

**PROMISSORY NOTE – SEWER CONNECTION FEE**

**Borrower:** (all property owners must be listed here and must sign below)

\_\_\_\_\_

**Residence Address:** (provide street address and tax map number)

\_\_\_\_\_

**TOTAL CONNECTION FEE:**       \$6,600.00       **AMOUNT PAID:**     \_\_\_\_\_     **DATE:**     \_\_\_\_\_

1. Goochland County (“Noteholder”), empowered by Virginia Code Section 15.2-2122 to construct, improve, and enlarge sewage disposal systems and set fees and charges related to such systems, has authorized a connection fee payment arrangement for existing residences in the Huguenot Hills neighborhood that connect to the County’s public sanitary sewer system within three months of sewer line availability resulting from the County’s system expansion project. The previously approved \$6,600.00 connection fee can be paid in full or, at the Borrower’s request, in agreement with the terms and conditions of this Promissory Note (“Note”), as evidenced by their signature below.
2. Accordingly, for value received, the undersigned Borrower promises to pay Noteholder, without offset, the principal sum of six thousand six hundred dollars (\$6,600.00). Payment shall be billed bimonthly, separately from the residence bimonthly utility bill, and made in the amount of one hundred ten dollars (\$110.00) in sixty equal bimonthly payments over a 10-year period, with the first payment due on the date of this Note written above and the final payment due 120 months thereafter. Penalties and interest will not be charged provided payments are timely made. Penalties and interest will accrue in the event of default in the same manner as other utility payments as set forth by the Department of Public Utilities policy.
3. The bimonthly payments shall be made payable to **Goochland County, P.O. Box 188, 1800 Sandy Hook Road, Goochland, Virginia 23063** or at such other address as the Noteholder may designate in writing. Prepayment of the Note, in whole or in part, may be made at any time without penalty. Any partial prepayment of the Note shall not affect Borrower’s obligation to make any remaining bimonthly payments until the Note is paid in full.
4. Borrower understands that this Note covers only the sewer connection fee and that any sewer assessment that may also be imposed upon the property and any other sewer permit or other fees are separate and will be due in accordance with County Ordinance or other law.
5. Borrower agrees that if the Property is sold or transferred, Borrower will pay the Note in full from the proceeds of the sale or transfer.
6. **Events of Default.** The Borrower will default on this Note if any one or more of the following events occurs, in which case the entire remaining unpaid principal shall immediately become due and payable and enforceable at law at the sole option of the Noteholder without notice or demand:
  - i) **Property Transfer Without Payoff.** The Borrower sells or otherwise transfers title to the property prior to paying the Note in full.
  - ii) **Nonpayment.** The non-payment, for 60 days after the due date, of any of the required bimonthly payments.
  - iii) **Insolvency.** If Borrower becomes insolvent, or files a petition in bankruptcy, or takes advantage of the Bankruptcy Act and/or any other law for the relief of debtors, or makes an assignment for the benefit of

creditors; or if a receiver, trustee or liquidator (whether temporary or permanent) is appointed for the property of Borrower; or if a proceeding under any bankruptcy law is instituted against the Borrower and such proceedings are not dismissed or vacated within 30 days after such institution; or if Borrower admits, in writing, its inability to pay its debts as they become due; or if Borrower otherwise admits in writing that it is insolvent.

7. Upon default, all unpaid fees and charges, including penalties and interest, shall constitute a lien against the residence ranking on parity with liens for unpaid taxes. As such, a lien may be placed on the property upon Borrower's failure to pay any delinquent charges, in accordance with Virginia Code Section 15.2-2119.
8. Any notice and other communications related to this Note shall be in writing and shall be deemed to have been properly given or served for all purposes when presented personally or sent by United States Registered or Certified Mail – Return Receipt Requested, postage prepaid, at the address written above for each party.
9. The Borrower (i) waives homestead exemption, presentment, demand, protest and notice of all kinds respecting this Note; (ii) waives the benefit of any law or rule of law providing for release or discharge from circumstances other than full payment of all amounts due hereunder including, but not limited to, any statute giving a person the right to require (or providing for discharge in the absence of) the institution of any suit hereon, and (iii) agrees to pay any and all costs of collection, if incurred, including reasonable attorney's fees.
10. This Note is entered into and relates to property located in Goochland County, Virginia, and shall be governed and construed in accordance with the laws of the Commonwealth of Virginia. Borrower agrees that if any suit is commenced to collect this Note, that such suit may be brought in the Courts of Goochland County, Virginia at the sole discretion of the Noteholder.
11. Failure to adhere to the aforementioned terms and conditions shall constitute a breach of the Note resulting in a default. No waiver of a breach of any of the terms, conditions, provisions, or covenants contained in this Note shall be construed as a waiver of any prior or succeeding breach of the same terms, conditions, provisions, or covenants.

**WITNESS** the following signatures and seals. *(all property owners must sign, attach additional pages if necessary)*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
SSN or Tax ID#

**COMMONWEALTH OF VIRGINIA**

**CITY/COUNTY OF \_\_\_\_\_, to-wit:**

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission expires: \_\_\_\_\_

Registration Number: \_\_\_\_\_