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Tentative Map Application Packet



A Tradition of Stewardship
A Commitment to Service

FILE # P20-00216

COUNTY OF NAPA
PLANNING, BUILDING, AND ENVIRONMENTAL SERVICES
1195 Third Street, Suite 210 Napa, California 94559 (707) 253-4417

APPLICATION FOR TENTATIVE PARCEL OR TENTATIVE SUBDIVISION MAP

FOR OFFICE USE ONLY

ZONING DISTRICT: _____ Date Submitted: _____

TYPE OF APPLICATION: _____ Date Published: _____

REQUEST: _____ Date Complete: _____

(Please type or print legibly)

PROJECT NAME: Napa Airport Centre - Final Map Amendment

Assessor's Parcel #: 057-240-019 thru 029 Existing Parcel Size: Varies

Site Address/Location: Devlin Road generally opposite Airpark Road
No. Street City State Zip

Property Owner's Name: Barrel Ten Quater Circle Land Co. Inc.

Mailing Address: PO Box 789 Ceres CA 95307-0789
No. Street City State Zip

Telephone #: (209) 538-3131 Fax #: () - E-Mail: _____

Applicant's Name: Same as owner

Mailing Address: _____
No. Street City State Zip

Telephone #: () - Fax #: () - E-Mail: _____

Status of Applicant's Interest in Property: _____

Representative Name: William Dimick

Mailing Address: 292 France Street Sonoma CA 95476
No. Street City State Zip

Telephone #: (855) 713-1088 Fax #: () E-Mail: wldimick@comcast.net

Purpose for Division: This is an application to Amend an existing Final Map per section 17.26.060 of Napa Co. Code

Vesting Map? ☐ YES ☒ NO

I certify that all above statements are correct and that the information contained on the accompanying Parcel/Subdivision Map is accurate. I hereby authorize such investigations, including access to County Assessor's Records, as are deemed necessary by the County Planning Division for preparation of reports related to this application, including the right of access to the property involved.

Fred T. Kranzia 7/15/2020
Signature of Property Owner Date
Print Name

Fred T. Kranzia 7/15/2020
Signature of Applicant Date
Print Name

TO BE COMPLETED BY PLANNING, BUILDING AND ENVIRONMENTAL SERVICES

*Application Fee Deposit: \$ 10,000 Receipt No.: 144009 Received by: ST/SG Date: 8.10.2020

*Total Fees will be based on actual time and materials

WATER SUPPLY/WASTE DISPOSAL INFORMATION

I. PROPOSED WATER SUPPLY

Domestic

Emergency

A. Source of Water (e.g. spring, well, mutual water company, city, district, etc):

water company

B. Name of Water Supplier (if water company, city, district:
Annexation needed?

American Canyon

☐ Yes ☒ No

☐ Yes ☒ No

C. Water Availability (in gallons/minute):

N/A

D. Capacity of Water Storage System (in gallons):

N/A

E. Nature of Storage Facility (e.g., tank, reservoir, swimming pool, etc):

N/A

II. PROPOSED LIQUID WASTE DISPOSAL

Domestic
(sewage)

Other
(please specify)

A. Disposal Method (e.g., on-site septic system, on-site ponds, community system, district, etc.):

Community District

B. Name of Disposal Agency (if sewage district, city, community system):
Annexation needed?

Napa Sanitation District

☐ Yes ☒ No

☐ Yes ☐ No

PARCEL MAP APPLICATION SUPPLEMENT
DEFERRAL OF REQUIREMENT FOR PRELIMINARY GEOLOGIC/SOILS REPORT

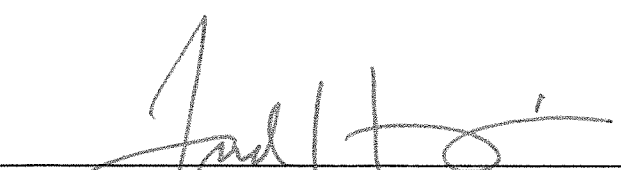
Applicant: Barrel Ten Quarter Circle Land Company

Proposal: Amending Final Map 21RM30/31

This acknowledges that a portion of the property proposed for division in this application is identified on the Napa County Environmental Sensitivity Maps as subject to soil and/or geologic instability.

No structures, roads or driveways, septic systems or other construction will be located in the areas of potential instability. The property owner expressly agrees that a statement will be recorded with the Final Map as follows:

NOTICE: The property divided herein is subject to soil and/or geologic instability in an "environmentally sensitive area" not disturbed as part of the land division. Prior to obtaining a permit for any structure or prior to constructing any road, driveway or septic system on any parcel created by this division, the owner must obtain a geologic/soil hazard report prepared by a qualified registered engineering geologist. Such report must be submitted to Planning, Building, and Environmental Services for review prior to application for building or grading permits.



Signature (property owner)



Date

INDEMNIFICATION AGREEMENT

Pursuant to Chapter 1.30 of the Napa County Code, as part of the application for a discretionary land use project approval for the project identified below, Applicant agrees to defend, indemnify, release and hold harmless Napa County, its agents, officers, attorneys, employees, departments, boards and commissions (hereafter collectively "County") from any claim, action or proceeding (hereafter collectively "proceeding") brought against County, the purpose of which is to attack, set aside, void or annul the discretionary project approval of the County, or an action relating to this project required by any such proceeding to be taken to comply with the California Environmental Quality Act by County, or both. This indemnification shall include, but not be limited to damages awarded against the County, if any, and cost of suit, attorneys' fees, and other liabilities and expenses incurred in connection with such proceeding that relate to this discretionary approval or an action related to this project taken to comply with CEQA whether incurred by the Applicant, the County, and/or the parties initiating or bringing such proceeding. Applicant further agrees to indemnify the County for all of County's costs, attorneys' fees, and damages, which the County incurs in enforcing this indemnification agreement.

Applicant further agrees, as a condition of project approval, to defend, indemnify and hold harmless the County for all costs incurred in additional investigation of or study of, or for supplementing, redrafting, revising, or amending any document (such as an EIR, negative declaration, specific plan, or general plan amendment) if made necessary by said proceeding and if the Applicant desires to pursue securing approvals which are conditioned on the approval of such documents.

In the event any such proceeding is brought, County shall promptly notify the Applicant of the proceeding, and County shall cooperate fully in the defense. If County fails to promptly notify the Applicant of the proceeding, or if County fails to cooperate fully in the defense, the Applicant shall not thereafter be responsible to defend, indemnify, or hold harmless the County. The County shall retain the right to participate in the defense of the proceeding if it bears its own attorneys' fees and costs, and defends the action in good faith. The Applicant shall not be required to pay or perform any settlement unless the settlement is approved by the Applicant.

Barrel Ten Quarter Circle Land Co.

Applicant

Date

Property Owner (if other than Applicant)

Project Identification

July 15, 2020

Mr. Sean Trippi
Principal Planner
Napa County
Planning Building and Environmental Services
1195 Third Street, Suite 210
Napa, CA 94559

Subject: Napa Airport Centre 21RM30/31 – Final Map Amendment

Dear Mr. Trippi,

Pursuant to our previous email conversation of June 15, 2020 my client seeks a Final Map Amendment pursuant Napa County Code section 17.26.060, which allows recorded Final Maps to be amended if the original advisory agency (in this case probably the Planning Commission) finds the proposed Map Amendment to be acceptable. Four findings must be made by the original advisory agency to approve a Final Map Amendment; they are:

1. There are changes in circumstances which make any or all of the conditions of such a map no longer appropriate or necessary;
2. The modification(s) do not impose any additional burden on the present fee owner of the property
3. The modification(s) do not alter any right, title or interest in the real property reflected on the recorded map;
4. If the map was originally submitted as a tentative map as modified it would not have been denied for any of the reasons set forth in Sections 17.14.060 through 17.14.110 of this title.

Aside from these four findings, and according to Government Code Section 66451.3, the hearing by the advisory agency is confined to consideration of, and action on, the proposed modification(s).

The Final Map Amendment sought would remove the dedication to the county in fee of right-of-way as public access to the lots created by the recorded Final Map 21RM30/31. In lieu of this dedication the property owner would create private access easements and a Public Utility Easement over each lot for the purpose of public access and delivery of public utilities. The effective access and utility services delivery would continue but the requirement for Napa County to maintain the “roads” would be removed. Maintenance of same would fall to current and future property owners by a Road Maintenance Agreement (form attached for review of same by County Counsel).

Per direction from you a Tentative Subdivision Map application has been filled out since the county does not have an application type specific to “Final Map Amendment.” We’ve taken the liberty to deem as “not applicable” certain portions of that application that seem inapplicable given the limited scope of county review of Final Map amendments pursuant to County Code.

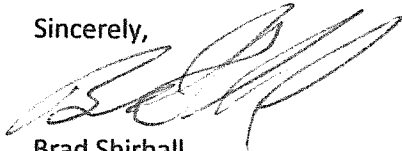
The Final Map exhibit now indicates the previously dedicated right of way for the two respective cul-de-sacs having been absorbed into the adjacent lots such that gross area has increased but net area remains substantially, or exactly the same (except for lots fronting on Devlin Road that have recently lost area as dedications for Devlin Road improvements currently under construction).

You'll find enclosed with this letter:

- abridged Tentative Subdivision Map application;
- check for \$10,000 pursuant the current fee schedule;
- form of Road Maintenance Agreement;
- adjoining property list and labels;
- USGS site location map;
- Final Map exhibits (current, and proposed amendment) – in production now.

If upon review of this letter and materials you have questions please do not hesitate to contact me at bshirhall@tla-inc.com or by phone at 916-462-8944

Sincerely,



Brad Shirhall
Director of Planning

FINAL MAP NUMBER: XXX

DECLARATION OF ROAD MAINTENANCE AGREEMENT

The undersigned hereby declare that they are owners of an easement in the nature of a road right-of-way or of lands to which such easement is attached, such easement being more particularly described as Area shown on Final Map (FM) XX, as filed in the Book ____ of Final Maps, Page _____, Napa County Records.

We hereby agree and declare that we shall bear equal/proportionate shares of any and all costs required for maintenance and repairs of said easement under the terms and conditions set forth herein:

1. Said easement described herein shall be used in common with other owners of said easement or lands to which such easement is attached.
2. Said easement shall be maintained in a good, passable condition under all traffic and weather conditions. All associated drainage facilities and permanent best management practices constructed within the easement shall be maintained to function in an acceptable manner.
3. Repairs or maintenance of improvements within easement shall be required when a majority of those owners bound by this agreement who use said easement for ingress or egress reach a decision that such repairs or maintenance are necessary. Pursuant to that decision, such owners shall then initiate the repairs or maintenance within sixty (60) days, with each of those owners bound by this agreement bearing equal shares of the cost and expense thereof, regardless of whether such owners shall have concurred in the decision to initiate repairs or not, provided, however, that such costs and expenses shall be shared only with and by those owners who use easement for ingress and egress.
4. Nothing herein shall be interpreted as requiring contribution for major improvements in the traveled portion in said easement, however, if such improvements are constructed, this agreement shall apply to the repair or maintenance of such improved facilities.

Declaration of Road Maintenance Agreement (continued)

5. Each of the undersigned owners agree that if they cause or allow said easement to be used in any manner which results in unusual wear or damage to the surface of said easement, they shall bear the costs and expenses of restoring said surface as their sole and separate cost and expense.
6. If any one of the owners of said easement or lands to which said easement is attached fails, after demand in writing, to pay their proportion of the expense, action may be brought against him in a court of competent jurisdiction by the other owners, either jointly or severally, for contribution and costs of such legal action, including legal fees.
7. In the event that any owner bound by this agreement desires repairs or maintenance be performed on said easement and cannot obtain the concurrence of a majority of those owners bound by this agreement within six months after written request for such concurrence, said owners shall have the right to apply for such relief as may be available under the provisions of Civil Code Section 845 or amendments thereof as if this agreement were not in effect.
8. This agreement and declaration shall be deemed and is intended to run with the land and to be a restriction upon the said property and shall be binding upon the undersigned, their heirs, personal representatives, successors and assigns until such time as the said easement shall be dedicated to and accepted for use as a public street by a governmental entity. It is the intent hereto that this instrument shall be recorded and that any subsequent transferee of the property or any part thereof, by acceptance of delivery of a deed and or to conveyance of the said property shall be deemed to have consented to and become bound by these terms.
9. Nothing herein shall be interpreted as limiting or restricting the rights of the undersigned or their successors in interest from pursuing such remedies as may be available under Civil Code Section 845 or other provisions of the law against owners of said easement or lands to which said easement is attached who are not bound by this agreement.

Declaration of Road Maintenance Agreement (continued)

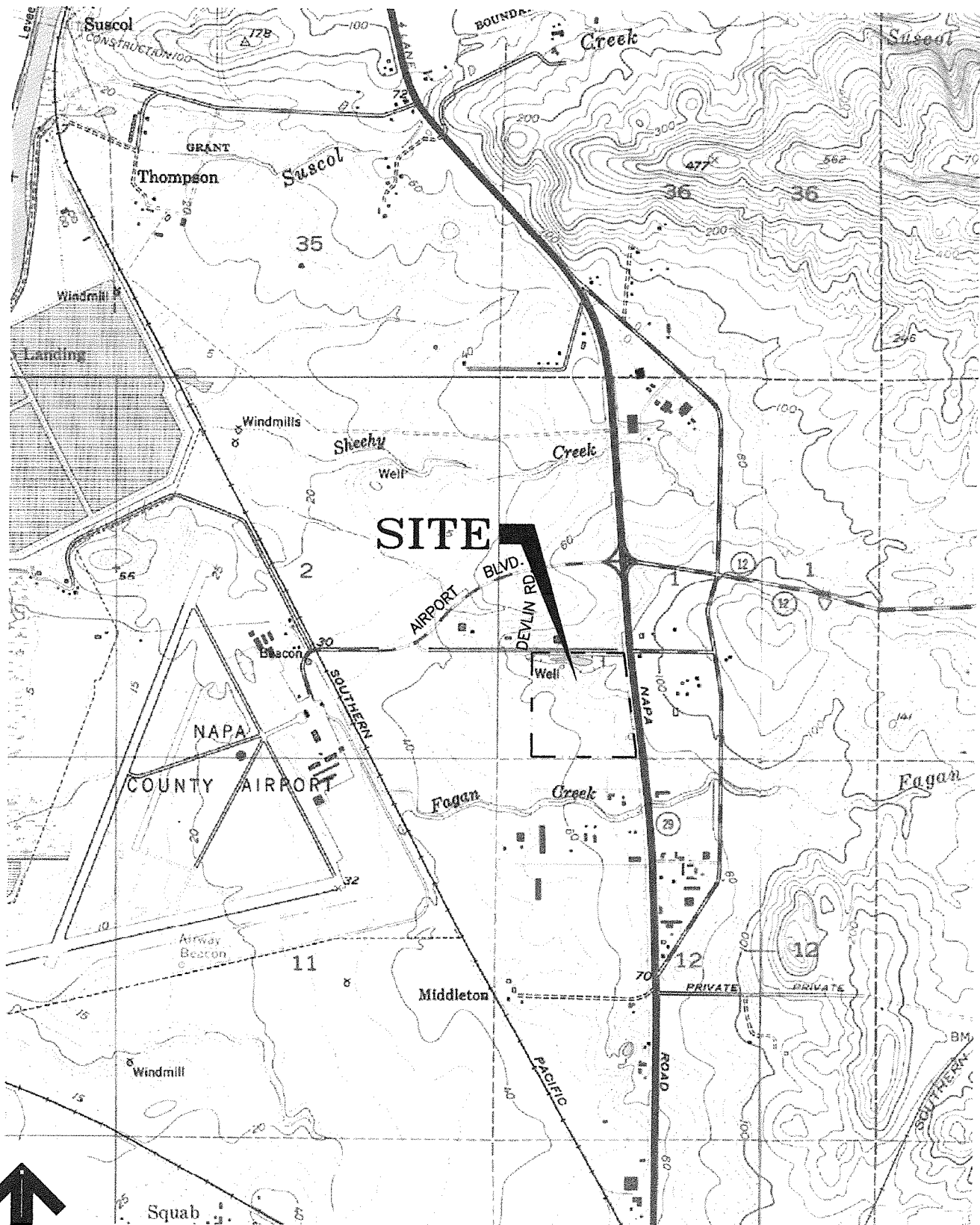
10. Any owner of said easement, or lands to which said easement is attached, not bound by this agreement, may elect to be so bound by executing and recording a copy of this declaration, at which time such owners shall be subject to all the benefits and duties herein.
11. This agreement shall remain in effect until such time as the County of Napa decides to accept the improvements within the easement. No modification of this agreement shall be made without the approval of the County of Napa.

IN WITNESS WHEREOF, we have executed this declaration this _____
day of _____, 2020, at _____
_____, California.

Lots & Final Map Number

Each signature must be acknowledged (Notarized)

U.S. GEOLOGICAL SURVEY (USGS) TOPOGRAPHICAL SITE LOCATION MAP
QUADRANGLE TITLE: CORDELIA & CUTTINGS WHARF FILE NO.: _____



1"=2000'