Appendix K:

City of Del Mar - The Winston School
Memorandum of Understanding (MOU)

Noncompete clause for purchase of land

Note: Full MOU is available to download.
     See Appendix Index.
Memorandum of Understanding between the City of Del Mar and The Winston School

This Memorandum of Understanding ("Agreement") is made and entered into as of [Insert Date] by and between the City of Del Mar ("City") and The Winston School ("Winston School") of San Diego, California.

WHEREAS, the City desires to acquire from the Del Mar Union School District that certain real property commonly known as the Del Mar Shores Property, as more particularly described on Exhibit "A" attached hereto ("Property"); and

WHEREAS, the Property is improved with four buildings that are presently used by the Winston School for class, office and auditorium purposes ("Buildings") in the operation of its school for children with learning differences pursuant to the terms of a lease between the Winston School and the Del Mar Union School District ("DMUSD Lease"); and

WHEREAS, the City does not want the Buildings or to bear the cost of their removal; and

WHEREAS, the Winston School desires a long term lease in order to continue the operation of its school on the Property and is willing to acquire the Buildings for a nominal price; and

WHEREAS, the Winston School agrees that it is not, and will not be, a competitor for purchase of the Property, and further agrees, at no cost to the City, to support City's efforts to acquire the Property in exchange for the City's agreement to enter into a lease as hereinafter provided; and

WHEREAS, in order to generate the purchase funds necessary for the acquisition of the Property, the Parties shall individually and jointly seek donations from various individuals and organizations.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, the Parties hereby agree as follows:

I. FUNDRAISING

A. Each Party shall expend reasonable efforts to secure the funds necessary for the City to acquire the Property within the time limits set forth in a purchase agreement between the City and the DMUSD.

1. It is anticipated that each party will provide fifty percent (50%) of the purchase price of the Property. However, in the event the best