



AGENDA REPORT

Meeting Date: April 21, 2011
Item Number: F-4
To: Honorable Public Financing Authority
From: Brenda Lavender, Real Estate & Property Manager
Subject: NONDISTRUBANCE AGREEMENT BY AND BETWEEN THE CITY OF BEVERLY HILLS PUBLIC FINANCING AUTHORITY AND GOOGLE, INC.
Attachments: 1. Nondisturbance Agreement

RECOMMENDATION

It is recommended that the Public Financing Authority approve the Nondisturbance Agreement by and between the City of Beverly Hills Public Financing Authority and Google, Inc. A copy of the agreement is on file with the City Clerk. City Council approved a lease with Google, Inc on April 5, 2011 to lease the balance of the space on the 4th floor of the 331 Foothill Road Building. The City Cable TV Division is also located on the 4th floor of the building.

INTRODUCTION

The 331 Foothill Road building is owned by the Public Financing Authority (PFA). The PFA signed a Ground Lease for the building to the City of Beverly Hills on February 17, 2009. In this agreement the Public Financing Authority as the owner of the building agrees that so long as Google is not in default under the Lease, it will not disturb Google's possession of the premises.

DISCUSSION

This nondisturbance agreement is required by Google to ensure the continuation of their lease should the Ground Lease agreement between the PFA and the City of Beverly Hills terminate.

FISCAL IMPACT

There is no fiscal impact for this agreement.

Scott G. Miller, Director of
Administrative Services, CFO
Approved By

Attachment 1

**Recording Requested By
And When Recorded Mail To:**

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

[Space Above For Recorder's Use Only]

NONDISTURBANCE AGREEMENT

This Nondisturbance Agreement ("Agreement") is made as of _____ 2011, by and among the CITY OF BEVERLY HILLS PUBLIC FINANCING AUTHORITY, a California corporation ("Owner"), owner of the land described on Exhibit "A", and GOOGLE INC., a Delaware corporation ("Tenant").

RECITALS

- A. The City of Beverly Hills ("Landlord") has executed an Office Lease in favor of Tenant dated April 5, 2011 (the "Space Lease"), a memorandum of which was recorded on _____ as Document No. _____ in the Official Records of Los Angeles County ("Official Records").
- B. Landlord has a leasehold interest in the Land by virtue of a Ground Lease dated February 17, 2009 between Landlord and Owner ("Ground Lease"), a memorandum of which was recorded on December 21, 2009 as Instrument No. 20091944319, in the Official Records.
- C. It is a condition to the effectiveness of the Lease that Owner execute this Agreement.

NOW THEREFORE, in consideration of the Lease, the foregoing recitals and other consideration, the sufficiency of which is hereby acknowledged, Owner hereby agrees that so long as Tenant is not in default under the Space Lease (beyond any period given in the Space Lease to cure such default), Owner will not disturb Tenant's possession of the premises leased to Tenant under the Space Lease, nor shall the Space Lease be terminated or extinguished by reason of any termination of the Ground Lease under the terms of the Ground Lease and Owner agrees to assume all of the obligations of the Landlord under the Space Lease for the benefit of Tenant.

"LANDLORD"

CITY OF BEVERLY HILLS

By: _____
Barry Brucker,
Mayor

APPROVED AS TO FORM:



Laurence S. Wiener, City Attorney and Authority
Counsel

“OWNER”:

CITY OF BEVERLY HILLS PUBLIC
FINANCING AUTHORITY

By: _____
Barry Brucker Chairman of Board of
Directors

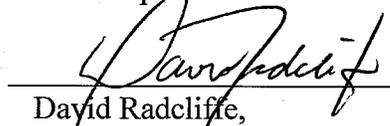
ATTEST:

_____ (SEAL)

By: _____
Byron Pope
Secretary to Board of Directors

“TENANT”:

GOOGLE INC.,
a Delaware corporation

By:  _____
David Radcliffe,
Vice President of Real Estate



(ALL SIGNATURES MUST BE ACKNOWLEDGED BY A NOTARY PUBLIC)

ACKNOWLEDGMENT

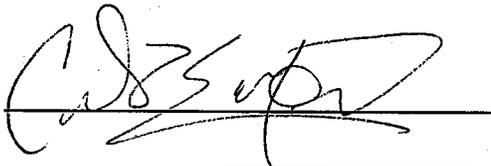
State of California
County of Santa Clara

On 3/29/11 before me, Carlos Melara
(insert name and title of the officer)

personally appeared David Radcliffe
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)



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 _____
Signature of Notary Public

(Seal)

EXHIBIT "A"

DESCRIPTION OF LAND

A PORTION OF LOT 1 OF TRACT NO. 13349, IN THE CITY OF BEVERLY HILLS, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AS PER MAP RECORDED IN BOOK 311, PAGE 14 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY AND A PORTION OF LOT 1 OF BLOCK 17 OF TRACT NO. 5647, IN SAID CITY, AS PER MAP RECORDED IN BOOK 60, PAGE 88 OF MAPS, IN SAID OFFICE OF THE COUNTY RECORDER OF SAID COUNTY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF SAID LOT 1 OF TRACT NO. 13349, DISTANT THEREON SOUTH 0°09'01" EAST 263.51 FEET FROM THE NORTHEASTERLY CORNER OF SAID LOT 1; THENCE SOUTH 89°51'04" WEST 120.00 FEET; THENCE SOUTH 0°09'01" EAST 240.00 FEET TO THE NORTH LINE OF 3RD STREET, 60.00 FEET WIDE, AS SHOWN ON SAID TRACT NO. 13349; THENCE EASTERLY ALONG SAID NORTH LINE, NORTH 88°42'51" EAST 120.00 FEET TO THE EAST LINE OF SAID LOT 1 OF SAID TRACT NO. 5647; THENCE NORTHERLY ALONG SAID EAST LINE, NORTH 0°09'01" WEST 237.62 FEET TO THE POINT OF BEGINNING.