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# Variance Application Packet



FILE # P14-00409

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

A Tradition of Stewardship  
A Commitment to Service

APPLICATION FORM

FOR OFFICE USE ONLY

ZONING DISTRICT: \_\_\_\_\_ Date Submitted: 12/22/14  
 TYPE OF APPLICATION: \_\_\_\_\_ Date Published: \_\_\_\_\_  
 REQUEST: Variance Request to Date Complete: \_\_\_\_\_  
the 300h setback  
roadway

TO BE COMPLETED BY APPLICANT

PROJECT NAME: Bouchaine Vineyards, Inc. Winery Improvement Project

Assessor's Parcel #: 047-320-031 Existing Parcel Size: 102.28 acres

Site Address/Location: 1075 Buchli Station Road Napa CA 94559  
No. Street City State Zip

Property Owner's Name: Bouchaine Vineyards, Inc

Mailing Address: 1075 Buchli Station Road Napa CA 94559  
No. Street City State Zip

Telephone #: (707) 252 - 9065 Fax #: (707) 307 - 4007 E-Mail: mrichmond@bouchaine.com

Applicant's Name: Michael A Cook

Mailing Address: 1425 North McDowell Blvd Petaluma CA 94954  
No. Street City State Zip

Telephone #: (707) 792 - 1800 Fax #: (707) 792 - 1852 E-Mail: mike@firmadesigngroup.com

Status of Applicant's Interest in Property: None

Representative Name: Michael Cook, Firma Design Group

Mailing Address: 1425 North McDowell Blvd Petaluma CA 94954  
No. Street City State Zip

Telephone # ( ) same as above Fax #: ( ) same as above E-Mail: mike@firmadesigngroup.com

I certify that all the information contained in this application, including but not limited to the information sheet, water supply/waste disposal information sheet, site plan, floor plan, building elevations, water supply/waste disposal system site plan and toxic materials list, is complete and accurate to the best of my knowledge. 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.

Gerret Copeland / Tatiana Copeland 11/30/14 Michael Cook 12/7/14  
 Signature of Property Owner Date Signature of Applicant Date  
 Gerret Copeland / Tatiana Copeland Michael Cook  
 Print Name Print Name

TO BE COMPLETED BY PLANNING, BUILDING, AND ENVIRONMENTAL SERVICES  
 Total Fees: \$ \_\_\_\_\_ Receipt No. \_\_\_\_\_ Received by: \_\_\_\_\_ Date: \_\_\_\_\_

REASONS FOR GRANTING A VARIANCE

1. Please describe what exceptional or extraordinary circumstances or conditions apply to your property (including the size, shape, topography, location or surroundings), which do not apply generally to other land, buildings, or use and because of which, the strict application of the zoning district regulations deprives your property of the privileges enjoyed by other property in the vicinity and under identical zoning classification.

The Winery and associated Tasting Room/Office/Storage building have been present on the 102.28 acre property since the 1920s. The current setback of the Winery/Production building (at the southeast corner) is approximately 39' from the centerline of Buchli Station Road. Both buildings are located in the very northeast corner of the property in the only developed area (the rest is vineyards). The Winery Definition Ordinance (WDO) requires a 300' setback from the centerline of roads other than Highway 29. To meet this standard would require substantial loss of vineyard property, disrupt existing operations, and result in a very inefficient product flow.

2. Please state why the granting of your variance request is necessary for the preservation and enjoyment of your substantial property rights.

Please see item 1 above. In addition to the short term costs, there would be long term lost benefits from the annual grape harvest from the lost portion of the vineyard. Granting the variance would also be necessary to maintain continuity and efficiency of ongoing operations at the site that date back more than 90 years.

3. Please state why the granting of your variance request will not adversely affect the health or safety of persons residing or working in the neighborhood of your property, and will not be materially detrimental to the public welfare or injurious to property or improvements in your neighborhood.

As noted in item 1 above, the existing Winery/Production building has been present for over 90 years without "adversely affecting" the health or safety of persons in the neighborhood and the 39' setback has not been "materially detrimental to the public welfare or injurious to property or improvements" in the neighborhood. We plan to expand the existing building by adding a new enclosed, dry storage area at the same location of the current "outdoor storage area," with no change in the setback from Buchli Station Road. We do not believe this "replacement" will have any additional impacts compared to the present condition.



## 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.

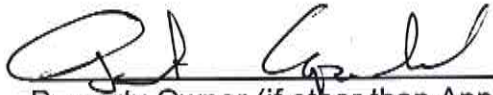
Applicant further agrees, as a condition of project approval, to defend, indemnify and hold harmless the County for all costs incurred in additional investigation of or study of, or for supplementing, redrafting, revising, or amending any document (such as an EIR, negative declaration, specific plan, 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.

Bouchaine Vineyards, Inc.

Applicant

11/30/14  
Date

  
\_\_\_\_\_  
Property Owner (if other than Applicant)

Bouchaine Winery Improvement Project

Project Identification