



AGENDA REPORT

Meeting Date: January 12, 2010
Item Number: F-8
To: Honorable Mayor & City Council
From: Laurence S. Wiener, City Attorney
Subject: **A LEASE BETWEEN THE CITY OF BEVERLY HILLS AND JEFF AND PATTY KOLIN FOR THE SINGLE FAMILY RESIDENCE AT 265 SOUTH LA PEER DRIVE**
Attachment: Lease Agreement

INTRODUCTION

This agreement will lease the single family residential property at 265 South La Peer Drive to Jeff and Patty Kolin while Mr. Kolin serves as City Manager of the City of Beverly Hills.

DISCUSSION

On November 17, 2009, the City Council approved an employment agreement with Mr. Jeff Kolin to serve as City Manager of the City of Beverly Hills. That agreement provides that the City will make available for rental by Mr. Kolin the single family home at 265 S. La Peer Drive.

The lease being presented to the City Council will implement this provision of the employment agreement. The lease would commence on January 17, 2010 and, subject to termination by Mr. Kolin, would continue while he serves as City Manager of Beverly Hills.

The lease rate is \$3,500 monthly and the rate adjusts annually for inflation. Mr. Kolin would be responsible for maintenance and utilities.

FISCAL IMPACT

The City currently owns the residence at 265 S. La Peer Drive and is maintaining the residence. The proposed lease will result in approximately

Meeting Date: January 12, 2010

\$42,000 in annual revenue to the City and will relieve the City of the maintenance responsibility for the property.

RECOMMENDATION

The City Attorney's Office recommends that the City Council approve the lease agreement.


Approved By
Laurence S. Wiener

RESIDENTIAL LEASE

THIS RESIDENTIAL LEASE (the "Lease") is dated as of _____, 20__, and is entered into between the CITY OF BEVERLY HILLS, a California municipal corporation ("Landlord") and Jeff Kolin and Patty Kolin (collectively, "Tenant").

1. PROPERTY:

- A. Landlord rents to Tenant and Tenant rents from Landlord, the land described on Exhibit "A" and the improvements thereon located at 265 South La Peer Drive in the City of Beverly Hills, California (the "Premises").
- B. The Premises are for the sole use as a personal residence by Tenant and members of Tenant's household (the "Authorized Occupants").

- 2. TERM:** The term of this Lease shall begin on January 17, 2010 ("Commencement Date") and shall continue until the date that is the earlier of (i) 90 (ninety) days after the expiration or earlier termination of the employment of Jeff Kolin by Landlord for any reason or (ii) 60 (sixty) days after Tenant provides Landlord with a notice of termination of this Lease ("Expiration Date"). If Tenant remains in occupancy after the Expiration Date, and Landlord accepts the monthly rent (other than past due rent), then the Lease shall continue as a month-to-month tenancy on the terms of this Lease terminable by either party upon at least 60 days' prior written notice. Tenant shall vacate the Premises upon expiration of this Lease and shall promptly remove all personal property.

- 3. RENT; ANNUAL RENT ADJUSTMENT:** The capitalized term "Rent" shall mean all monetary obligations of Tenant to Landlord under the this Lease, except the security deposit.

- A. Tenant agrees to pay monthly rent in the amount of \$ 3,500 (Three Thousand Five Hundred and No/100s dollars) per month, increased annually as described in Section 3.B below, in advance on the 1st day of each calendar month, by personal check, money order, or cashier's check to City of Beverly Hills at 455 North Rexford Drive, Beverly Hills, California 90210 (or at any other location subsequently specified by Landlord in writing to Tenant). If any payment is returned for non-sufficient funds ("NSF") or because Tenant stops payment, then, after that Landlord may by written notice to Tenant require Tenant to pay all future Rent by cashier's check.
- B. On each anniversary of the Commencement Date (each, an "Adjustment Date"), the then-current monthly rent shall be increased by the percentage increase in the Consumer Price Index published by the Bureau of Labor Statistics of the United States Department of Labor ("Bureau") for the Los Angeles-Anaheim-Riverside Metropolitan Area or successor thereto ("CPI") during the year ending on the applicable Adjustment Date. The increase shall be determined by Landlord by dividing the CPI published 3 months prior to the applicable Adjustment Date by the CPI published 15 months prior to the applicable Adjustment Date, provided that this increase shall not exceed 6%.

4. **FIRST MONTH'S RENT:** Prior to commencement of the Term, Tenant shall pay the first month's rent, or partial month, as applicable, by personal check, cashier's check, or money order.
5. **LATE CHARGE; RETURNED CHECKS:**
 - A. Tenant acknowledges that either late payment of monthly rent or issuance of a returned check may cause Landlord to incur costs and expenses, the exact amounts of which are extremely difficult and impractical to determine. These costs may include, but are not limited to, processing, enforcement and accounting expenses. If any installment of Rent due from Tenant is not received by Landlord within fifteen (15) calendar days after the date due, or if a check is returned, Tenant shall pay to Landlord, respectively, an additional sum of \$25 as a late charge and \$15.00 as an NSF fee for the first returned check and \$25.00 as an NSF fee for each additional returned check, all of which shall be deemed additional Rent.
 - B. Landlord and Tenant agree that these charges represent a fair and reasonable estimate of the costs Landlord may incur by reason of Tenant's late or NSF payment. Any late charge or NSF fee due shall be paid with the current installment of Rent. Landlord's acceptance of any late charge or NSF fee shall not constitute a waiver as to any default of Tenant. Landlord's right to collect a late charge or NSF fee shall not be deemed an extension of the date monthly rent is due under Section 3A above or prevent Landlord from exercising any other rights and remedies under this Agreement and as provided by law.
6. **PARKING:** Parking areas are to be used for parking properly licensed and operable motor vehicles, but not for trailers, boats, campers, buses or trucks (other than pick-up trucks). Parking areas used by Tenant are to be kept clean. Mechanical work or storage of inoperable vehicles is not permitted.
7. **UTILITIES:** Tenant shall obtain and pay for all utilities.
8. **CONDITION OF PREMISES:** Tenant represents and warrants that Tenant has examined the Premises and, all appliances, landscaping and fixtures, including smoke detector(s), and Tenant acknowledges these items are in good and operable condition.
9. **MAINTENANCE:**
 - A. Tenant shall properly use, operate and safeguard the Premises, including maintaining any landscaping and appliances, and all mechanical, electrical, gas and plumbing fixtures, and keep them and the Premises clean, sanitary and well ventilated. Tenant shall be responsible for checking and maintaining all smoke detectors and phone lines. Tenant shall immediately notify Landlord of any problem, malfunction or damage. Tenant shall repair or be charged for all repairs or replacements caused by Tenant, pets, guests or licensees of Tenant, excluding ordinary wear and tear. Tenant shall be charged for all damage to Premises resulting from failure to report a problem in a timely manner. Tenant shall repair

or be charged for repair of drain blockages or stoppages, unless caused by defective plumbing parts or tree roots invading sewer lines.

- B. Tenant shall maintain, repair as necessary, and water the garden, landscaping, trees and shrubs.
- C. Tenant's failure to maintain any item for which Tenant is responsible shall give Landlord the right to hire someone to perform such maintenance, and Tenant shall reimburse Landlord for Landlord's actual cost thereof, as additional Rent, within ten (10) days after written demand.

10. NEIGHBORHOOD CONDITIONS: Tenant is advised to satisfy him or herself as to neighborhood or area conditions, including schools, proximity and adequacy of law enforcement, crime statistics, proximity of registered felons or offenders, fire protection, other governmental services, availability, adequacy and cost of any wired, wireless internet connections or other telecommunications or other technology services and installations, proximity to commercial, industrial or agricultural activities, existing and proposed transportation, construction and development that may affect noise, view, or traffic, airport noise, noise or odor from any source, wild and domestic animals, other nuisances, hazards, or circumstances, cemeteries, facilities and condition of common areas, conditions and influences of significance to certain cultures and/or religions, and personal needs, requirements and preferences of Tenant.

11. RULES/REGULATIONS:

- A. Tenant shall comply with the Rules and Regulations attached hereto as Exhibit "B"
- B. Tenant agrees to comply with all Landlord rules and regulations that are delivered to Tenant. Tenant shall not, and shall ensure that guests and licensees of Tenant shall not, disturb, annoy, endanger or interfere with neighbors, or use the Premises for any unlawful purposes, including, but not limited to, using, manufacturing, selling, storing or transporting illicit drugs or other contraband, or violate any law or ordinance, or commit a waste or nuisance on or about the Premises.

12. ALTERATIONS; REPAIRS: Unless otherwise required by law, without Landlord's prior written consent: (i) Tenant shall not make any material alterations or improvements in or about the Premises, but nothing shall prohibit Tenant from painting, wallpapering, adding or changing locks, installing antenna or satellite dish(es), using screws, fastening devices, large nails or adhesive materials; (ii) Landlord shall not be responsible for the costs of alterations or repairs made by Tenant; and (iii) Without Landlord's prior consent, Tenant shall not deduct from Rent the costs of any repairs, alterations or improvements.

13. KEYS; LOCKS:

- A. Tenant acknowledges receipt of (or Tenant will receive prior to the Commencement Date):

_____ key(s) to the Premises

_____ remote control device(s) for garage door/gate opener(s)

- B.** If Tenant re-keys existing locks or opening devices (with or without Landlord's consent), Tenant shall immediately deliver copies of all keys to Landlord. Tenant may not remove locks, even if installed by Tenant.

14. ENTRY:

- A.** Tenant shall make Premises available to Landlord or Landlord's representative for the purpose of entering to make necessary repairs, or improvements, or to supply necessary or agreed services.

- B.** Landlord and Tenant agree that 24-hour written notice shall be reasonable and sufficient notice to conduct an inspection of the Premises unless the Tenant waives the right to such notice. No notice is required: (i) to enter in case of an emergency; (ii) if the Tenant is present and consents at the time of entry or (iii) if the Tenant has abandoned or surrendered the Premises. No written notice is required if Landlord and Tenant orally agree to an entry for agreed services or repairs.

- 15. ASSIGNMENT AND SUBLETTING:** Tenant shall not sublet all or any part of Premises, or assign or transfer this Lease or any interest in it, without Landlord's prior written consent in Landlord's sole and absolute discretion. Unless such consent is obtained, any assignment, transfer or subletting of Premises or this Agreement or tenancy, by voluntary act of Tenant, operation of law or otherwise, shall, at the option of Landlord, terminate this Lease. Landlord's consent to any one assignment, transfer or sublease, shall not be construed as consent to any subsequent assignment, transfer or sublease and does not release Tenant of Tenant's obligations under this Lease.

- 16. JOINT AND SEVERAL OBLIGATIONS:** If there is more than one Tenant, each one shall be completely responsible for the performance of all obligations of Tenant under this Lease, jointly and severally with every other Tenant, whether or not in possession.

- 17. LEAD-BASED PAINT:** The Premises were constructed prior to 1978. In accordance with federal law, Landlord gives and Tenant acknowledges receipt of the disclosures on the attached Exhibit "D" and a federally approved lead pamphlet.

- 18. MEGAN'S LAW DATABASE DISCLOSURE:** Notice: Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at www.meganslaw.ca.gov. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides. (Landlord is not required to check this website. If Tenant wants further information, Tenant should obtain information directly from this website.)

19. **MOLD AND MILDEW WARNING NOTICE:** Mold and mildew may be injurious to one's health; therefore, Tenant acknowledges that: (a) Tenant has inspected the Premises, and every part thereof, at the outset of the tenancy; (b) Tenant has found no signs of moisture, mold or mildew therein subsequent to Landlord's November 2009 efforts to address mold identified by a previous mold inspection; (c) Tenant shall: (i) keep the Premises well-ventilated, clean and dry and free of any signs of mold or mildew on any surface; (ii) promptly notify Landlord of any dampness (from leaks, overflows, water intrusion, etc.); and (iii) promptly notify Landlord of any mold, as well as any malfunction of ventilation, air conditioning or heating systems.
20. **TOXIC SUBSTANCE WARNING:** Landlord is required to give you notice that areas on this property contain or may contain one or more of some 700 + toxic substances and chemicals substances, such as swimming pool disinfectant, cleaning substances, automobile exhaust fumes, barbeque or second-hand cigarette smoke, laundry room fluids or emissions, lead paint, asbestos, etc., known to the State of California to cause cancer, reproductive toxicity, birth defects and reproductive harm.
21. **TENANT'S OBLIGATIONS UPON VACATING PREMISES:**
- A. Upon the expiration or earlier termination of this Lease, Tenant shall: (i) give Landlord all copies of all keys or opening devices to Premises, including any mailboxes, gates, common areas and all garage door openers; (ii) vacate and surrender Premises to Landlord, empty of all personal property and persons; (iii) vacate any/all parking and/or storage space; (iv) clean and deliver Premises to Landlord in good and broom-clean condition; (v) remove all debris; and (vi) give written notice to Landlord of Tenant's forwarding address.
- B. All alterations/improvements made by or caused to be made by Tenant, with or without Landlord's consent, shall become the property of Landlord upon the expiration or earlier termination of this Lease. Tenant shall reimburse Landlord, as additional Rent, within ten (10) days after written demand for costs of restoration of the Premises to the condition they were in prior to any material alterations/improvements that were not approved in writing by Landlord.
22. **TEMPORARY RELOCATION:** Subject to local law, Tenant agrees, upon demand of Landlord, to temporarily vacate Premises for a reasonable period, to allow for fumigation (or other methods) to control wood destroying pests or organisms, or other repairs to Premises. Tenant agrees to comply with all instructions and requirements necessary to prepare Premises to accommodate pest control, fumigation or other work, including bagging or storage of food and medicine, and removal of perishables and valuables. Tenant shall only be entitled to a credit of Rent equal to the per diem Rent for the period of time Tenant is required to vacate Premises. Unless Landlord expressly agrees in writing to pay relocation benefits, Tenant hereby waives any and all rights it may have to relocation benefits under California law.
23. **DAMAGE:** If, by no fault of Tenant, Premises are totally or partially damaged or destroyed by fire, earthquake, accident or other casualty that render Premises totally or

partially uninhabitable, either Landlord or Tenant may terminate this Agreement by giving the other written notice and Rent shall be abated as of the date Premises become totally or partially uninhabitable. If this Lease is not terminated, Landlord shall promptly repair the damage, and Rent shall be reduced based on the extent to which the damage interferes with Tenant's reasonable use of Premises.

24. **INSURANCE:** Tenant's or guest's personal property and vehicles are not insured by Landlord against loss or damage due to fire, theft, vandalism, rain, water, criminal or negligent acts of others, or any other cause. Tenant is advised to carry Tenant's own insurance to protect Tenant from any such loss or damage. Tenant shall comply with any requirement imposed on Tenant by Landlord's insurer to avoid: (i) an increase in Landlord's insurance premium (or Tenant shall pay for the increase in premium); or (ii) loss of insurance.
25. **WAIVER:** The waiver of any breach shall not be construed as a continuing waiver of the same or any subsequent breach.
26. **NOTICES:** Notices may be served personally or by U.S. Mail, return receipt requested, at the following address, or at any other location subsequently designated:

| | |
|--|-------------------------|
| Landlord: City of Beverly Hills 455 North Rexford Drive Beverly Hills, CA 90210 Attn: City Attorney | Tenant: To the Premises |
|--|-------------------------|
27. **ATTORNEYS' FEES:** In any action or proceeding arising out of this Lease, the prevailing party between Landlord and Tenant shall be entitled to reasonable attorneys' fees and costs.
28. **ENTIRE CONTRACT; SEVERABILITY; AMENDMENTS:** All understandings between the parties are incorporated in this Lease. The terms are intended by the parties as a final, complete and exclusive expression of their agreement with respect to its subject matter, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Lease is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. Neither this Agreement nor any provision in it may be extended, amended, modified, altered or changed except in writing.
29. **LANDLORD IS ACTING IN ITS PROPRIETARY CAPACITY (NOT GOVERNMENTAL CAPACITY):** In entering into this Lease, Landlord is acting in its proprietary capacity as a party to a contract, and not in its governmental capacity; consequently, nothing in this Lease shall be construed to modify or waive Landlord's rights in its governmental capacity, all of which are hereby reserved.
30. **MEMORANDUM OF LEASE:** Concurrently with Tenant's execution of this Lease, Tenant shall execute and deliver to Landlord a Memorandum of Lease in the form attached hereto as Exhibit "C" (which must be duly acknowledged by a notary public).

Landlord will also execute and acknowledge the Memorandum and then record it in Los Angeles County.

31. **INDEMNITY:** Tenant shall defend, indemnify and hold Landlord harmless from and against any and all claims, liabilities, losses, damages, costs and expenses arising from, or relating to, any act or omission by Tenant or any authorized occupant, or guest, licensee, contractor, sublessee or assignee of Tenant, in, on or about the Premises.
32. **TIME OF ESSENCE:** Time is of the essence of each and every provision of this lease in which time is a factor.
33. **EXECUTION IN COUNTERPARTS:** Counterpart originals of this Lease may be executed, each of which, and all of which together, shall constitute one and the same agreement.
34. **POSSESSORY INTEREST TAX:** Landlord hereby informs Tenant that a form of property tax called a "possessory interest tax" may apply to Tenant's interest under this Lease. Tenant shall pay all such possessory interest taxes, as assessed to Tenant, before they are due (as indicated in any bill to Tenant for such possessory interest taxes sent by the County assessor or other authority administering such taxes). To the extent that Tenant becomes liable for payment of a possessory interest tax, Landlord and Tenant shall negotiate a credit against Tenant's Rent equivalent to the amount of the possessory interest tax minus any income tax credit available to Tenant due to payment of the possessory interest tax.
35. **WAIVER OF RELIEF FROM FORFEITURE:** To the extent not prohibited by law, Tenant hereby waives and agrees not to assert any rights or benefits under California Code of Civil Procedure Section 1179 permitting a court to relieve a tenant from forfeiture of a lease and restore him to tenancy in the case of "hardship".

IN WITNESS WHEREOF, Landlord and Tenant have executed and delivered this Lease as of the date first written above.

LANDLORD:

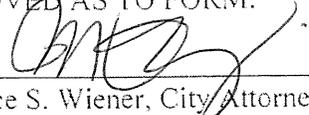
CITY OF BEVERLY HILLS,
a California municipal corporation

By: _____
Nancy Krasne
Mayor

ATTEST:

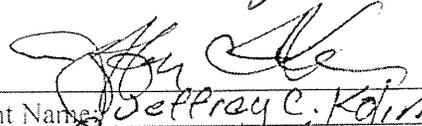
Byron Pope, City Clerk

APPROVED AS TO FORM:

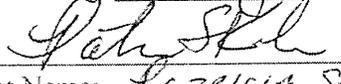


Laurence S. Wiener, City Attorney

TENANT:



Print Name: Jeffrey C. Kolin



Print Name: PATRICIA S. KOLIN

EXHIBIT "A"

DESCRIPTION OF LAND

LOT 436 OF TRACT NO. 6380, IN THE CITY OF BEVERLY HILLS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 69 PAGES 11 TO 20 INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

Commonly known as: 265 South La Peer Drive, Beverly Hills, California,

Assessor's Parcel Number(s): 4333-003-017

EXHIBIT "B"

RULES AND REGULATIONS

1. Landlord is not responsible for providing any security, and shall not be responsible for fire, theft of personal property, including jewelry, money, apparel or other items in the Premises, storage areas, carports, garages, common area or mailboxes.
2. All appliances including garbage disposal and dishwasher are to be operated only in accordance with factory recommendations, instructions delivered to Tenant or posted instructions.
3. Cost of repairs to or stoppage of, waste pipes or drains, water pipes, plumbing fixtures or overflow therefrom caused by negligent or improper usage, or the introduction of foreign articles or materials into the system, will be the responsibility of and must be paid for by the Tenant.
4. The storage of gasoline or other combustibles is prohibited.
5. No trash or other material may be accumulated that will create a hazard or be in violation of any health, fire or safety ordinance or regulation. Premises must be kept clean and sanitary and free from objectionable odors.

EXHIBIT "C"

FORM OF MEMORANDUM OF LEASE

(Attached.)

RECORDING REQUESTED BY:
WHEN RECORDED RETURN TO:

City of Beverly Hills
455 North Rexford Drive
Beverly Hills, California 90210
Attention: City Clerk

[Space Above For Recorder's Use Only]

The undersigned declare that this Memorandum of Lease is exempt from Recording Fees pursuant to California Government Code Section 27383 and exempt from Documentary Transfer Tax pursuant to California Revenue and Taxation Code Section 11922.

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE (this "Memorandum") is made as of _____ 20__, by and between the CITY OF BEVERLY HILLS ("City"), and _____ (collectively, "Tenant").

RECITALS

A. Tenant and City have entered into that certain Lease of substantially even date herewith (the "Lease"), pursuant to which City has agreed to lease and demise to Tenant, and Tenant has agreed to lease and accept from City certain premises located at 265 South La Peer Drive in the City of Beverly Hills, California on land described on Exhibit "A" attached hereto.

B. Tenant and City now desire to enter into this Memorandum to comply with applicable law requiring that the Lease be recorded.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Tenant and City agree as follows:

1. Lease. City hereby leases and demises to Tenant, and Tenant hereby leases and accepts from City, the Premises for a term commencing on _____, 20__ and expiring 90 days after the expiration or earlier termination of the employment of Jeff Kolin by Landlord. The rental and other terms and conditions of the Lease are set forth in the Lease, which terms and conditions are incorporated herein by this reference.

2. Purpose. This Memorandum is prepared for the purposes of recordation only and in no way modifies the terms and conditions of the Lease. In the event any provision of this Memorandum is inconsistent with any term or condition of the Lease, the term or condition of the Lease shall prevail.

3. Counterparts. This Memorandum may be executed in any number of counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, taken together, shall be deemed to be one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Lease as of the date first written above.

CITY:

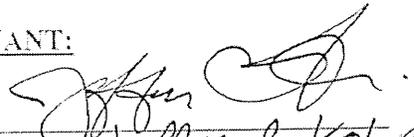
CITY OF BEVERLY HILLS

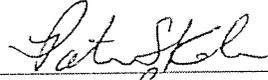
By: _____

Print Name: _____

Title: _____

TENANT:


Print Name: JEFFREY C. KOLIN


Print Name: PATRICIA S. KOLIN

[ALL SIGNATURES MUST BE ACKNOWLEDGED BY A NOTARY PUBLIC]

ACKNOWLEDGMENT

State of California)
County of Sonoma)

On January 7, 2010 before me, Shirley A. Stevens, Notary Public
(insert name and title of the officer)

personally appeared Jeffrey C. Kolin and Patricia S. Kolin

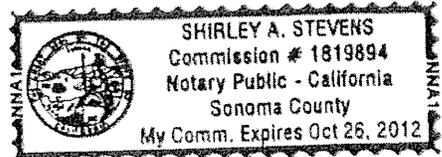
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Shirley A. Stevens
Signature of Notary Public

(Seal)



ACKNOWLEDGMENT

State of California)
County of _____)

On _____ before me, _____
(insert name and title of the officer)

personally appeared _____

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

(Seal)

ACKNOWLEDGMENT

State of California)
)
County of _____)

On _____ before me, _____
(insert name and title of the officer)

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)
Signature of Notary Public

ACKNOWLEDGMENT

State of California)
)
County of _____)

On _____ before me, _____
(insert name and title of the officer)

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)
Signature of Notary Public

EXHIBIT "D"

EPA LEAD BASED PAINT DISCLOSURE FORM

(Attached; to be completed by Landlord, and executed and dated by Tenant.)

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Lessor's Disclosure

(a) Presence of lead-based and/or lead-based paint hazards (check (i) or (ii) below):

(i) ___ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii) ___ Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the lessor (check (i) or (ii) below):

(i) ___ Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii) ___ Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee's Acknowledgment (initial)

(c) ___ Lessee has received copies of all information listed above.

(d) ___ Lessee has received the pamphlet *Protect Your Family from Lead in Your Home*.

Agent's Acknowledgment (initial)

(e) ___ Agent has informed the lessor of the lessor's obligations under 42. U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Lessor: City of Beverly Hills

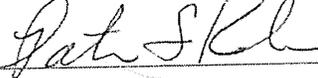
By: _____ Date: _____



Lessee

1-7-2010

Date



Lessee

1.7.2010

Date