

Recording Requested By  
And When Recorded Mail To:

City of Calistoga  
City Clerk  
1232 Washington Street  
Calistoga, CA 94515

EXEMPT FROM RECORDING FEES  
SECTION 27383

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*(Space Above This Line for Recorder's Use Only)*

**PAYMENT PLAN AGREEMENT FOR CONNECTION FEES**

This Agreement is between Dan Farris, 1831 Greenwood Avenue, Calistoga, CA 94515 ("Property Owner") and the City of Calistoga ("City"). This Agreement shall become effective upon its execution by the City Manager.

**RECITALS**

- A. Property Owner owns the parcel of real property located at 713 A/B and 715 Washington Street, and identified as Napa County Assessor's Parcel Number 011-234-012 ("the property"), more particularly described on Exhibit A, which is attached to and made a part of this agreement.
- B. Property Owner has requested and been granted approval for development of new commercial and residential buildings which will require additional water and wastewater allocation to the property and payment of applicable connection fees.
- C. Property Owner desires to make monthly payments on the total sum due to City for water and wastewater connection fees, in the form of a loan in the maximum amount, not to exceed twenty four thousand eight hundred sixty five dollars (\$24,865.00) for a term not to exceed 60 months.
- D. City is willing to accept the total amount due in 60 monthly payments to City with simple interest accruing on the outstanding balance of the principal loan at the rate of 3.52%.

## AGREEMENT

1. City shall allow the deferred payment of \$24,865.00 for allocation of 0.204 acre feet of water and 0.184 acre feet of wastewater as a condition of approval for occupancy and issuance of future tenant building permits on property more fully described in Exhibit A, plus interest as set forth on Exhibit B which is attached to and made a part of this Agreement.
  
2. Property Owner shall make 60 monthly payments to the City, each in the amount of \$452.56, excepting the last scheduled payment which may vary. The first monthly payment shall be paid on the first day of the month following the date of execution of this agreement by the City Manager. Payments will be amortized over the term of the loan to repay fully the principal and accrued interest. See Exhibit B – Repayment Schedule. The Property Owner shall have the right to prepay the Loan and accrued interest at any time without penalty. The Property Owner shall owe a late charge of two percent (2%) of the amount due if an amount due remains unpaid ten (10) days after the due date. If an amount due remains unpaid thirty (30) days after the due date to the City, a letter shall be sent to the property owner/business owner notifying them of the default status. Failure to repay the principal and any interest on the loan within thirty (30) days of receipt of written notice from the City that such payment is delinquent could, at the option of the City, result in acceleration of the note to become immediately due and payable. The property owner shall have the right (but not the obligation) to cure any monetary default under the loan. The City shall have the right (but not the obligation) to revoke any and all land use approvals for this development, including the cancellation of all water and wastewater allocations subject to this agreement, without refund of any previous payments.
  
3. To secure payments required of Property Owner to City under this Agreement, a lien is hereby created, established, and imposed by Property Owner upon the property described in Recital A above. The lien hereby created, established and imposed is given, is in favor of, and shall be held by City in an amount not to exceed \$32,551. City may record this Agreement in the Office of the Napa County Recorder.
  
4. The City Manager may request a review of water and/or wastewater use at the property at least one year after the date of execution of this agreement by the City Manager. The request for review must be submitted in writing to the Property Owner. A review of water use to substantiate any adjustments to the allocations and deferred payment stated in paragraph 1 of this Agreement. The results of the water study must be submitted to the Property Owner for review and comment. Should the water study conclude that water and/or wastewater use at the property is lower than the allocations stated in paragraph 1 of this Agreement, the City shall adjust the deferred fee amount accordingly based on the City fee schedule that was in effect at the time the original

deferral agreement was signed by the Property Owner and re-calculate the payment schedule in Exhibit B. Should the water study conclude that water and/or wastewater use at the property is higher than the allocations stated in paragraph 1 of this Agreement, the Property Owner agrees to make payment for the additional water and/or wastewater allocations separate from and in addition to the payment amounts and terms prescribed by this Agreement. The payment for increased water and/or wastewater allocations shall be based on the City fee schedule that was in effect at the time the request for review was made.

5. Property Owner will not sell, convey, assign, transfer, alienate, or otherwise dispose of its interest in the Property, either voluntarily or by operation of law, or agree to do so, without the prior written consent of the City. Consent to one transaction by City will not be deemed a waiver of the right to require consent to further or successive transactions. If Property Owner is a corporation, any sale, transfer, or disposition of fifty percent (50%) or more of the voting stock of Property Owner, including, without limitation, the parent company of Property Owner and the parent company of the parent company of Property Owner, will constitute a sale of the Property for purposes of this article. If Property Owner is a partnership, any change or addition of a general partner of Property Owner, change of partnership interests of Property Owner, or sale, transfer, or disposition of fifty percent (50%) or more of the voting stock or partnership interest of any partner of Property Owner or of any corporation or partnership that directly or indirectly owns or controls any partner of Property Owner, including, without limitation, each parent company of a partner of Property Owner and each parent company of any parent company of a partner of Property Owner, will constitute a sale of the Property for purposes of this section. Any transaction in violation of this section will cause all indebtedness, irrespective of maturity dates, at the option of the City and without demand or notice, immediately to become due in accordance with the terms of the Payment Plan Agreement for Utility Fees.

6. Payments to City shall be personally delivered or mailed to:  
City of Calistoga  
Administrative Services  
1232 Washington Street  
Calistoga, California, 94515

**PROPERTY OWNER**

Dated: \_\_\_\_\_

PROPERTY OWNER

\_\_\_\_\_  
(Print/Sign Owner's Name)

\_\_\_\_\_  
(Print/Sign Owner's Name)

**ACKNOWLEDGMENT**

State of California  
County of Napa } ss.

On \_\_\_\_\_ before me, \_\_\_\_\_, Notary Public,  
personally appeared \_\_\_\_\_, who  
proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to  
the within instrument and acknowledged to me that he/she/they executed the same in his/her/their  
authorized capacity(ies), and that by his/her/their signatures(s) on the instrument the person(s), or the  
entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature

**CITY OF CALISTOGA**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Richard D. Spitler, City Manager

**ACKNOWLEDGMENT**

State of California  
County of Napa } ss.

On \_\_\_\_\_ before me, \_\_\_\_\_, Notary Public,  
personally appeared \_\_\_\_\_, who  
proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to  
the within instrument and acknowledged to me that he/she/they executed the same in his/her/their  
authorized capacity(ies), and that by his/her/their signatures(s) on the instrument the person(s), or the  
entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature

## **EXHIBIT A**

The land referred to herein is situated in the State of California, County of Napa, City of Calistoga, and is described as follows:

Lots 10, 11, 12 and 13 in Block K of Calistoga Proper, so-called as shown on the map entitled, "Map of Calistoga Showing its Extensions, Surroundings and the Hot Sulphur Springs, Napa County, Cal.", filed March 1, 1871 in the office of the County Recorder of said Napa County, said Block K being that block so lettered on said map and bounded on the Northwest by Gerard Street, on the Northeast by Washington Street, on the Southeast by Fir Street, and Southwest by Napa River.

EXCEPTING THEREFROM that portion conveyed in the Deed to Alexander Barsikian, et al, recorded August 17, 1981 in Book 1212 at page 934 of Official Records of Napa County.

ALSO EXCEPTING THEREFROM that portion as described in the Deed to Luigi Ferro, et ux recorded November 29, 1957 in Book 558 at page 140 of Official Records of Napa County.

APN 011-234-012

## Loan Amortization Schedule

Enter values	
Loan amount	\$ 24,865.00
Annual interest rate	3.52 %
Loan period in years	5
Number of payments per year	12
Start date of loan	6/1/2013
Optional extra payments	\$ -

Loan summary	
Scheduled payment	\$ 452.56
Scheduled number of payments	60
Actual number of payments	60
Total early payments	\$ -
Total interest	\$ 2,288.63

Lender name:

Pmt No.	Payment Date	Beginning Balance	Scheduled Payment	Extra Payment	Total Payment	Principal	Interest	Ending Balance	Cumulative Interest
1	7/1/2013	\$ 24,865.00	\$ 452.56	\$ -	\$ 452.56	\$ 379.62	\$ 72.94	\$ 24,485.38	\$ 72.94
2	8/1/2013	24,485.38	452.56	-	452.56	380.74	71.82	24,104.64	144.76
3	9/1/2013	24,104.64	452.56	-	452.56	381.85	70.71	23,722.79	215.47
4	10/1/2013	23,722.79	452.56	-	452.56	382.97	69.59	23,339.81	285.05
5	11/1/2013	23,339.81	452.56	-	452.56	384.10	68.46	22,955.72	353.52
6	12/1/2013	22,955.72	452.56	-	452.56	385.22	67.34	22,570.49	420.86
7	1/1/2014	22,570.49	452.56	-	452.56	386.35	66.21	22,184.14	487.06
8	2/1/2014	22,184.14	452.56	-	452.56	387.49	65.07	21,796.65	552.14
9	3/1/2014	21,796.65	452.56	-	452.56	388.62	63.94	21,408.03	616.07
10	4/1/2014	21,408.03	452.56	-	452.56	389.76	62.80	21,018.26	678.87
11	5/1/2014	21,018.26	452.56	-	452.56	390.91	61.65	20,627.36	740.52
12	6/1/2014	20,627.36	452.56	-	452.56	392.05	60.51	20,235.30	801.03
13	7/1/2014	20,235.30	452.56	-	452.56	393.20	59.36	19,842.10	860.39
14	8/1/2014	19,842.10	452.56	-	452.56	394.36	58.20	19,447.74	918.59
15	9/1/2014	19,447.74	452.56	-	452.56	395.51	57.05	19,052.23	975.64
16	10/1/2014	19,052.23	452.56	-	452.56	396.67	55.89	18,655.56	1,031.52
17	11/1/2014	18,655.56	452.56	-	452.56	397.84	54.72	18,257.72	1,086.25
18	12/1/2014	18,257.72	452.56	-	452.56	399.00	53.56	17,858.71	1,139.80
19	1/1/2015	17,858.71	452.56	-	452.56	400.17	52.39	17,458.54	1,192.19
20	2/1/2015	17,458.54	452.56	-	452.56	401.35	51.21	17,057.19	1,243.40
21	3/1/2015	17,057.19	452.56	-	452.56	402.53	50.03	16,654.66	1,293.43
22	4/1/2015	16,654.66	452.56	-	452.56	403.71	48.85	16,250.96	1,342.29
23	5/1/2015	16,250.96	452.56	-	452.56	404.89	47.67	15,846.07	1,389.96
24	6/1/2015	15,846.07	452.56	-	452.56	406.08	46.48	15,439.99	1,436.44
25	7/1/2015	15,439.99	452.56	-	452.56	407.27	45.29	15,032.72	1,481.73
26	8/1/2015	15,032.72	452.56	-	452.56	408.46	44.10	14,624.25	1,525.83
27	9/1/2015	14,624.25	452.56	-	452.56	409.66	42.90	14,214.59	1,568.72
28	10/1/2015	14,214.59	452.56	-	452.56	410.86	41.70	13,803.73	1,610.42
29	11/1/2015	13,803.73	452.56	-	452.56	412.07	40.49	13,391.66	1,650.91
30	12/1/2015	13,391.66	452.56	-	452.56	413.28	39.28	12,978.38	1,690.19
31	1/1/2016	12,978.38	452.56	-	452.56	414.49	38.07	12,563.89	1,728.26
32	2/1/2016	12,563.89	452.56	-	452.56	415.71	36.85	12,148.18	1,765.12
33	3/1/2016	12,148.18	452.56	-	452.56	416.93	35.63	11,731.26	1,800.75
34	4/1/2016	11,731.26	452.56	-	452.56	418.15	34.41	11,313.11	1,835.16
35	5/1/2016	11,313.11	452.56	-	452.56	419.38	33.19	10,893.73	1,868.35
36	6/1/2016	10,893.73	452.56	-	452.56	420.61	31.95	10,473.13	1,900.30

Pmt No.	Payment Date	Beginning Balance	Scheduled Payment	Extra Payment	Total Payment	Principal	Interest	Ending Balance	Cumulative Interest
37	7/1/2016	10,473.13	452.56	-	452.56	421.84	30.72	10,051.29	1,931.02
38	8/1/2016	10,051.29	452.56	-	452.56	423.08	29.48	9,628.21	1,960.51
39	9/1/2016	9,628.21	452.56	-	452.56	424.32	28.24	9,203.89	1,988.75
40	10/1/2016	9,203.89	452.56	-	452.56	425.56	27.00	8,778.33	2,015.75
41	11/1/2016	8,778.33	452.56	-	452.56	426.81	25.75	8,351.52	2,041.50
42	12/1/2016	8,351.52	452.56	-	452.56	428.06	24.50	7,923.46	2,066.00
43	1/1/2017	7,923.46	452.56	-	452.56	429.32	23.24	7,494.14	2,089.24
44	2/1/2017	7,494.14	452.56	-	452.56	430.58	21.98	7,063.56	2,111.22
45	3/1/2017	7,063.56	452.56	-	452.56	431.84	20.72	6,631.72	2,131.94
46	4/1/2017	6,631.72	452.56	-	452.56	433.11	19.45	6,198.61	2,151.39
47	5/1/2017	6,198.61	452.56	-	452.56	434.38	18.18	5,764.23	2,169.58
48	6/1/2017	5,764.23	452.56	-	452.56	435.65	16.91	5,328.58	2,186.48
49	7/1/2017	5,328.58	452.56	-	452.56	436.93	15.63	4,891.65	2,202.12
50	8/1/2017	4,891.65	452.56	-	452.56	438.21	14.35	4,453.44	2,216.46
51	9/1/2017	4,453.44	452.56	-	452.56	439.50	13.06	4,013.94	2,229.53
52	10/1/2017	4,013.94	452.56	-	452.56	440.79	11.77	3,573.16	2,241.30
53	11/1/2017	3,573.16	452.56	-	452.56	442.08	10.48	3,131.08	2,251.78
54	12/1/2017	3,131.08	452.56	-	452.56	443.38	9.18	2,687.70	2,260.97
55	1/1/2018	2,687.70	452.56	-	452.56	444.68	7.88	2,243.03	2,268.85
56	2/1/2018	2,243.03	452.56	-	452.56	445.98	6.58	1,797.04	2,275.43
57	3/1/2018	1,797.04	452.56	-	452.56	447.29	5.27	1,349.76	2,280.70
58	4/1/2018	1,349.76	452.56	-	452.56	448.60	3.96	901.15	2,284.66
59	5/1/2018	901.15	452.56	-	452.56	449.92	2.64	451.24	2,287.31
60	6/1/2018	451.24	452.56	-	451.24	449.91	1.32	0.00	2,288.63