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## **Viewshed Permit Application Packet**

**A. S. Vineyards Use Permit Modification – P19-00273  
Zoning Administrator Hearing Date (January 27, 2021)**



A Tradition of Steadfastness  
A Commitment to Service

FILE # \_\_\_\_\_

**NAPA COUNTY  
PLANNING, BUILDING, AND ENVIRONMENTAL SERVICES**  
1195 THIRD STREET, SUITE 210, NAPA, CALIFORNIA, 94559 • (707) 253-4417

**APPLICATION FOR VIEWSHED PROTECTION PROGRAM**

FOR OFFICE USE ONLY

ZONING DISTRICT: \_\_\_\_\_ DATE SUBMITTED: \_\_\_\_\_  
 TYPE OF APPLICATION: \_\_\_\_\_ DATE PUBLISHED: \_\_\_\_\_  
 REQUEST: \_\_\_\_\_

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Project Type: Structure \_\_\_ Driveway \_\_\_ Road \_\_\_ Reservoir \_\_\_ Mass Grading \_\_\_ Other \_\_\_\_\_  
 Other Permits Applied/Pending/Required:  
 ECP \_\_\_ Grading Permit \_\_\_ Use Permit \_\_\_ Variance \_\_\_  
 SDSDS \_\_\_ Groundwater Permit: \_\_\_  
 # \_\_\_\_\_ # \_\_\_\_\_ # \_\_\_\_\_ # \_\_\_\_\_ # \_\_\_\_\_ # \_\_\_\_\_

Review Agencies: PBES: X County Consultant: \_\_\_\_\_ Name/Contact: \_\_\_\_\_  
 Final Approval: PBES X Date: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ Conditions: Yes \_\_\_ No \_\_\_

TO BE COMPLETED BY APPLICANT  
(Please type or print legibly)

Applicant's Name: Arvind Sodhani, AS Vineyards, LLC  
 Telephone #: (707) 679-0747 Fax #: ( ) - \_\_\_\_\_ E-Mail: ASVINEYARDS@GMAIL.COM  
 Mailing Address: P.O. Box 698 ST. HELENA CA 94574  
 Status of Applicant's Interest in Property: OWNER  
 Property SAME Owner's Name: \_\_\_\_\_  
 Telephone #: ( ) - \_\_\_\_\_ Fax #: ( ) - \_\_\_\_\_ E-Mail: \_\_\_\_\_  
 Mailing Address: \_\_\_\_\_  
 Site Address/Location: 3283 ST. HELENA HWY ST. HELENA CA 94574  
 Assessor's Parcel #: 022-080-028 Parcel Size: 12.1 acres Development Area Size: 1/2 - 2 acres  
 Slope Range of Development Area: 20 % to 30 %

**(NOTE: Contour map/survey is required for all development areas with an estimated slope of 15% or greater and for all road/driveway projects. Contour map must include all areas within 100' of the cut and fill edges. Percent slope shall be calculated and presented as whole numbers. (Please see attached Slope Determination Methodology)**

I hereby certify that all the information contained in this application, including but not limited to, this application form, the supplemental information sheets, site plan, plot plan, cross sections/elevations, 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 evaluation of this application and preparation of reports related thereto, including the right of access to the property involved.

[Signature] 5/10/2020 [Signature] 5/10/2020  
 Signature of Applicant Date Signature of Property Owner Date  
ARVIND SODHANI ARVIND SODHANI  
 Print Name Print Name

TO BE COMPLETED BY PLANNING, BUILDING, AND ENVIRONMENTAL SERVICES

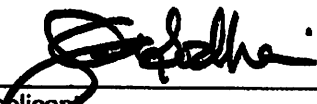
Application Fee: \$ \_\_\_\_\_ Receipt No. \_\_\_\_\_ Received by: \_\_\_\_\_ Date: \_\_\_\_\_

## 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, 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.

  
\_\_\_\_\_  
Applicant  
May 10, 2020  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Property Owner (if other than Applicant)  
022-080-028  
\_\_\_\_\_  
Project Identification P-19-00273