



CONDITIONS OF APPROVAL – TENTATIVE PARCEL MAP (FILE # PLN-22-14)

General Conditions

- 1) The Tentative Parcel Map shall be exercised within a three (3) year period from the date of the approval and if not effectuated shall expire on September 28, 2025. Extensions in time shall be subject to 106.64.070 of the Zoning Code and in compliance with the Subdivision Map Act. [Planning]
- 2) The development approved by this action is the creation of two (2) commercial lots from an existing 5-acre lot, 4.12 and 0.88-acres in size, as described in the staff report and all associated Exhibits. [Planning]
- 3) The development shall substantially comply with the plans submitted to the Planning Division as well as all applicable provisions of the Citrus Heights Municipal Code (Zoning Ordinance, Subdivision, Building Codes, Grading/Erosion Control, Sewer, etc.), Citrus Heights General Plan and any applicable policy or specific plan. Any revisions to the approved tentative map shall be subject to review and approval by the Planning and Engineering Divisions prior to recordation of the final map. [Planning]

Prior to Recordation of Map

- 4) The applicant shall provide to the Planning Division a draft of the reciprocal parking, maintenance, drainage, and access easement documentation that shall be provided for all parcels, subject to City Attorney review and approval. (Planning and Engineering)
- 5) Update and/or dedicate easements (private or public) for all existing utilities if affected by the change in property lines. [Engineering]
- 6) Developer agrees to indemnify, defend, and hold harmless the City, its officials, officers, employees, agents and consultants from any and all administrative, legal or equitable actions or other proceedings instituted by any person not a party to this Tentative Parcel Map challenging the validity of the Tentative Parcel Map or any Project Approval or any Subsequent Project Approval, or otherwise arising out of or stemming from this Tentative Parcel Map. Developer may select its own legal counsel to represent Developer's interests at Developer's sole cost and expense. The parties shall cooperate in defending such action or proceeding. Developer shall pay for City's costs of defense, whether directly or by timely reimbursement on a monthly basis. Such costs shall include, but not be limited to, all court costs and attorneys' fees expended by City in defense of any such action or other proceeding, plus staff and City Attorney time spent in regard to defense of the action or proceeding. The parties shall use best efforts to select mutually agreeable defense counsel but, if the parties cannot reach agreement, City may select its own legal counsel and Developer agrees to pay directly or timely reimburse on a monthly basis City for all such court costs, attorney fees, and time referenced herein. [Planning]