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Application
Submittal
Materials &
Assessors Maps

Pott's Pool Con Regs UPX P23-00318
Planning Commission Hearing Date July 16, 2025

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 FOR USE PERMIT
EXCEPTION TO CONSERVATION REGULATIONS

FOR OFFICE USE ONLY

ZONING DISTRICT: AW Date Submitted: 11/06/2023
 TYPE OF APPLICATION: Con Regs Use Permit Exception Date Published: _____
 REQUEST: Con Regs Use Permit Exception - pool Date Complete: 5/07/2025
required stream setback on developed parcel

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

PROJECT NAME: POTTS RESIDENCE (Please type or print legibly)

Assessor's Parcel #: 039-130-005-000 Existing Parcel Size: 19,710 SF.

Site Address/Location: 1229 SODA CANYON ROAD HAPA CA 94558
No. Street City State Zip

Property Owner's Name: JEFFREY + PAMELA POTTS

Mailing Address: 2473 SPYGLASS DR. BRENTWOOD CA 94513
No. Street City State Zip

Telephone #: (925) 216-5553 Fax #: () - E-Mail: j.potts@sdg
architectsinc.com

Applicant's Name: SAME AS ABOVE

Mailing Address: _____
No. Street City State Zip

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

Status of Applicant's Interest in Property: OWNER

Representative Name: JEFFREY POTTS

Mailing Address: SAME AS ABOVE
No. Street City State Zip

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

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, plot plan, floor plan, building elevations, water supply/waste disposal system plot 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.

involved.

 Signature of Applicant

 Date

 Print Name




Signature of Property Owner
 Date



Print Name

TO BE COMPLETED BY PLANNING, BUILDING, AND ENVIRONMENTAL SERVICES

Application Fee Deposit: \$ 10,000 Receipt No.: Received by: Aime Ramos Date: 11/20/2023

SUPPLEMENTAL APPLICATION FORM
USE PERMIT EXCEPTION TO CONSERVATION REGULATION

1. Please explain the reason for the exception request.

The exception is to build a pool on our lot for the enjoyment of our home.

2. Are there any alternatives to the project which would not require an exception? Please explain.

Due to the unusual shape, contours, and ROW encroachment on our lot there are no locations where a pool could be built within all of the setback requirements. The selected location is within the old footprint of the house that previously existed on the lot.

3. Describe how the project can meet the findings described in Section 18.104.040 A (structural or road project), or Section 18.108.040B (agricultural project).

The encroachment is for a pool which is being constructed on a clear flat area of the site.

Section 18.108.040.A. Structural/road development projects

- a. Roads, driveways, buildings and other man-made structures have been designed to complement the natural landform and to avoid excessive grading: (Please describe).

The pool is being placed on a clear flat area of the lot.

- b. Primary and accessory structures employ architectural and design elements which in total serve to reduce the amount of grading and earthmoving activity required for the project, including the following elements:

- i. Multiple-floor levels which follow existing, natural slopes;
- ii. Foundation types such as poles, piles, or stepping level which minimize cut and fill and the need for retaining walls;
- iii. Fence lines, walls, and other features which blend with the existing terrain rather than strike off at an angle against it.

NA

- c. The development project minimizes removal of existing vegetation , incorporates existing vegetation into final design plans, and replacement vegetation of appropriate size, quality and quantity is included to mitigate adverse environmental effects.

The pool is being placed on a clear flat area of the lot. The property will be re-landscaped after the completion of the pool.

4. Adequate fire safety measures have been incorporated into the design of the proposed development.

The pool poses no fire danger

5. Disturbance to streams and watercourses shall be minimized, and setbacks shall be retained as specified in Section 18.108.025.

The location of the pool will not disturb the stream in any way

6. The project does not adversely impact threatened or endangered plant or animal habitats as designated by state or federal agencies with jurisdiction and identified on the county's environmental sensitivity maps.

The pool is being placed on a clear flat area of the lot.

Section 18.108.040.B. Agricultural projects, or Agricultural roads as defined by Planning, Building, and Environmental Services, Engineering Division

7. The erosion rate that results two years from the completion of the proposed agricultural development does not exceed the soil tolerance factor approved by the Natural Resource Conservation Service for the soil type, topography and climatic conditions in which the project is located;

8. Impacts on streams and watercourses are minimized, and adequate setbacks along these drainageways are or will be maintained.

9. The project does not adversely impact sensitive, rare, threatened or endangered plant or animal habitats as designated by state or federal agencies with jurisdiction and identified on the county's environmental sensitivity maps.

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.



Applicant

10/30/23

Date

Property Owner (if other than Applicant)

1229 SODA CANYON ROAD

Project Identification

Hourly Fee Agreement

PROJECT File: _____; request for

EXEMPTION TO CROP SETBACK FOR POOL

_____. I,
JERRY POTS, the undersigned, hereby authorize the County of Napa to process the above referenced permit request in accordance with the Napa County Code. I am providing \$ _____ as a deposit to pay for County staff review, coordination and processing costs related to my permit request based on actual staff time expended and other direct costs. **In making this deposit, I acknowledge and understand that the deposit may only cover a portion of the total processing costs. Actual costs for staff time are based on hourly rates adopted by the Board of Supervisors in the most current Napa County fee schedule. I also understand and agree that I am responsible for paying these costs even if the application is withdrawn or not approved.**

I understand and agree to the following terms and conditions of this Hourly Fee Agreement:

1. Time spent by Napa County staff in processing my application and any direct costs will be billed against the available deposit. "Staff time" includes, but is not limited to, time spent reviewing application materials, site visits, responding by phone or correspondence to inquiries from the applicant, the applicant's representatives, neighbors and/or interested parties, attendance and participation at meetings and public hearings, preparation of staff reports and other correspondence, or responding to any legal challenges related to the application during the processing of your application. "Staff" includes any employee of the Planning, Building and Environmental Services Department (PBES), the Office of the County Counsel, or other County staff necessary for complete processing of the application. "Direct costs" include any consultant costs for the peer review of materials submitted with the application, preparation of California Environmental Quality Act (CEQA) documents, expanded technical studies, project management, and/or other outside professional assistance required by the County and agreed to by the applicant. The cost to manage consultant contracts by staff will also be billed against the available deposit.
2. Staff will review the application for completeness and provide me with a good faith estimate of the full cost of processing the permit. Any requested additional deposit shall be submitted to PBES to allow continued processing of the project.
3. I understand that the County desires to avoid incurring permit processing costs without having sufficient funds on deposit. If staff determines that inadequate funds are on deposit for continued processing, staff shall notify me in writing and request an additional deposit amount estimated necessary to complete processing of my application. I agree to submit sufficient funds as requested by staff to process the project through the hearing process within 30 days of the request.
4. I understand that if the amount on deposit falls below zero, staff will notify me and stop work on the application until sufficient additional funds are provided
5. If the final cost is less than the amount remaining on deposit, the unused portion of the deposit will be refunded to me. If the final cost is more than the available deposit, I agree to pay the amount due within 30 days of billing.
6. If I fail to pay any invoices or requests for additional deposits within 30 days, the County may either stop processing my permit application, or after conducting a hearing, may deny my permit application. If I fail to pay any amount due after my application is approved, I understand that my permit may not be exercised, or may be subject to revocation. I further agree that no building, grading, sewage, or other project related permits will be issued if my account is in arrears.

7. I may file a written request for a further explanation or itemization of invoices, but such a request does not alter my obligation to pay any invoices in accordance with the terms of this agreement.

Name of Applicant responsible for payment of all County processing fees (Please Print):

JEFFREY L. POTTS

Mailing Address of the Applicant responsible for paying processing fees:

2473 SPY GLASS DR.

BRENTWOOD CA 94513

Signature:*



Email Address: jpotts@sdgarchitectsinc.com

Date:

9/23/22

Phone Number:

925-216-5553

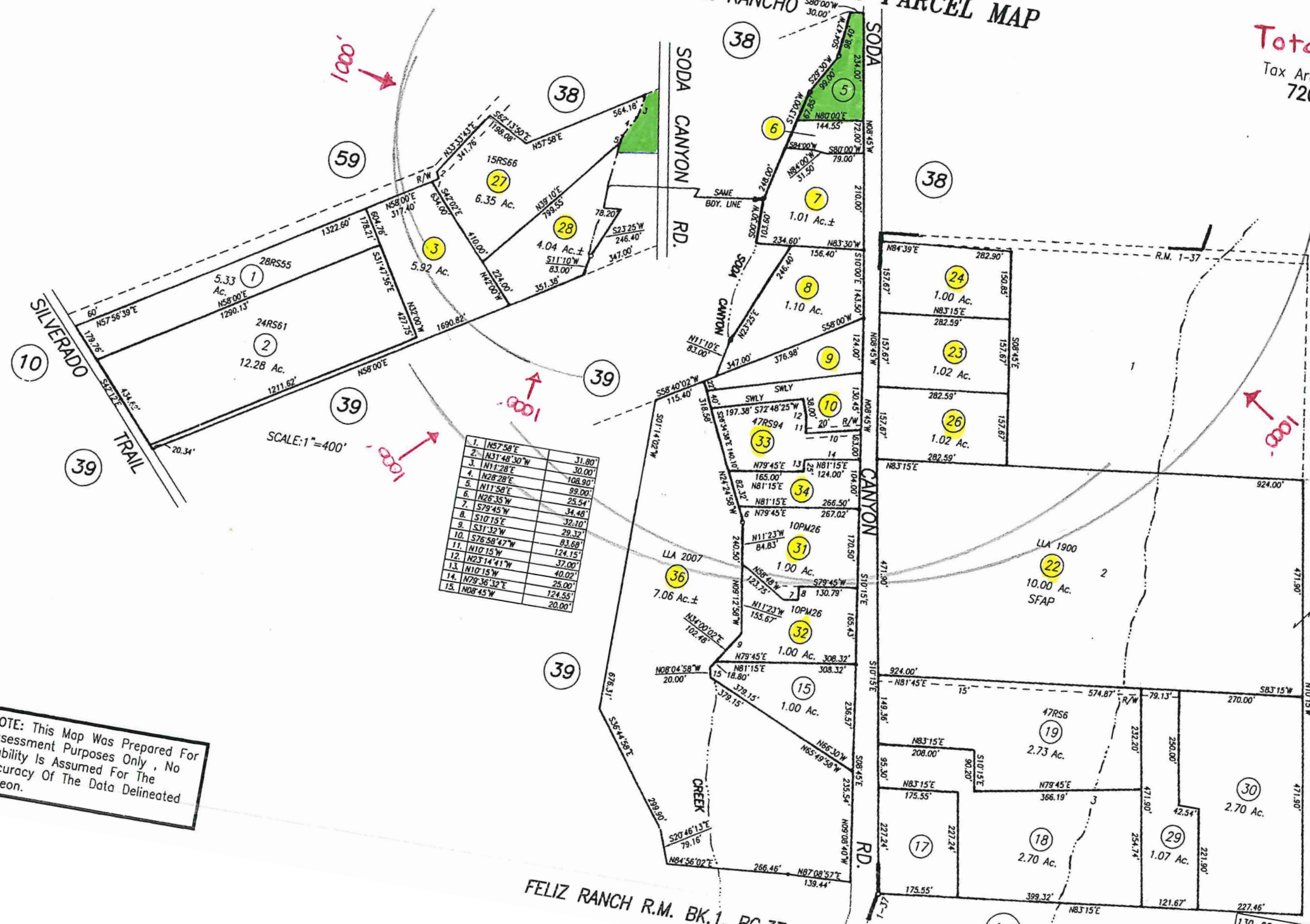
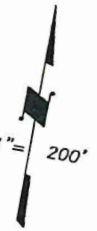
*ATTENTION - The applicant will be held responsible for all charges.

COUNTY ASSESSOR'S PARCEL MAP

PTN. YAJOME RANCHO

Total 18
Tax Area Code
72076

39-13



NOTE: This Map Was Prepared For Assessment Purposes Only , No Liability Is Assumed For The Accuracy Of The Data Delineated Hereon.

Total 4

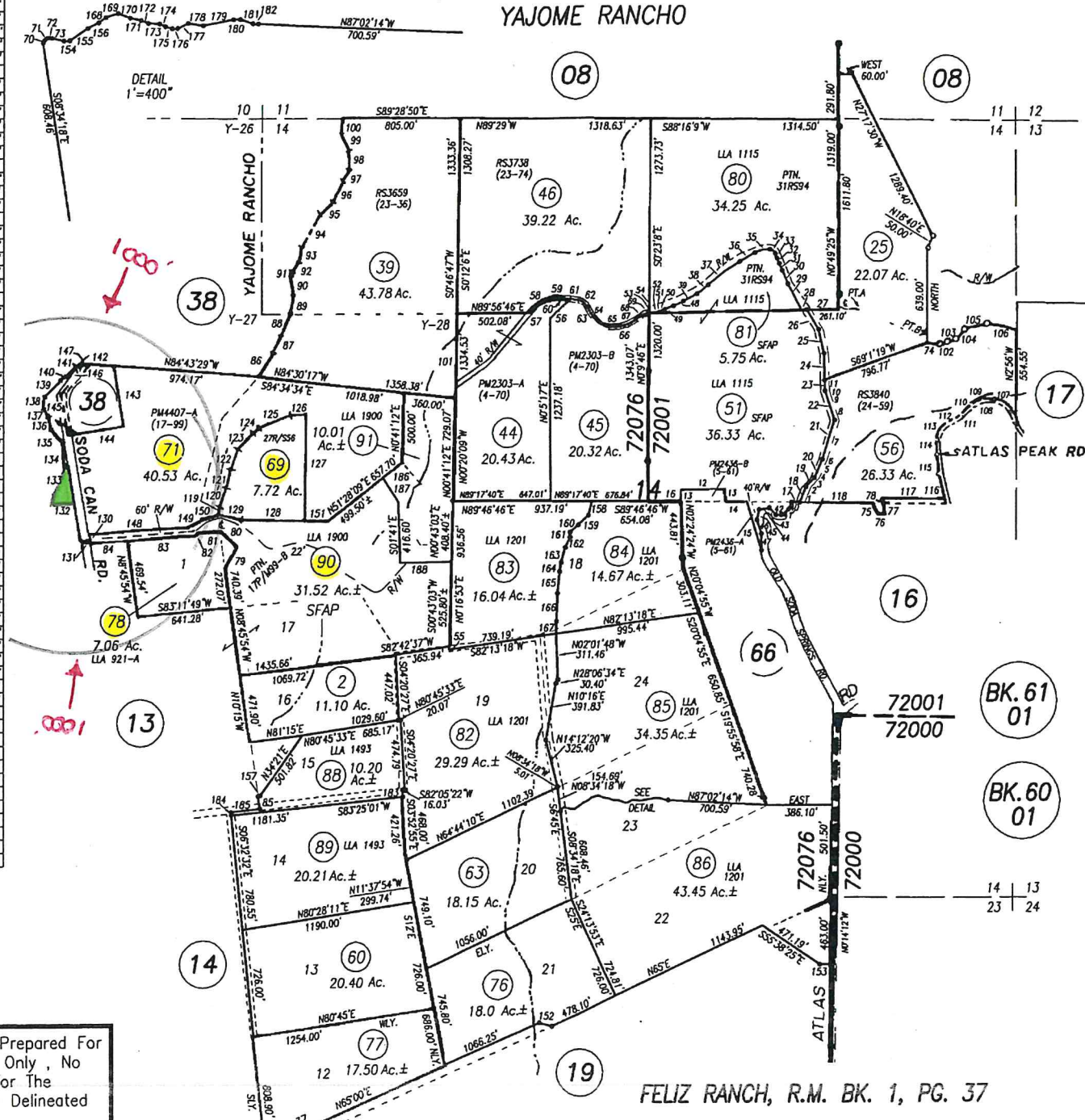
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Tax Area Code
72001, 72076

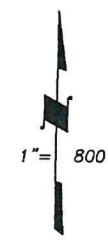
COUNTY ASSESSOR'S PARCEL MAP

PTN. SEC. 12, SEC'S. 13 & 14, T.6N., R.4W., M.D.B.&M.
YAJOME RANCHO

1.	S18°20'22"W	72.02'
2.	R=150'	L=67.17'
3.	S43°59'51"W	26.53'
4.	R=150'	L=52.32'
5.	S24°0'54"W	93.02'
6.	R=500'	L=56.19'
7.	S17°34'32"W	218.85'
8.	R=120'	L=86.26'
9.	S23°36'47"E	89.62'
10.	R=300'	L=122.13'
11.	N0°17'16"W	20.60'
12.	N89°17'40"E	296.20'
13.	N0°42'20"W	75.00'
14.	N89°17'40"E	186.03'
15.	N16°37'11"W	334.72'
16.	S89°17'40"W	267.34'
17.	S89°17'40"W	27.45'
18.	N21°15'E	119.00'
19.	N44°07'E	85.00'
20.	N23°15'E	136.00'
21.	N17°15'E	280.00'
22.	N18°25'W	208.00'
23.	N02°04'W	73.00'
24.	N01°10'W	181.80'
25.	N12°39'W	168.70'
26.	N41°36'W	185.70'
27.	N88°47'08"E	261.29'
28.	N88°47'08"E	25.50'
29.	R=155'	L=20.91'
30.	S28°47'03"E	216.32'
31.	R=543'	L=99.38'
32.	R=296.83'	L=52.27'
33.	R=300.68'	L=39.43'
34.	S20°32'30"E	33.12'
35.	R=43'	L=48.96'
36.	R=180'	L=107.65'
37.	N59°37'30"E	118.81'
38.	R=1070'	L=245.27'
39.	N46°29'30"E	21.31'
40.	N23°42'25"E	50.68'
41.	N52°14'09"E	63.19'
42.	S88°39'04"E	34.75'
43.	S45°04'39"E	66.78'
44.	N80°58'56"E	70.31'
45.	N12°32'41"E	73.27'
46.	N18°43'19"W	98.82'
47.	N07°25'16"E	111.21'
48.	R=611'	L=133.66'
49.	R=817'	L=111.22'
50.	N66°49'30"E	127.36'
51.	R=282'	L=64.07'
52.	N79°50'30"E	8.92'
53.	S07°09'46"W	20.33'
54.	N79°50'30"E	13.04'
55.	N01°16'53"E	20.20'
56.	N33°07'E	223.45'
57.	N39°13'40"E	37.39'
58.	R=200'	L=168.80'
59.	N86°43'30"E	15.11'
60.	R=404'	L=94.84'
61.	S79°49'30"E	52.07'
62.	R=68'	L=62.60'
63.	S27°04'30"E	69.86'
64.	R=135'	L=147.22'
65.	S89°33'30"E	44.83'



66.	R=224'	L=154.88'	131.	S83°30'W	516.00'
67.	N50°59'30"E	46.06'	132.	N10°00'W	30.00'
68.	R=116'	L=58.41'	133.	N79°45'E	30.00'
69.	N79°50'30"E	30.46'	134.	S03°03'E	236.93'
70.	S27°30'20"W	11.21'	135.	S35°56'E	123.78'
71.	S55°22'30"W	14.17'	136.	S14°16'E	75.83'
72.	N84°31'52"W	14.68'	137.	S40°16'E	60.92'
73.	N75°47'27"W	40.52'	138.	S04°44'W	72.10'
74.	S85°55'26"W	111.60'	139.	S39°38'W	151.71'
75.	S21°42'20"E	77.68'	140.	S61°32'30'W	53.00'
76.	N89°52'E	61.00'	141.	S44°1'50'W	109.63'
77.	N21°42'20"W	78.33'	142.	S84°38'W	162.34'
78.	NORTH	40.00'	143.	S08°45'E	418.31'
79.	N27°39'39"E	132.07'	144.	S81°15'W	350.00'
80.	N49°22'04'W	120.50'	145.	N08°45'W	284.41'
81.	S84°38'W	162.34'	146.	N37°40'30'E	263.73'
82.	S63°59'15'W	56.72'	147.	N84°31'30'W	37.71'
83.	S84°38'W	425.42'	148.	N84°38'E	700.65'
84.	S83°38'W	282.90'	149.	N63°59'15'E	57.02'
85.	N08°37'W	85.78'	150.	N67°01'11'E	148.70'
86.	N34°29'21'E	262.84'	151.	EAST	180.00'
87.	N23°12'45'E	135.14'	152.	N80°00'W	101.59'
88.	N21°59'34'E	165.37'	153.	N89°45'48'E	72.49'
89.	N08°13'02'E	116.93'	154.	S86°13'37'W	20.25'
90.	N11°24'13'W	130.41'	155.	S55°33'18'W	72.66'
91.	N04°20'09'E	32.56'	156.	S62°33'32'W	42.16'
92.	N32°29'42'E	80.00'	157.	N78°52'06'E	14.57'
93.	N09°51'01'E	100.35'	158.	S13°54'29'W	43.48'
94.	N28°14'49'E	257.95'	159.	S46°20'51'W	95.93'
95.	N45°46'06'E	119.70'	160.	S46°27'48'W	76.81'
96.	N24°42'41'E	158.83'	161.	S01°38'24'E	33.57'
97.	N29°15'13'E	71.06'	162.	S22°11'26'W	76.87'
98.	N01°09'51'W	131.00'	163.	S13°32'01'W	105.12'
99.	N25°30'02'W	131.57'	164.	S08°46'55'W	62.43'
100.	N03°06'03'E	112.73'	165.	S03°45'24'W	149.51'
101.	S04°52'29'W	605.46'	166.	S04°51'7'W	190.76'
102.	N75°15'W	82.00'	167.	S02°1'6'E	90.61'
103.	S83°30'W	59.00'	168.	S53°52'38'W	29.57'
104.	S38°20'26'W	105.44'	169.	S72°22'13'W	45.42'
105.	S81°12'39'W	186.99'	170.	N67°28'32'W	43.17'
106.	N80°54'19'W	122.84'	171.	N76°20'01'W	38.79'
107.	R=130'	L=143.48'	172.	N69°30'25'W	27.34'
108.	N87°03'01'E	78.71'	173.	N66°52'57'W	37.32'
109.	R=130'	L=90.76'	174.	N64°05'25'W	21.80'
110.	N47°03'01'E	94.93'	175.	N74°05'02'W	24.48'
111.	R=170'	L=53.41'	176.	S88°14'38'W	18.10'
112.	N65°03'01'E	55.98'	177.	S64°23'50'W	38.68'
113.	R=130'	L=149.75'	178.	N81°04'55'W	51.39'
114.	N07°56'59'W	102.24'	179.	S79°11'08'W	107.06'
115.	R=530'	L=120.25'	180.	S87°35'41'W	22.66'
116.	N13°56'59'W	180.84'	181.	N70°56'29'W	45.84'
117.	EAST	421.60'	182.	N87°10'25'W	18.04'
118.	N89°17'40'E	615.00'	183.	S03°52'55'E	46.74'
119.	N19°43'51'E	55.54'	184.	N06°32'32'W	19.26'
120.	N17°27'31'E	140.72'	185.	N82°05'22'E	194.99'
121.	N11°09'39'E	124.50'	186.	S51°28'09'W	158.16'
122.	N18°22'04'E	139.11'	187.	S32°34'15'E	169.89'
123.	N41°49'22'E	153.05'	188.	N89°27'E	359.80'E
124.	N54°26'38'E	56.54'			
125.	N67°02'17'E	231.17'			
126.	S84°34'34'E	100.45'			
127.	SOUTH	726.36'			
128.	WEST	426.80'			
129.	N70°23'48'W	173.04'			
130.	N08°45'W	60.01'			



NOTE: This Map Was Prepared For Assessment Purposes Only, No Liability Is Assumed For The Accuracy Of The Data Delineated Hereon

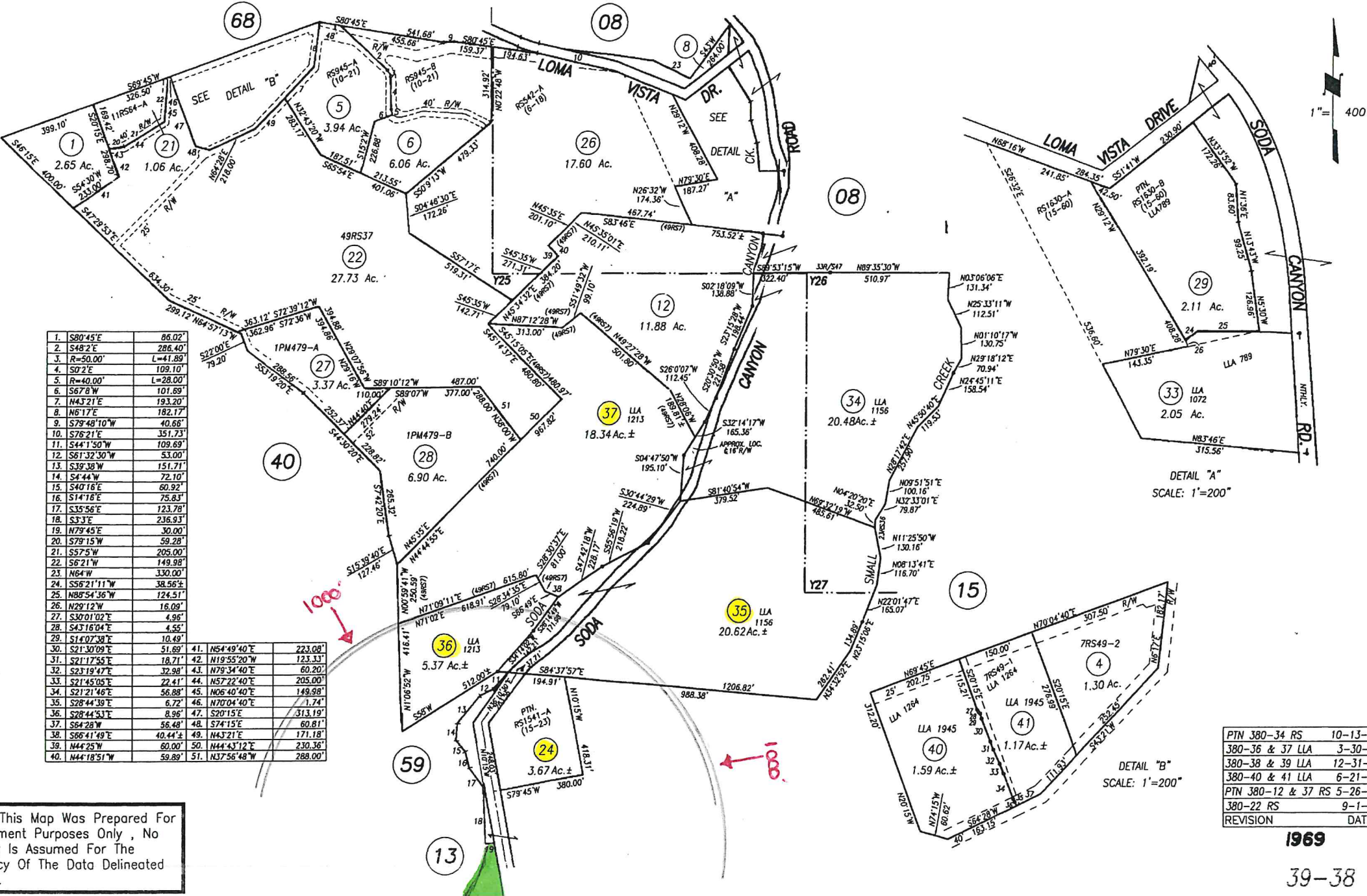
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150-51, 80 & 81 LLA	4-5-99
150-82 THRU 86 LLA	12-29-00
150-87 LLA	12-22-05
150-88 & 89 LLA	12-28-06
150-90 & 91 LLA	9-1-17
REVISION	DATE

COUNTY ASSESSOR'S PARCEL MAP
YAJOME RANCHO

Total 4

Tax Area Code
72076

39-38



1. S80°45'E	86.02'	41. N54°49'40"E	223.08'
2. S48°2'E	286.40'	42. N19°55'20"W	123.33'
3. R=50.00'	L=41.89'	43. N79°34'40"E	60.20'
4. S0°2'E	109.10'	44. N57°22'40"E	205.00'
5. R=40.00'	L=28.00'	45. N06°40'40"E	149.98'
6. S87°8'W	101.69'	46. N70°04'40"E	1.74'
7. N43°21'E	193.20'	47. S20°15'E	313.19'
8. N6°17'E	182.17'	48. S74°15'E	60.81'
9. S79°48'10"W	40.66'	49. N43°21'E	171.18'
10. S76°21'E	351.73'	50. N44°43'12"E	230.36'
11. S44°15'0"W	109.69'	51. N37°56'48"W	288.00'
12. S61°32'30"W	53.00'		
13. S39°38'W	151.71'		
14. S4°44'W	72.10'		
15. S40°18'E	60.92'		
16. S14°18'E	75.83'		
17. S35°56'E	123.78'		
18. S3°3'E	236.93'		
19. N79°45'E	30.00'		
20. S79°15'W	59.28'		
21. S57°5'W	205.00'		
22. S6°21'W	149.98'		
23. N6°4'W	330.00'		
24. S56°21'11"W	38.56'		
25. N88°54'36"W	124.51'		
26. N29°12'W	16.09'		
27. S30°01'02"E	4.96'		
28. S43°16'04"E	4.55'		
29. S14°02'38"E	10.49'		
30. S21°30'09"E	51.69'		
31. S21°17'55"E	18.71'		
32. S23°19'47"E	32.98'		
33. S21°45'05"E	22.41'		
34. S21°21'46"E	56.88'		
35. S28°44'39"E	6.72'		
36. S28°44'53"E	8.96'		
37. S64°28'W	56.48'		
38. S66°41'49"E	40.44'		
39. N44°25'W	60.00'		
40. N44°18'51'W	59.89'		

NOTE: This Map Was Prepared For Assessment Purposes Only , No Liability Is Assumed For The Accuracy Of The Data Delineated Hereon.

PTN 380-34 RS	10-13-00
380-36 & 37 LLA	3-30-01
380-38 & 39 LLA	12-31-01
380-40 & 41 LLA	6-21-19
PTN 380-12 & 37 RS	5-26-20
380-22 RS	9-1-20
REVISION	DATE

1969

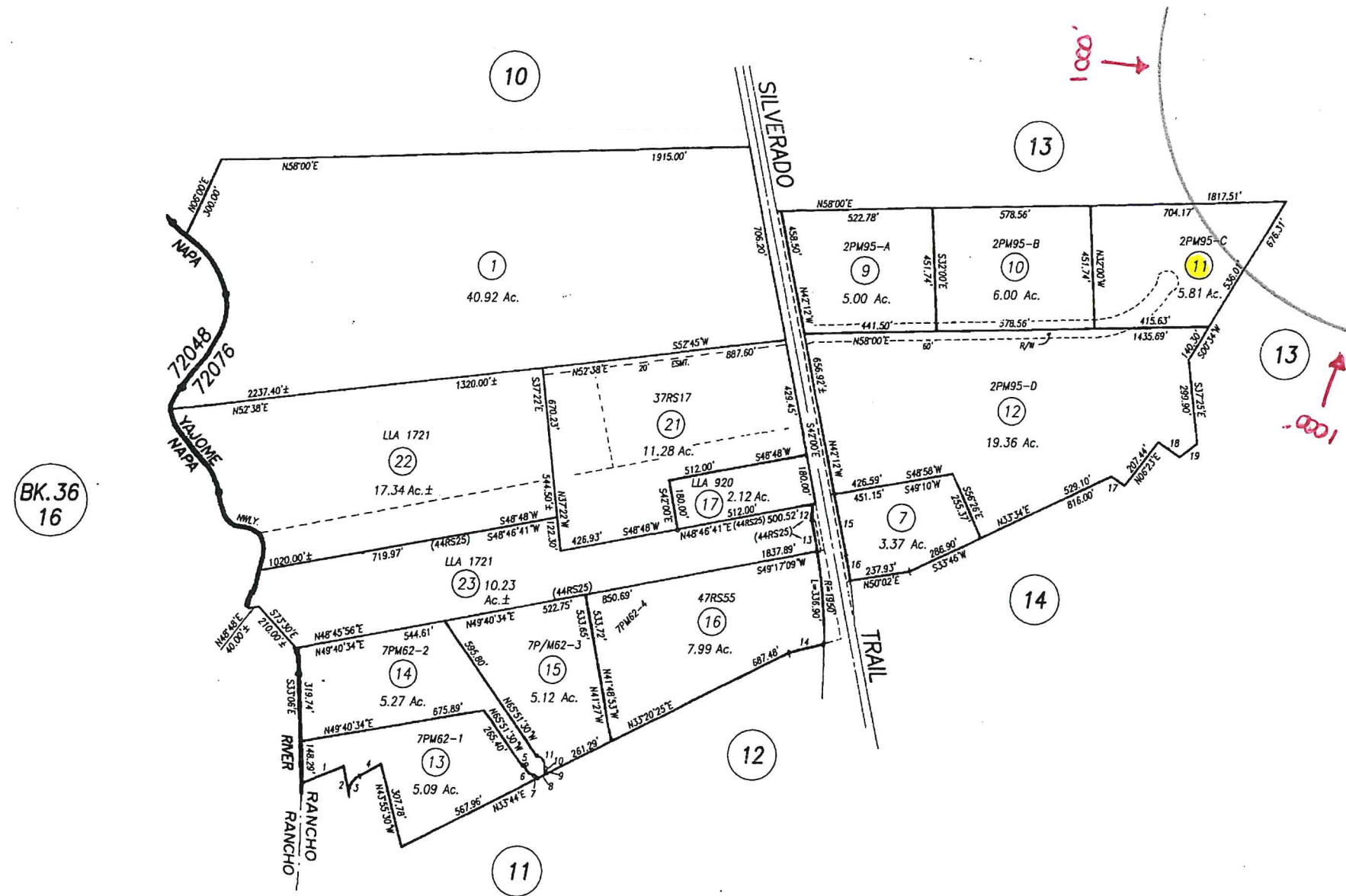
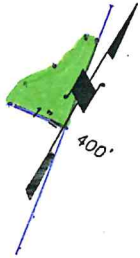
39-38

COUNTY ASSESSOR'S PARCEL MAP
PTN. YAJOME RANCHO

Total 1

Tax Area Code
72076

39-39
PTN. 39-09



1.	S38°11'W	155.59'
2.	N38°58'W	111.90'
3.	R=69.07'	L=86.44'
4.	S32°44'20"W	87.77'
5.	N56°32'02"E	8.70'
6.	R=36'	L=45.66'
7.	R=20'	L=15.50'
8.	N13°44'E	40.12'
9.	N60°43'20"W	3.12'
10.	R=20'	L=15.50'
11.	R=36'	L=63.25'
12.	S34°37'E	62.31'
13.	R=1950'	L=112.12'
14.	N44°35'27"E	136.06'
15.	S41°58'40"E	225.56'
16.	R=2050'	L=93.78'
17.	S89°01'E	47.80'
18.	N84°27'E	85.65'
19.	N19°33'W	78.94'

BK. 36
16

NOTE: This Map Was Prepared For
Assessment Purposes Only , No
Liability Is Assumed For The
Accuracy Of The Data Delineated
Hereon.

390-20 & 21 LLA	4-6-05
390-21 RS	4-29-05
390-22 & 23 LLA	6-21-12
PTN 390-23 RS	10-14-14
PTN 390-23 RS	11-25-14
390-16 RS	9-7-18
REVISION	DATE

1970

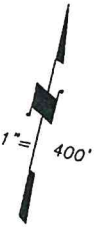
39-39

COUNTY ASSESSOR'S PARCEL MAP PTN. YAJOME RANCHO

Tax Area Code
72076

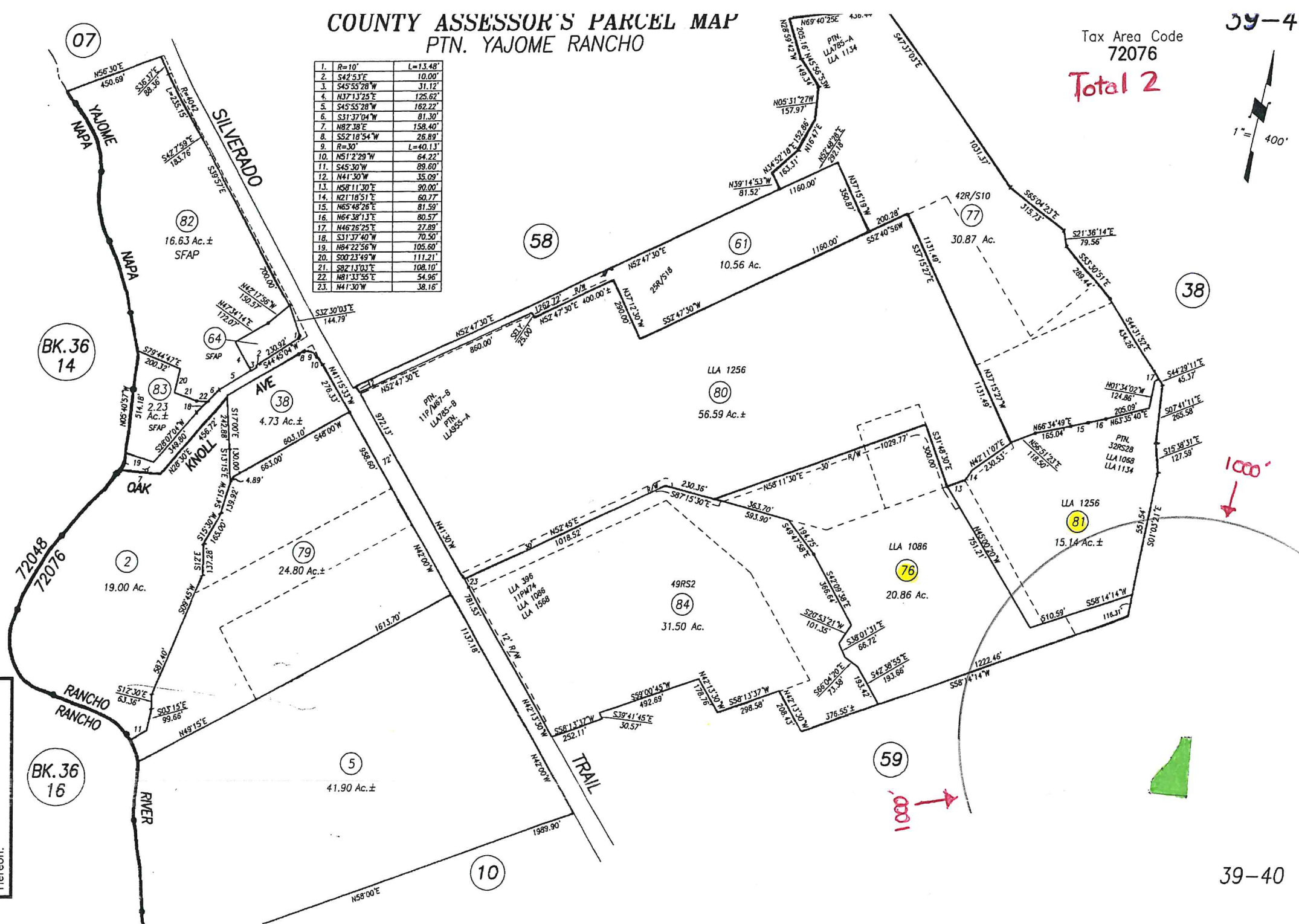
Total 2

39-40



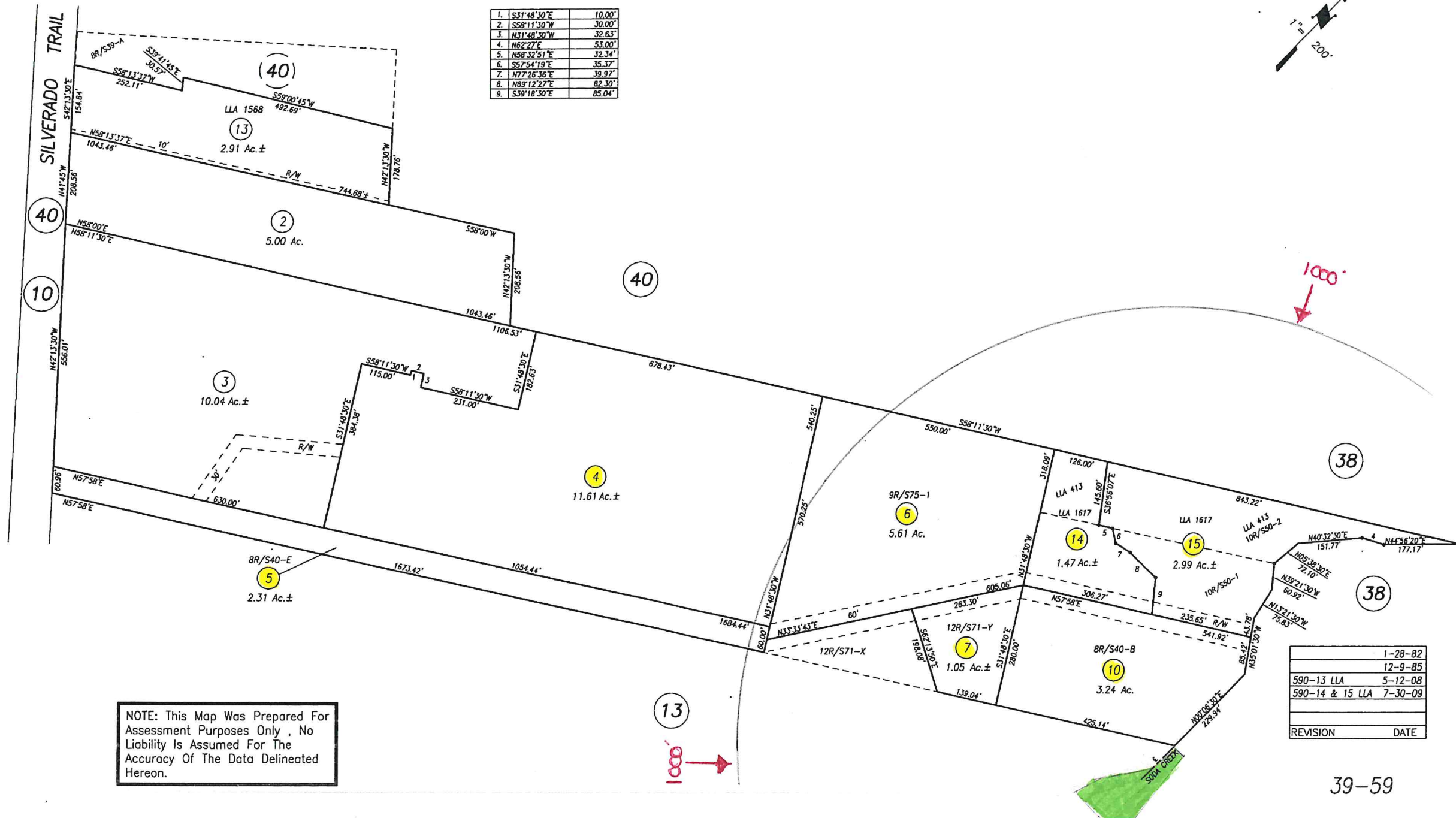
1. R=10'	L=13.48'
2. S42°53'E	10.00'
3. S45°55'28"W	31.12'
4. N37°13'25"E	125.62'
5. S45°55'28"W	162.22'
6. S31°37'04"W	81.30'
7. N82°38'E	158.40'
8. S52°18'54"W	26.89'
9. R=30'	L=40.13'
10. N51°2'29"W	64.22'
11. S45°30"W	89.60'
12. N41°30"W	35.09'
13. N58°11'30"E	90.00'
14. N21°18'51"E	60.77'
15. N65°48'26"E	81.59'
16. N64°38'13"E	80.57'
17. N46°26'25"E	27.89'
18. S31°37'40"W	70.50'
19. N84°22'56"W	105.60'
20. S00°23'49"W	111.21'
21. S82°13'03"E	108.10'
22. N81°33'55"E	54.96'
23. N41°30"W	38.16'

NOTE: This Map Was Prepared For Assessment Purposes Only, No Liability Is Assumed For The Accuracy Of The Data Delineated Hereon.



39-40

1.	S31°48'30"E	10.00
2.	S58°11'30"W	30.00
3.	N31°48'30"W	32.63
4.	N62°27"E	53.00
5.	N58°32'51"E	32.34
6.	S57°54'19"E	35.37
7.	N77°26'36"E	39.97
8.	N89°12'27"E	82.30
9.	S39°18'30"E	85.04



NOTE: This Map Was Prepared For Assessment Purposes Only , No Liability Is Assumed For The Accuracy Of The Data Delineated Hereon.

	1-28-82
	12-9-85
590-13 LLA	5-12-08
590-14 & 15 LLA	7-30-09
REVISION	DATE