



**CITY OF WILDOMAR**  
**Planning Department**  
23873 Clinton Keith Road, Suite #110  
Wildomar, CA 92595  
Tel. (951) 677-7751 Fax. (951) 698-1463

For office use only.

**Project No:**

## SETBACK ADJUSTMENT APPLICATION

The Planning Director may approve, conditionally approve or deny Setback Adjustments in accordance with Chapter 17.150 of the Wildomar Municipal Code (WMC).

### PROJECT INFORMATION

Project Address/Location	
Assessor Parcel Number(s)	
Description of the Setback Adjustment Request	
Current Site Land Use	
General Plan Land Use Designation:	Zoning:

### APPLICANT CONTACT INFORMATION

Name		
Mailing Address		
Telephone	Fax	Email
I hereby authorize this application and certify that all filing requirements have been satisfied for my application. I also acknowledge that any missing items may delay the processing of my application.		
Signature of Applicant		Date

### REPRESENTATIVE CONTACT INFORMATION

Name		
Mailing Address		
Telephone	Fax	Email

**PROPERTY OWNER INFORMATION AND PERMISSION**

Name		
Mailing Address		
Telephone	Fax	Email
I certify under the penalty of the laws of the State of California that I am the property owner of the property that is the subject matter of this application and I am authorizing to and hereby do consent to the filing of this application and acknowledge that the final approval by the City of Wildomar, if any, may result in restrictions, limitations and construction obligations being imposed on this real property. (If more properties or owners are involved please provide additional sheets.)		
Printed Name of Property Owner(s)		Printed Name of Property Owner(s)
Signature of Property Owner(s)		Signature of Property Owner(s)
Signature of Property Owner(s)		Signature of Property Owner(s)
<input type="checkbox"/> Check here if additional Property Owner Certifications are attached to this application.		

**REQUIREMENT ATTACHMENT CHECKLIST**

- ☐ One (1) detailed & scaled site plan. The site plan requirements are attached to this application.
- ☐ A written justification for the setback adjustment request.
- ☐ Photographs of the subject property in a digital format (e.g. JPEG).
- ☐ Payment for any of the application types herein are required to be paid at the time of formal project submittal. Refer to the city's fee schedule for payment amounts.



**Project No.:**

## **ACKNOWLEDGEMENT OF FINANCIAL RESPONSIBILITY BY THE APPLICANT**

**(Project representative signatures will not be accepted.)**

I acknowledge and certify that this project application is being submitted and processed as a "fixed fee" application in accordance with City Council action approved on November 8, 2023. I also acknowledge that this fixed fee is based on three (3) Plan Reviews and Approval. For each additional plan review above three (3), an extra fee equal to 25% of the original fixed fee amount for each application type will be due before moving forward, and failure to pay the extra fee will result in the City pausing all work on the project review until the fee is paid. I further acknowledge that if this application requires additional legal review by the city attorney beyond the typical review time stipulated in the fixed fee for each application, an additional charge of \$4,969.64 for each 10 additional hours will apply. I lastly acknowledge, upon notification from the City, that if the proposed project becomes inactive for a period of six (6) months, the project will be automatically deemed closed out and withdrawn by the City, and that a new development application and fixed fee (at the time of re-initiation) will be required to restart the project.

## **ACKNOWLEDGEMENT OF INDEMNIFICATION RESPONSIBILITY BY THE APPLICANT**

**(Project representative signatures will not be accepted.)**

The applicant shall indemnify, protect, defend, and hold harmless, the City, and/or any of its officials, officers, employees, agents, departments, agencies, and instrumentalities thereof, from any and all claims, demands, law suits, writs of mandamus, and other actions and proceedings (whether legal, equitable, declaratory, administrative or adjudicatory in nature), and alternative dispute resolutions procedures (including, but not limited to arbitrations, mediations, and other such procedures), (collectively "Actions"), brought against the City, and/or any of its officials, officers, employees, agents, departments, agencies, and instrumentalities thereof, that challenge, attack, or seek to modify, set aside, void, or annul, the any action of, or any permit or approval issued by, the City and/or any of its officials, officers, employees, agents, departments, agencies, and instrumentalities thereof (including actions approved by the voters of the City), for or concerning the project, whether such Actions are brought under the California Environmental Quality Act, the Planning and Zoning Law, the Subdivision Map Act, Code of Civil Procedure Section 1085 or 1094.5, or any other state, federal, or local statute, law, ordinance, rule, regulation, or any decision of a court of competent jurisdiction. City shall promptly notify the applicant of any Action brought and request that applicant defend the City. It is expressly agreed that applicant may select legal counsel providing the applicant's defense and the City shall have the right to approve separate legal counsel providing the City's defense. The applicant shall reimburse City for any attorneys' fees, costs and expenses directly and necessarily incurred by the City in the course of the defense. Applicant agrees that City will forward monthly invoices to Applicant for attorneys'

fees, costs and expenses it has incurred related to its defense of any Action and applicant agrees to timely payment within thirty (30) days of receipt of the invoice. Within fourteen (14) days of an Action being filed, applicant agrees to post adequate security or a cash deposit with City in an amount to cover the City's estimated attorneys' fees, costs and expenses incurred by City in the course of the defense in order to ensure timely payment of the City's invoices. The amount of the security or cash deposit shall be determined by the City. City shall cooperate with applicant in the defense of any Action. All signatures below must be notarized as provided on the following page.

\_\_\_\_\_  
Applicant Printed Name

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Date

Billing Address:

\_\_\_\_\_  
Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
ZIP CODE

Email Contact Information: \_\_\_\_\_

Telephone Number: \_\_\_\_\_