

EXHIBIT A
CITY OF TEMECULA
DRAFT CONDITIONS OF APPROVAL

Planning Application No.: PA25-0181

Project Description: A Modification to remove Condition of Approval No. 27 from a previously approved Planning Application (PA18-1258) for Temecula Valley Hospital which provided a deadline on the commencement of foundation construction for future hospital bed tower 2 located at 31700 Temecula Parkway

Assessor's Parcel No.: 959-080-039

MSHCP Category: N/A (no new grading)

DIF Category: N/A (no new grading)

TUMF Category: N/A (no new grading)

Quimby Category: N/A (non-residential)

New Street In-lieu of Fee: N/A (Project not located in the Uptown Temecula Specific Plan)

Approval Date: June 23, 2025

Expiration Date: N/A

PLANNING DIVISION
General Requirements

1. Indemnification of the City. Indemnity, Duty to Defend and Obligation to Pay Judgments and Defense Costs, Including Attorneys' Fees, Incurred by the City. The Applicant shall defend, indemnify, and hold harmless the City, its elected officials, officers, employees, volunteers, agents, and those City agents serving as independent contractors in the role of City officials (collectively "Indemnitees") from and against any claims, damages, actions, causes of actions, lawsuits, suits, proceedings, losses, judgments, costs, and expenses (including, without limitation, attorneys' fees or court costs) in any manner arising out of or incident to the Planning Commission's actions, this approval and the City Council's actions, related entitlements, or the City's environmental review thereof. The Applicant shall pay and satisfy any judgment, award or decree that may be rendered against City or the other Indemnitees in any such suit, action, or other legal proceeding. The City shall promptly notify the Applicant of any claim, action, or proceeding and the City shall reasonably cooperate in the defense. If the City fails to promptly notify the Applicant of any claim, action, or proceeding, or if the City fails to reasonably cooperate in the defense, the Applicant shall not thereafter be responsible to defend, indemnify, or hold harmless the City or the Indemnitees. The City shall have the right to select counsel of its choice. The Applicant shall reimburse the City, and the other Indemnitees, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Nothing in this condition shall be construed to require the Applicant to indemnify Indemnitees for any claim arising from the sole negligence or willful misconduct of the Indemnitees. In the event such a legal action is filed challenging the City's determinations herein or the issuance of the approval, the City shall estimate its expenses for the litigation. The Applicant shall deposit said amount with the City or, at the discretion of the City, enter into an agreement with the City to pay such expenses as they become due.
2. Modifications or Revisions. The developer shall obtain City approval for any modifications or revisions to the approval of this project.
3. Previous Conditions of Approval. All previous Conditions of Approval from PA18-1258 shall remain in full effect unless superseded herein.