A Tradition of Stewardship
A Commitment to Service

Unconditional - Conditional Certificate of Compliance Application

Surveying Services Division
1195 Third Street, Suite 101
Napa, CA 94559-3082
(707) 253-4351

Owner(s) Information:

Property Owner Name:

Mailing Address:

Phone Number: Email Address:

**If more than one owner, please submit additional pages for owner information. If the owner(s) wish to have an agent (i.e., legal counsel, real estate professionals, other family members) be notified, please fill out Page 4 of the application.*

Property Information:

Assessor Parcel Number:

Property situs address (*if any*):

Assessor Parcel Number:

Property situs address (*if any*):

Assessor Parcel Number:

Property situs address (*if any*):

Assessor Parcel Number:

Property situs address (*if any*):

Additional Information:

Applicant (if different than owner):

Applicant address:

Phone Number: Email Address:

Application Deposit of $3,000.00 due at time of submittal

*This is the processing deposit for an **UNCONDITIONAL** Certificate of Compliance. Refunds or further charges will be assessed consistent with Staff processing time. If any parcel(s) is/are determined not to have been created in compliance with State Law and Local Ordinance, an additional deposit may be assessed.*

Check Number: Application File Number:

UNCONDITIONAL - CONDITIONAL CERTIFICATE OF COMPLIANCE GENERAL APPLICATION REQUIREMENTS

PLEASE BIND APPLICATION ITEMS WITH TABS KEYED TO THE CHECKLIST BELOW:

1. ____ One (1) Certificate of Compliance application with the name, address, telephone number and signature of the current owner of the property (see Page 3), and the name address and telephone number of the person preparing the application if different from the owner (Section 17.52.010) along with the Unconditional Certificate of Compliance application trust deposit of $3,000.00 payable to "County of Napa". This is a deposit only. Refunds or further charges will be assessed consistent with Staff processing time. If any parcel(s) is/are determined not to have been created in compliance with State Law and Local Ordinance, an additional deposit may be assessed.

2. ____ One (1) copy of a Preliminary Title Report prepared by a Title Company no more than 30 days prior to application submittal.

3. ____ One copy of deeds of all other property owned by the applicant that is contiguous to the subject real property (Section 17.52.010)

4. ____ One copy of documentation of recorded access to the subject property, unless abutting a public street . (Section 17.52.010)

5. ____ One copy of a legal description of the subject property, to be typed on plain white paper, 8 ½ x11 inches in size. (Section 17.52.010)

6. ____ Four (4) copies of a Site Map (8 ½ x 11 or 11 x 17 inches) legibly drawn in ink to an engineers scale, with the scale shown on the map. The map shall show the subject property with dimensions, the gross and net area, the location, width and names of all streets and roads, adjacent to and providing access to the property. The maps shall show boundaries of the subject parcel and parent parcel, demonstrating the relationship between the two and the boundaries of the adjacent parcels with ownership identified. The map shall also show the location and use of all improvements and structures on the property, the distances from the structures to the parcel boundaries, the distance between structures, and all existing utilities and easements. An appropriate legend identifying all improvements and the current assessor's parcel number shall be indicated. Multiple sheets (i.e., cover, existing, proposed) are acceptable. (Section 17.52.010)

7. ____ One copy of a narrative explaining why the identified parcels should be treated as legal lots accompanied by a complete chain of title, from the creation of the parent parcel to the present, keyed to the narrative. This chain shall include legible copies of all recorded documents affecting title from creation of the parent parcel to the date of the application. An unmodified chain obtained from a title company will serve this purpose. Chains of title determined to be incomplete or incorrect will cause a suspension of the application review. (Section 17.52.010)

8. ____ One set of numbered (as outlined on chain of title), legible copies of deeds and/or patents, documenting the complete chain of title with the description of the subject property highlighted on each deed or patent. Any relevant portions of any handwritten or illegible deed/patent descriptions must be typed and attached to the deed/patent. Each deed/patent shall also include a plat (each using the same base map), numbered as listed on the chain of title and depicting the conveyance cited in the referenced document as well as the subject parcel.

INDEMNIFICATION and CONSENT AGREEMENT

Pursuant to Chapter 1.30 of the Napa County Code and state law, as part of the application for a discretionary or ministerial land use approval for the application 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 application approval of the County, or an action relating to this application 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 the application 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 application 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 goof faith. The Applicant shall not be required to pay or perform any settlement unless the settlement is approved by the Applicant.

I/We the property owner(s) do hereby certify by signature below that all information contained in the attached Certificate of Compliance application is correct to the best of my/our knowledge under penalty of perjury and that I/we hereby consent to the processing of this application.

Property Owner Signature: _____

Printed Name: _____ Date: _____

Property Owner Signature: _____

Printed Name: _____ Date: _____

Property Owner Signature: _____

Printed Name: _____ Date: _____

Property Owner Signature: _____

Printed Name: _____ Date: _____

Owner Consent Statement for Agent(s)
to receive copies of Correspondence

I/We hereby grant permission to _____ to receive any and all correspondence regarding this application.

Agent Name: _____

Address: _____

Email: _____

Property Owner Signature(s): _____

Signature Requirements for Corporations, Partnerships, Associations:

Corporations (whether for- or non-profit)
The chairman of the Board or president, vice president AND either the secretary, assistant secretary, chief financial officer, or treasurer. Alternately, the application may be signed by any person who is authorized to do so by a corporate resolution. (A copy of the resolution should be provided)

General Partnership
Any partner of the general partnership

Limited Partnership
A general partner of the limited partnership

Association
The president or general manager of the association

**Agent is any the Vested Property Owner(s) elect to represent them and receive copies of the Certificate of Compliance correspondence; as example, legal counsel, real estate professional, other family members, etc.*

Print Form