

SCOPE OF SERVICES – PHASE VII

The Client hereby engages TRA, and TRA agrees to provide the scope of services to the Client as part of the prime agreement dated June 10, 2019, together with the Phase II agreement issued October 21, 2019, the Phase III agreement issued March 25, 2020, Phase IV agreement issued March 22, 2021, Phase V issued January 20, 2022 and Phase VI dated January 19, 2023 as follows:

Metzler A:

1. Finalize the exchange of this property to Silverado Memory Care, Inc. with a to be identified exchange property.
2. Assist the Client in identifying and closing on an income producing exchange property.
3. Interface with the City of San Jose Planning Department on behalf of the Client as support for Silverado and their proposed development.
4. Coordinate with Silverado on behalf of the Client, to achieve District goals.
5. Coordinate with District's civil engineer on behalf of the Client to create a new legal parcel, by plat and legal description for the Metzler A portion of the property.
6. Provide support and guidance on City process matters for the contemplated development.
7. Participate in Board updates and presentations, at the direction of staff.

Metzler B:

1. Work with Client and Casa di Mir as Tenant for all lease related matters, including working with the City of San Jose on all required permits.
2. Participate in Board updates and presentations, at the direction of staff.

Metzler C:

1. Interface with Robson Homes on the development of Metzler C, including easement area, City planning issues, other development matters that impact the remaining site retained by CSD.
2. Participate in Board updates and presentations, at the direction of staff.

North 40 Project:

1. Develop strategies and school mitigation agreement(s) for Phase II of this development.
2. Coordinate with the Town of Los Gatos, as needed.
3. Negotiate potential mitigation agreement with the developer(s) of this site.
4. Participate in Board updates and presentations, at the direction of staff.

Other:

1. Work with all potential developers with project sites within the District boundary to assist and advise the Client on developer fees matters.

2. Work with District on demographic matters impacting CSD, to ensure all appropriate fees are paid from all development projects, including school mitigation fees. Potential projects to include Cambrian Park Plaza, etc.
3. All other real property advising as need by CDS.

General Scope:

1. TRA to work with the Client, at their option, to assist in the financial analysis and presentation to the community and Board of the various development and exchange scenarios for each property, from a community benefit perspective.
2. Prepare updated financial pro forma and cash flow analysis to brief staff and the Board, as needed.
3. Primary real property negotiator on behalf of the Client.

Deliverables:

1. Assessment, evaluation and recommendations for all proposed development and tenants or users of the identified property sites.
2. Real property advice for the Board and staff.

Not included in this scope of work are the cost of other District Consultants including: legal counsel, civil engineer, environmental engineer, political consultant, etc.

TERRA REALTY ADVISORS, INC.

CAMBRIAN SCHOOL DISTRICT



Scott Sheldon President

Date: November 5, 2023

Date: _____

Compensation of the Consultant

In its capacity under this Agreement, TRA shall receive fees, as set forth in the Rate Schedule as referenced herein, which rates may be adjusted annually on July 1.

RATE SCHEDULE 2023/2024

The following are the hourly rates for each position:

President	\$295.00/hr
Executive Vice President	\$250.00/hr
Senior Vice President	\$215.00/hr
Vice President	\$195.00/hr
Director of Due Diligence/Research	\$140.00/hr
Administrative/Clerical	\$ 95.00/hr

Invoices will be issued monthly and will be due and payable upon receipt. All other costs, such as phone, fax, or travel outside the Bay Area or Sacramento, overnight delivery charges, blueprints, etc., and additional costs, shall be reimbursed at cost. All payments will be delinquent after 30 days and shall bear interest at 1 1/2% per month.

The following is our budget estimate of fees likely to be incurred for our services based on the attached Scope of Services through December 31, 2024: Fifty Thousand Dollars (\$50,000), not including direct reimbursable costs as outlined in the proposal. An estimate is not a fixed fee and does not constitute a commitment to perform services for that amount, or an obligation for the Client to pay that amount. Client consent will be obtained before TRA charges for fees that exceed the stated budget.

Preparing to serve or serving as a consultant or witness in any litigation, arbitration or other legal proceedings are additional costs, and will be charged at 1.5 times the hourly rates as shown above.