

SCOPE OF SERVICES – PHASE IV

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, and the Phase III agreement issued March 25, 2020 as follows:

Fire House:

1. Work with staff and District legal counsel to negotiate on-going extension(s) of the Red Dog Shred lease, as required.
2. Solicit and coordinate interest in securing a ground lease and/or exchange agreement to maximize the economic return to the Client; currently there is a RFP issued for a ground lease.
3. Participate in Board updates, at the direction of staff.

Metzler A:

1. Finalize a joint occupancy/ground lease agreement with Silverado Memory Care, Inc., per the terms and conditions set forth in the RFP and LOI.
2. Interface with the City of San Jose Planning Department on behalf of the Client as support for Silverado and their proposed development.
3. Coordinate with Silverado on behalf of the Client, to achieve District goals.
4. 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.
5. Provide support and guidance on City process matters for the developments contemplated.
6. Participate in Board updates and presentations, at the direction of staff.

Metzler C:

1. Work with property owners and brokers to identify an exchange property. Coordinate due diligence on the identified property, and work with legal counsel on all required documentation.
2. Interface as a resource with the City of San Jose Planning Department.
3. Interface with Robson Homes on the development of Metzler C, including easement area, City planning issues, other development matters.
4. In conjunction with the Client, participate in public outreach as part of the development process.
5. Participate in meetings with the decision makers (City Council members) at the direction of the Client and their political consultant.
6. Work with developer's civil engineer on behalf of the Client to create a new legal parcel, by plat and legal description for this portion of the property.
7. Interface with the City of San Jose Planning Department on behalf of the client as support for the developers proposed development.
8. Participate in Board updates and presentations, at the direction of staff.

North 40 Project:

1. Work with staff on developing strategies.

2. Develop a pro forma of financial issues for consideration by the Board.
3. Aid in negotiations with developer, Los Gatos school districts.

General Scope:

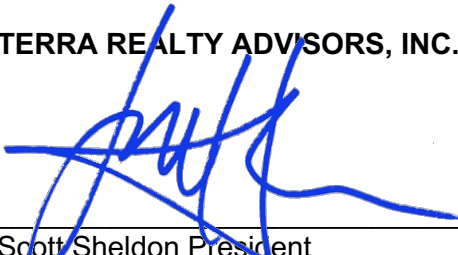
1. Coordinate all appraisals necessary to complete all approved transactions.
2. Coordinate civil mapping for Metzler site.
3. Coordinate Environmental Site Assessment for the Metzler property
4. TRA to work with the Client, at their option, to assist in the financial analysis and presentation to the community and Board of the various development scenarios for each property, from a community benefit perspective.
5. Prepare updated financial pro forma and cash flow analysis to brief staff and the Board, as needed.
6. Primary negotiating party on behalf of the Client.
7. Five meetings with City staff
8. Five meetings in person with the Board, open or closed session.

Deliverables:

1. New Parcel Maps for Metzler A, B & C
2. Updated short term lease with the existing Fire House tenant, if they wish to stay
3. Information and documentation for the Client's political consultant to assist in their outreach to the community
4. Assessment, evaluation and recommendations for all proposed developers and tenants or users of the identified property sites.
5. 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.



Scott Sheldon President

CAMBRIAN SCHOOL DISTRICT

Date: March 11, 2021

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 2021/2022

The following are the hourly rates for each position:

President	\$255.00/hr
Executive Vice President	\$200.00/hr
Senior Vice President	\$175.00/hr
Vice President	\$150.00/hr
Director of Due Diligence/Research	\$115.00/hr
Administrative/Clerical	\$ 75.00/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 a Not to Exceed budget estimate of fees likely to be incurred for our services based on the attached Scope of Services through December 31, 2021: Seventy-Five Thousand Dollars (\$75,000), 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.

Both parties herein agree to keep all information relating to this project and Agreement confidential.