



Project Conditions

City of Corona

Project Number: V2021-0001

Description: Variance to remove minimum side yard setback for patio cover

Applied: 8/23/2021

Approved:

Site Address: 420 W HARRISON ST CORONA, CA 92880

Closed:

Expired:

Status: COMPLETE

Applicant: RALPH CERVANTES

Parent Project:

Details: Major Variance to remove minimum 5-foot side yard setback for the placement of a patio cover at size (19'x20'x9'H) on W. Harrison Street for the Emergency Homeless Shelter, under Phase 2.

LIST OF CONDITIONS	
DEPARTMENT	CONTACT
PLANNING	Rafael Torres
<p>1. To the fullest extent permitted by law, the applicant shall defend, indemnify and hold the City of Corona and its directors, officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, proceedings, costs, expenses, liabilities, losses, damages or injuries of any kind, in law or equity, in any manner arising out of, pertaining to, or incident to any attack against or attempt to challenge, set aside, void or annul any approval, decision or other action of the City of Corona, whether such approval, decision or other action was by its City Council, Planning and Housing Commission or other board, director, official, officer, employee, volunteer or agent. To the extent that Government Code Section 66474.9 applies, the City will promptly notify the applicant of any claim, action or proceeding made known to the City to which Government Code Section 66474.9 applies and the City will fully cooperate in the defense. The Applicant's obligations hereunder shall include, without limitation, the payment of any and all damages, consultant and expert fees, and attorney's fees and other related costs and expenses. The City shall have the right to retain such legal counsel as the City deems necessary and appropriate.</p> <p>2. Nothing herein shall be construed to require City to defend any attack against or attempt to challenge, set aside, void or annul any such City approval, decision or other action. If at any time Applicant chooses not to defend (or continue to defend) any attack against or attempt to challenge, set aside, void or annul any such City approval, decision or other action, the City may choose, in its sole discretion, to defend or not defend any such action. In the event that the City decides not to defend or continue the defense, Applicant shall be obligated to reimburse City for any and all costs, fees, penalties or damages associated with dismissing the action or proceeding. If at any time both the Applicant and the City choose not to defend (or continue to defend) any action noted herein, all subject City approvals, decisions or other actions shall be null and void. The Applicant shall be required to enter into any reimbursement agreement deemed necessary by the City to effectuate the terms of this condition.</p> <p>3. This variance permit hereby allowed is conditional upon the privileges being utilized by the securing of the first permit thereof, or compliance with all conditions on the granting of this variance within two (2) years after the effective date thereof, and if they are not utilized, or construction work is not begun within said time and carried on diligently to completion, this authorization shall become void, and any privilege, permit, or variance granted shall be deemed to have lapsed.</p>	