

“B”

Application

1183 State Lane Certificate of Legal Nonconformity Application (P23-00354)  
Zoning Administrator Hearing Date September 4, 2024



A Tradition of Stewardship  
A Commitment to Service

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

**APPLICATION FOR CERTIFICATE OF THE EXTENT OF LEGAL  
NONCONFORMITY**

FOR OFFICE USE ONLY

ZONING DISTRICT: \_\_\_\_\_ Date Submitted: \_\_\_\_\_  
TYPE OF APPLICATION: \_\_\_\_\_ Date Published: \_\_\_\_\_  
REQUEST: \_\_\_\_\_ Date Complete: \_\_\_\_\_

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

PROJECT NAME: State Lane Fence

Assessor's Parcel #: 031-170-013 Existing Parcel Size: 1.4 acres +/-

Site Address/Location: 1183 State Lane Yountville, California 94599  
No. Street City State Zip

Property Owner's Name: Jeryl Hilleman & William Albright

Mailing Address: 1398 Dana Avenue Palo Alto, California 94301  
No. Street City State Zip

Telephone #: (650) 245 - 6539 Fax #: ( ) - E-Mail: balbright@sbcglobal.net

Applicant's Name: Same as above

Mailing Address: same as above  
No. Street City State Zip

Telephone #: ( ) - Fax #: ( ) - E-Mail: \_\_\_\_\_

Status of Applicant's Interest in property: Owners

Representative Name: Jay Deguchi

Mailing Address: 8601 8th Avenue So. Seattle, WA. 98108  
No. Street City State Zip

Telephone # (206) 256-0809 Fax #: ( ) E-Mail: jay@suyamapetersondeguchi

If Nonconforming structure, type of nonconformity:

- Structure does not conform to issued permits
- X Structure does not conform to zoning requirements (e.g. setbacks)

When was the non conforming use established? (year, month, if known): \_\_\_\_\_

When was the nonconforming structure build? (year, month if known): pre-1955 (please see attached assessor's records)

PLEASE ATTACH DOCUMENTATION OF CONTUOUS USE and/or CONTINUOUS EXISTENCE OF THE  
NONCONFORMING STRUCTURE from the date of establishment.

I certify that all the information contained in this application 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.

William Albright Signature of Property Owner Date 12/3/2013 Signature of Applicant Date \_\_\_\_\_  
Print Name Print Name

TO BE COMPLETED BY PLANNING, BUILDING, AND ENVIRONMENTAL SERVICES

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

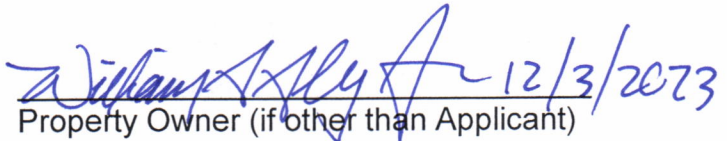
## INDEMNIFICATION AGREEMENT

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, 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

 12/3/2013  
Property Owner (if other than Applicant)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Project Identification