensation expense for options and restricted stock totaled \$0.2 million for the three months ended March 31, 2010 and 2009. The intrinsic value of the stock options exercised during the three months ended March 31, 2010 and 2009 totaled \$1.0 million and \$0.6 million, respectively. As of March 31, 2010, the intrinsic value of the stock options outstanding and fully vested totaled \$4.4 million. As of March 31, 2010, total unrecognized compensation cost related to unvested share-based compensation granted under the stock option and restricted stock plans totaled \$3.5 million. The cost is expected to be recognized over a weighted-average period of 2 to 5 years for the stock option plans and is expected to be recognized straight-line over 7 years for the restricted stock awards.

The Company has adopted an incentive program involving the issuance of Series Z and Series Z-1 Incentive Units (collectively referred to as “Z Units”) of limited partnership interest in the Operating Partnership. Stock-based compensation expense for Z Units totaled \$0.4 million for the three months ended March 31, 2010 and 2009, respectively. Stock-based compensation capitalized for stock options, restricted stock awards, and the Z Units totaled \$0.1 million and \$0.2 million for the three months ended March 31, 2010 and 2009, respectively. As of March 31, 2010, the intrinsic value of the Z Units subject to future vesting totaled \$6.4 million. As of March 31, 2010, total unrecognized compensation cost related to Z Units subject to future vesting granted under the Z Units totaled \$4.3 million. The unamortized cost is expected to be recognized over the next year to five years subject to the achievement of the stated performance criteria.

Fair Value of Financial Instruments

The Company values its financial instruments based on the fair value hierarchy of valuation techniques described in the FASB statement entitled “*Fair Value Measurements and Disclosures*”. Level 1 inputs are unadjusted, quoted prices in active markets for identical assets or liabilities at the measurement date. Level 2 inputs include quoted prices for similar assets and liabilities in active markets and inputs other than quoted price observable for the asset or liability. Level 3 inputs are unobservable inputs for the asset or liability.

The Company uses Level 1 inputs for the fair values of its cash equivalents and its marketable securities except for unsecured bonds and mortgage backed securities. The Company uses Level 2 inputs for its investments in unsecured bonds, mortgage backed securities, notes receivable, notes payable, and cash flow hedges. These inputs include interest rates for similar financial instruments. The Company’s valuation methodology for cash flow hedges is described in more detail in Note 8. The Company does not use Level 3 inputs to estimate fair values of any of its financial instruments. The Company’s assessment of the significance of a particular input to the fair value measurement in its entirety requires judgment, and considers factors specific to the asset or liability.

Management believes that the carrying amounts of its amounts outstanding under lines of credit, notes receivable and other receivables from related parties, and notes and other receivables approximate fair value as of March 31, 2010 and December 31, 2009, because interest rates, yields and other terms for these instruments are consistent with yields and other terms currently available for similar instruments. Management has estimated that the fair value of the Company’s \$1.37 billion of fixed rate debt at March 31, 2010 is approximately \$1.40 billion and the fair value of the Company’s \$514.6 million of variable rate debt at March 31, 2010 is \$492.1 million based on the terms of existing mortgage notes payable and variable rate demand notes compared to those available in the marketplace. Management believes that the carrying amounts of cash and cash equivalents, restricted cash, accounts payable and accrued liabilities, other liabilities and dividends payable approximate fair value as of March 31, 2010 due to the short-term maturity of these instruments. Marketable securities and cash flow hedge liabilities are carried at fair value as of March 31, 2010, as discussed further above and in Note 8.

Accounting Estimates and Reclassifications

The preparation of condensed consolidated financial statements, in accordance with U.S. generally accepted accounting principles, requires the Company to make estimates and judgments that affect the reported amounts of assets, liabilities, revenues and expenses and related disclosures of contingent assets and liabilities. On an on-going basis, the Company evaluates its estimates, including those related to acquiring, developing and assessing the carrying values of its real estate properties, its investments in and advances to joint ventures and affiliates, its notes receivables and its qualification as a Real Estate Investment Trust ("REIT"). The Company bases its estimates on historical experience, current market conditions, and on various other assumptions that are believed to be reasonable under the circumstances. Actual results may vary from those estimates and those estimates could be different under different assumptions or conditions.

Reclassifications for discontinued operations have been made to prior year statements of operations balances in order to conform to current year presentation. Such reclassifications have no impact on reported earnings, cash flows, total assets or total liabilities.

New Accounting Pronouncements

In June 2009, the FASB issued an accounting standard entitled, " *Amendments to FASB Interpretation No. 46(R)* ", that amends existing standards which, among other things, replaces the quantitative-based risks and rewards calculation for determining which enterprise, if any, has a controlling financial interest in a variable interest entity with an approach focused on identifying which enterprise has the power to direct the activities of a variable interest entity that most significantly impact the entity's economic performance and (1) the obligation to absorb losses of the entity or (2) the right to receive benefits from the entity. The Company adopted the standard on January 1, 2010 and there was no impact on the Company's condensed consolidated financial statements.

(2) Significant Transactions During the First Quarter of 2010

(a) Acquisitions

The Company entered into a joint venture that acquired Essex Skyline at MacArthur Place, a new 349-unit high rise condominium project that will be operated as an apartment community. The property is located in Santa Ana, California and the acquisition price was \$128 million. The Company acquired a 47% effective interest in the joint venture and accounts for this co-investment on the equity method, and the Company earned a fee of \$0.5 million for the acquisition of the property. The Company will receive management fees and may earn a promoted interest if certain financial hurdles are achieved by the joint venture for the management and sale of the property.

(b) Equity

The Company issued 205,000 shares of common stock at an average price of \$85.72, for \$17.3 million, net of fees and commissions.

(c) Marketable Securities

The Company sold \$42.2 million of investment grade unsecured bonds for a gain of \$5.0 million. During April, the Company sold an additional \$22.5 million in unsecured bonds for a gain of \$4.0 million.

In February 2010, the Company purchased an interest in mortgages secured by apartments for \$16.9 million which is estimated to yield an 11% return over the expected 10-year duration of the loan portfolio.

(d) Mortgage Notes Payable

The Company obtained fixed rate mortgage loans totaling \$35.1 million secured by Summerhill Park for \$14.3 million at a rate of 5.4%, and Brookside Oaks totaling \$20.8 million at a rate of 5.2%, both loans mature in March 2010. Also during the quarter, the Company paid-off a maturing loan of \$13.6 million with a fixed rate of 7.9% secured by Brookside Oaks.

(3) Co-investments

The Company has joint venture investments in co-investments, which are accounted for under the equity method. The joint ventures own, operate and develop apartment communities. The following table details the Company's co-investments (dollars in thousands):

	March 31, 2010	December 31, 2009
Investments in joint ventures accounted for under the equity method of accounting:		
Limited partnership interest of 27.2% and general partner interest of 1% in Essex Apartment Value Fund II, L.P. ("Fund II")	\$ 70,269	\$ 70,283
Membership interest in a limited liability company that owns Essex Skyline at MacArthur Place	66,704	-
	<u>136,973</u>	<u>70,283</u>
Investments accounted for under the cost method of accounting:		
Series A Preferred Stock interest in Multifamily Technology Solutions, Inc	500	500
Total co-investments	<u>\$ 137,473</u>	<u>\$ 70,783</u>

The combined summarized balance sheet and statements of operations for co-investments, which are accounted for under the equity method, are as follows (dollars in thousands).

	March 31, 2010	December 31, 2009
Balance sheets:		
Rental properties and real estate under development	\$ 643,225	\$ 489,352
Other assets	30,012	30,458
Total assets	<u>\$ 673,237</u>	<u>\$ 519,810</u>
Mortgage notes and construction payable	\$ 294,184	\$ 312,859
Other liabilities	8,366	6,645
Equity	370,621	200,306
Total liabilities and equity	<u>\$ 673,171</u>	<u>\$ 519,810</u>
Company's share of equity	<u>\$ 136,973</u>	<u>\$ 70,283</u>
	Three Months Ended March 31,	
	2010	2009
Statements of operations:		
Property revenues	\$ 12,328	\$ 12,003
Property operating expenses	(5,007)	(4,330)
Net property operating income	7,321	7,673
Interest expense	(2,962)	(2,192)
Depreciation and amortization	(4,453)	(3,612)
Total net (loss) income	<u>\$ (94)</u>	<u>\$ 1,869</u>
Company's share of operating net (loss) income	<u>\$ (41)</u>	<u>\$ 539</u>
Company's share of net (loss) income	<u>\$ (41)</u>	<u>\$ 539</u>

(4) Notes and Other Receivables

Notes receivable secured by real estate, and other receivables consist of the following as of March 31, 2010 and December 31, 2009 (dollars in thousands):

	<u>March 31, 2010</u>	<u>December 31, 2009</u>
Note receivable, secured, bearing interest at LIBOR + 3.69%, due June 2010	\$ 6,719	\$ 6,742
Note receivable, secured, bearing interest at 8.0%, due November 2010	971	971
Note receivable, secured, bearing interest at LIBOR + 3.25%, due December 2010	12,547	12,551
Note receivable, secured, bearing interest at LIBOR + 4.75%, due March 2011	7,389	7,317
Note receivable, secured, bearing interest at 6.5%, due August 2011	3,221	3,199
Other receivables	4,698	5,525
	<u>\$ 35,545</u>	<u>\$ 36,305</u>

(5) Related Party Transactions

Management and other fees from affiliates include management, development and redevelopment fees from Fund II of \$1.0 million and \$1.2 million for the three months ended March 31, 2010 and 2009, respectively, and a property acquisition fee of \$0.5 million from the limited liability company that owns Skyline at MacArthur Place for the three months ended March 31, 2010. All of these fees are net of intercompany amounts eliminated by the Company.

An Executive Vice President of the Company invested \$4.0 million for a 6% limited partnership interest in a partnership with the Company that acquired a 50% interest in a limited liability company that acquired Essex Skyline at MacArthur Place. The Executive Vice President's investment is equal to a pro-rata share of the contributions, and distributions resulting from distributable cash generated by Essex Skyline at MacArthur Place will be calculated in the same manner as the calculation of distributions to the third party investor. The Executive Vice President does not participate in any promote interest or fees paid to the Company by the Essex Skyline at MacArthur Place joint venture.

(6) Segment Information

The Company defines its reportable operating segments as the three geographical regions in which its apartment communities are located: Southern California, Northern California and Seattle Metro. Excluded from segment revenues are properties classified in discontinued operations, management and other fees from affiliates, and interest and other income. Non-segment revenues and net operating income included in the following schedule also consist of revenue generated from commercial properties which are primarily office buildings. Other non-segment assets include co-investments, real estate under development, cash and cash equivalents, marketable securities, notes receivable, other assets and deferred charges. The revenues, net operating income, and assets for each of the reportable operating segments are summarized as follows for the three months ended March 31, 2010 and 2009 (dollars in thousands):

	Three Months Ended March 31,	
	2010	2009
Revenues:		
Southern California	\$ 50,925	\$ 52,296
Northern California	29,987	30,842
Seattle Metro	16,727	18,718
Other real estate assets	2,067	2,058
Total property revenues	<u>\$ 99,706</u>	<u>\$ 103,914</u>
Net operating income:		
Southern California	\$ 34,012	\$ 35,827
Northern California	19,800	21,378
Seattle Metro	10,573	12,405
Other real estate assets	1,122	1,181
Total net operating income	<u>65,507</u>	<u>70,791</u>
Depreciation and amortization	(30,487)	(28,965)
Interest expense	(20,836)	(20,203)
Interest and other income	7,855	3,232
General and administrative	(5,618)	(6,233)
Management and other fees from affiliates	1,478	1,197
Equity (loss) income from co-investments	(41)	539
Gain on early retirement of debt	-	6,124
Impairment and other charges	-	(5,752)
Gain on sale of real estate	-	53
Income before discontinued operations	<u>\$ 17,858</u>	<u>\$ 20,783</u>

Total assets for each of the reportable operating segments are summarized as follows as of March 31, 2010 and December 31, 2009:

	March 31, 2010	December 31, 2009
Assets:		
Southern California	\$ 1,228,598	\$ 1,239,657
Northern California	915,156	923,103
Seattle Metro	413,427	417,708
Other real estate assets	82,714	82,998
Net reportable operating segments - real estate assets	<u>2,639,895</u>	<u>2,663,466</u>
Real estate under development	304,483	274,965
Cash and cash equivalents	40,379	37,934
Marketable securities	114,276	134,844
Co-investments	137,473	70,783
Notes and other receivables	35,545	36,305
Other non-segment assets	36,380	36,340
Total assets	<u>\$ 3,308,431</u>	<u>\$ 3,254,637</u>

(7) Net Income Per Common Share

(Amounts in thousands, except per share and unit data)

	Three Months Ended March 31, 2010			Three Months Ended March 31, 2009		
		Weighted- average Common Shares	Per Common Share Amount		Weighted- average Common Shares	Per Common Share Amount
	Income			Income		
Basic:						
Income from continuing operations available to common stockholders	\$ 13,127	28,968	\$ 0.45	\$ 39,710	26,225	\$ 1.51
Income (loss) from discontinued operations available to common stockholders	-	28,968	-	2,555	26,225	0.10
	<u>13,127</u>		<u>\$ 0.45</u>	<u>42,265</u>		<u>\$ 1.61</u>
Effect of Dilutive Securities (1)(2)	-	51		1,799	2,468	
Diluted:						
Income from continuing operations available to common stockholders (1)	\$ 13,127			\$ 39,710		
Add: noncontrolling interests OP unitholders	-			1,629		
Adjusted income from continuing operations available to common stockholders (1)	13,127	29,019	\$ 0.45	41,339	28,693	\$ 1.44
Income (loss) from discontinued operations available to common stockholders	-			2,555		
Add: noncontrolling interests OP unitholders	-			170		
Adjusted income from discontinued operations available to common stockholders	-	29,019	-	2,725	28,693	0.09
	<u>\$ 13,127</u>		<u>\$ 0.45</u>	<u>\$ 44,064</u>		<u>\$ 1.53</u>

- (1) Weighted convertible limited partnership units of 2,419,837, which includes vested Series Z incentive units, for the three months ended March 31, 2010 were not included in the determination of diluted EPS because they were anti-dilutive. Convertible limited partnership units of 2,444,747, which includes vested Series Z incentive units, for the three months ended March 31, 2009 were included in the determination of diluted EPS because they were dilutive. The Company has the ability to redeem DownREIT limited partnership units for cash and does not consider them to be potentially dilutive securities.

The holders of the exchangeable notes may exchange, at the then applicable exchange rate, the notes for cash and, at the Company's option, a portion of the notes may be exchanged for Essex common stock; the original exchange rate was \$103.25 per share of Essex common stock. During the three months ended March 31, 2010 the weighted average common stock price did not exceed the strike price and therefore common stock issuable upon exchange of the exchangeable notes was not included in the diluted share count as the effect was anti-dilutive.

Stock options of 145,136 and 102,290 for the three months ended March 31, 2010 and 2009, respectively, were not included in the diluted earnings per share calculation because the exercise price of the options were greater than the average market price of the common shares for the three months ended and, therefore, were anti-dilutive.

All shares of cumulative convertible preferred stock Series G have been excluded from diluted earnings per share for the three months ended March 31, 2010 and 2009, as the effect was anti-dilutive.

- (2) For the three months ended March 31, 2010, net income allocated to convertible limited partnership units and vested Series Z units aggregating \$1.1 million has been excluded to income available to common stock holders for the calculation of net income per common share since these units are excluded in the diluted weighted average common shares for the period. For the three months ended March 31, 2009, net income allocated to convertible limited partnership units and vested Series Z units aggregating \$1.8 million has been included to income available to common stock holders for the calculation of net income per common share since these units are included in the diluted weighted average common shares for the period.

(8) Derivative Instruments and Hedging Activities

Currently, the Company uses interest rate swaps and interest rate cap contracts to manage certain interest rate risks. The valuation of these instruments is determined using widely accepted valuation techniques including discounted cash flow analysis on the expected cash flows of each derivative. This analysis reflects the contractual terms of the derivatives, including the period to maturity, and uses observable market-based inputs, including interest rate curves. The fair values of interest rate swaps are determined using the market standard methodology of netting the discounted future fixed cash receipts (or payments) and the discounted expected variable cash payments (or receipts). The variable cash payments (or receipts) are based on an expectation of future interest rates (forward curves) derived from observable market interest rate curves. The Company incorporates credit valuation adjustments to appropriately reflect both its own nonperformance risk and the respective counterparty's nonperformance risk in the fair value measurements.

As of March 31, 2010 the Company had seven forward-starting interest rate swap contracts totaling a notional amount of \$375.0 million with interest rates ranging from 5.1% to 5.9% and settlements dates ranging from October 2010 to October 2011. These derivatives qualify for hedge accounting as they are expected to economically hedge the cash flows associated with future financing of debt between 2010 and 2011. The Company had twelve interest rate cap contracts totaling a notional amount of \$194.2 million that qualify for hedge accounting as they effectively limit the Company's exposure to interest rate risk by providing a ceiling on the underlying variable interest rate for the Company's \$258.6 million of tax exempt variable rate debt. The aggregate carrying value of the forward-starting interest rate swap contracts was a net liability of \$38.8 million and the aggregate carrying value of the interest rate cap contracts was an asset of \$0.2 million. The overall fair value of the derivatives changed by \$8.5 million during the three months ended March 31, 2010 to a net liability of \$38.6 million as of March 31, 2010, and the derivative liability was recorded in cash flow hedge liabilities in the Company's condensed consolidated financial statements. The changes in the fair values of the derivatives are reflected in other comprehensive (loss) income in the Company's condensed consolidated financial statements. No hedge ineffectiveness on cash flow hedges was recognized during the quarters ended March 31, 2010 and 2009.

(9) Discontinued Operations

In the normal course of business, the Company will receive offers for sale of its communities, either solicited or unsolicited. For those offers that are accepted, the prospective buyer will usually require a due diligence period before consummation of the transaction. It is not unusual for matters to arise that result in the withdrawal or rejection of the offer during this process. The Company classifies real estate as "held for sale" when the sale is considered to be probable.

In the first quarter of 2009, the Company sold Carlton Heights Villas, a 70-unit property located in Santee, California and Grand Regency, a 60-unit property in Escondido, California. During the second quarter of 2009, the Company sold Mountain View Apartments, a 106-unit community located in Camarillo, California. During the third quarter of 2009, the Company sold Spring Lake, a 69-unit community located in Seattle, Washington. During the fourth quarter of 2009, the Company sold Maple Leaf, a 48 unit community located in Seattle, Washington. The operations for these sold communities are included in discontinued operations for the three months ended March 31, 2009.

The components of discontinued operations are outlined below and include the results of operations for the respective periods that the Company owned such assets, as described above (dollars in thousands).

	Three Months Ended March 31,	
	2009	2008
Rental revenues	\$ -	\$ 926
Property operating expenses	-	(357)
Depreciation and amortization	-	(239)
Income from real estate sold	-	330
Gain on sale	-	2,472
Internal disposition costs ⁽¹⁾	-	(247)
		2,225
Income from discontinued operations	\$ -	\$ 2,555

(1) Internal disposition costs relate to a disposition incentive program established to pay incremental bonuses for the sale of certain of the Company's communities that are part of the program.

(10) Commitments and Contingencies

The Company is subject to various lawsuits in the normal course of its business operations. Such lawsuits could, but are not expected to have a material adverse effect on the Company's financial condition, results of operations or cash flows.

Item 2: Management's Discussion and Analysis of Financial Condition and Results of Operations

The following discussion should be read in conjunction with our Condensed Consolidated Financial Statements and accompanying Notes thereto included elsewhere herein and with our 2009 Annual Report on Form 10-K for the year ended December 31, 2009 and our Current Report on Form 10-Q for the quarter ended March 31, 2010.

The Company is a fully integrated Real Estate Investment Trust ("REIT"), and its property revenues are generated primarily from apartment community operations. Our investment strategy has two components: constant monitoring of existing markets, and evaluation of new markets to identify areas with the characteristics that underlie rental growth. Our strong financial condition supports our investment strategy by enhancing our ability to quickly shift our acquisition, development, and disposition activities to markets that will optimize the performance of the portfolio.

As of March 31, 2010, we had ownership interests in 133 apartment communities, comprising 27,249 apartment units. Our apartment communities are located in the following major West Coast regions:

Southern California (Los Angeles, Orange, Riverside, Santa Barbara, San Diego and Ventura counties)

Northern California (the San Francisco Bay Area)

Seattle Metro (Seattle metropolitan area)

As of March 31, 2010, we also had ownership interests in five office and commercial buildings (with approximately 215,840 square feet).

As of March 31, 2010, our consolidated development pipeline was comprised of four development projects, two predevelopment projects and four land parcels held for future development or sale aggregating 2,242 units, with total incurred costs of \$304.4 million. The estimated remaining project costs are \$112.5 million and the total active development project costs are \$416.9 million.

The Company has one unconsolidated joint venture development project, Essex Skyline at MacArthur Place, a 349-unit high rise condominium project as of March 31, 2010. Total costs incurred are \$129.4 million, with estimated remaining project costs of \$5.3 million for total estimated costs of \$134.7 million.

The Company's consolidated apartment communities are as follows:

	As of March 31, 2010		As of March 31, 2009	
	Apartment Units	%	Apartment Units	%
Southern California	12,334	51%	12,370	51%
Northern California	6,695	28%	6,457	27%
Seattle Metro	5,249	21%	5,338	22%
Total	24,278	100%	24,165	100%

Co-investments including Fund II communities and communities included in discontinued operations are not included in the table above for both years presented above.

Comparison of the Three Months Ended March 31, 2010 to the Three Months Ended March 31, 2009

Our average financial occupancies for the Company's stabilized apartment communities or "Quarterly Same-Property" (stabilized properties consolidated by the Company for the quarters ended March 31, 2010 and 2009) increased 60 basis points to 97.5% as of March 31, 2010 from 96.9% as of March 31, 2009. Financial occupancy is defined as the percentage resulting from dividing actual rental revenue by total possible rental revenue. Actual rental revenue represents contractual rental revenue pursuant to leases without considering delinquency and concessions. Total possible rental revenue represents the value of all apartment units, with occupied units valued at contractual rental rates pursuant to leases and vacant units valued at estimated market rents. We believe that financial occupancy is a meaningful measure of occupancy because it considers the value of each vacant unit at its estimated market rate. Financial occupancy may not completely reflect short-term trends in physical occupancy and financial occupancy rates as disclosed by other REITs may not be comparable to our calculation of financial occupancy.

The regional breakdown of the Company's Quarterly Same-Property portfolio for financial occupancy for the quarter ended March 31, 2010 and 2009 is as follows:

	Three months ended March 31,	
	2010	2009
Southern California	97.0%	96.4%
Northern California	98.1%	97.7%
Seattle Metro	97.9%	97.1%

The following table provides a breakdown of revenue amounts, including revenues attributable to the Quarterly Same-Property portfolio:

	Number of Properties	Three Months Ended March 31,		Dollar Change	Percentage Change
		2010	2009		
<u>Property Revenues (dollars in thousands)</u>					
Quarterly Same-Property:					
Southern California	59	\$ 49,128	\$ 51,394	\$ (2,266)	(4.4) %
Northern California	27	28,538	30,813	(2,275)	(7.4)
Seattle Metro	23	14,912	16,761	(1,849)	(11.0)
Total Quarterly Same-Property revenues	109	92,578	98,968	(6,390)	(6.5)
Quarterly Non-Same Property Revenues (1)		7,128	4,946	2,182	44.1
Total property revenues		\$ 99,706	\$ 103,914	\$ (4,208)	(4.0) %

(1) Includes one community acquired after January 1, 2009, two redevelopment communities, two development communities, and three commercial buildings.

Quarterly Same-Property Revenues decreased by \$6.4 million or 6.5% to \$92.6 million in the first quarter of 2010 from \$99.0 million in the first quarter of 2009. The decrease was primarily attributable to a decrease in scheduled rents of \$7.3 million or a decrease of 7.6% for the Quarterly Same-Property portfolio from an average rental rate of \$1,404 per unit in the first quarter of 2009 to \$1,297 per unit in the first quarter of 2010. Schedule rents decreased in all regions including decreases in scheduled rents of 4.4%, 7.4%, and 11.0% in Southern California, Northern California, and Seattle Metro, respectively. The decrease in scheduled rents partially offset by an increase of occupancy of 60 basis points or \$0.7 million, from 96.9% for the first quarter of 2009 to 97.5% for the first quarter of 2010. Ratio utility billing system ("RUBS") income increased \$0.2 million, and other income, rent concessions and bad debt expense were consistent between quarters. The Company expects that total Quarterly Same-Property revenues will continue to decrease in the second quarter of 2010 from the same period in 2009, due to an expected decrease in scheduled rents compared to the same period in 2009.

Quarterly Non-Same Property Revenues increased by \$2.1 million or 44.1% to \$7.1 million in the first quarter of 2010 from \$4.9 million in the first quarter of 2009. The increase was primarily due to one community acquired since January 1, 2009, two development communities in lease-up, and two communities that are in redevelopment and classified in non-same property results.

Depreciation expense increased by \$1.5 million or 5.3% for the first quarter of 2010 compared to the first quarter of 2009, due to the acquisition of one community, the completion of two development properties, and the capitalization of approximately \$55.6 million in additions to rental properties, including \$26.7 million spent on redevelopment and revenue generating capital expenditures during 2009.

General and administrative expense decreased \$0.6 million or 9.9% for the quarter ended March 31, 2010 compared to the quarter ended March 31, 2009, primarily due to a workforce reduction of corporate employees in the fourth quarter of 2009 along with other cost control measures implemented by the Company.

Impairment and other charges for the first quarter of 2010 was \$0, compared to \$5.8 million for the first quarter of 2009 due to the write-off of an investment in a joint venture development project.

Interest and other income increased by \$4.6 million for the first quarter of 2010 primarily due to a \$5.0 million gain generated from the sale of marketable securities in the first quarter of 2010 compared to a \$1.0 million gain recorded in the first quarter of 2009 from the sale of marketable securities. Investment and interest income increased \$1.4 million between quarters primarily as a result of significant increases in the average balance of marketable securities held in the first quarter of 2010 compared to 2009, and that increase was partially offset by \$0.6 million generated from TRS activities, and \$0.2 million recorded for lease income in January 2009 due to the lease for the Cadence campus having expired during that month.

Gain on early retirement of debt was \$0 for the first quarter of 2010 compared to \$6.1 million in the first quarter of 2009, due to the repurchase of \$71.3 million of 3.625% exchangeable bonds at a discount to par value.

Income from discontinued operations for the first quarter of 2010 was \$0, compared to \$2.6 million for the first quarter of 2009 which included the sale of Carlton Heights Villa for a gain of \$1.6 million, the sale of Grand Regency for a gain \$0.9 million, and the operating results of the apartment communities Mountain View, Spring Lake, and Maple Leaf, which were sold in the second, third and fourth quarters of 2009, respectively.

Excess of the carrying amount of preferred stock redeemed over the cash paid to redeem preferred stock for the first quarter of 2010 was \$0, compared to \$25.7 million for the first quarter of 2009 related to the repurchase of \$58.2 million of the Company's Series G Cumulative Convertible Preferred Stock at a discount to carrying value.

Liquidity and Capital Resources

In June 2009, Standard and Poor's ("S&P") reaffirmed its corporate credit rating of BBB/Stable for Essex Property Trust, Inc.

At March 31, 2010, the Company had \$22.3 million of unrestricted cash and cash equivalents and \$114.3 million in marketable securities held available for sale. We believe that cash flows generated by our operations, existing cash, cash equivalents, and marketable securities balances, availability under existing lines of credit, access to capital markets and the ability to generate cash from the disposition of real estate are sufficient to meet all of our reasonably anticipated cash needs during 2010. The timing, source and amounts of cash flows provided by financing activities and used in investing activities are sensitive to changes in interest rates and other fluctuations in the capital markets environment, which can affect our plans for acquisitions, dispositions, development and redevelopment activities.

The Company has two outstanding lines of credit in the aggregate of \$450.0 million committed as of March 31, 2010. The Company has a \$200.0 million unsecured line of credit and as of March 31, 2010 there was a \$6.0 million balance on this unsecured line at an average interest rate of 3.3%. The underlying interest rate on the \$200.0 million line is based on a tiered rate structure tied to an S&P rating on the credit facility (currently BBB-) at LIBOR plus 3.0%. This facility matures in December 2010 with two one-year extensions, exercisable by the Company. The Company also has a credit facility from Freddie Mac, which was expanded from \$150.0 million to \$250.0 million during the fourth quarter of 2009, which matures in December 2013. This line is secured by eleven apartment communities. As of March 31, 2010, the Company has \$250.0 million outstanding under this line of credit at an average interest rate of 1.3%. The underlying interest rate on this line is between 99 and 150 basis points over the Freddie Mac Reference Rate and the interest rate is subject to change by the lender in November 2011. The Company's unsecured line of credit agreements contain debt covenants related to limitations on indebtedness and liabilities and maintenance of minimum levels of consolidated earnings before depreciation, interest and amortization. The Company was in compliance with the line of credit covenants as of March 31, 2010 and December 31, 2009.

The Company may from time to time sell shares of common stock into the existing trading market at current market prices as well as through negotiated transactions under its equity distribution programs with Cantor Fitzgerald & Co. ("Cantor") and KeyBanc Capital Markets, Inc. ("KeyBanc"). In May 2009, the Company's Board of Directors approved the sale of up to 7,500,000 shares of common stock under the equity distribution program. Pursuant to this approval, the Company entered in a sales agreement with Cantor on May 6, 2009, for the sale of up to 7,500,000 shares pursuant to the Cantor's equity distribution program. During March 2010, the Company entered into a new equity distribution agreement with Cantor and the Company also entered into an equity distribution agreement with KeyBanc for the sale, under the two agreements, of up to an aggregate of 5,175,000 shares which represented the shares of common stock that remain unsold under the May 2009 equity distribution program. During the three months ended March 31, 2010, pursuant to the equity distribution programs, the Company issued 205,000 shares of common stock at an average price of \$85.72 for approximately \$17.3 million, net of fees and commissions.

During March 2010, the Company filed a new shelf registration statement with the SEC, allowing the Company to sell an undetermined number or amount of certain equity and debt securities as defined in the prospectus.

In August 2007, the Company's Board of Directors authorized a stock repurchase plan to allow the Company to acquire shares in an aggregate of up to \$200.0 million. In February 2009, the Company repurchased 350,000 shares of common stock for \$20.3 million at an average price of \$57.89 per share. After the Series G Preferred Stock repurchases described below, the Company has authorization to repurchase an additional \$41.8 million under the stock repurchase plan.

In 2006, the Company sold 5,980,000 shares of 4.875% Series G Cumulative Convertible Preferred Stock (the "Series G Preferred Stock") for net proceeds of \$145.9 million. Holders may convert Series G Preferred Stock into shares of the Company's common stock subject to certain conditions. The conversion rate was initially 0.1830 shares of common stock per the \$25 share liquidation preference, which is equivalent to an initial conversion price of approximately \$136.62 per share of common stock (the conversion rate will be subject to adjustment upon the occurrence of specified events). On or after July 31, 2011, the Company may, under certain circumstances, cause some or all of the Series G Preferred Stock to be converted into shares of common stock at the then prevailing conversion rate. During 2009, the Company repurchased \$145.0 million in liquidation value of its Series G Preferred Stock at a discount to carrying value, and the excess of the carrying value over the cash paid to redeem the Series G Preferred Stock totaled \$50.0 million. As of March 31, 2010, the carrying value of the Series G Preferred Stock outstanding totaled \$4.3 million. The Company may continue to repurchase Series G Preferred Stock.

In 2005 the Company, through its Operating Partnership, issued \$225.0 million of outstanding exchangeable senior notes (the "Bonds") with a coupon of 3.625% due 2025. The Bonds are senior unsecured obligations of the Operating Partnership, and are fully and unconditionally guaranteed by the Company. On or after November 1, 2020, the Bonds will be exchangeable at the option of the holder into cash and, in certain circumstances at Essex's option, shares of the Company's common stock at an initial exchange price of \$103.25 per share subject to certain adjustments. The Bonds will also be exchangeable prior to November 1, 2020, but only upon the occurrence of certain specified events. On or after November 4, 2010, the Operating Partnership may redeem all or a portion of the Notes at a redemption price equal to the principal amount plus accrued and unpaid interest (including additional interest, if any). Bond holders may require the Operating Partnership to repurchase all or a portion of the Bonds at a purchase price equal to the principal amount plus accrued and unpaid interest (including additional interest, if any) on the Bonds on November 1, 2010, November 1, 2015 and November 1, 2020. During 2008 and 2009, the Company repurchased \$220.0 million of these Bonds at a discount to par value. As of March 31, 2010, the carrying value of the Bonds outstanding totaled \$4.9 million. The Company may continue to repurchase Bonds.

As of March 31, 2010, the Company's mortgage notes payable totaled \$1.6 billion which consisted of \$1.4 billion in fixed rate debt with interest rates varying from 4.86% to 8.18% and maturity dates ranging from 2010 to 2020 and \$258.6 million of variable rate debt with a weighted average interest rate of 2.3%, which \$214.0 million of the variable debt is tax-exempt variable rate demand notes. The tax-exempt variable rate demand bonds have maturity dates ranging from 2025 to 2039, and \$194.2 million are subject to interest rate caps.

The Company pays quarterly dividends from cash available for distribution. Until it is distributed, cash available for distribution is invested by the Company primarily in investment grade securities held available for sale or is used by the Company to reduce balances outstanding under its line of credit.

The Company's current financing activities have been impacted by the instability and tightening in the credit markets which has led to an increase in spreads and pricing of secured and unsecured debt. Our strong balance sheet, the established relationships with our unsecured line of credit bank group, the secured line of credit with Freddie Mac and access to Fannie Mae and Freddie Mac secured debt financing have provided some insulation to us from the turmoil being experienced by many other real estate companies. The Company has benefited from borrowing from Fannie Mae and Freddie Mac, and there are no assurances that these entities will lend to the Company in the future. The Company has experienced more restrictive loan to value and debt service coverage ratio limits and an expansion in credit spreads. Continued turmoil in the capital markets could negatively impact the Company's ability to make acquisitions, develop communities, obtain new financing, and refinance existing borrowing at acceptable rates.

Derivative Activity

As of March 31, 2010 the Company had seven forward-starting interest rate swap contracts totaling a notional amount of \$375.0 million with interest rates ranging from 5.1% to 5.9% and settlements dates ranging from October 2010 to October 2011. These derivatives qualify for hedge accounting as they are expected to economically hedge the cash flows associated with future financing of debt between 2010 and 2011. The Company had twelve interest rate cap contracts totaling a notional amount of \$194.2 million that qualify for hedge accounting as they effectively limit the Company's exposure to interest rate risk by providing a ceiling on the underlying variable interest rate for the Company's \$258.6 million of tax exempt variable rate debt. The aggregate carrying value of the forward-starting interest rate swap contracts was a net liability of \$38.8 million and the aggregate carrying value of the interest rate cap contracts was an asset of \$0.2 million. The overall fair value of the derivatives changed by \$8.5 million during the three months ended March 31, 2010 to a net liability of \$38.6 million as of March 31, 2010, and the derivative liability was recorded in cash flow hedge liabilities in the Company's condensed consolidated financial statements. The changes in the fair values of the derivatives are reflected in other comprehensive (loss) income in the Company's condensed consolidated financial statements. No hedge ineffectiveness on cash flow hedges was recognized during the quarter ended March 31, 2010 and 2009.

Development and Predevelopment Pipeline

The Company defines development activities as new properties that are being constructed, or are newly constructed and, in the case of development communities, are in a phase of lease-up and have not yet reached stabilized operations. As of March 31, 2010, the Company had four consolidated and one joint venture development projects aggregating 1,214 units for an estimated cost of \$454.2 million, of which \$117.8 million remains to be expended.

The Company defines the predevelopment pipeline as new properties in negotiation or in the entitlement process with a high likelihood of becoming development activities. As of March 31, 2010, the Company had two development communities aggregating 357 units that were classified as predevelopment projects. The estimated total cost of the predevelopment pipeline at March 31, 2010 was \$31.4 million. The Company may also from time to time acquire land for future development or sale. The Company owned four land parcels held for future development or sale aggregating 1,020 units as of March 31, 2010. The aggregate carrying value for these four land parcels was \$66.0 million as of March 31, 2010.

The Company expects to fund the development and predevelopment pipeline by using a combination of some or all of the following sources: its working capital, amounts available on its lines of credit, net proceeds from public and private equity and debt issuances, and proceeds from the disposition of properties, if any.

Redevelopment

The Company defines redevelopment activities as existing properties owned or recently acquired, which have been targeted for additional investment by the Company with the expectation of increased financial returns through property improvement. The Company's redevelopment strategy strives to improve the financial and physical aspects of the Company's redevelopment apartment communities and to target at least an 8 to 10 percent return on the incremental renovation investment. Many of the Company's properties are older and in excellent neighborhoods, providing lower density with large floor plans that represent attractive redevelopment opportunities. During redevelopment, apartment units may not be available for rent and, as a result, may have less than stabilized operations. As of March 31, 2010, the Company had four redevelopment communities aggregating 1,032 apartment units with estimated redevelopment costs of \$64.2 million, of which approximately \$34.1 million remains to be expended.

Alternative Capital Sources

Fund II has eight institutional investors, and the Company, with combined partner equity contributions of \$265.9 million that were fully contributed as of 2008. The Company contributed \$75.0 million to Fund II, which represents a 28.2% interest as general partner and limited partner. Fund II utilized leverage equal to approximately 55% upon the initial acquisition of the underlying real estate. Fund II invested in apartment communities in the Company's targeted West Coast markets and, as of March 31, 2010, owned fourteen apartment communities. The Company records revenue for its asset management, property management, development and redevelopment services when earned, and promote income when realized if Fund II exceeds certain financial return benchmarks.

Contractual Obligations and Commercial Commitments

The following table summarizes the maturation or due dates of our contractual obligations and other commitments at March 31, 2010, and the effect these obligations could have on our liquidity and cash flow in future periods:

(In thousands)	2010	2011 and 2012	2013 and 2014	Thereafter	Total
Mortgage notes payable	\$ 139,929	\$ 213,491	\$ 268,269	\$ 1,005,045	\$ 1,626,734
Exchangeable bonds	4,918	-	-	-	4,918
Lines of credit	6,000	-	250,000	-	256,000
Interest on indebtedness ⁽¹⁾	67,922	137,064	103,537	213,763	522,286
Development commitments	60,500	52,000	-	-	112,500
Redevelopment commitments	20,000	14,145	-	-	34,145
	<u>\$ 299,269</u>	<u>\$ 416,700</u>	<u>\$ 621,806</u>	<u>\$ 1,218,808</u>	<u>\$ 2,556,583</u>

(1) Interest on indebtedness for variable debt was calculated using interest rates as of March 31, 2010.

Critical Accounting Policies and Estimates

The preparation of consolidated financial statements, in accordance with U.S. generally accepted accounting principles requires the Company to make estimates and judgments that affect the reported amounts of assets, liabilities, revenues and expenses and related disclosures of contingent assets and liabilities. We define critical accounting policies as those accounting policies that require our management to exercise their most difficult, subjective and complex judgments. Our critical accounting policies relate principally to the following key areas: (i) consolidation under applicable accounting standards for entities that are not wholly owned; (ii) assessing the carrying values of our real estate properties and investments in and advances to joint ventures and affiliates; (iii) internal cost capitalization; and (iv) qualification as a REIT. The Company bases its estimates on historical experience, current market conditions, and on various other assumptions that are believed to be reasonable under the circumstances. Actual results may differ from those estimates made by management.

The Company's critical accounting policies and estimates have not changed materially from information reported in Note 2, "Summary of Critical and Significant Accounting Policies," in the Company's Annual Report on Form 10-K for the year ended December 31, 2009.

Forward Looking Statements

Certain statements in this "Management's Discussion and Analysis of Financial Condition and Results of Operations," and elsewhere in this quarterly report on Form 10-Q which are not historical facts may be considered forward looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities and Exchange Act of 1934, as amended, including statements regarding the Company's expectations, hopes, intentions, beliefs and strategies regarding the future. Forward looking statements include statements regarding the Company's expectations as to the total projected costs of predevelopment, development and redevelopment projects, expectations that scheduled rents will continue to decrease, expectation that the Company may continue to purchase Series G Preferred Stock and bonds, the Company's reduced risk of loss from mold cases, beliefs as to our ability to meet our cash needs during 2010 and to provide for dividend payments in accordance with REIT requirements, expectations as to the sources for funding the Company's development and redevelopment pipeline and statements regarding the Company's financing activities.

Such forward-looking statements involve known and unknown risks, uncertainties and other factors including, but not limited to, that the Company will fail to achieve its business objectives, that the total projected costs of current predevelopment, development and redevelopment projects exceed expectations, that such development and redevelopment projects will not be completed, that development and redevelopment projects and acquisitions will fail to meet expectations, that estimates of future income from an acquired property may prove to be inaccurate, that future cash flows will be inadequate to meet operating requirements and/or will be insufficient to provide for dividend payments in accordance with REIT requirements, that there may be a downturn in the markets in which the Company's properties are located, that the terms of any refinancing may not be as favorable as the terms of existing indebtedness, and that mold lawsuits will be more costly than anticipated, as well as those risks, special considerations, and other factors discussed in Item 1A, "Risk Factors," in Part II "Other Information" in this current report on Form 10-Q for the quarter ended March 31, 2010 and those discussed in Item 1A, "Risk Factors," of the Company's Annual Report on Form 10-K for the year ended December 31, 2009, and those risk factors and special considerations set forth in the Company's other filings with the Securities and Exchange Commission (the "SEC") which may cause the actual results, performance or achievements of the Company to be materially different from any future results, performance or achievements expressed or implied by such forward-looking statements. All forward-looking statements are made as of the date hereof, and the Company assumes no obligation to update this information.

Funds from Operations (“FFO”)

FFO is a financial measure that is commonly used in the REIT industry. The Company presents funds from operations as a supplemental performance measure. FFO is not used by the Company as, nor should it be considered to be, an alternative to net earnings computed under GAAP as an indicator of the Company’s operating performance or as an alternative to cash from operating activities computed under GAAP as an indicator of the Company’s ability to fund its cash needs.

FFO is not meant to represent a comprehensive system of financial reporting and does not present, nor does it intend to present, a complete picture of the Company’s financial condition and operating performance. The Company believes that net earnings computed under GAAP remain the primary measure of performance and that FFO is only meaningful when it is used in conjunction with net earnings. Further, the Company believes that its consolidated financial statements, prepared in accordance with GAAP, provide the most meaningful picture of its financial condition and its operating performance.

In calculating FFO, the Company follows the definition for this measure published by the National Association of REITs (“NAREIT”), which is a REIT trade association. The Company believes that, under the NAREIT FFO definition, the two most significant adjustments made to net income are (i) the exclusion of historical cost depreciation and (ii) the exclusion of gains and losses from the sale of previously depreciated properties. The Company agrees that these two NAREIT adjustments are useful to investors for the following reasons:

(a) historical cost accounting for real estate assets in accordance with GAAP assumes, through depreciation charges, that the value of real estate assets diminishes predictably over time. NAREIT stated in its White Paper on Funds from Operations “since real estate asset values have historically risen or fallen with market conditions, many industry investors have considered presentations of operating results for real estate companies that use historical cost accounting to be insufficient by themselves.” Consequently, NAREIT’s definition of FFO reflects the fact that real estate, as an asset class, generally appreciates over time and depreciation charges required by GAAP do not reflect the underlying economic realities.

(b) REITs were created as a legal form of organization in order to encourage public ownership of real estate as an asset class through investment in firms that were in the business of long-term ownership and management of real estate. The exclusion, in NAREIT’s definition of FFO, of gains and losses from the sales of previously depreciated operating real estate assets allows investors and analysts to readily identify the operating results of the long-term assets that form the core of a REIT’s activity and assists in comparing those operating results between periods.

Management believes that it has consistently applied the NAREIT definition of FFO to all periods presented. However, there is judgment involved and other REITs’ calculation of FFO may vary from the NAREIT definition for this measure, and thus their disclosure of FFO may not be comparable to the Company’s calculation.

The following table sets forth the Company's calculation of FFO for the three months ended March 31, 2010 and 2009 (in thousands except for per share data):

	Three Months Ended March 31,	
	2010	2009
Net income available to common stockholders	\$ 13,127	\$ 42,265
Adjustments:		
Depreciation and amortization	30,487	29,204
Gains not included in FFO, net of disposition costs ⁽¹⁾	-	(2,225)
Noncontrolling interest and co-investments ⁽²⁾	2,129	2,563
Funds from operations	<u>\$ 45,743</u>	<u>\$ 71,807</u>
Funds from operations per share - diluted	<u>\$ 1.46</u>	<u>\$ 2.50</u>
Weighted average number shares outstanding diluted ⁽³⁾	<u>31,438,408</u>	<u>28,692,959</u>

- (1) Internal disposition costs relate to a disposition incentive program established to pay incremental bonuses totaling \$0.2 million for the three months ended March 31, 2009, for the sale of certain of the Company's communities that are part of the program.
- (2) Amount includes the following: (i) noncontrolling interest related to Operating Partnership units, and (ii) add back of depreciation expense from unconsolidated co-investments and less depreciation attributable to third-party ownership of consolidated co-investments.
- (3) Assumes conversion of all dilutive outstanding operating partnership interests in the Operating Partnership.

Item 3: Quantitative and Qualitative Disclosures About Market Risks

Interest Rate Hedging Activities

The Company's objective in using derivatives is to add stability to interest expense and to manage its exposure to interest rate movements or other identified risks. To accomplish this objective, the Company primarily uses interest rate swaps as part of its cash flow hedging strategy. Interest rate swaps designated as cash flow hedges involve the receipt of variable-rate amounts in exchange for fixed-rate payments over the life of the agreements without exchange of the underlying principal amount. As of March 31, 2010, we had entered into seven forward-starting swap contracts to mitigate the risk of changes in the interest-related cash outflows on forecasted issuance of long-term debt. The forward-starting swaps are cash flow hedges of the variability in ten years of forecasted interest payments associated with the future financings of debt between 2010 and 2011. The Company had twelve interest rate cap contracts totaling a notional amount of \$194.2 million that qualify for hedge accounting as they effectively limit the Company's exposure to interest rate risk by providing a ceiling on the underlying variable interest rate for the Company's \$258.6 million of tax exempt variable rate debt. All derivative instruments are designated as cash flow hedges, and the Company does not have any fair value hedges as of March 31, 2010.

The following table summarizes the notional amount, carrying value, and estimated fair value of our derivative instruments used to hedge interest rates as of March 31, 2010. The notional amount represents the aggregate amount of a particular security that is currently hedged at one time, but does not represent exposure to credit, interest rates or market risks. The table also includes a sensitivity analysis to demonstrate the impact on our derivative instruments from an increase or decrease in 10-year Treasury bill interest rates by 50 basis points, as of March 31, 2010.

(Dollars in thousands)	Notional Amount	Maturity Date Range	Carrying and Estimate Fair Value	Estimated Carrying Value + 50 Basis Points	- 50 Basis Points
Cash flow hedges:					
Interest rate forward-starting swaps	\$ 375,000	2010-2011	\$ (38,808)	\$ (22,630)	\$ (56,608)
Interest rate caps	194,179	2010-2015	190	411	80
Total cash flow hedges	<u>\$ 569,179</u>	<u>2010-2013</u>	<u>\$ (38,618)</u>	<u>\$ (22,219)</u>	<u>\$ (56,528)</u>

Interest Rate Sensitive Liabilities

The Company is exposed to interest rate changes primarily as a result of its lines of credit and long-term tax exempt variable rate debt. The Company's interest rate risk management objective is to limit the impact of interest rate changes on earnings and cash flows and to lower its overall borrowing costs. To achieve its objectives the Company borrows primarily at fixed rates and may enter into derivative financial instruments such as interest rate swaps, caps and treasury locks in order to mitigate its interest rate risk on a related financial instrument. The Company does not enter into derivative or interest rate transactions for speculative purposes.

The Company's interest rate risk is monitored using a variety of techniques. The table below presents the principal amounts and weighted average interest rates by year of expected maturity to evaluate the expected cash flows.

For the Years Ended	2010 ⁽¹⁾	2011 ⁽²⁾	2012	2013	2014	Thereafter	Total	Fair value
(In thousands)								
Fixed rate debt	\$ 135,072	147,403	31,179	187,831	80,438	791,089	\$1,373,012	\$1,402,000
Average interest rate	7.0%	6.4%	5.4%	5.8%	5.7%	5.7%	6.0%	
Variable rate debt	\$ 15,775	34,909	-	250,000	-	213,956 ⁽³⁾	\$ 514,640	\$ 492,100
Average interest	4.4%	2.2%	0.0%	1.5%	-	2.2%	1.9%	

(1) \$150 million covered by three forward-starting swaps with fixed rates ranging from 5.099% to 5.824%, with a settlement date on or before January 1, 2011.

(2) \$125 million covered by forward-starting swaps with fixed rates ranging from 5.655% to 5.8795%, with a settlement date on or before February 1, 2011. \$50 million covered by a forward-starting swap with a fixed rate of 5.535%, with a settlement date on or before July, 1 2011. \$50 million covered by a forward-starting swap with a fixed rate of 5.343%, with a settlement date on or before October 1, 2011. The Company intends to refinance certain secured loans during 2011 in conjunction with the settlement of these forward-starting swaps.

(3) \$194.2 million subject to interest rate caps.

The table incorporates only those exposures that exist as of March 31, 2010; it does not consider those exposures or positions that could arise after that date. As a result, our ultimate realized gain or loss, with respect to interest rate fluctuations and hedging strategies, would depend on the exposures that arise prior to settlement.

Item 4: Controls and Procedures

As of March 31, 2010, we carried out an evaluation, under the supervision and with the participation of management, including our Chief Executive Officer and Chief Financial Officer, of the effectiveness of the design and operation of our disclosure controls and procedures pursuant to Rules 13a-15 of the Securities Exchange Act of 1934, as amended. Based upon that evaluation, the Chief Executive Officer and Chief Financial Officer concluded that our disclosure controls and procedures are effective in timely alerting management to material information relating to the Company that is required to be included in our periodic filings with the Securities and Exchange Commission. There were no changes in the Company's internal control over financial reporting, that occurred during the quarter ended March 31, 2010, that have materially affected, or are reasonably likely to materially affect, the Company's internal control over financial reporting.

Part II -- Other Information

Item 1: Legal Proceedings

Recently there has been an increasing number of lawsuits against owners and managers of apartment communities alleging personal injury and property damage caused by the presence of mold in residential real estate. Some of these lawsuits have resulted in substantial monetary judgments or settlements. The Company has been sued for mold related matters and has settled some, but not all, of such matters. Insurance carriers have reacted to mold related liability awards by excluding mold related claims from standard policies and pricing mold endorsements at prohibitively high rates. The Company has, however, purchased pollution liability insurance, which includes some coverage for mold. The Company has adopted policies for promptly addressing and resolving reports of mold when it is detected, and to minimize any impact mold might have on residents of the property. The Company believes its mold policies and proactive response to address any known existence, reduces its risk of loss from these cases. There can be no assurances that the Company has identified and responded to all mold occurrences, but the Company promptly addresses all known reports of mold. Liabilities resulting from such mold related matters are not expected to have a material adverse effect on the Company's financial condition, results of operations or cash flows. As of March 31, 2010, no potential liabilities for mold and other environmental liabilities are quantifiable and an estimate of possible loss cannot be made.

The Company carries comprehensive liability, fire, extended coverage and rental loss insurance for each of the Company's communities. Insured risks for comprehensive liability covers claims in excess of \$25,000 per incident, and property insurance covers losses in excess of a \$5.0 million deductible per incident. There are, however, certain types of extraordinary losses, such as, for example, losses for terrorism and earthquake, for which the Company does not have insurance. Substantially all of the Properties are located in areas that are subject to earthquakes.

The Company is subject to various other lawsuits in the normal course of its business operations. Such lawsuits could, but are not expected to, have a material adverse effect on the Company's financial condition, results of operations or cash flows.

Item IA: Risk Factors

In evaluating all forward-looking statements, you should specifically consider various factors that may cause actual results to vary from those contained in the forward-looking statements. Many factors affect the Company's actual financial performance and may cause the Company's future results to be different from past performance or trends. These factors include those set forth under the caption "Risk Factors" in Item IA of the Company's Annual Report on Form 10-K for the year ended December 31, 2009 as filed with the SEC and available at www.sec.gov.

Item 6: Exhibits

A. Exhibits

- 10.1 Equity Distribution Agreement between Essex Property Trust, Inc. and Cantor Fitzgerald & Co. dated March 25, 2010, attached as Exhibit 10-1 to the Company's 8-K, filed March 26, 2010, and incorporated herein by reference.
- 10.2 Equity Distribution Agreement between Essex Property Trust, Inc. and KeyBanc Capital Market, Inc. dated March 25, 2010, attached as Exhibit 10-1 to the Company's 8-K, filed March 26, 2010, and incorporated herein by reference.
- [10.3](#) Amended and restated 2004 Non-Employee Director Equity Award Program, dated as of February 23, 2010.
- [12.1](#) Ratio of Earnings to Fixed Charges.
- [31.1](#) Certification of Keith R. Guericke, Chief Executive Officer, pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
- [31.2](#) Certification of Michael T. Dance, Chief Financial Officer, pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
- [32.1](#) Certification of Keith R. Guericke, Chief Executive Officer, pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.
- [32.2](#) Certification of Michael T. Dance, Chief Financial Officer, pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

ESSEX PROPERTY TRUST, INC.
(Registrant)

Date: May 6, 2010

By: /S/ MICHAEL T. DANCE

Michael T. Dance
Executive Vice President, Chief Financial Officer
(Authorized Officer, Principal Financial Officer)

By: /S/ BRYAN G. HUNT

Bryan G. Hunt
Vice President, Chief Accounting Officer

ESSEX PROPERTY TRUST, INC.

Amended and Restated 2004 Non-Employee Director Equity Award Program

February 23, 2010

The undersigned, Michael T. Dance, hereby certifies that:

1. He is the duly elected and acting Executive Vice President, Chief Financial Officer and Assistant Secretary of Essex Property Trust, Inc., a Maryland corporation (the “Company”).

2. Effective February 23, 2010, the Company’s 2004 Non-Employee Director Option Program is amended in its entirety to be re-named the “Amended and Restated 2004 Non-Employee Director Equity Award Program” and read in full as follows:

**Article I
ESTABLISHMENT AND PURPOSE OF THE PROGRAM**

1.01 Establishment of Program

The Amended and Restated 2004 Non-Employee Director Equity Award Program (the “Program”) is adopted pursuant to the Essex Property Trust, Inc. 2004 Stock Incentive Plan (the “Plan”), and, in addition to the terms and conditions set forth below, is subject to the provisions of the Plan.

1.02 Purpose of Program

The purpose of the Program is to enhance the ability of the Company to attract and retain directors who are not Employees (“Non-Employee Directors”) through a program of automatic equity awards.

1.03 Effective Date of the Program

The Program as originally adopted was effective upon approval of the Plan by the stockholders of the Company, and has remained effective as amended since that approval. This amendment and restatement of the Program is effective as of February 23, 2010. Awards made under the Program will be governed by the respective terms of the Program and related Award Agreements that applied on the respective grant dates of the awards, and the provisions of this amendment and restatement shall not affect Awards made prior to February 23, 2010.

**Article II
DEFINITIONS**

Capitalized terms in this Program, unless otherwise defined herein, have the meanings given to them in the Plan.

3.01 Date of Grant and Number of Shares

(a) Initial Grant. A one-time Non-Qualified Stock Option to purchase shares of Common Stock shall be granted (the “Initial Grant”) to each Non-Employee Director upon the date each such Non-Employee Director first becomes a Non-Employee Director (whether by appointment by the Board of Directors or election by stockholders). The Initial Grant shall have a dollar value equal to \$80,000 on the grant date, and the number of shares underlying the Initial Grant shall equal \$80,000 divided by the Black-Scholes value per share (based on grant date share price, volatility, dividend, risk free rate and term variables) or similar methodology used to determine compensation expense in the Company’s financial statements.

(b) Annual Grants . In addition, immediately following each annual meeting of the Company's stockholders and on that meeting date, commencing with the annual meeting of the Company's stockholders in 2010, each Non-Employee Director who continues as a Non-Employee Director following such annual meeting shall be granted an equity award having a dollar value equal to \$50,000 on the grant date (a "Subsequent Grant"), provided that no Subsequent Grant shall be made to any Non-Employee Director who has not served as a director of the Company, as of the time of such annual meeting, for at least eleven (11) months. Each such Subsequent Grant shall be made on the date of the annual stockholders' meeting in question.

(1) Each Non-Employee Director may elect to receive the Subsequent Grant in the form of a Non-Qualified Stock Option or Restricted Stock Units, under the form of Award Agreement respectively attached to this Program. The Non-Employee Director must make the foregoing election by or immediately after the end of the annual meeting to which the Subsequent Grant relates, in an election form and under related procedures as may from time to time be communicated to the Non-Employee Director prior to the annual meeting. If an election is not timely made for any reason, the Non-Employee Director shall be deemed without further action to have elected a Non-Qualified Stock Option.

(2) If the Subsequent Grant is a Non-Qualified Stock Option, it shall have a dollar value equal to \$50,000 on the grant date, and the number of shares underlying the Subsequent Grant shall equal \$50,000 divided by the Black-Scholes value per share (based on grant date share price, volatility, dividend, risk free rate and term variables) or similar methodology used to determine compensation expense in the Company's financial statements.

(3) If the Subsequent Grant is in the form of Restricted Stock Units, the number of shares underlying that Award will be equal to \$50,000, divided by the Fair Market Value per Share of the Common Stock on the grant date.

3.02 Vesting

Each Initial Grant under the Program will vest and become exercisable as to one-third (1/3) of the shares of Common Stock subject to the Option on each yearly anniversary of the grant date, such that the Option will be fully exercisable three (3) years after the grant date. Each Subsequent Grant, whether an Option or Restricted Stock Units, will fully vest on the first anniversary of the grant date, subject to the Non-Employee Director's Continuous Service as a member of the Board through such date. Unless the Committee determines otherwise, if the Non-Employee Director terminates Continuous Service as a member of the Board for any reason prior to the vesting of the Initial Grant or the Subsequent Grant, the vesting of such Awards shall cease effective as of such termination, the unvested portion of the Awards shall be forfeited immediately upon such termination of Continuous Service as a member of the Board and the Non-Employee Director shall have no further rights with respect thereto.

3.03 Restricted Stock Unit Settlement Date

Each Restricted Stock Unit granted under the Program shall be settled, as soon as reasonably practicable, and in any case within 30 days, following the vesting date.

3.04 Exercise Price of Options

The exercise price per Share of Common Stock of each Option granted under the Program shall be one hundred percent (100%) of the Fair Market Value per Share on the date of grant.

3.05 Term of Options

The term of each Option granted under the Program shall be 10 years from the date of grant of the Option.

3.06 Corporate Transaction/Change in Control

Each Award under the Program shall be subject to the provisions of Section 11 of the Plan relating to the effect on Awards of a Corporate Transaction or Change in Control.

3.07 Capitalization Adjustments

The number of Shares subject to the Awards granted under the Program and the exercise price of Options granted under the Plan shall be subject to the adjustment provision of Section 10 of the Plan.

3.08 Written Grant Agreement; Authority

The grant of Awards under the Program shall be made solely by and subject to the terms set forth in a written agreement in a form to be approved by the Committee and duly executed by the Non-Employee Director and an officer of the Company designated for such purpose by the Committee from time to time. The officer(s) so designated by the Committee shall be authorized to take all actions and execute all documents as necessary or desirable to implement the provisions of the Program, without further action or authorization from the Committee.

3.09 Program Subject to Amendment, Modification and Termination

This Program may be amended, modified or terminated by the Committee in the future at its sole discretion. No Non-Employee Director shall have any rights hereunder unless and until an Award is actually granted. Without limiting the generality of the foregoing, the Committee hereby expressly reserves the authority to terminate this Program during any year up and until the election or appointment of members of the Board.

3.10 Code Section 409A

It is intended that Awards granted under the Program will be exempt from Code Section 409A. In furtherance of this intent, the provisions of this Program will be interpreted, operated, and administered in a manner consistent with these intentions. Notwithstanding anything to the contrary in the Program and without limiting this Section 3.10, in the event that the Committee determines that any payment under the Program may be subject to Section 409A of the Code, the Committee may adopt such amendments to Program or adopt other policies and procedures (including amendments, policies and procedures with retroactive effect), or take any other actions, in each case, without the consent of the Non-Employee Director, that the Committee determines are reasonable, necessary or appropriate to comply with the requirements of Section 409A of the Code and related Department of Treasury guidance. In that light, the Company makes no representation or covenant to ensure that the payments under the Program are exempt from or compliant with Section 409A of the Code and will have no liability to a Non-Employee Director or any other party if a payment under the Program that is intended to be exempt from, or compliant with, Section 409A of the Code is not so exempt or compliant or for any action taken by the Committee with respect thereto.

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IN WITNESS HEREOF, the undersigned has set his hand hereunto as of the date first written above.

/S/ Michael T. Dance

Name: Michael T. Dance

Title: Executive Vice President, Chief Financial Officer and
Assistant Secretary

ESSEX PROPERTY TRUST, INC. 20004 STOCK INCENTIVE PLAN

2004 NON-EMPLOYEE DIRECTOR OPTION PROGRAM

NOTICE OF NON-QUALIFIED STOCK OPTION AWARD

Grantee's Name and Address:

You (the "Grantee") have been granted an option to purchase shares of Common Stock, subject to the terms and conditions of this Notice of Stock Option Award (the "Notice"), the Essex Property Trust, Inc. 2004 Stock Incentive Plan (the "Plan"), and the Essex Property Trust, Inc. 2004 Non-Employee Director Option Program (the "Program"), as amended from time to time, and the Non-Qualified Stock Option Award Agreement (the "Option Agreement") attached hereto, as follows. Unless otherwise defined herein, the terms defined in the Plan and the Program shall have the same defined meanings in this Notice.

Award Number

Date of Award

Vesting Commencement Date

Exercise Price per Share

\$

Total Number of Shares Subject to the Option (the "Shares")

Total Exercise Price

\$

Type of Option

Non-Qualified Stock Option

Expiration Date

Post-Termination Exercise Period: Three (3) Months

Vesting Schedule :

Subject to the Grantee's Continuous Service and other limitations set forth in this Notice, the Plan, the Program and the Option Agreement, the Option may be exercised, in whole or in part, in accordance with the following schedule:

100% of the Shares subject to the Option shall vest on the first anniversary of the Vesting Commencement Date.

IN WITNESS WHEREOF, the Company and the Grantee have executed this Notice and agree that the Option is to be governed by the terms and conditions of this Notice, the Plan, the Program and the Option Agreement.

Essex Property Trust, Inc.,
a Maryland corporation

By:

Title:

THE GRANTEE ACKNOWLEDGES AND AGREES THAT THE SHARES SUBJECT TO THE OPTION SHALL VEST, IF AT ALL, ONLY DURING THE PERIOD OF THE GRANTEE'S CONTINUOUS SERVICE (NOT THROUGH THE ACT OF BEING GRANTED THE OPTION OR ACQUIRING SHARES HEREUNDER).

The Grantee acknowledges receipt of a copy of the Plan, the Program and the Option Agreement, and represents that he or she is familiar with the terms and provisions thereof, and hereby accepts the Option subject to all of the terms and provisions hereof and thereof. The Grantee has reviewed this Notice, the Plan, the Program and the Option Agreement in their entirety, has had an opportunity to obtain the advice of counsel prior to executing this Notice, and fully understands all provisions of this Notice, the Plan, the Program and the Option Agreement. The Grantee hereby agrees that all questions of interpretation and administration relating to this Notice, the Plan, the Program and the Option Agreement shall be resolved by the Administrator in accordance with Section 13 of the Option Agreement. The Grantee further agrees to the venue selection and waiver of a jury trial in accordance with Section 14 of the Option Agreement. The Grantee further agrees to notify the Company upon any change in the residence address indicated in this Notice.

Dated: _____

Signed: _____

Grantee

ESSEX PROPERTY TRUST, INC. 2004 STOCK INCENTIVE PLAN

2004 NON-EMPLOYEE DIRECTOR OPTION PROGRAM

NON-QUALIFIED STOCK OPTION AWARD AGREEMENT

1. Grant of Option. Essex Property Trust, Inc., a Maryland corporation (the "Company"), hereby grants to the Grantee (the "Grantee") named in the Notice of Non-Qualified Stock Option Award (the "Notice"), an option (the "Option") to purchase the Total Number of Shares of Common Stock subject to the Option (the "Shares") set forth in the Notice, at the Exercise Price per Share set forth in the Notice (the "Exercise Price") subject to the terms and provisions of the Notice, this Non-Qualified Stock Option Award Agreement (the "Option Agreement"), the Company's 2004 Stock Incentive Plan (the "Plan"), and the Company's 2004 Non-Employee Director Option Program (the "Program"), as amended from time to time, which are incorporated herein by reference. Unless otherwise defined herein, the terms defined in the Plan and the Program shall have the same defined meanings in this Option Agreement.

The Option is intended to qualify as a Non-Qualified Stock Option and not as an Incentive Stock Option as defined in Section 422 of the Code.

2. Exercise of Option.

(a) Right to Exercise. The Option shall be exercisable during its term in accordance with the Vesting Schedule set out in the Notice and with the applicable provisions of the Plan, the Program and this Option Agreement. The Option shall be subject to the provisions of Section 11 of the Plan relating to the exercisability or termination of the Option in the event of a Corporate Transaction or a Change in Control. The Grantee shall be subject to reasonable limitations on the number of requested exercises during any monthly or weekly period as determined by the Administrator. In no event shall the Company issue fractional Shares.

(b) Method of Exercise. The Option shall be exercisable only by delivery of an Exercise Notice (a form of which is attached as Exhibit A) or by such other procedure as specified from time to time by the Administrator which shall state the election to exercise the Option, the whole number of Shares in respect of which the Option is being exercised, and such other provisions as may be required by the Administrator. The exercise notice shall be delivered in person, by certified mail, or by such other method (including electronic transmission) as determined from time to time by the Administrator to the Company accompanied by payment of the Exercise Price. The Option shall be deemed to be exercised upon receipt by the Company of such notice accompanied by the Exercise Price, which, to the extent selected, shall be deemed to be satisfied by use of the broker-dealer sale and remittance procedure to pay the Exercise Price provided in Section 4(d), below.

(c) Taxes. No Shares will be delivered to the Grantee or other person pursuant to the exercise of the Option until the Grantee or other person has made arrangements acceptable to the Administrator for the satisfaction of applicable income tax and employment tax withholding obligations, including, without limitation, obligations incident to the receipt of Shares. Upon exercise of the Option, the Company or the Grantee's employer may offset or withhold (from any amount owed by the Company or the Grantee's employer to the Grantee) or collect from the Grantee or other person an amount sufficient to satisfy such tax withholding obligations.

3. Restrictions on Exercise. The Option may not be exercised if the issuance of the Shares subject to the Option upon such exercise would constitute a violation of any Applicable Laws.

4. Method of Payment . Payment of the Exercise Price shall be by any of the following, or a combination thereof, at the election of the Grantee; provided, however, that such exercise method does not then violate any Applicable Law:

(a) cash;

(b) check;

(c) surrender of Shares or delivery of a properly executed form of attestation of ownership of Shares as the Administrator may require which have a Fair Market Value on the date of surrender or attestation equal to the aggregate Exercise Price of the Shares as to which the Option is being exercised, provided, however, that Shares acquired under the Plan or any other equity compensation plan or agreement of the Company must have been held by the Grantee for a period of more than six (6) months (and not used for another option exercise by attestation during such period); or

(d) payment through a broker-dealer sale and remittance procedure pursuant to which the Grantee (i) shall provide written instructions to a Company-designated brokerage firm to effect the immediate sale of some or all of the purchased Shares and remit to the Company sufficient funds to cover the aggregate exercise price payable for the purchased Shares and (ii) shall provide written directives to the Company to deliver the certificates for the purchased Shares directly to such brokerage firm in order to complete the sale transaction.

5. Termination or Change of Continuous Service . In the event the Grantee's Continuous Service terminates, the Grantee may, but only during the Post-Termination Exercise Period, exercise the portion of the Option that was vested at the date of such termination (the "Termination Date"). In no event, however, shall the Option be exercised later than the Expiration Date set forth in the Notice. In the event of the Grantee's change in status from Employee, Director or Consultant to any other status of Employee, Director or Consultant, the Option shall remain in effect and vesting of the Option shall continue only to the extent determined by the Administrator as of such change in status. Except as provided in Sections 6 and 7 below, to the extent that the Option was unvested on the Termination Date, or if the Grantee does not exercise the vested portion of the Option within the Post-Termination Exercise Period, the Option shall terminate.

6. Disability of Grantee . In the event the Grantee's Continuous Service terminates as a result of his or her Disability, the Grantee may, but only within twelve (12) months from the Termination Date (and in no event later than the Expiration Date), exercise the portion of the Option that was vested on the Termination Date. To the extent that the Option was unvested on the Termination Date, or if the Grantee does not exercise the vested portion of the Option within the time specified herein, the Option shall terminate.

7. Death of Grantee . In the event of the termination of the Grantee's Continuous Service as a result of his or her death, or in the event of the Grantee's death during the Post-Termination Exercise Period or during the twelve (12) month period following the Grantee's termination of Continuous Service as a result of his or her Disability, the person who acquired the right to exercise the Option pursuant to Section 8 may exercise the portion of the Option that was vested at the date of termination within twelve (12) months from the date of death (but in no event later than the Expiration Date). To the extent that the Option was unvested on the date of death, or if the vested portion of the Option is not exercised within the time specified herein, the Option shall terminate.

8. Transferability of Option . The Option may not be transferred in any manner other than by will or by the laws of descent and distribution, provided, however, that the Option may be transferred during the lifetime of the Grantee to the extent and in the manner authorized by the Administrator. Notwithstanding the foregoing, the Grantee may designate one or more beneficiaries of the Grantee's Option in the event of the Grantee's death on a beneficiary designation form provided by the Administrator. Following the death of the Grantee, the Option, to the extent provided in Section 7, may be exercised (a) by the person or persons designated under the deceased Grantee's beneficiary designation or (b) in the absence of an effectively designated beneficiary, by the Grantee's legal representative or by any person empowered to do so under the deceased Grantee's will or under the then applicable laws of descent and distribution. The terms of the Option shall be binding upon the executors, administrators, heirs, successors and transferees of the Grantee.

9. Term of Option . The Option must be exercised no later than the Expiration Date set forth in the Notice or such earlier date as otherwise provided herein. After the Expiration Date or such earlier date, the Option shall be of no further force or effect and may not be exercised.

10. Tax Consequences . Set forth below is a brief summary as of the date of this Option Agreement of some of the federal tax consequences of exercise of the Option and disposition of the Shares. THIS SUMMARY IS NECESSARILY INCOMPLETE, AND THE TAX LAWS AND REGULATIONS ARE SUBJECT TO CHANGE. THE GRANTEE SHOULD CONSULT A TAX ADVISER BEFORE EXERCISING THE OPTION OR DISPOSING OF THE SHARES.

(a) Exercise of Non-Qualified Stock Option . On exercise of a Non- Qualified Stock Option, the Grantee will be treated as having received compensation income (taxable at ordinary income tax rates) equal to the excess, if any, of the Fair Market Value of the Shares on the date of exercise over the Exercise Price. If the Grantee is an Employee or a former Employee, the Company will be required to withhold from the Grantee's compensation or collect from the Grantee and pay to the applicable taxing authorities an amount in cash equal to a percentage of this compensation income at the time of exercise, and may refuse to honor the exercise and refuse to deliver Shares if such withholding amounts are not delivered at the time of exercise.

(b) Disposition of Shares . In the case of a Non-Qualified Stock Option, if Shares are held for more than one year, any gain realized on disposition of the Shares will be treated as long-term capital gain for federal income tax purposes.

11. Entire Agreement: Governing Law . The Notice, the Plan, the Program and this Option Agreement constitute the entire agreement of the parties with respect to the subject matter hereof and supersede in their entirety all prior undertakings and agreements of the Company and the Grantee with respect to the subject matter hereof, and may not be modified adversely to the Grantee's interest except by means of a writing signed by the Company and the Grantee. Nothing in the Notice, the Plan, the Program and this Option Agreement (except as expressly provided therein) is intended to confer any rights or remedies on any persons other than the parties. The Notice, the Plan, the Program and this Option Agreement are to be construed in accordance with and governed by the internal laws of the State of California without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the internal laws of the State of California to the rights and duties of the parties. Should any provision of the Notice, the Plan, the Program or this Option Agreement be determined to be illegal or unenforceable, such provision shall be enforced to the fullest extent allowed by law and the other provisions shall nevertheless remain effective and shall remain enforceable.

12. Headings . The captions used in the Notice and this Option Agreement are inserted for convenience and shall not be deemed a part of the Option for construction or interpretation.

13. Administration and Interpretation . Any question or dispute regarding the administration or interpretation of the Notice, the Plan, the Program or this Option Agreement shall be submitted by the Grantee or by the Company to the Administrator. The resolution of such question or dispute by the Administrator shall be final and binding on all persons.

14. Venue and Waiver of Jury Trial . The Company, the Grantee, and the Grantee's assignees pursuant to Section 8 (the "parties") agree that any suit, action, or proceeding arising out of or relating to the Notice, the Plan, the Program or this Option Agreement shall be brought in the United States District Court for the Northern District of California (or should such court lack jurisdiction to hear such action, suit or proceeding, in a California state court in the County of Santa Clara) and that the parties shall submit to the jurisdiction of such court. The parties irrevocably waive, to the fullest extent permitted by law, any objection the party may have to the laying of venue for any such suit, action or proceeding brought in such court. THE PARTIES ALSO EXPRESSLY WAIVE ANY RIGHT THEY HAVE OR MAY HAVE TO A JURY TRIAL OF ANY SUCH SUIT, ACTION OR PROCEEDING. If any one or more provisions of this Section 14 shall for any reason be held invalid or unenforceable, it is the specific intent of the parties that such provisions shall be modified to the minimum extent necessary to make it or its application valid and enforceable.

15. Notices. Any notice required or permitted hereunder shall be given in writing and shall be deemed effectively given upon personal delivery, upon deposit for delivery by an internationally recognized express mail courier service or upon deposit in the United States mail by certified mail (if the parties are within the United States), with postage and fees prepaid, addressed to the other party at its address as shown in these instruments, or to such other address as such party may designate in writing from time to time to the other part.

END OF AGREEMENT

ESSEX PROPERTY TRUST, INC. 2004 STOCK INCENTIVE PLAN

EXERCISE NOTICE

Essex Property Trust, Inc.
925 East Meadow Drive
Palo Alto, California 94303

Attention: Secretary

1. Exercise of Option . Effective as of today, _____, ____ the undersigned (the "Grantee") hereby elects to exercise the Grantee's option to purchase _____ shares of the Common Stock (the "Shares") of Essex Property Trust, Inc. (the "Company") under and pursuant to the Company's 2004 Stock Incentive Plan, the Company's 2004 Non-Employee Director Option Program (the "Program"), as amended from time to time, and the Non-Qualified Stock Option Award Agreement (the "Option Agreement") and Notice of Non-Qualified Stock Option Award (the "Notice") dated _____, _____. Unless otherwise defined herein, the terms defined in the Plan and the Program shall have the same defined meanings in this Exercise Notice.
2. Representations of the Grantee . The Grantee acknowledges that the Grantee has received, read and understood the Notice, the Plan, the Program and the Option Agreement and agrees to abide by and be bound by their terms and conditions.
3. Rights as Stockholder . Until the stock certificate evidencing such Shares is issued (as evidenced by the appropriate entry on the books of the Company or of a duly authorized transfer agent of the Company), no right to vote or receive dividends or any other rights as a stockholder shall exist with respect to the Shares, notwithstanding the exercise of the Option. The Company shall issue (or cause to be issued) such stock certificate promptly after the Option is exercised. No adjustment will be made for a dividend or other right for which the record date is prior to the date the stock certificate is issued, except as provided in Section 10 of the Plan.
4. Delivery of Payment . The Grantee herewith delivers to the Company the full Exercise Price for the Shares, which, to the extent selected, shall be deemed to be satisfied by use of the broker-dealer sale and remittance procedure to pay the Exercise Price provided in Section 4(d) of the Option Agreement.
5. Tax Consultation . The Grantee understands that the Grantee may suffer adverse tax consequences as a result of the Grantee's purchase or disposition of the Shares. The Grantee represents that the Grantee has consulted with any tax consultants the Grantee deems advisable in connection with the purchase or disposition of the Shares and that the Grantee is not relying on the Company for any tax advice.
6. Taxes . The Grantee agrees to satisfy all applicable federal, state and local income and employment tax withholding obligations and herewith delivers to the Company the full amount of such obligations or has made arrangements acceptable to the Company to satisfy such obligations.
7. Successors and Assigns . The Company may assign any of its rights under this Exercise Notice to single or multiple assignees, and this agreement shall inure to the benefit of the successors and assigns of the Company. This Exercise Notice shall be binding upon the Grantee and his or her heirs, executors, administrators, successors and assigns.
8. Headings . The captions used in this Exercise Notice are inserted for convenience and shall not be deemed a part of this agreement for construction or interpretation.
9. Administration and Interpretation . The Grantee hereby agrees that any question or dispute regarding the administration or interpretation of this Exercise Notice shall be submitted by the Grantee or by the Company to the Administrator. The resolution of such question or dispute by the Administrator shall be final and binding on all persons.
10. Governing Law; Severability . This Exercise Notice is to be construed in accordance with and governed by the internal laws of the State of California without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the internal laws of the State of California to the rights and duties of the parties. Should any provision of this Exercise Notice be determined by a court of law to be illegal or unenforceable, such provision shall be enforced to the fullest extent allowed by law and the other provisions shall nevertheless remain effective and shall remain enforceable.

11. Notices . Any notice required or permitted hereunder shall be given in writing and shall be deemed effectively given upon personal delivery, upon deposit for delivery by an internationally recognized express mail courier service or upon deposit in the United States mail by certified mail (if the parties are within the United States), with postage and fees prepaid, addressed to the other party at its address as shown below beneath its signature, or to such other address as such party may designate in writing from time to time to the other party.

12. Further Instruments . The parties agree to execute such further instruments and to take such further action as may be reasonably necessary to carry out the purposes and intent of this agreement.

13. Entire Agreement . The Notice, the Plan, the Program, and the Option Agreement are incorporated herein by reference, and together with this Exercise Notice constitute the entire agreement of the parties with respect to the subject matter hereof and supersede in their entirety all prior undertakings and agreements of the Company and the Grantee with respect to the subject matter hereof, and may not be modified adversely to the Grantee's interest except by means of a writing signed by the Company and the Grantee. Nothing in the Notice, the Plan, the Program, the Option Agreement and this Exercise Notice (except as expressly provided therein) is intended to confer any rights or remedies on any persons other than the parties.

Submitted by:

GRANTEE:

(Signature)

Address :

Accepted by:

ESSEX PROPERTY TRUST, INC.

By: _____

Title: _____

Address :

925 EAST MEADOW DRIVE
PALO ALTO, CALIFORNIA 94303

ESSEX PROPERTY TRUST, INC. 2004 STOCK INCENTIVE PLAN

AMENDED AND RESTATED
2004 NON-EMPLOYEE DIRECTOR EQUITY AWARD PROGRAM

NOTICE OF RESTRICTED STOCK UNIT AWARD

Grantee's Name and Address:

Essex Property Trust, Inc., a Maryland corporation (the “ **Company** ”), pursuant to its 2004 Non-Employee Director Option Program, as amended from time to time (the “ **Director Program** ”) and its 2004 Stock Incentive Plan, as amended from time to time (the “ **Plan** ”), hereby grants to the individual listed below (the “ **Grantee** ”) an Award for the number of restricted stock units set forth below (the “ **Restricted Stock Units** ” or “ **RSUs** ”). This Award of Restricted Stock Units is subject to all of the terms and conditions as set forth in this Notice of Restricted Stock Unit Award (the “ **Notice** ”), in the Restricted Stock Unit Agreement that is attached hereto (the “ **RSU Agreement** ”), the Director Program and the Plan, each of which is incorporated herein by reference. Unless otherwise defined herein, the terms defined in the Director Program shall have the same defined meanings in this Notice and the RSU Agreement.

Award Number:

Date of Award:

Total Number of RSUs:

Vesting Schedule:

This Award of RSUs shall vest in full on the first anniversary of the date of grant that is set forth in the terms of the Director Program (the “ **Date of Award** ”). Subject to the Grantee's Continuous Service and other limitation set forth in this Notice, the Plan, the Director Program and the RSU Agreement, these RSUs shall vest in accordance with the vesting schedule set forth in the foregoing sentence.

IN WITNESS WHEREOF, the Company and the Grantee have executed this Notice and agree that the Restricted Stock Unit Award is to be governed by the terms and conditions of this Notice, the Plan, the Director Program and the RSU Agreement.

Essex Property Trust, Inc.,
a Maryland corporation
By:

Title:

THE GRANTEE ACKNOWLEDGES AND AGREES THAT THE RESTRICTED STOCK UNITS SHALL VEST, IF AT ALL, ONLY DURING THE PERIOD OF THE GRANTEE'S CONTINUOUS SERVICE (NOT THROUGH THE ACT OF BEING GRANTED THE RSU OR RECEIVING SHARES HEREUNDER).

THE GRANTEE ACKNOWLEDGES RECEIPT OF A COPY OF THE PLAN, DIRECTOR PROGRAM AND THE RSU AGREEMENT, AND REPRESENTS THAT HE OR SHE IS FAMILIAR WITH THE TERMS AND PROVISIONS THEREOF, AND HEREBY ACCEPTS THE RESTRICTED STOCK UNITS SUBJECT TO ALL OF THE TERMS AND PROVISIONS HEREOF AND THEREOF. THE GRANTEE HAS REVIEWED THIS NOTICE, THE PLAN, THE DIRECTOR PROGRAM AND THE RSU AGREEMENT IN THEIR ENTIRETY, HAS HAD AN OPPORTUNITY TO OBTAIN THE ADVICE OF COUNSEL PRIOR TO EXECUTING THIS NOTICE, AND FULLY UNDERSTANDS ALL PROVISIONS OF THIS NOTICE, THE PLAN, DIRECTOR PROGRAM AND THE RSU AGREEMENT. THE GRANTEE HEREBY AGREES THAT ALL QUESTIONS OF INTERPRETATION AND ADMINISTRATION RELATING TO THIS NOTICE, THE PLAN, THE DIRECTOR PROGRAM AND THE RSU AGREEMENT SHALL BE RESOLVED BY THE ADMINISTRATOR IN ACCORDANCE WITH SECTION 12 OF THE RSU AGREEMENT. THE GRANTEE FURTHER AGREES TO THE VENUE SELECTION AND WAIVER OF A JURY TRIAL IN ACCORDANCE WITH SECTION 14 OF THE RSU AGREEMENT. THE GRANTEE FURTHER AGREES TO NOTIFY THE COMPANY UPON ANY CHANGE IN THE RESIDENCE ADDRESS INDICATED IN THIS NOTICE.

Dated: _____ Signed: _____
Grantee

ESSEX PROPERTY TRUST, INC. 2004 STOCK INCENTIVE PLAN
AMENDED AND RESTATED
2004 NON-EMPLOYEE DIRECTOR EQUITY AWARD PROGRAM
RESTRICTED STOCK UNIT AGREEMENT

1. Award of Restricted Stock Units.

(a) Award. In consideration of the Grantee's agreement to provide services as a Director of Essex Property Trust, Inc., a Maryland corporation (the "**Company**"), and for other good and valuable consideration, the Company hereby grants as of the Date of Award set forth in the Notice of Restricted Stock Unit Award (the "**Notice**") to the Grantee named in the Notice (the "**Grantee**") an Award with respect to the number of Restricted Stock Units set forth in the Notice (the "**RSUs**"), subject to the terms and provisions of the Notice, this Restricted Stock Unit Agreement (this "**Agreement**"), the Company's 2004 Stock Incentive Plan, as amended from time to time (the "**Plan**") and the Company's Amended and Restated 2004 Non-Employee Director Equity Award Program, as amended from time to time (the "**Director Program**"). Each RSU represents the right to receive one share of Common Stock of the Company (a "**Share**") on the date the RSUs vest and the restrictions applicable to the RSUs lapse. Unless and until the RSUs are vested in the manner set forth in Section 2 hereof, the Grantee shall have no right to settlement of any such RSUs. Prior to settlement of any vested RSUs, such RSUs represent an unsecured obligation of the Company, payable (if at all) from the general assets of the Company.

(b) Definitions. All capitalized terms used in this Agreement without definition shall have the meanings ascribed in the Director Program and the Notice.

(c) Incorporation of Terms of Director Program and Plan. The Award of RSUs is subject to the terms and conditions of the Director Program and the Plan, each of which is incorporated herein by reference. In the event of any inconsistency between the Director Program, Plan and this Agreement, the terms of the Plan shall control.

2. Vesting and Forfeiture.

(a) Forfeiture. Any RSUs which are not vested as of the date the Grantee ceases to be Director shall thereupon be forfeited immediately and without any further action by the Company; provided, however, that in the event of the Grantee's change in status from Director to any other status of Employee or Consultant, the Award shall remain in effect and vesting of the RSUs shall continue only to the extent determined by the Administrator as of such change in status. The date of ceasing to be Director shall not be extended to include any notice of termination or similar period and shall be considered ceased on the last active day of service for the purposes of the Plan.

(b) Vesting. Subject to Section 2(a) hereof, the RSUs shall vest in accordance with the vesting schedule set forth on the Notice, provided the Grantee remains in Continuous Service during the entire period commencing on the Date of Award set forth in the Notice and ending on the applicable vesting date.

3. Settlement.

(a) Time and Form of Payment. Subject to the terms of the Director Program, Plan and this Agreement, any RSUs that vest and become nonforfeitable shall be settled in whole Shares, which shall be issued in book-entry form, registered in the Grantee's name. Such payment shall be made as soon as practicable, but no later than 30 days, following the date of vesting. The value of any fractional RSUs shall be paid in cash at the time the Shares are delivered in settlement of the RSUs.

(b) Conditions to Settlement of RSUs. Notwithstanding any other provision of this Agreement (including without limitation Section 2(b)):

(i) No certificates representing Shares shall be delivered to the Grantee or his or her legal representative unless and until the Grantee or his or her legal representative shall have satisfied all applicable tax withholding obligations, if any.

(ii) The Company shall not be required to issue or deliver any certificate or certificates for any Shares prior to the fulfillment of all of the following conditions: (A) the admission of the Shares to listing on all stock exchanges on which such Shares are then listed, (B) the completion of any registration or other qualification of the Shares under any state or federal law or under rulings or regulations of the U.S. Securities and Exchange Commission or other governmental regulatory body, which the Administrator shall, in its sole and absolute discretion, deem necessary and advisable, or if the offering of the Shares is not so registered, a determination by the Company that the issuance of the Shares would be exempt from any such registration or qualification requirements (C) the obtaining of any approval or other clearance from any state or federal governmental agency that the Administrator shall, in its absolute discretion, determine to be necessary or advisable and (D) the lapse of any such reasonable period of time following the date the RSUs vest as the Administrator may from time to time establish for reasons of administrative convenience.

4. Tax Obligations. The Grantee is advised to review with his or her own tax advisors the Federal, state, local and, if applicable, non-U.S. tax consequences of the transactions contemplated by the Award of RSUs. The Grantee is relying solely on such advisors and is not relying in any part on any statement or representation of the Company or any of its agents. Neither the Company nor any Related Entity shall be responsible for withholding any income tax, social security, unemployment, disability insurance or other tax obligations that become legally due by the Grantee in connection with any aspect of the RSUs, including the award of the RSUs, vesting or settlement of the RSUs, or sale of the underlying Shares ("**Tax Obligations**"). The Grantee is solely responsible for timely reporting all income derived from the RSUs on the Grantee's personal tax return and paying all Tax Obligations, and shall indemnify the Company and hold it harmless from and against all claims, damages, losses and expenses, including reasonable fees and expenses of attorneys, relating to any obligation imposed by law on the Company or any Related Entity to pay any Tax Obligations. The Grantee further acknowledges that the Company (1) makes no representations or undertakings regarding the treatment of any Tax Obligations in connection with any aspect of the RSUs, including, but not limited to, the grant, vesting or settlement of the RSUs, the issuance of Shares upon settlement of the RSUs, the subsequent sale of Shares acquired pursuant to such issuance and the receipt of any dividends and/or any dividend equivalents; and (2) does not commit to and is under no obligation to structure the terms of the Award or any aspect of the RSUs to reduce or eliminate the Grantee's liability for Tax Obligations or achieve any particular tax result.

5. Transferability of RSUs. The RSUs or the interests or rights therein may not be transferred in any manner other than by will or by the laws of descent and distribution, provided, however, that the RSUs may be transferred during the lifetime of the Grantee to the extent and in the manner authorized by the Administrator, and in any event, in accordance with Applicable Law.

6. Rights as Stockholder. Neither the Grantee nor any person claiming under or through the Grantee shall have any of the rights or privileges of a stockholder of the Company in respect of any Shares issuable hereunder unless and until certificates representing such Shares (which may be in uncertificated form) will have been issued and recorded on the books and records of the Company or its transfer agents or registrars, and delivered to the Grantee (including through electronic delivery to a brokerage account). After such issuance, recordation and delivery, the Grantee shall have all the rights of a stockholder of the Company, including with respect to the right to vote the Shares and the right to receive any cash or share dividends or other distributions paid to or made with respect to the Shares.

7. Restrictions on Resale. The Grantee hereby agrees not to sell any Shares at a time when Applicable Laws, Company policies or an agreement between the Company and its underwriters prohibit a sale. This restriction will apply as long as the Grantee's Continuous Service continues and for such period of time after the termination of the Grantee's Continuous Service as the Company may specify.

8. Adjustments. The number of RSUs awarded pursuant to this Agreement is subject to adjustment as provided in Article 10 of the Plan. The Grantee shall be notified of such adjustment and such adjustment shall be binding upon the Company and the Grantee.

9. NO GUARANTEE OF CONTINUED SERVICE. THE GRANTEE HEREBY ACKNOWLEDGES AND AGREES THAT THE VESTING OF RSUs PURSUANT TO THE VESTING SCHEDULE HEREOF IS EARNED ONLY BY CONTINUING TO PROVIDE SERVICE AS A DIRECTOR (SUBJECT TO THE PROVISIONS OF SECTION 2(a) HEREOF) AT THE WILL OF THE COMPANY (AND NOT THROUGH THE ACT OF BEING ENGAGED BY THE COMPANY TO PROVIDE SERVICES, BEING AWARDED RSUs, OR RECEIVING SHARES HEREUNDER). THE GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT THIS AGREEMENT, THE TRANSACTIONS CONTEMPLATED HEREUNDER AND THE VESTING SCHEDULE SET FORTH HEREIN DO NOT CONSTITUTE AN EXPRESS OR IMPLIED PROMISE OF CONTINUED ENGAGEMENT AS A SERVICE PROVIDER FOR THE VESTING PERIOD, FOR ANY PERIOD, OR AT ALL, AND SHALL NOT INTERFERE WITH THE GRANTEE'S RIGHT OR THE COMPANY'S RIGHT TO TERMINATE THE GRANTEE'S RELATIONSHIP AS A SERVICE PROVIDER AT ANY TIME, WITH OR WITHOUT CAUSE, AND IN ACCORDANCE WITH APPLICABLE LOCAL LAW.

10. Entire Agreement: Governing Law. The Notice, the Plan, the Director Program and this Agreement constitute the entire agreement of the parties with respect to the subject matter hereof and supersede in their entirety all prior undertakings and agreements of the Company and the Grantee with respect to the subject matter hereof, and may not be modified adversely to the Grantee's interest except by means of a writing signed by the Company and the Grantee. Nothing in the Notice, the Plan, the Director Program and this Agreement (except as expressly provided therein) is intended to confer any rights or remedies on any persons other than the parties. The Notice, the Plan, the Director Program and this Agreement are to be construed in accordance with and governed by the internal laws of the State of California without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the internal laws of the State of California to the rights and duties of the parties.

11. Conformity to Securities Laws. The Grantee acknowledges that the Plan, the Director Program and this Agreement are intended to conform to the extent necessary with all provisions of the Securities Act of 1933, as amended, and the Exchange Act, and any and all regulations and rules promulgated thereunder by the U.S. Securities and Exchange Commission, including, without limitation, Rule 16b-3 under the Exchange Act. Notwithstanding anything herein to the contrary, the Plan and the Director Program shall be administered, and the RSUs are granted, only in such a manner as to conform to such laws, rules and regulations. To the extent permitted by applicable law, the Plan, the Director Program and this Agreement shall be deemed amended to the extent necessary to conform to such laws, rules and regulations.

12. Administration and Interpretation . The Award of RSUs, the vesting of RSUs and the issuance of Shares upon vesting are subject to, and shall be administered in accordance with, the provisions of the Director Program and the Plan, as the same may be amended from time to time. Any question or dispute regarding the administration or interpretation of the Notice, the Plan, the Director Program or this Agreement shall be submitted by the Grantee or by the Company to the Administrator. The resolution of such question or dispute by the Administrator shall be final and binding on all persons.

13. Headings . The captions used in the Notice and this Agreement are inserted for convenience and shall not be deemed a part of the Award of RSUs for construction or interpretation.

14. Venue and Waiver of Jury Trial . The Company, the Grantee, and the Grantee's assignees (the "parties") agree that any suit, action, or proceeding arising out of or relating to the Notice, the Plan, the Director Program or this Agreement shall be brought in the United States District Court for the Northern District of California (or should such court lack jurisdiction to hear such action, suit or proceeding, in a California state court in the County of Santa Clara) and that the parties shall submit to the jurisdiction of such court. The parties irrevocably waive, to the fullest extent permitted by law, any objection the party may have to the laying of venue for any such suit, action or proceeding brought in such court. THE PARTIES ALSO EXPRESSLY WAIVE ANY RIGHT THEY HAVE OR MAY HAVE TO A JURY TRIAL OF ANY SUCH SUIT, ACTION OR PROCEEDING. If any one or more provisions of this Section 14 shall for any reason be held invalid or unenforceable, it is the specific intent of the parties that such provisions shall be modified to the minimum extent necessary to make it or its application valid and enforceable.

15. Notices . Any notice required or permitted hereunder shall be given in writing and shall be deemed effectively given upon personal delivery, upon deposit for delivery by an internationally recognized express mail courier service or upon deposit in the United States mail by certified mail (if the parties are within the United States), with postage and fees prepaid, addressed to the other party at its address as shown in these instruments, or to such other address as such party may designate in writing from time to time to the other part.

16. Successors and Assigns . The Company may assign any of its rights under this Agreement to single or multiple assignees, and this Agreement shall inure to the benefit of the successors and assigns of the Company. Subject to the restrictions on transfer herein set forth, this Agreement shall be binding upon the Grantee and his or her heirs, executors, administrators, successors and assign.

17. Severability : Should any provision of the Notice, the Plan, the Director Program or this Agreement be determined to be illegal or unenforceable, such provision shall be enforced to the fullest extent allowed by law and the other provisions shall nevertheless remain effective and shall remain enforceable.

18. Code Section 409A . The vesting and settlement of RSUs awarded pursuant to this Agreement are intended to qualify for the "short-term deferral" exemption from Section 409A of the Code, and the provisions of this Agreement will be interpreted, operated, and administered in a manner consistent with these intentions. Anything to the contrary in the Plan, the Director Program or this Agreement requiring the consent of the Grantee notwithstanding, the Company reserves the right, to the extent the Company deems necessary or advisable in its sole discretion, to unilaterally amend or modify the Plan and/or this Agreement to ensure that the RSUs qualify for exemption from or comply with Section 409A of the Code; provided, however, that the Company makes no representations that the RSUs will be exempt from or comply with Section 409A of the Code, and makes no undertaking to preclude Section 409A of the Code from applying to these RSUs, and the Company will have no liability to a Grantee or any other party if a payment under this Agreement that is intended to be exempt from, or compliant with, Section 409A of the Code is not so exempt or compliant or for any action taken by the Administrator with respect thereto .

19. No Advice Regarding Grant . The Company is not providing any tax, legal or financial advice, nor is the Company making any recommendations regarding the Grantee's participation in the Plan, the Director Program or the Grantee's acquisition or sale of the underlying Shares. The Grantee is hereby advised to consult with his or her own personal tax, legal and financial advisors regarding the Grantee's participation in the Plan or the Director Program before taking any action related to the Plan or the Director Program.

20. Electronic Delivery . The Company may, in its sole discretion, decide to deliver any documents related to current or future participation in the Plan by electronic means. The Grantee hereby consents to receive such documents by electronic delivery and agree to participate in the Plan through an on-line or electronic system established and maintained by the Company or a third party designated by the Company.

21. Imposition of Other Requirements . The Company reserves the right to impose other requirements on the Grantee's participation in the Plan or the Director Program, on the RSUs and on any Shares acquired under the Plan, to the extent the Company determines it is necessary or advisable in order to comply with local law or facilitate the administration of the Plan, and to require the Grantee to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.

END OF AGREEMENT

ESSEX PROPERTY TRUST, INC. AND SUBSIDIARIES
Schedule of computation of Ratio and Earnings to Fixed Charges and Preferred Stock Dividends
(Dollars in thousands, except ratios)

	Quarter ended March 31,	Years ended December 31				
	2010	2009	2008	2007	2006	2005
Earnings:						
Income before discontinued operations	\$ 17,858	\$ 45,052	\$ 80,651	\$ 56,737	\$ 46,174	\$ 65,912
Gain on sales of real estate	-	(103)	(4,578)	-	-	(6,391)
Interest expense	20,836	86,016	85,063	85,896	78,705	72,696
Total earnings	\$ 38,694	\$ 130,965	\$ 161,136	\$ 142,633	\$ 124,879	\$ 132,217
Fixed charges:						
Interest expense	\$ 20,836	\$ 86,016	\$ 85,063	\$ 85,896	\$ 78,705	\$ 72,696
Capitalized interest	2,850	10,463	10,908	5,134	3,913	1,100
Preferred stock dividends	542	4,860	9,241	9,174	5,145	1,953
Perpetual preferred unit distributions	1,575	6,300	9,909	10,238	10,238	10,238
Total fixed charges and preferred stock dividends	\$ 25,803	\$ 107,639	\$ 115,121	\$ 110,442	\$ 98,001	\$ 85,987
Ratio of earnings to fixed charges (excluding preferred stock dividends and preferred unit distributions)						
	<u>1.63X</u>	<u>1.36X</u>	<u>1.68X</u>	<u>1.57X</u>	<u>1.51X</u>	<u>1.79X</u>
Ratio of earnings to combined fixed charges and preferred stock dividends						
	<u>1.50X</u>	<u>1.22X</u>	<u>1.40X</u>	<u>1.29X</u>	<u>1.27X</u>	<u>1.54X</u>

- (1) The results of operations for 2005-2009 have been reclassified and restated to reflect discontinued operations and the adoption of the standard entitled "Accounting for Convertible Debt Instruments That May be Settled in Cash Upon Conversion" subsequent to December 31, 2008.

ESSEX PROPERTY TRUST, INC.
Certification of Chief Executive Officer
Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002

I, Keith R. Guericke, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Essex Property Trust, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) Designed such internal controls over financial reporting, or caused such internal controls over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial data; and
 - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: May 6, 2010

/s/ Keith R. Guericke

Keith R. Guericke
Chief Executive Officer and President
Director and Vice Chairman of the Board
Essex Property Trust, Inc.

ESSEX PROPERTY TRUST, INC.
Certification of Chief Financial Officer
Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002

I, Michael T. Dance, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Essex Property Trust, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) Designed such internal controls over financial reporting, or caused such internal controls over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial data; and
 - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: May 6, 2010

/s/ Michael T. Dance

Michael T. Dance
Chief Financial Officer, Executive Vice President,
Essex Property Trust, Inc.

ESSEX PROPERTY TRUST, INC.
Certification of Chief Executive Officer
Pursuant to 18 U.S.C. Section 1350 as adopted
Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002

Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 (Subsections (a) and (b) of Section 1350, chapter 63 of title 18, United States Code), I, Keith R. Guericke, hereby certify, to the best of my knowledge, that the Quarterly Report on Form 10-Q for the period ended March 31, 2010 (the "Form 10-Q") of Essex Property Trust, Inc. fully complies with the requirements of Section 13(a) or 15(d), as applicable, of the Securities Exchange Act of 1934, as amended, and information contained in the Form 10-Q fairly presents, in all material respects, the financial condition and results of operations of Essex Property Trust, Inc. at the dates of and for the periods presented.

Date: May 6, 2010

/s/ Keith R. Guericke

Keith R. Guericke
Chief Executive Officer and President,
Director and Vice Chairman of the Board,
Essex Property Trust, Inc.

ESSEX PROPERTY TRUST, INC.
Certification of Chief Financial Officer
Pursuant to 18 U.S.C. Section 1350 as adopted
Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002

Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 (Subsections (a) and (b) of Section 1350, chapter 63 of title 18, United States Code), I, Michael T. Dance, hereby certify, to the best of my knowledge, that the Quarterly Report on Form 10-Q for the period ended March 31, 2010 (the "Form 10-Q") of Essex Property Trust, Inc. fully complies with the requirements of Section 13(a) or 15(d), as applicable, of the Securities Exchange Act of 1934, as amended, and information contained in the Form 10-Q fairly presents, in all material respects, the financial condition and results of operations of Essex Property Trust, Inc. at the dates of and for the periods presented.

Date: May 6, 2010

/s/ Michael T. Dance

Michael T. Dance
Chief Financial Officer, Executive Vice President,
Essex Property Trust, Inc.
