

## SCOPE OF SERVICES – PHASE VI

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, and Phase V issued January 20, 2022 as follows:

### **Fire House:**

1. Finalize the exchange of this property to the Santa Clara County Firefighters with a to be identified exchange property.
2. Assist the Client in identifying and closing on an income producing exchange property.
3. Participate in Board updates, at the direction of staff.

### **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 on potential new tenants, to achieve greater current returns.
2. 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. 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.
5. Interface with the City of San Jose Planning Department on behalf of the client as support for the developers proposed development.
6. Participate in Board updates and presentations, at the direction of staff.

**North 40 Project:**

1. Monitor and consult with District and District legal counsel on legal status of this development.
2. Assist in negotiations with the developer, Los Gatos school districts regarding developer impact fees.
3. 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 include Cambrian Park Plaza, North 40 (north portion of site), etc.

**General Scope:**

1. Coordinate civil mapping for Metzler sites.
2. 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.
3. Prepare updated financial pro forma and cash flow analysis to brief staff and the Board, as needed.
4. Primary real property negotiator on behalf of the Client.
5. Five meetings with City staff
6. Five meetings in person with the Board, open or closed session.

**Deliverables:**

1. New Parcel Maps for Metzler A, B & C
2. Closing and exchange coordination for Firehouse, Metzler A & C sites.
3. Assessment, evaluation and recommendations for all proposed developers and tenants or users of the identified property sites.
4. 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.**



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Scott Sheldon President

**CAMBRIAN SCHOOL DISTRICT**

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Date: January 5, 2023

Date: \_\_\_\_\_

## **Compensation of the Consultant**

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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 2022/2023**

The following are the hourly rates for each position:

President	\$275.00/hr
Executive Vice President	\$350.00/hr
Senior Vice President	\$195.00/hr
Vice President	\$175.00/hr
Director of Due Diligence/Research	\$130.00/hr
Administrative/Clerical	\$ 85.00/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, 2023: 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.

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