

AGREEMENT

between

CLAREMONT COLLEGE

and

SOUTHERN CALIFORNIA SCHOOL OF THEOLOGY

This Agreement made by and between CLAREMONT COLLEGE, a nonprofit educational corporation organized under California law, and SOUTHERN CALIFORNIA SCHOOL OF THEOLOGY, a nonprofit educational corporation organized under California law, WITNESSETH:

1. Claremont College, herein called "College", is the central coordinating institution in a group of colleges at Claremont, California, sometimes known as "The Associated Colleges at Claremont"; Southern California School of Theology, herein called "School", is an institution of higher learning specializing in religious scholarship and in training for the Christian ministry.

2. It is mutually desired by the parties that School establish its headquarters and principal place for the carrying on of its activities in Claremont, on land to be conveyed to it by College, and to make use of certain of the facilities and equipment of College to the extent defined below.

IT IS THEREFORE AGREED AS FOLLOWS:

1. College conveys to School, and School accepts, certain real property located in Claremont, California, by a Grant Deed of the same date as this Agreement, and School agrees to the terms and conditions of the said Deed.

2. The terms and conditions of the offer of sale required of School by the said Deed are:

a. Written notice of the offer shall be given by School to the chief executive officer of College at the office of College in Claremont, and the offer shall endure and remain open for a period of six months from the date of the giving of such notice.

b. College may accept said offer as to all of the land granted and the improvements and fixtures located thereon at the time of the offer.

c. In the event of such acceptance, the price shall be computed as follows: whichever of the following defined amounts be lower, either (1) the fair market value of the land granted, and the improvements and fixtures thereon, as of the date when the notice of offer is given, or (2) the sum of the following amounts: the purchase price of the land granted in the sale from College to School plus taxes and assessments paid by School thereon since the date of conveyance by College to School plus the original cost of improvements and fixtures thereon but less a reasonable allowance for depreciation and obsolescence of such improvements and fixtures.

d. College may accept said offer of sale as to a portion of the land granted and any improvements and fixtures on said portion at the time of the offer, but provided that the portion may not be such as would unreasonably interfere with the use of, or unreasonably reduce the marketability of, the remainder.

e. In the event of acceptance as to a portion, the price shall be computed as follows: whichever of the following defined amounts be lower, either (1) the fair

market value of the land, improvements and fixtures of the portion as of the date when the notice of offer is given, or (2) the sum of the following amounts: that part of the purchase price of the land granted in the sale from College to School which bears the same ratio to the total purchase price in said sale as does the acreage of the portion to the acreage of the land granted plus a similar part of the taxes and assessments paid by School on the land plus the original cost of improvements and fixtures on the said portion but less a reasonable allowance for depreciation and obsolescence of such improvements and fixtures.

f. Should College and School be unable to agree upon the price, or on any of the calculations relating thereto, then the question shall be submitted to arbitration, said arbitration to be conducted in accordance with, and to have the validity and effect provided by, the provisions on arbitrations of the Code of Civil Procedure of the State of California as then in force.

g. Acceptance of the offer by College shall be made by giving written notice to the chief executive officer of School, or to the assign or successor in interest of School.

h. At the time of such acceptance, and as a condition upon its having valid effect, College shall tender not less than twenty percent of the price as proposed by College. If School does not agree to the price as thus proposed, it shall demand arbitration within thirty days of such tender. An acceptance shall be valid and binding, and a contract formed, if acceptance is made as herein provided within the six months' period herein provided

even though arbitration is demanded as herein provided on any questions relating to price. College shall pay the balance of the price within ten years of the date of its acceptance of the offer, in annual installments of not less than ten percent of the balance; the unpaid portion of the balance shall bear simple interest at the rate of five percent per annum commencing on the date of acceptance, and shall be secured by a trust deed in usual form upon the property.

3. It is understood between the parties that School is determined that it shall be one of the outstanding schools of religion in America, and it is agreed that School shall take all reasonable steps to this end; it is specifically agreed by School that it will be permanently conducted as a graduate school of religion and theology, interdenominational in its curriculum offerings and with its students and faculty not limited to the adherents of any single denomination.

4. In order that the architectural and artistic harmony and beauty of the collegiate buildings and campuses in Claremont may be fostered and maintained, plans for the campus and buildings of School shall be subject to the approval of the Architectural Commission of the Associated Colleges to the same extent that plans of College are subject.

5. There shall be constructed and maintained, immediately south of, and along the length of, the southerly edge of the land granted, a bypass road. This road shall be parallel with Foothill Boulevard, and shall run westerly from the present north extension of College Avenue, which north extension now runs northerly from Foothill Boulevard. College shall prepare, and provide to School, subject to the approval of the Architectural Commission of the Associated Colleges, designs and

plans for said road. The said designs and plans shall include sidewalks, curbs, fencing, and landscaping, and also an entrance to the land granted from said bypass road. School shall construct the road, sidewalks, curbs, fencing, and landscaping, all in accordance with the said designs and plans, concurrently with its commencing development of the land granted, and shall thereafter reasonably and properly maintain the same, but they shall be and remain the property of College subject to the right of appropriate use by School according to the said designs and plans.

6. School agrees to participate in, with College and with other of the Associated Colleges at Claremont, and share the cost of, the construction of such other access roads, boundary roads abutting the land granted, and landscaping and land improvement, as the Architectural Commission of the Associated Colleges may deem necessary and proper, and which directly affect the land granted.

7. School also agrees to construct and maintain, on the land granted, any and all flood control installations as may be reasonably necessary or desirable for the protection of the land granted and the adjacent land.

8. It is understood that School must have assured adequate access between the land granted to School by Grant Deed above referred to and nearby public streets, including Foothill Boulevard, which is a main arterial highway running east and west parallel to the southerly frontage of the land granted. To provide such access, School and College agree as follows, having also in mind (a) the increasing traffic problem in the vicinity; (b) the need that access and communication to and on the campuses and related areas in the vicinity belonging to School and to College and related institutions should be designed

and managed in accordance with a reasonable general plan; (c) the duty of College, as the central coordinating institution of the Associated Colleges and related institutions, to formulate and safeguard plans for the general interest of all; and (d) the fact that the land granted, comprising about fifteen acres, is part of an area of approximately 250 acres belonging to the parties and to related institutions and lying north of Foothill Boulevard.

(1) College agrees to give, in the development of plans for land use and access, careful consideration to the needs and desires of School.

(2) School agrees to give, in the development of plans for use of and access to and from the land granted, careful consideration to the present and future plans of College respecting the use of lands near the land granted, insofar as the land granted affects such plans.

(3) There is now in existence and use a northerly extension of College Avenue, approximately eleven hundred feet in length, beginning at and connected with Foothill Boulevard and running north along the east edge of the land granted. This northerly extension of College Avenue is the property of College; it is not a public street, nor does any easement of use exist as to it, nor is any granted by this Agreement.

(a) College agrees to permit School to use as a roadway the northerly one-half (1/2) of said northerly extension so long as said northerly one-half continues to be generally so used, said permission being in the nature of a license, but College reserves the right to terminate or alter the existence or use of said northerly one-half at any time, upon written notice to School.

(b) College agrees to permit School to use as a roadway the southerly one-half (1/2) of the said northerly extension, not including the connection to Foothill Boulevard, said permission being in the nature of a license, but provided that:

(i) This use shall be at all times reasonable and in general conformity with the then-existing use of nearby lands owned by College or related institutions;

(ii) If and when the development and use of said nearby lands becomes such as to make this use not reasonably necessary for the use and enjoyment of the land granted, and if at such time School has other reasonable access to and from the land granted, then upon written notice to School College may terminate or alter the existence or use of said southerly one-half.

(c) College agrees to permit School to use as a roadway the connection between the said northerly extension and Foothill Boulevard so long as the said connection continues to be generally so used, said permission being in the nature of a license, but College reserves the right to terminate or alter the existence or use of said connection at any time, upon written notice to School, but provided that the said connection will not be closed without the consent of School unless College shall first offer to grant or provide to School, without charge, a non-exclusive easement of right of way approximately sixty feet wide, continuous with the easement granted in the Grant Deed above referred to, and running easterly to a point not further east than midway between the extended centerlines of Columbia and Dartmouth Avenues, and at said point connected with Foothill Boulevard.

(d) Notwithstanding the provisions of (a), (b), and (c) foregoing, College agrees to permit School to use the

entire northerly extension, including the connection with Foothill Boulevard, as a roadway for a period of two years from the date of this Agreement.

(4) It is understood and agreed that the designs and plans to be provided by College under Paragraph 5 of this Agreement for a bypass road along the southerly edge of the land granted will be such that the "entrance to the land granted" referred to in said Paragraph 5 herein shall be an entrance between the land granted and the said access road, but not to Foothill Boulevard necessarily, and that said entrance shall be, in the said designs and plans, located at whatever point on the said bypass road School may desire, subject to the approval of the Architectural Commission of the Associated Colleges as provided in Paragraph 4 herein.

(5) College agrees that notwithstanding any other provision of this Agreement, School, subject to the permission and approval of municipal and state authorities, shall have, and is hereby given, the right to establish a roadway between and connecting the bypass road mentioned in Paragraph 5 herein and Foothill Boulevard, either at the southwest corner of the land granted or opposite Harvard Avenue, as the School may elect.

(6) College further agrees that, in the event the connection with Foothill Boulevard mentioned in (5) just above is not permitted by the municipal or State authorities to be constructed, College will, at the request of School made any time within two years of the date of this Agreement, obtain and provide or grant to School a non-exclusive easement of right of way approximately sixty feet wide, continuous with the easement granted in the Grant Deed aforesaid, and running westerly from that easement to Via Zurita, a public street, and connected to Foothill Boulevard through Via Zurita but not

otherwise connected to Foothill Boulevard. School agrees that upon the making of said grant or provision, it will pay to College, for said easement, the sum of Three Thousand Seventy-two Dollars (\$3,072.00). College shall, if such grant or provision be made, prepare and provide to School, subject to the approval of the Architectural Commission, designs and plans for a road, sidewalks, curbs, and landscaping, but not fencing, for said easement, which said designs and plans shall be similar to and harmonious with those prepared under Paragraph 5 of this Agreement. School shall, when such designs and plans are provided to it, thereupon construct the road, sidewalks, curbs, and landscaping, all in accordance with said designs and plans, and shall thereafter reasonably and properly maintain the same, but they shall be the property of the College. In the event that the land bordering on the north edge of the easement herein described be developed for educational use of a like or similar character, School shall have the right to arrange with the educational institution involved for a sharing with School of the costs of the maintenance mentioned herein, and, in the event a reasonable arrangement cannot be made, to deny such institution the use of the easement; but provided, however, that this right shall not apply against Scripps College.

This Agreement may be amended or terminated by a writing duly executed by both parties, but it is intended to be the permanent agreement of the parties and may not be otherwise amended or terminated either by oral agreement or by the conduct of either or both of the parties or by any failure either to adhere to or to enforce any of its provisions. Certain agreements and understandings between the parties intended to be of a less definite and irrevocable nature are set forth in

a Supplementary Agreement bearing the same date as this Agreement.

IN WITNESS WHEREOF, College and School have caused to be subscribed hereto and impressed hereon their respective corporate names and seals, and this instrument to be executed by their respective authorized officers, on this 5th day of June, 1957, at Los Angeles, California.

CLAREMONT COLLEGE

By /s/ William W. Clary
William W. Clary
Chairman of the Board of Fellows

(CORPORATE SEAL OF
CLAREMONT COLLEGE)

And by ROBERT J. BERNARD
Robert J. Bernard
Secretary

SOUTHERN CALIFORNIA SCHOOL OF THEOLOGY

(CORPORATE SEAL OF
SOUTHERN CALIFORNIA
SCHOOL OF THEOLOGY)

By K. MORGAN EDWARDS
K. Morgan Edwards
President

And by D. LESLIE HOLE
D. Leslie Hole
Assistant Secretary