

RECORDING REQUESTED BY; AND
WHEN RECORDED RETURN TO:

City of Temecula
41000 Main Street
Temecula, California 92590
Attention: City Clerk's Office

[X] Portions of APN _____

Space Above For Recorder's Use Only

The undersigned declares 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 ("Memorandum") is dated as of April 11, 2023, and is executed by the CITY OF TEMECULA, a California municipal corporation ("City"), and Temecula Valley Convention & Visitors Bureau, a California non-profit corporation, dba Visit Temecula Valley ("Tenant").

RECITALS

A. Tenant and City have entered into that certain Amended and Restated Office Lease Between the City of Temecula and Temecula Valley Convention & Visitors Bureau dba Visit Temecula Valley, with an effective date of November 8, 2022 (the "Lease"). Pursuant to the Lease, City has agreed to lease and rent to Tenant, and Tenant has agreed to lease and rent from City, an approximate 3,985 square foot portion ("Premises") of the building located at 28690 Mercedes Street, Suite 201, Temecula ("Building"). The Premises are described on Exhibit A hereto.

B. Pursuant to the Lease, Tenant and its customers have the right to use certain parking spaces in the parking facility located in the Building and the non-exclusive right to use certain Common Areas, subject to the terms of the Lease.

C. The Term of the Lease commenced on November 8, 2022.

D. Tenant and City now desire to enter into this Memorandum to provide record notice of the Lease.

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 the Premises to Tenant, and Tenant hereby leases and accepts the Premises from City subject to the terms of the Lease. The Term of the Lease of the Premises commenced on November 8, 2022 (Commencement Date) and will terminate five years from the Commencement Date; provided, however, that the initial five-year term will automatically extend, on an annual basis, for one year, and such annual extensions (“Annual Extension Periods”) will continue in perpetuity unless City or Tenant give 30 days prior written notice to the other (at any time during any one year annual extension) that said party elects to terminate this Lease, and this Lease will terminate at the end of said 30-day period.

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.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Memorandum of Lease as of the date set forth below.

City:

CITY OF TEMECULA, a municipal corporation

Tenant:

TEMECULA VALLEY CONVENTION & VISITORS BUREAU, a California nonprofit corporation, dba Visit Temecula Valley

Dated: _____, 2023

Dated: _____, 2023

By: _____
Kevin Hawkins, Assistant City Manager

By: _____

Print Name: _____

ATTEST:

Title: _____

Randi Johl, City Clerk

Dated: _____, 2023

Approved as to form:

By: _____

Print Name: _____

Peter M. Thorson, City Attorney

Title: _____

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Riverside)

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

Notary Public, 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)

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Riverside)

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

Notary Public, 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
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Signature _____

(Seal)