





City of Campbell

70 North First Street

Campbell, CA 95008 -1423

Project Image



Notice of Public Hearing

Dear Campbell Resident,

Nov. 30, 2022

The Planning Commission of the City of Campbell will hold a Public Hearing at 7:30 p.m., or shortly thereafter, on Tuesday December 12, 2023, in the City Hall Council Chambers, 70 North First Street, Campbell, California, to consider the following item:

Project Address: 653 E Campbell Ave #2

Zoning | Area Plan: P-D | ECAMP

Neighborhood Association(s): N/A

Council District: 2

File No: PLN-2023-173

APN: 279-46-052

Applicant: Scofield Chiropractic Optimization, LLC

Property Owner: Greyland's Prof. Office Center, LLC

Application Type: Conditional Use Permit

Project Planner: Larissa Lomen, Assistant Planner

Email Contact: larissal@campbellca.gov

Phone Contact: (408) 866-2144

Project Description:

Establishment of a chiropractic office ("medical services, clinic") within an existing tenant space, in the Greyland's Professional Office Center.

You may participate virtually or watch online:

- ◇ Register online to speak via Zoom:
(<https://campbellca.gov/PCSignup>.)
- ◇ Watch YouTube live-stream:
(<https://www.youtube.com/user/CityofCampbell>.)

Hearing impaired or TTY/TDD text telephones users may contact the City by dialing 711 for California Relay Services (CRS) or by telephoning any other providers' CRS telephone number. We may provide appropriate aids and communication services for qualified persons with disabilities such as: sign language interpreters, assistive hearing devices, and other services for people with speech vision, and hearing impairments

Please be advised that if you challenge this item in court, you may be limited to raising only those items identified at the Public hearing or submitted in writing to the Planning Division at, or prior to, the Public Hearing. Failure to exhaust all administrative appeals may preclude a challenge in court.



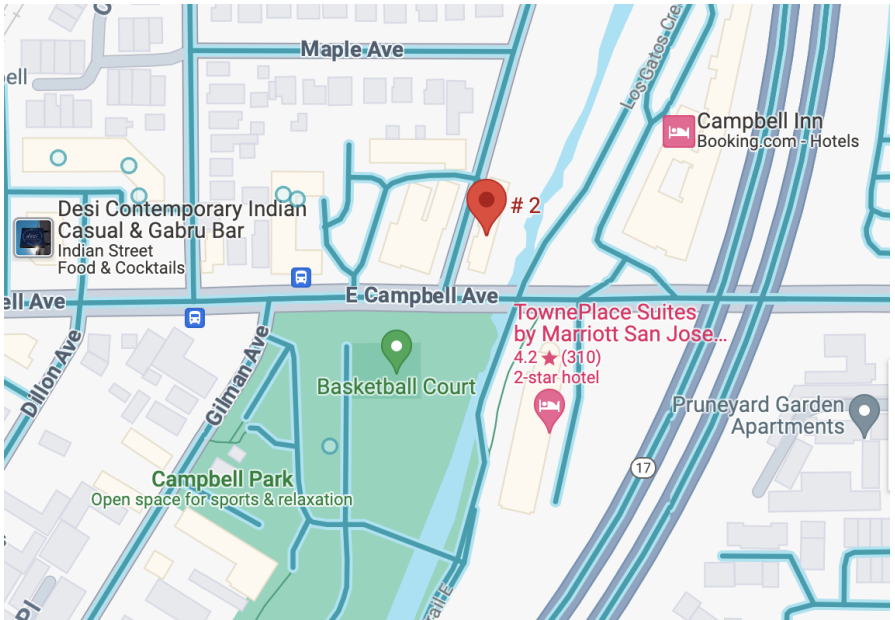
- City of Campbell -
Community Development Department
70 N. First Street, Campbell CA 95008
(408)866-2140 | planning@campbellca.gov

Note: Applications may change after initial application submittal. To view the project plans, please scan the QR code.

****Asistencia en Español disponible,
Simplemente marque (408) 866-2140 y pida traduccion en Español**



Project Plan Cover Sheet
 Conditional Use Permit Application
 Date of Submission: October 18, 2023 | V1

Project Address:	653 E. Campbell Avenue, SUITE 2, Campbell, CA
APN	27946052
Zoning District	Planned Development (P-D) ECAMP
Neighborhood Association(s):	Downtown Campbell Neighborhood Association
Project Title	Scofield Chiropractic Optimization
Scope of Work	Proposed project is to allow a Conditional Use Permit to change the use of 653 E Campbell Ave. Unit 2, to Medical use for a Chiropractic office.
Sheet Index	Exhibit A - Site Photography Exhibit B - Site Plan / Site Schematic Exhibit C - Floor Plan Exhibit D - Accessibility Plan Exhibit E - Project Description Exhibit F - Title Report Exhibit G - Signed Acknowledgement Statement
Legend	Red Marker, #2
Vicinity Map	

Project Data Table	FAR: 51,945/23,728 SF = 2.2 Building Lot Coverage: 23, 728 Building Square Footage: 3,006 SF (653 E Campbell, Building E) All Property Buildings SF: • Building A - 1,759 SF • Building B - 1,953 SF • Building C - 1,774 SF • Building D - 2,085 SF • Building E - 5,172 SF • Building F- 1,450 SF • Building G - 3,300 SF # of Parking Stalls: 111 for the project. 3 for the location for the CUP.
Project Description	
Proposed Use	Medical Use - Chiropractic and massage
Proposed use hours:	9:00am - 7:00pm PT, Monday - Saturday
Operational Notes:	Exam rooms: 2 Client Volume: We anticipate to see between 5-25 patients per day when running at full capacity within proposed hours. Parking/Traffic: client traffic and parking will be short term based on the duration of appointments, usually no more than 1 hour.
Type and size of proposed building:	Office park building at Graylands office center. 652 Campbell Ave, Suite 2, totaling 644 SQFT.
Project Goals:	The primary goal of the newly established chiropractic office is to provide a resource to the community that will help people deal with chronic pain and musculoskeletal dysfunction commonly associated with the ergonomic stress of a desk job as well as rehab for traumatic and repetitive stress injuries. The secondary goal of the office is to provide educational resources for people to learn how to change their lifestyle to one that will provide community members with long, happy and productive lives.
Public Benefits of the project:	Chiropractic is effective at shortening recovery time from minor injuries and stress related conditions and thus will not only help people live happier, less painful lives, but help our local businesses by reducing the amount of time their employees are unable to be productive. Our mission is to not only alleviate pain and discomfort but also to educate and empower our patients to lead healthier lives. We are committed to fostering a sense of community, where individuals can find support and guidance on their diverse wellness journeys. In addition to serving the general public, we aspire to be a valuable

	resource for our local first responders and youth athletes. We understand the unique physical demands and challenges they face, and we will work closely with them to enhance their performance, prevent injuries, and support their recovery when needed. By prioritizing the health and well-being of our community members, we aim to create a healthier and more vibrant Campbell for everyone to enjoy.
Employees	1-3 Employees in the first 12 months of operation.
Anticipated construction schedule:	Construction upon approval of CUP will be limited to the addition of one internal non-structural wall to partially enclose an open area to create an open door office area. See exhibit C. Timeline to complete would be 1 week.
Applicable fire prevention and suppression features	Smoke alarms and fire extinguisher in unit.

DATE:	APPROVAL

Exhibit A



Exterior photo of site from Courtyard (Image # 1)



Exterior facing Campbell Ave (Image #2)



Exterior Entrance/Exit Facing Campbell Ave

(Image 3)



653 Unit 2 Exterior Facing Poplar Ave (Image 4)



653 Unit 2 First Left Side office (Image 5)



653 Unit 2 Kitchenet Area (Image 6)



653 Unit 2 second office (Image 7)

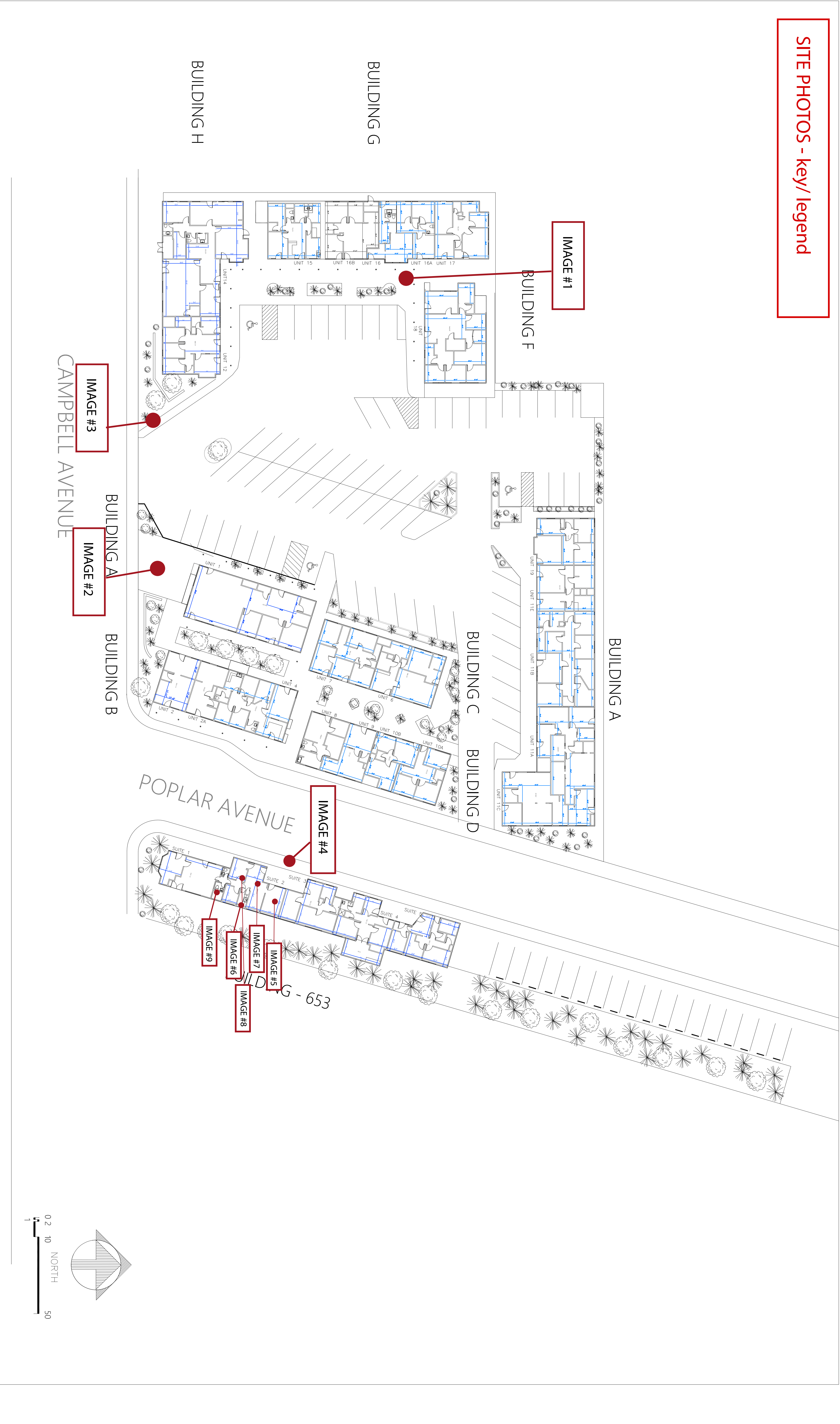


653 Unit 2 right office (Image 8)



653 unit 2 Restroom (Image 9)

SITE PHOTOS - key/ legend



GREYLANDS PROFESSIONAL OFFICE CENTER

621 E CAMPBELL AVE, CAMPBELL, CA

#22012 DATE: 7.22.22 SCALE: 1/16"=1'-0"

SITE PLAN

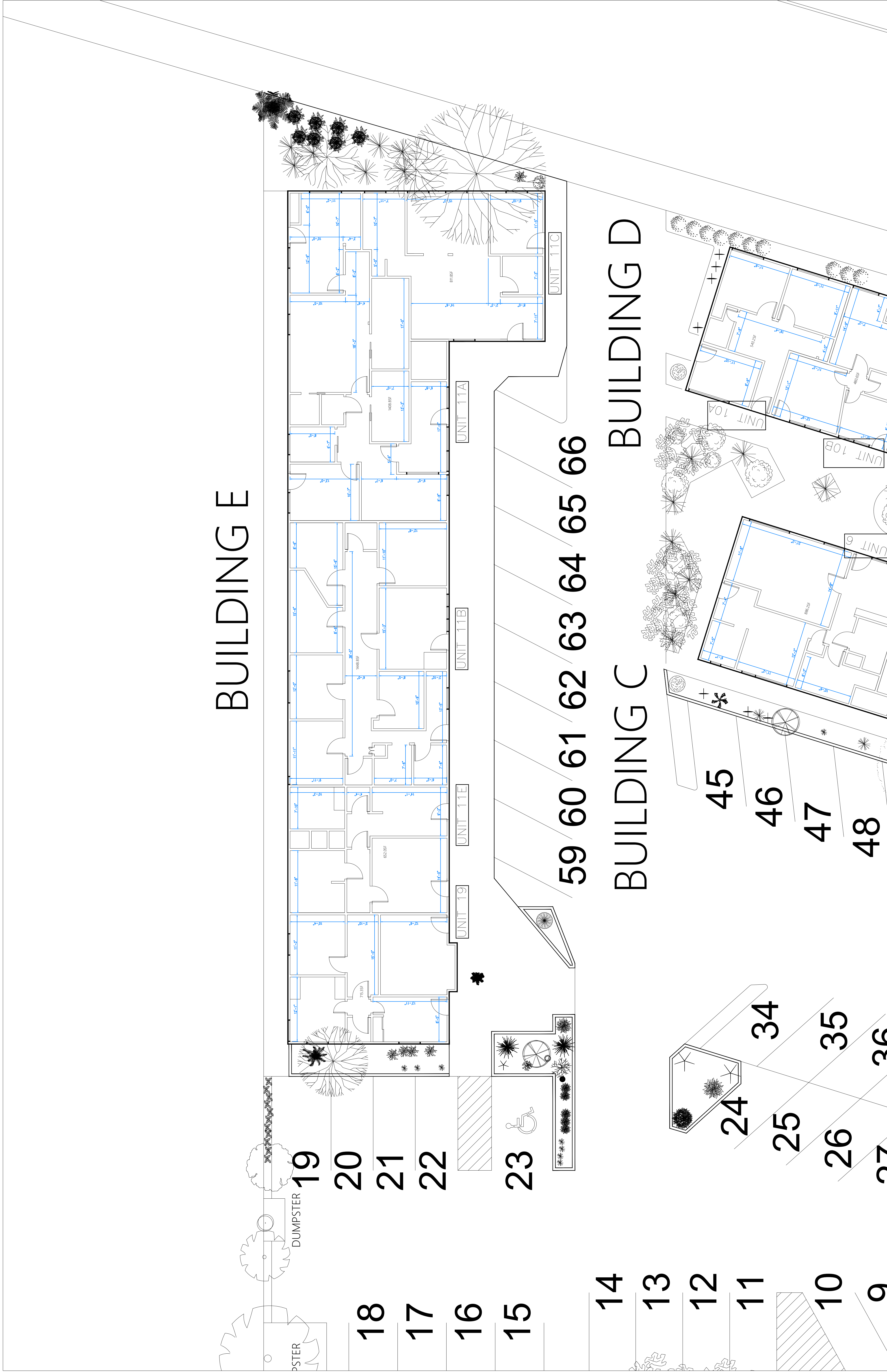
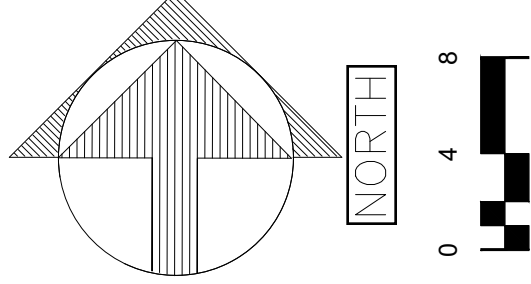
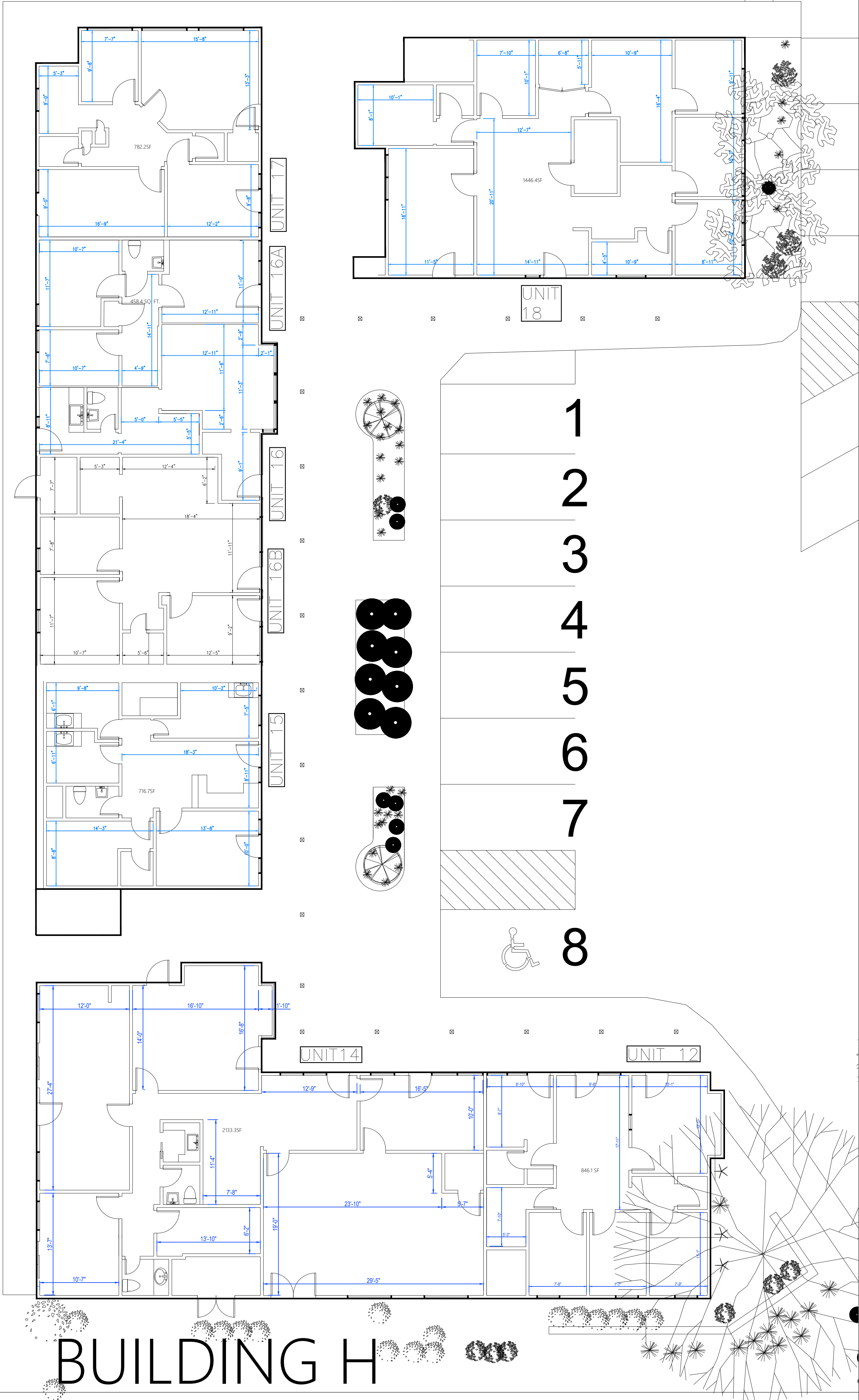
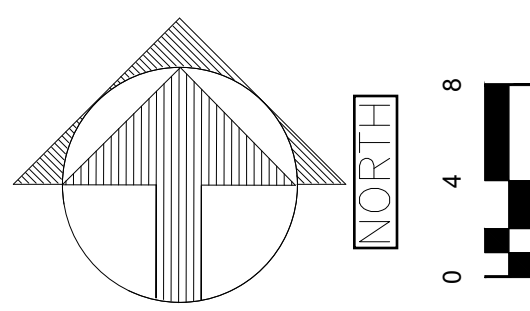


Exhibit B



BUILDING G

BUILDING F



BUILDING H

BUILDING C

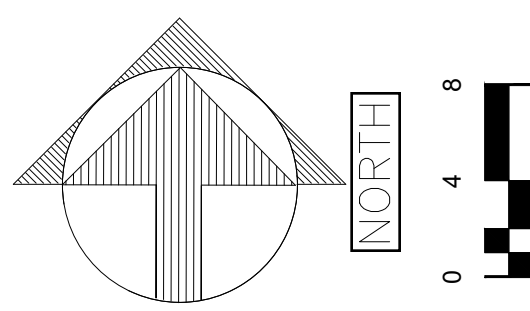
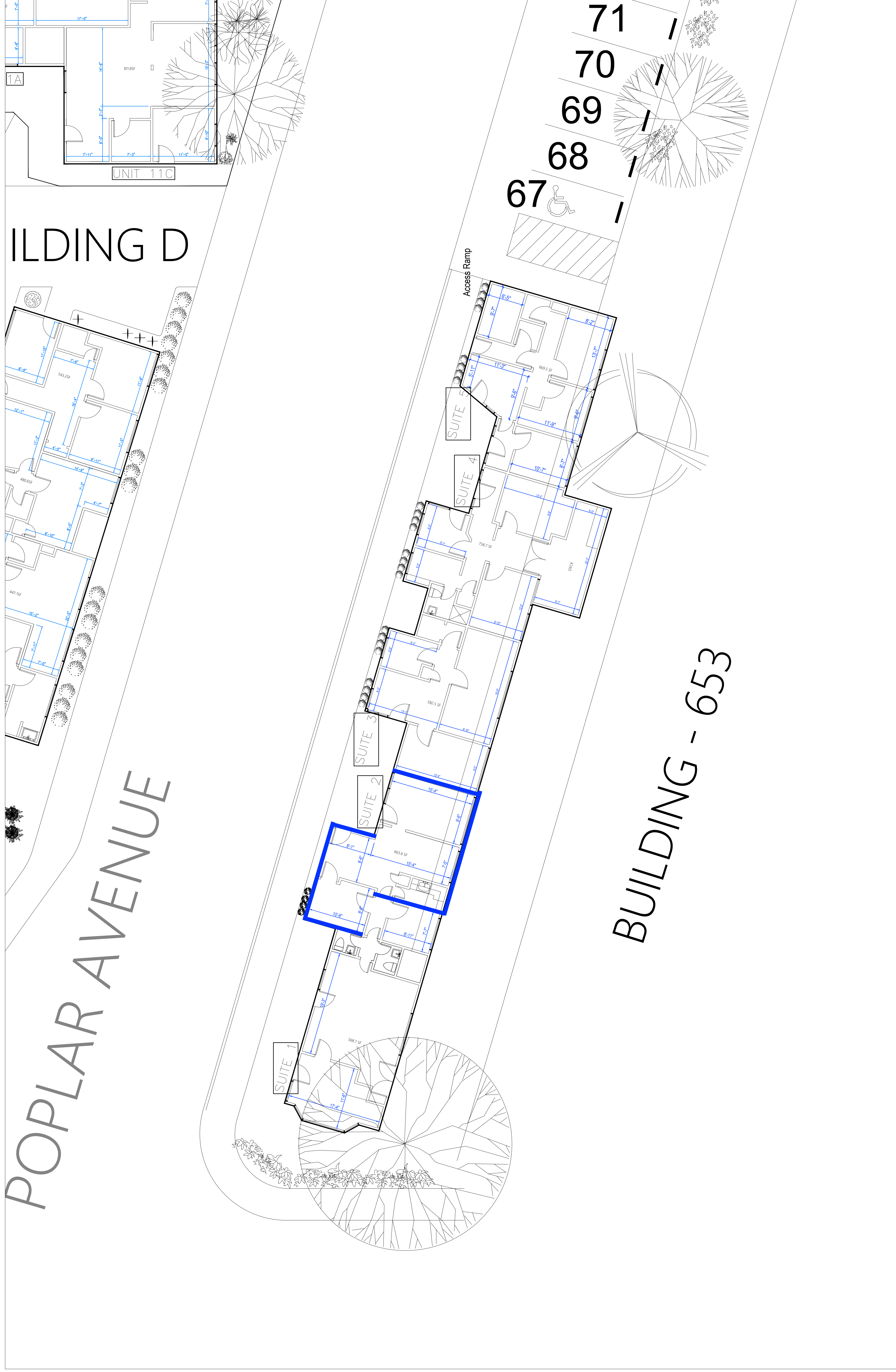
BUILDING D



BUILDING A BUILDING B

CAMPBELL AVENUE

POPLAR AVENUE



GREYLANDS PROFESSIONAL OFFICE CENTER

653 E CAMPBELL AVE, CAMPBELL CA 95008

#22012 DATE: 8.10.22 SCALE: 1/8"=1'-0"

BUILDING 653

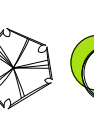


PARKING - 111 SPACES

- INDIAN HAWTHORN

JUNIPER

OLEANDER

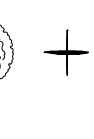
LEMON

PHILODENDRON

JASMINE

GERANIUM

ANISE SAGE

ROSEMARY

AZALEA

JADE PLANT

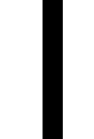
SOAP ALOE

PITTOSPORUM

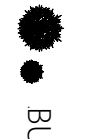
BIRD OF PARADISE

IVY

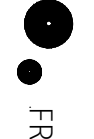
BUDDHIST PINE

LEMON VERBINA

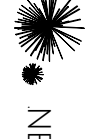
TRUMPET VINE
- AFRICAN LILY

BURNING BUSH

TEXAS SAGE

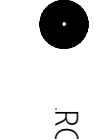
CANDELABRA ALOE

FRENCH LAVENDER

LANCE-LEAVED COREOPSIS

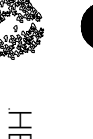
PRIDE OF MADEIRA

NEW ZEALAND FLAX

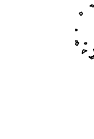
BLACK ROSE

HOLLY

BABY SAGE

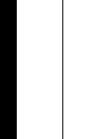
ROSE

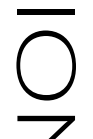
COMMON BOXWOOD

MEXICAN BUSH SAGE

ONION WEED

CAPE MARGUERITE

HEAVENLY BAMBOO

SOCIETY GARLIC

JAPANESE PRIVET
- ASPARAGUS FERN

OAK TREE

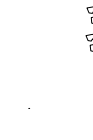
PEACH TREE

BLACK CHERRY TREE

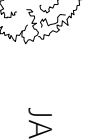
PLUM TREE

ACACIA TREE

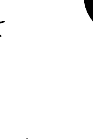
SANTA ROSA PLUM

JAPANESE SPINDLE TREE

CREPE MYRTLE

BIRCH TREE

AVOCADO TREE

BAY LAUREL

CHINESE PISTACHE

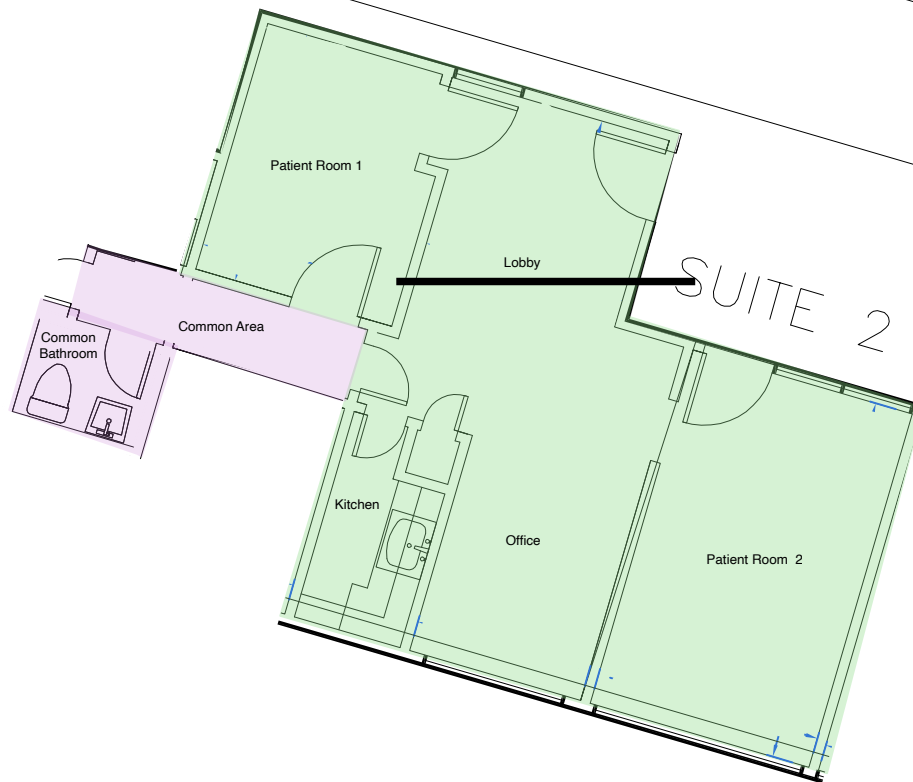
PERUVIAN PEPPERTREE

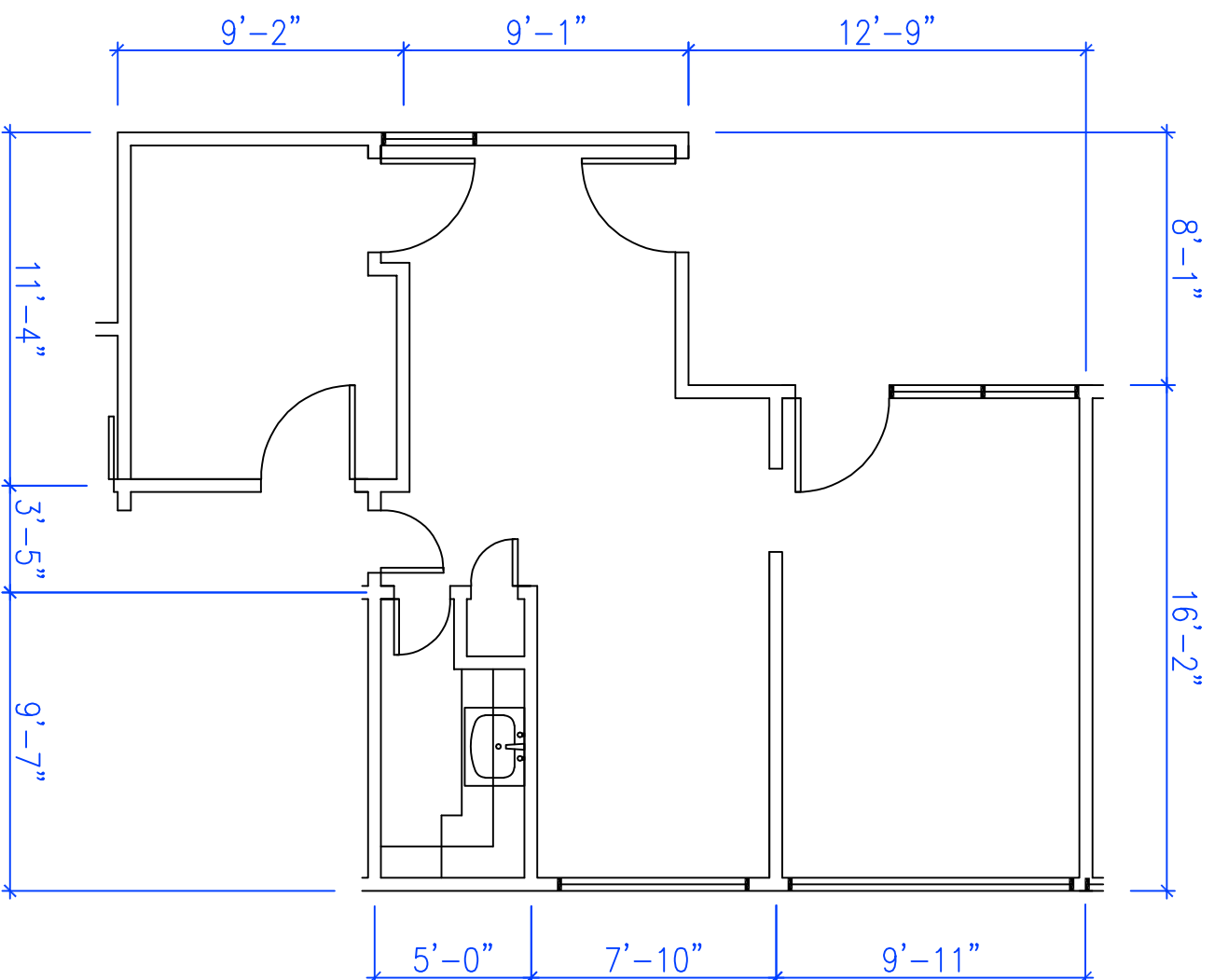
OREGON CRABAPPLE

POPLAR TREE

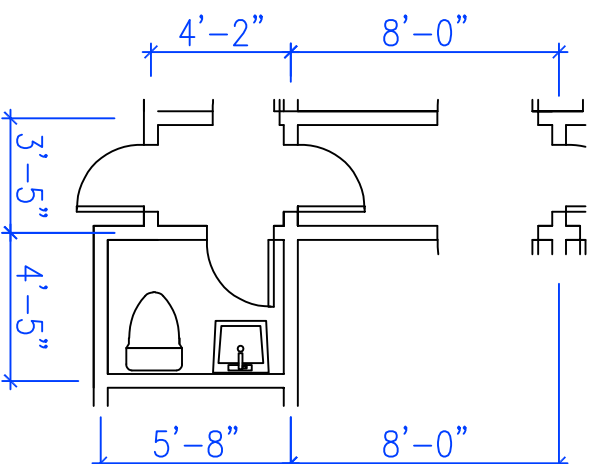
EUCALYPTUS TREE

MEXICAN FAN PALM



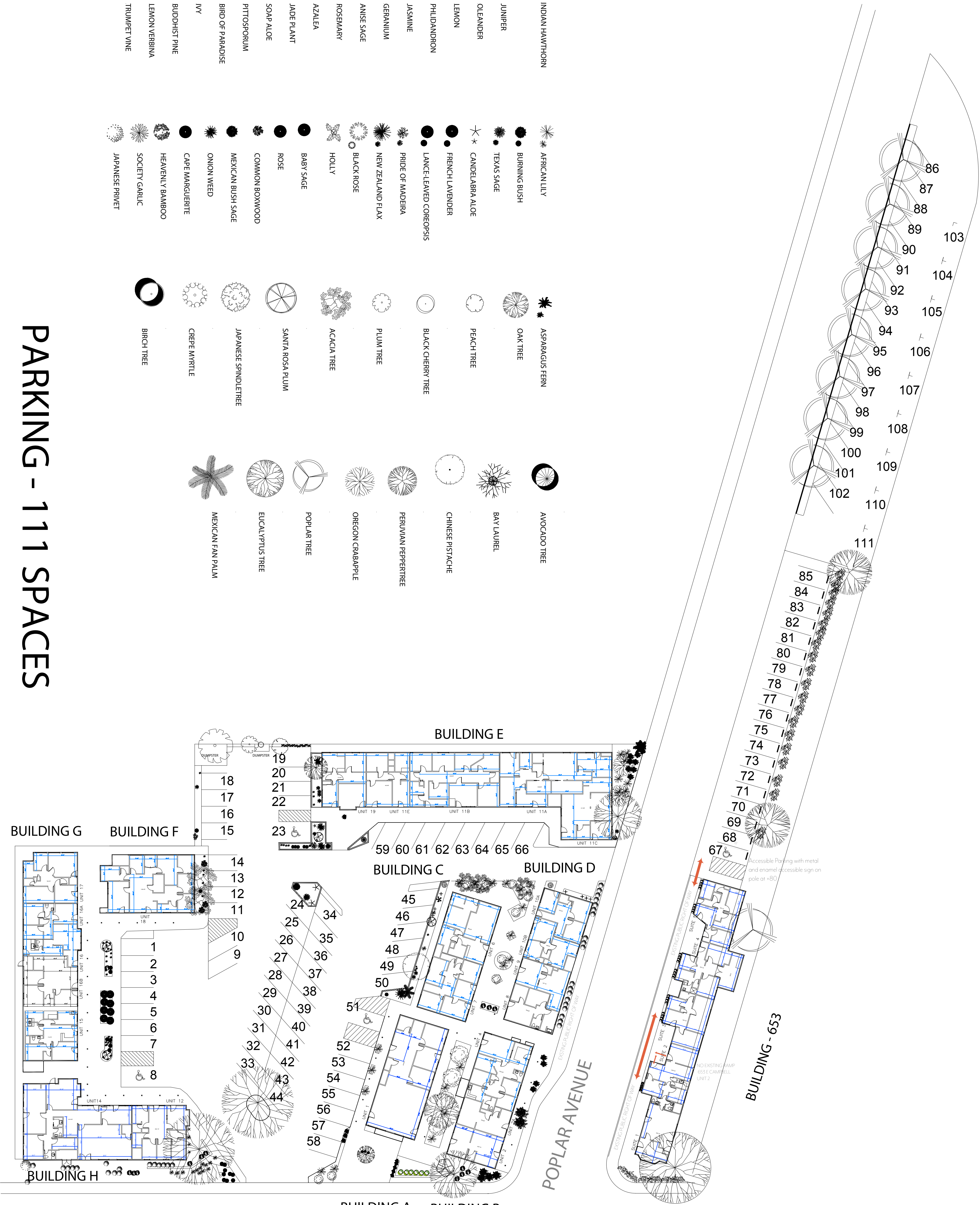


Greylands Professional Center Suite 2

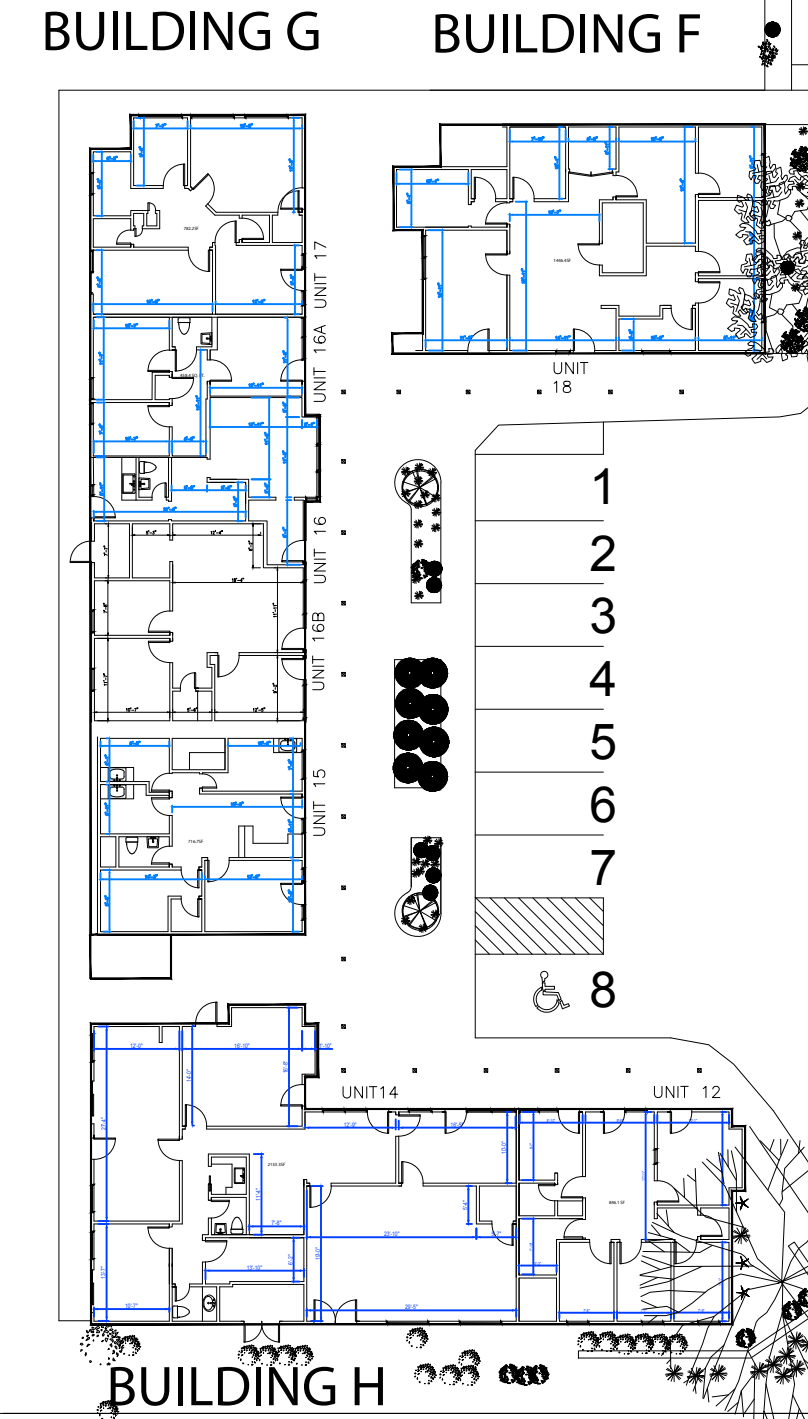


Greylands Professional Center Common area

Exhibit D



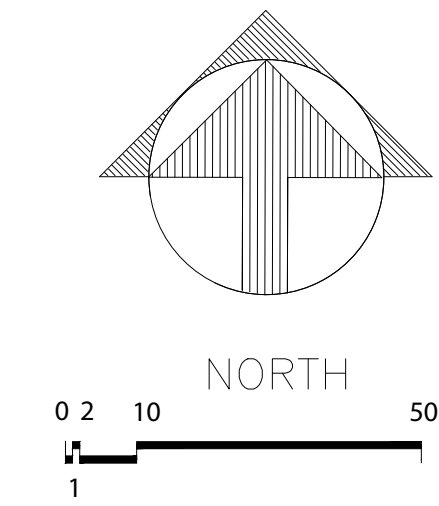
PARKING - 111 SPACES



BUILDING A BUILDING B
CAMPBELL AVENUE

POPLAR AVENUE

BUILDING - 653



Project Description - [Exhibit E](#)

Proposed Use	Medical Use - Chiropractic and massage
Proposed use hours:	9:00am - 7:00pm PT, Monday - Saturday
Operational Notes:	Exam rooms: 2 exam rooms Client Volume: We anticipate to see between 5-25 patients per day when running at full capacity within proposed hours. Parking/Traffic: client traffic will be 5-25 cars per day and parking will be short durations based on the length of appointments. Appointments are scheduled between 20 minutes and 60 minutes per appointment.
Type and size of proposed building:	Office park building at Graylands office center. 652 Campbell Ave, Suite 2, totaling 644 SQFT.
Project Goals:	The primary goal of the newly established chiropractic office is to provide a resource to the community that will help people deal with chronic pain and musculoskeletal dysfunction commonly associated with the ergonomic stress of a desk job as well as rehab for traumatic and repetitive stress injuries. The secondary goal of the office is to provide educational resources for people to learn how to change their lifestyle to one that will provide community members with long, happy and productive lives.
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Employees	1-4 Employees - 1-2 Doctors of Chiropractic

	- 1-2 part-time front desk reception
Anticipated construction schedule:	Construction upon approval of CUP will be limited to the addition of one internal non-structural wall to partially enclose an open area to create an open door office area. See exhibit C. Timeline to complete would be 1 week.



First American Title

Guarantee

CLTA Guarantee Form No. 28 - Condition of Title

ISSUED BY

First American Title Insurance Company

GUARANTEE NUMBER

5026900-7037100

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE GUARANTEE CONDITIONS ATTACHED HERETO AND MADE A PART OF THIS GUARANTEE.

FIRST AMERICAN TITLE INSURANCE COMPANY

a Nebraska corporation, herein called the Company

GUARANTEES

against loss or damage not exceeding the Amount of Liability stated in Schedule A sustained by the Assured by reason of any incorrectness in the Assurances set forth in Schedule A

FIRST AMERICAN TITLE INSURANCE COMPANY

By: 
Kenneth D. DeGiorgio, President

By: 
Lisa W. Cornehl, Secretary

By:

Authorized Countersignature

This jacket was created electronically and constitutes an original document

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EXCLUSIONS FROM COVERAGE

Except as expressly provided by the assurances in Schedule A, the Company assumes no liability for loss or damage by reason of the following:

- (a) Defects, liens, encumbrances, adverse claims or other matters against the title to any property beyond the lines of the Land.
- (b) Defects, liens, encumbrances, adverse claims or other matters, whether or not shown by the Public Records (1) that are created, suffered, assumed or agreed to by one or more of the Assureds; or, (2) that result in no loss to the Assured.
- (c) Defects, liens, encumbrances, adverse claims or other matters not shown by the Public Records.
- (d) The identity of any party shown or referred to in any of the schedules of this Guarantee.
- (e) The validity, legal effect or priority of any matter shown or referred to in any of the schedules of this Guarantee.
- (f) (1) Taxes or assessments of any taxing authority that levies taxes or assessments on real property; or, (2) proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not the matters excluded under (1) or (2) are shown by the records of the taxing authority or by the Public Records.
- (g) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water, whether or not the matters excluded under (1), (2) or (3) are shown by the Public Records.

GUARANTEE CONDITIONS

1. Definition of Terms.

The following terms when used in the Guarantee mean:

- a. the "Assured": the party or parties named as the Assured in Schedule A, or on a supplemental writing executed by the Company.
- b. "Land": the Land described or referred to in Schedule A, and improvements affixed thereto which by law constitute real property. The term "Land" does not include any property beyond the lines of the area described or referred to in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
- c. "Mortgage": mortgage, deed of trust, trust deed, or other security instrument.
- d. "Public Records": those records established under California statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
- e. "Date of Guarantee": the Date of Guarantee set forth in Schedule A.
- f. "Amount of Liability": the Amount of Liability as stated in Schedule A.

2. Notice of Claim to be Given by Assured.

The Assured shall notify the Company promptly in writing in case knowledge shall come to an Assured of any assertion of facts, or claim of title or interest that is contrary to the assurances set forth in Schedule A and that might cause loss or damage for which the Company may be liable under this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice by the failure and then only to the extent of the prejudice.

3. No Duty to Defend or Prosecute.

The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.

4. Company's Option to Defend or Prosecute Actions; Duty of Assured to Cooperate.

Even though the Company has no duty to defend or prosecute as set forth in Paragraph 3 above:

- a. The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in Paragraph 4 (b), or to do any other act which in its opinion may be necessary or desirable to establish the correctness of the assurances set forth in Schedule A or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.
- b. If the Company elects to exercise its options as stated in Paragraph 4(a) the Company shall have the right to select counsel of its choice (subject to the right of the Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.
- c. Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.
- d. In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, the Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such Assured for this purpose. Whenever requested by

GUARANTEE CONDITIONS (Continued)

the Company, the Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the correctness of the assurances set forth in Schedule A to prevent or reduce loss or damage to the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

5. Proof of Loss or Damage.

- a. In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Assured furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.
- b. In addition, the Assured may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this paragraph shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonable necessary information from third parties, as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.

6. Options to Pay or Otherwise Settle Claims:

Termination of Liability.

In case of a claim under this Guarantee, the Company shall have the following additional options:

- a. To pay or tender payment of the Amount of Liability together with any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

- b. To pay or otherwise settle with the Assured any claim assured against under this Guarantee. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay; or
- c. To pay or otherwise settle with other parties for the loss or damage provided for under this Guarantee, together with any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in 6 (a), (b) or (c) of this paragraph the Company's obligations to the Assured under this Guarantee for the claimed loss or damage, other than the payments required to be made, shall terminate, including any duty to continue any and all litigation initiated by the Company pursuant to Paragraph 4.

7. Limitation Liability.

- a. This Guarantee is a contract of Indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in Schedule A and only to the extent herein described, and subject to the Exclusions From Coverage of This Guarantee.
- b. If the Company, or the Assured under the direction of the Company at the Company's expense, removes the alleged defect, lien, or encumbrance or cures any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.
- c. In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom.
- d. The Company shall not be liable for loss or damage to the Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

8. Reduction of Liability or Termination of Liability.

All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 4 shall reduce the Amount of Liability under this Guarantee pro tanto.

9. Payment of Loss.

- a. No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.
- b. When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions, the loss or damage shall be payable within thirty (30) days thereafter.

GUARANTEE CONDITIONS (Continued)

10. Subrogation Upon Payment or Settlement.

Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

11. Arbitration.

Either the Company or the Assured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision, or to any other controversy or claim arising out of the transaction giving rise to this Guarantee. All arbitrable matters when the amount of liability is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the amount of liability is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Assured. Arbitration pursuant to this Guarantee and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

12. Liability Limited to This Guarantee; Guarantee Entire Contract.

- a. This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.
- b. Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.
- c. No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

13. Severability.

In the event any provision of this Guarantee, in whole or in part, is held invalid or unenforceable under applicable law, the Guarantee shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

14. Choice of Law; Forum.

- a. Choice of Law: The Assured acknowledges the Company has underwritten the risks covered by this Guarantee and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of Guarantees of the jurisdiction where the Land is located.
Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims that are adverse to the Assured and to interpret and enforce the terms of this Guarantee. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.
- b. Choice of Forum: Any litigation or other proceeding brought by the Assured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

15. Notices, Where Sent.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at **First American Title Insurance Company, Attn: Claims National Intake Center, 5 First American Way, Santa Ana, California 92707. Phone: 888-632-1642 (claims.nic@firstam.com).**



First American Title

Schedule A

CLTA Guarantee Form No. 28 - Condition of Title

ISSUED BY

First American Title Insurance Company

GUARANTEE NUMBER

5026900-7037100

File No.: 7037100

Guarantee No. 7037100

Amount of Liability: \$2,500.00

Date of Guarantee: September 11, 2023 at 7:30 A.M. Fee: \$900.00

1. Name of Assured:

Greylands Professional Off CTR LLC

2. The estate or interest in the Land which is covered by this Guarantee is:

FEE

3. The Land referred to in this Guarantee is described as follows:

Real property in the City of Campbell, County of Santa Clara, State of California, described as follows:

BEGINNING AT THE NORTHEASTERLY CORNER OF THAT CERTAIN "PARCEL IV" DESCRIBED IN THE DEED TO THE AINSLEY CORPORATION AND RECORDED DECEMBER 28, 1933, BOOK 670, OFFICIAL RECORDS, PAGE 321, SAID POINT ALSO BEING IN THE MIDDLE OF THE NEW CHANNEL OF THE LOS GATOS CREEK AS THE SAME THEN EXISTED; THENCE ALONG THE MIDDLE OF SAID CHANNEL AND THE EASTERLY LINES OF SAID "PARCEL IV" AND "PARCEL V" IN SAID DEED TO THE AINSLEY CORPORATION THE FOLLOWING FOUR COURSES: SOUTH 10° 45' WEST 476.52 FEET (CALLED 7.22 CHAINS IN SAID DEED); SOUTH 13° 30' WEST 88.60 FEET; SOUTH 19° 25' WEST 53.55 FEET; AND SOUTH 18° 50' WEST 251 FEET TO THE SOUTHEAST CORNER OF SAID "PARCEL V"; THENCE NORTH 89° 58' WEST TO A POINT DISTANT SOUTH 89° 58' EAST 26.09 FEET FROM A 1-1/2 INCH IRON PIPE SET AT THE INTERSECTION OF THE CENTER LINE OF POPLAR AVENUE WITH THE NORTHERLY LINE OF CAMPBELL AVENUE AS THE SAME ARE SHOWN ON THE MAP OF TRACT 122, LOS PALOS UNIT NO. 1, FILED MARCH 18, 1940, IN MAP BOOK 4, PAGE 33, SANTA CLARA COUNTY RECORDS; THENCE ALONG THE EASTERLY LINE OF POPLAR AVENUE NORTH 16° 38' EAST TO THE NORTHERLY LINE OF SAID "PARCEL V"; THENCE CONTINUING ALONG SAID EASTERLY LINE OF POPLAR AVENUE NORTH 16° 38' EAST TO A POINT IN SAID LINE DISTANT 25 FEET AND AT RIGHT ANGLES TO AN IRON PIPE SET IN THE CENTER LINE OF SAID POPLAR AVENUE AND SHOWN ON THE MAP OF TRACT 227, LOS PALOS UNIT NO. 2, FILED MAY 28, 1945, IN MAP BOOK 7, PAGE 54, SANTA CLARA COUNTY RECORDS, (SAID IRON PIPE MARKING THE SOUTHERLY TERMINUS OF A CURVE IN THE CENTER LINE OF POPLAR AVENUE HAVING A RADIUS OF 814.33 FEET, A CENTRAL ANGLE OF 16° 38' AND A LENGTH OF 236.40 FEET); THENCE CONTINUING NORTHERLY ALONG THE EASTERLY LINE OF SAID POPLAR AVENUE ON A CURVE TO THE LEFT HAVING A RADIUS OF 839.33 FEET THROUGH A CENTRAL ANGLE OF 16° 38' A DISTANCE OF 236.40 FEET MORE OR LESS TO THE NORTHERLY LINE OF SAID "PARCEL IV" IN THE DEED TO THE AINSLEY CORPORATION REFERRED TO ABOVE; THENCE ALONG SAID NORTHERLY LINE EAST 89.21 FEET MORE OR LESS TO THE POINT OF BEGINNING.

BEING ALL THOSE PORTIONS OF SAID "PARCEL IV" AND "PARCEL V" IN SAID DEED TO THE AINSLEY CORPORATION LYING EASTERLY OF THE EASTERLY LINE OF POPLAR AVENUE.

EXCEPTING THEREFROM THAT PORTION OF LAND GRANTED TO THE CITY OF CAMPBELL IN THOSE CERTAIN DEEDS RECORDED OCTOBER 21, 2008 AS INSTRUMENT NO. 20034621 AND RECORDED JANUARY 13, 2009 AS INSTRUMENT NO. 20099913, SANTA CLARA COUNTY RECORDS.

APN: 279-46-052 AND 279-46-006

4. ASSURANCES:

According to the Public Records as of the Date of Guarantee,

- a. Title to the estate or interest in the Land is vested in:

GREYLANDS PROFESSIONAL OFFICE CENTER, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

- b. Title to the estate or interest is subject to defects, liens, or encumbrances shown in Schedule B which are not necessarily shown in the order of their priority.



First American Title

Schedule B

CLTA Guarantee Form No. 28 - Condition of Title

ISSUED BY

First American Title Insurance Company

GUARANTEE NUMBER

5026900-7037100

File No.: 7037100

1. General and special taxes and assessments for the fiscal year 2023-2024, a lien not yet due or payable.
2. Assessment liens, if applicable, collected with the general and special taxes, including but not limited to those disclosed by the reflection of the following on the tax roll:

Community Facilities District LIBRARY JPA CFD 2013-1.
3. The lien of special tax assessed pursuant to Chapter 2.5 commencing with Section 53311 of the California Government Code for Community Facilities District No. LIBRARY DISTRICT, as disclosed by Notice of Special Tax Lien recorded June 24, 2005 as INSTRUMENT NO. 18438576 OF OFFICIAL RECORDS.
4. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
5. An easement for RIGHTS OF INGRESS AND EGRESS and incidental purposes in the document recorded JANUARY 04, 1904 as BOOK 273 OF DEEDS, PAGE 560 of Official Records.

The location of the easement cannot be determined from record information.
6. The fact that the land lies within the boundaries of the CENTRAL CAMPBELL Redevelopment Project Area, as disclosed by the document recorded JULY 23, 1983 as INSTRUMENT NO. 7752108 of Official Records.
7. Any right, title or interest of the spouse (if any) of GERALDINE LLOYD HICKS, ROBERT B. HICKS, ROBIN JEFFREY HICKS, ALAN AINSLEY HICKS, ALCINDA HICKS PEARLMAN.
8. Rights of the public in and to that portion of the Land lying within any Road, Street, Alley or Highway.
9. Water rights, claims or title to water, whether or not shown by the Public Records.

(Affects APN: 279-46-006)
10. Any claim that any portion of the land is below the ordinary high water mark where it was located prior to any artificial or avulsive changes in the location of the shoreline.

11. Any rights, interests, or easements in favor of the public, which exist or are claimed to exist over any portion of said land covered by water, including a public right of access to the water.
12. Any claim that any portion of the land is or was formerly tidelands or submerged lands.



First American Title™

First American Title Company
1737 N 1st St, Suite 110
San Jose, CA 95112

Illegal Restrictive Covenants

Please be advised that any provision contained in this document, or in a document that is attached, linked, or referenced in this document, that under applicable law illegally discriminates against a class of individuals based upon personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or any other legally protected class, is illegal and unenforceable by law.



Exhibit G

CITY OF CAMPBELL
Community Development Department

ACKNOWLEDGEMENT STATEMENT

Please read carefully. These are legally binding statements that may warrant consultation with legal counsel and/or a translator prior to signing. Misrepresentation is grounds for revocation of an approved land use entitlement pursuant to [Campbell Municipal Code \(CMC\) 21.68.030.B](#). Signature by the Applicant and Property Owner (or a duly authorized individual who may sign on behalf of a corporation, non-profit organization, limited liability company, joint partnership, homeowner associations, etc.) constitutes acknowledgment and/or acceptance of the following by all parties:

- (1) The Project Site *is not* included on the [Hazardous Wastes and Substances Sites List](#) pursuant to Government Code [§ 65962.5](#);
- (2) A political donation(s) of \$250 or more to any City of Campbell Planning Commissioner *has not* been made pursuant to the [Political Reform Act](#);
- (3) A vested right to a land use entitlement or building permit *will not* be conferred without additional approval by the [West Valley Sanitation District](#);
- (4) On behalf and with the permission of the design professional(s) associated with the project, the City of Campbell is granted release to copy and reproduce electronically, in whole or in part, drawings and all other submitted materials, including waiving of any limitations provided in Government Code [§ 65103.5](#) (SB 1214), for the City's regulatory, administrative, and legal functions, including sharing of information with other governmental entities and for compliance with the [California Public Records Act](#).
- (5) As specified by [CMC Sec. 21.38.040.C](#), if an application is deemed incomplete revised Application Materials must be submitted within one hundred eighty calendar days after notification of incompleteness, or the application shall be deemed withdrawn *without refund of application fees*;
- (6) All notices and communications may be provided electronically via email through the MGO system. This acknowledgement also constitutes an intelligent, voluntary, and knowing waiver to receive a physical copy of any notice required or implied to be required by the [Permit Streamlining Act](#);
- (7) An application for a development permit is not deemed submitted for the purposes of the [Permit Streamlining Act](#) until all required materials have been received and all fees have been paid;
- (8) For the purposes of the Telecommunications Act 47 U.S.C. §332(c)(7), Government Code [§ 65964.1](#), the [Permit Streamlining Act](#), and any applicable Federal Communications Commission orders or regulations, an application for a development permit is not deemed submitted, and therefore any applicable shot clocks will not be deemed triggered, until all required materials have been received and all fees have been paid;
- (9) A project shall not be construed as operative, vested, or final nor shall City permits be considered valid, until the filing fees for a Notice of Determination (NOD) have been paid (Fish & Game Code §711.4(c)(3)); and
- (10) The information submitted with the development application is true and correct to the best of my knowledge.

ATTEST:

APPLICANT ACKNOWLEDGEMENT

Name:	Title (if applicable):	Signature:	Date:
Adam Scofield			9/18/2023

PROPERTY OWNER ACKNOWLEDGEMENT

Name:	Title (if applicable):	Signature:	Date:
Alan Hicks	Owner	 DocuSigned by: 82F39CDA6A924BC...	9/14/2023

Company (if applicable):

Greylands Properties