



# Blue Ridge Land & Auction Co., Inc

## Online Auction Bidders Agreement

Buyer agrees to immediately enter into the Real Estate Auction Purchase Contract approved by Seller, if declared the high bidder (winning bidder) by the auctioneer during the following auction:

**AUCTION FOR** – EQUUS Inc.

**AUCTION LOCATION** – Online at [www.BlueRidgeLandandAuction.HiBid.com](http://www.BlueRidgeLandandAuction.HiBid.com)

**AUCTION DATE** – Wednesday, April 24<sup>th</sup>, 2024 at 3 PM

\*\*\* Bids at 3 PM extend auction 2 minutes, and each bid during extension(s) restart 2-minute extension

See Paragraph 16 that addresses the **“SOFT CLOSE”**.

**AUCTIONEER** – Matt Gallimore (Broker/Auctioneer) of Blue Ridge Land & Auction Company located at 102 South Locust Street, Floyd VA 24091 (540-745-2005) has contracted with “Seller” to offer to sell at public auction certain real property.

**OFFERING** –

**Legally described as:**

**OFFERING #1** - Parcel ID: 51242; Tax Map No. 0614005000026000; Consisting of +/- 38.2 acres and improvements;

**More Commonly Known As:** 356 Mimosa St, Danville, VA 24541

**OFFERING #2** - Parcel ID: 53969; Tax Map No. 0614005000009000; Consisting of +/- 4.6 acres and improvements; 25 FT EA NOS 11-39 HUNTER ST

**More Commonly Known As:** TBD Hunter St, Danville, VA 24541

- **Online Bidding Open NOW**
- **Online Bidding Closes on Wednesday, April 24<sup>th</sup>, 2024 at 3 PM (EST)**

Bidder agrees that they have read and fully understand the Online Auction Bidders Agreement and the Terms and Conditions of this auction.

It is solely bidders' responsibility to contact the auction company at (540) 745-2005 with any questions regarding the auction, purchase agreement, or terms & conditions, prior to placing any bids in said auction.

### **Online Auction Terms & Conditions**

- 1) **Seller Confirmation Auction:** The property is being offered in an Online Only Auction, with all bids being subject to the Seller's approval.
- 2) **Bidding Registration:** Online bidder hereby agrees that they must be properly registered for the online auction. If you need assistance with registration, contact **Kaitlyn Harman at (540) 745-2005 or by email at [BlueRidgeLandandAuction@gmail.com](mailto:BlueRidgeLandandAuction@gmail.com)**. Seller(s) may at their sole discretion request additional registration requirements from any bidder unknown to them or the auction company.
- 3) **Bidding Opens/Closes:** The Online Only Auction bidding shall be opened and begin closing on the dates and times stated above, subject to the soft close feature as outlined below in (#16).
- 4) **Property Preview Dates:** It is highly recommended that all bidders personally inspect the property prior to placing any bids in the auction. Property inspections are the sole responsibility of the bidders. The property may also be inspected by scheduling an appointment with the Auction Company at (540) 745-2005 or Auctioneer Matt Gallimore at (540) 239-2585.
- 5) **No Financing Contingency:** By participating in this auction, bidders hereby agree that their bid shall **NOT** be subject to the bidder's ability to obtain financing. Financing is NOT a contingency in the purchase agreement. However, if a bidder decides to purchase property with a loan, they should make sure they are approved for a loan and that lender is capable of completing on or before closing date.
- 6) **Buyer's Premium: A Ten Percent (10%)** Buyer's Premium shall be added to the final bid price place online, which will determine the Total Contract Sales Price. Bidders hereby understand that the Buyer's Premium shall be added to the winning bid to create the Total Contract Sales Price for which they are obligated to pay for the property. **Example:** (winning online bid \$100,000 + 10% buyer's premium = total purchase price of \$110,000).
- 7) **Purchase Contract:** Winning bidder hereby agrees to enter into the Real Estate Auction Purchase Contract which has been approved by the Seller, immediately upon being declared the Successful Bidder by the Auctioneer. Upon the close of the auction the winning bidder will be forwarded via email an Auction Real Estate Sales Contract to purchase the property. A signed copy of the Auction Real Estate Sales Contract must be received by **United Country | Blue Ridge Land and Auction** no later than 24 hours from the time said Purchase Contract was sent to the winning bidder. The Auction Real Estate Sales Contract may be e-signed, hand delivered, faxed, or scanned and emailed. A sample purchase contract is available for review online prior to placing any bids in the auction.

- 8) **Earnest Money Deposit:** A **\$10,000 per tract** non-refundable deposit will be wire transferred or hand delivered in the form of certified funds to United Country | Blue Ridge Land and Auction no later than 48 hours following the close of auction. See closing agents contact information below. The balance of the purchase price will be due in full at closing.
- 9) **Closing:** Closing shall be on or before **Monday, June 10<sup>th</sup>, 2024**. Buyers will be afforded the opportunity to close via email, mail, and wire transfer of certified funds.
- 10) **Easements:** The sale of the property is subject to any and all easements of record.
- 11) **Survey:** No survey is required to transfer title to the property and the Seller shall not provide any additional survey. If the Buyer desires a survey, it shall be at the Buyer's sole expense and shall not be a contingency or requirement in the purchase contract.
- 12) **Possession:** Possession of the property will be given upon payment in full of the purchase price and transfer of title, at closing.
- 13) **Deed:** Seller shall execute a general warranty deed conveying the property to the buyer(s).
- 14) **Taxes:** Seller shall pay any previous year's taxes (if due), and the current year's real estate taxes shall be prorated to the date of closing.
- 15) **Online Auction Technology (Disclaimer):** Under no circumstances shall Bidder have any kind of claim against United Country – Blue Ridge Land and Auction, Broker of record, or anyone else, if the Internet service fails to work correctly before or during the auction. Online bidding is subject to technology faults and issues which are outside the control of the auction company. Bidder(s) are encouraged to use the "Maximum Bid" feature on the bidding platform and lock in their maximum bid amount if they are concerned about technology failure during the auction. The SELLER and/or Auction Company reserves the right to **(pause)** the online auction bidding in the event of any internal or external technology failure, to preserve the integrity of the auction event and maintain a fair and impartial bidding environment.
- 16) **Soft Close:** If a bid is received within the last 2 minutes of the auction, the auction close time will automatically extend 2 minutes to allow other bidders an opportunity to competitively bid prior to the auction closing. This feature eliminates "snipers" and encourages fair and impartial bidding from all participants.
- 17) **Disclaimer:** All information provided is believed to be accurate; however, no liability for its accuracy, errors or omissions is assumed. All lines drawn on maps, photographs, etc. are approximate. Buyers should verify the information to their satisfaction. Information is subject to change without notice. There are no warranties either expressed or implied pertaining to this property. Real estate is being sold "As-Is, Where-Is" with NO warranties expressed or implied. Please make all inspections and have financing arranged prior to the end of bidding. The Auctioneer reserves the right to bid on behalf of the Seller up to, but

not beyond the Seller's reserve price (if applicable). The property is available for and subject to sale prior to auction. By participating in this auction, Buyers hereby acknowledge that any bid(s) placed by them is a binding agreement to purchase the property, subject to the bid being approved by Seller (if applicable).

- 18) **Broker Referral Fee:** A Broker Referral Fee of 2% (of the High Bid Price) is offered to VA State Licensed Real Estate Brokers or Salesperson under the following conditions: Referring Agent must contact the Auction company and submit a Broker Participation Form signed by the buyer at least 48 hours prior to auction date. Form must be submitted via email to [BlueRidgeLandandAuction@gmail.com](mailto:BlueRidgeLandandAuction@gmail.com). If these steps have not been completed, a broker referral fee will not be paid.
- 19) **Pre-Auction Sales:** As an agent for the Seller, the Auctioneer must present any and all bona fide written offers to the Seller, which may be created outside of the online bidding platform. Therefore, all properties are subject to pre-auction sales. Pre-auction offers must meet all off the auction terms and conditions and must be submitted to the Auctioneer on the Auction Real Estate Sales Contract, along with the required earnest deposit. Properly submitted offers will be presented to the Seller in a timely manner. Seller may accept or reject such offer at their sole and absolute discretion. When a pre-auction offer is submitted, all properly registered online bidders will be notified that "an offer" has been submitted and on which specific property, however the amount of the offer shall remain confidential. All pre-auction offers must allow a minimum of 24 hours for seller's acceptance. A Broker Referral Fee of 2% (of High Bid Price) is offered to a cooperating VA State Licensed Real Estate Broker or Salesperson on any pre-auction offers that are properly completed and submitted on the appropriate forms provided by the auction company.

Matt Gallimore – United Country Blue Ridge Land and Auction  
Owner, Real Estate Broker, Auctioneer, MBA  
102 South Locust Street; PO Box 234  
Floyd, VA 24091  
540-239-2585  
[Gallimore.Matt@gmail.com](mailto:Gallimore.Matt@gmail.com)

**Individual State License #'s**

Virginia Auctioneer License #	2907004059
Virginia Real Estate Broker License #	0225062681
North Carolina Auctioneer License #	10250
North Carolina Real Estate Broker License #	311692
Tennessee Auctioneer License #	7095
Tennessee Real Estate Broker License #	350819
South Carolina Auctioneer License #	4757

**Firm State License #'s**

Virginia Auction Firm License #	2906000294
Virginia Real Estate Firm License #	0226000240
North Carolina Auction Firm License #	10299
North Carolina Real Estate Firm License #	C35716
Tennessee Real Estate Firm License #	263941
South Carolina Auction Firm License #	4208





# Aerial



**\*\* Aerial, contour, and topo map show approximate boundaries. Use for illustration purposes only. Refer to survey for exact boundaries. \*\***

# Contour

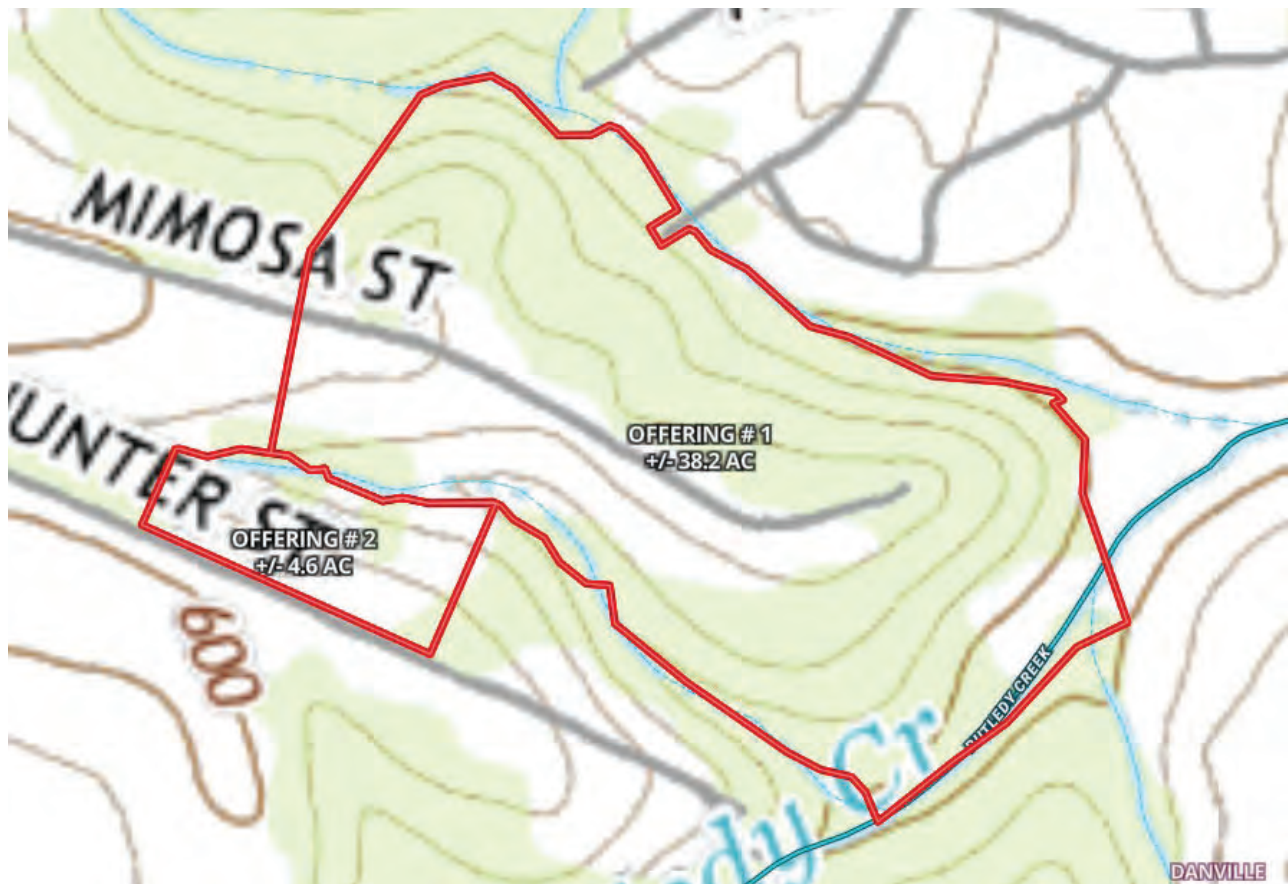


**\*\* Aerial, contour, and topo map show approximate boundaries. Use for illustration purposes only. Refer to survey for exact boundaries. \*\***





# Topo



**\*\* Aerial, contour, and topo map show approximate boundaries. Use for illustration purposes only. Refer to survey for exact boundaries. \*\***





# Neighborhood

356 Mimosa St.,

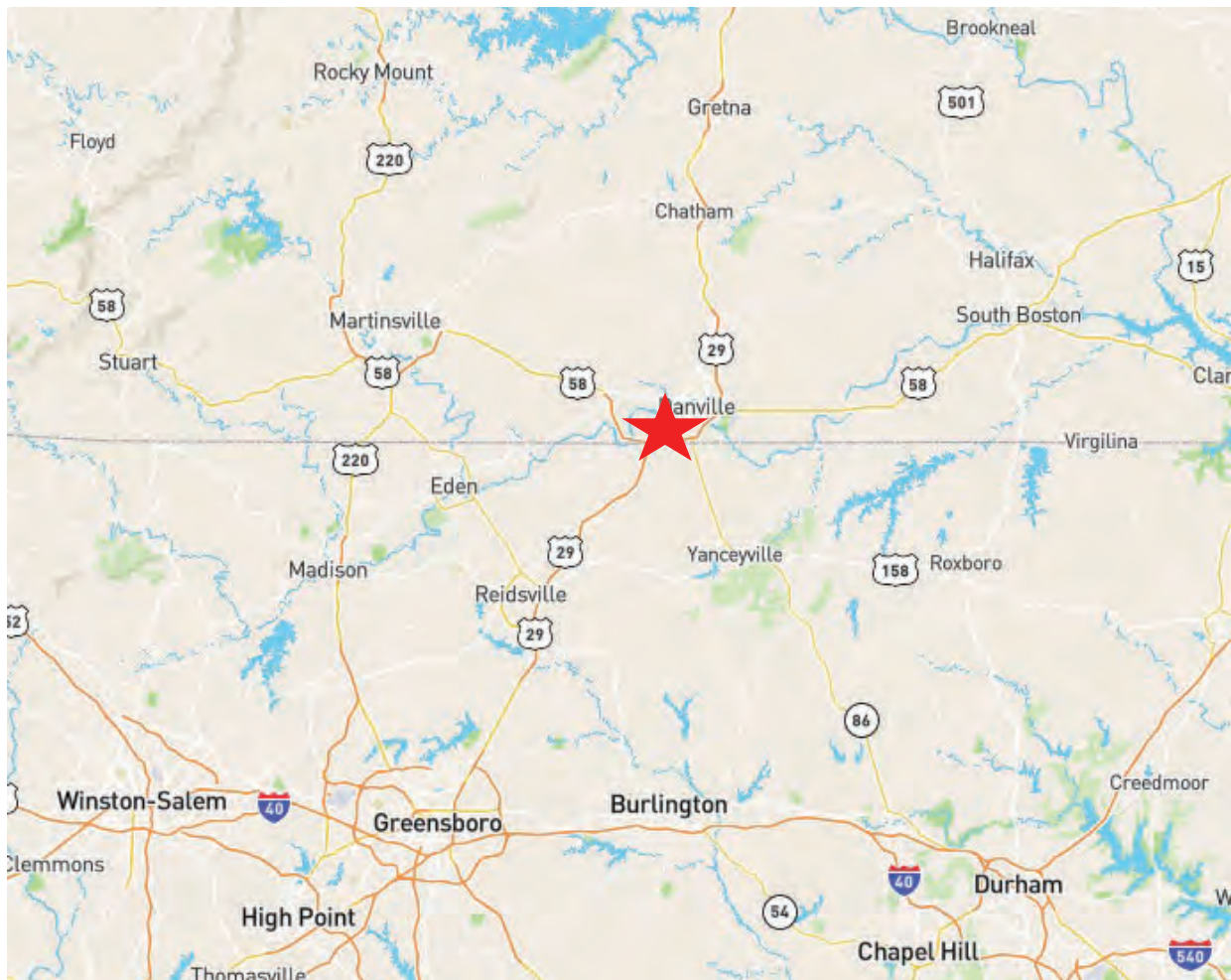
Danville, VA 24541





# Location

356 Mimosa St.,  
Danville, VA 24541





Offering #1

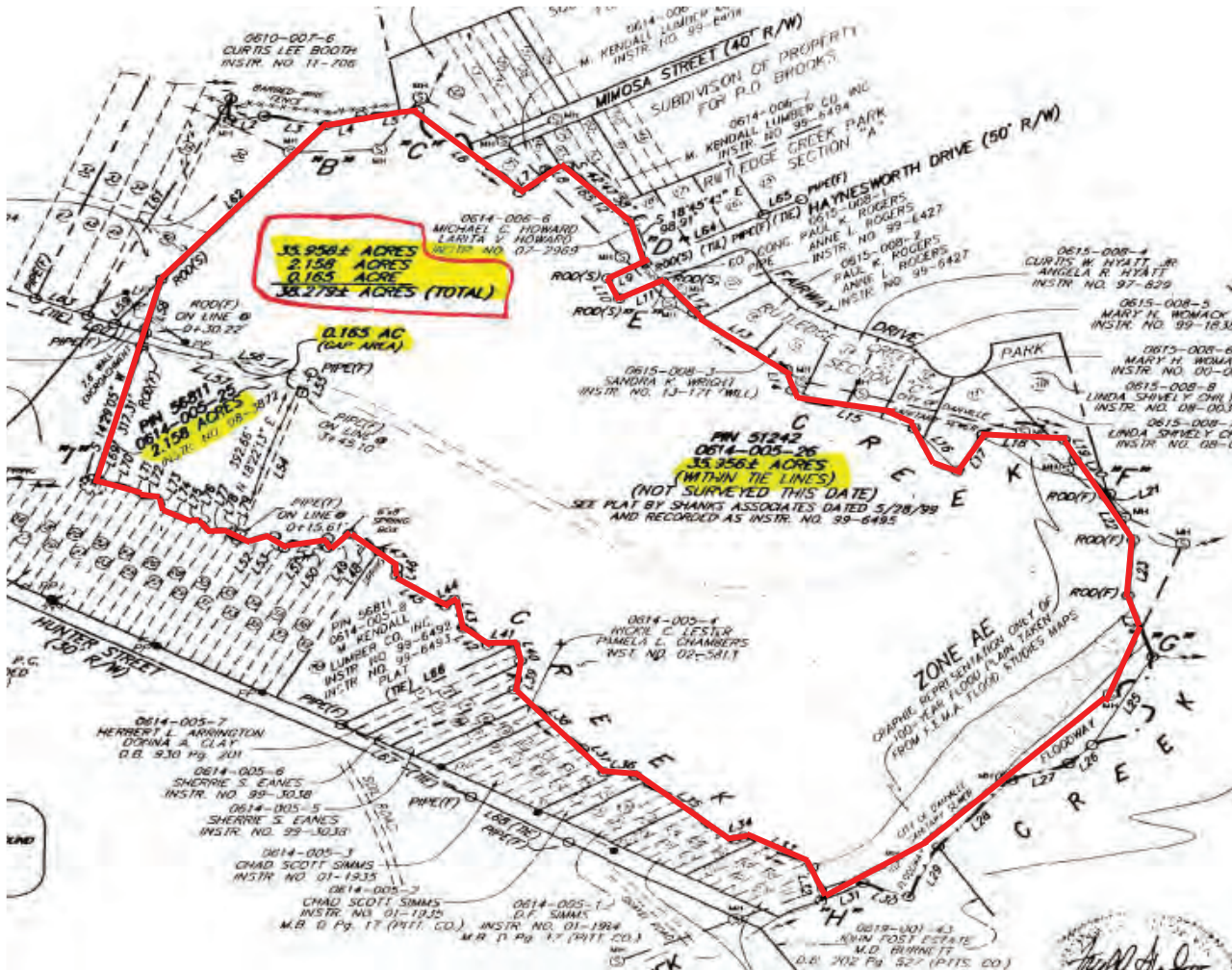


**Auction Services**

# Survey

356 Mimosa St.,

Danville, VA 24541





[illegible]

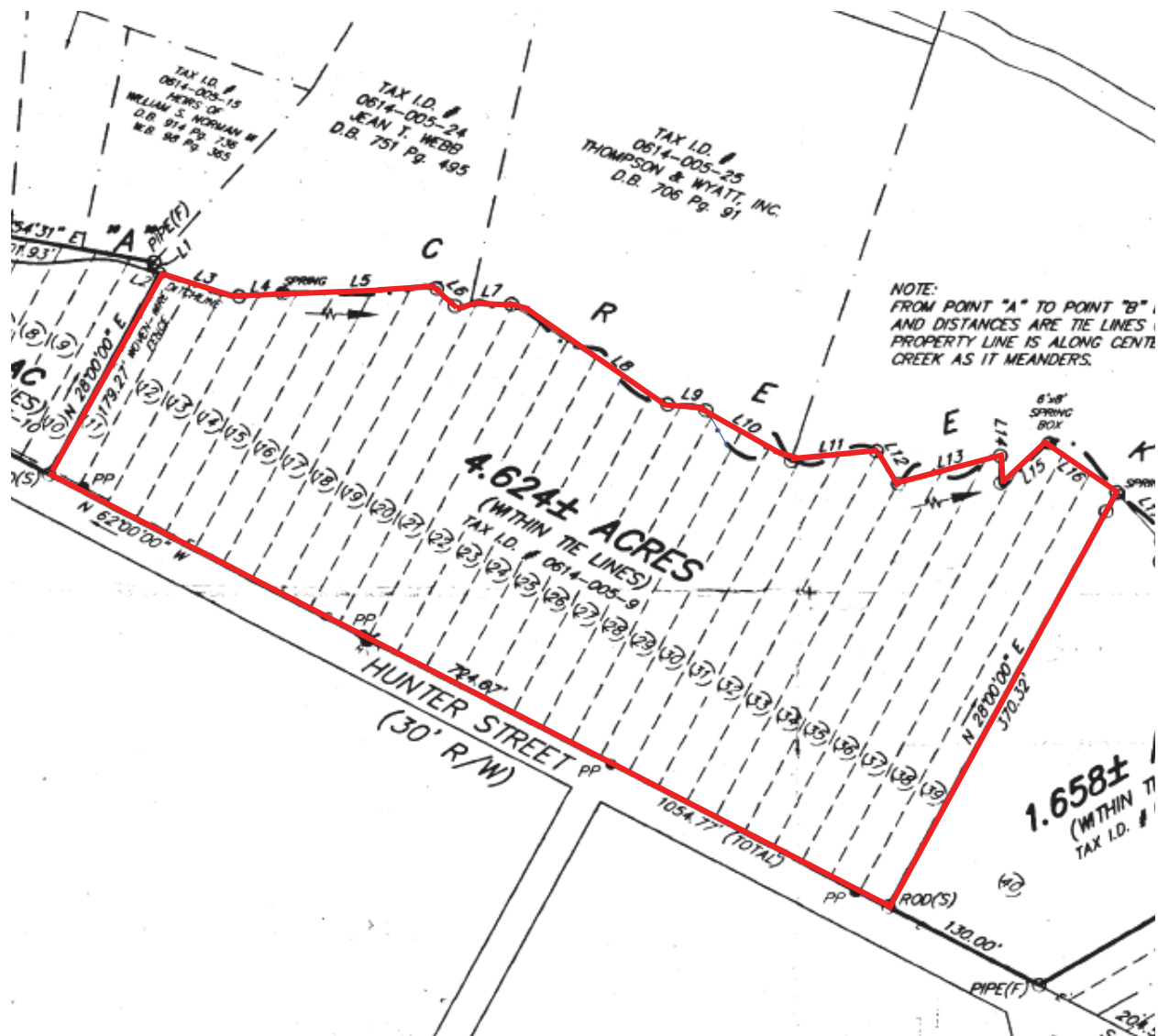


## Offering #2



# Survey

TBD Hunter St.,  
Danville, VA 24541



99-6493

LINE TABLE

LINE	DESCRIPTION	DISTANCE
1	S. 25° 14' 10" W.	2.91
2	S. 89° 50' 00" E.	1.17
3	N. 21° 30' 00" E.	63.56
4	N. 85° 11' 00" E.	33.48
5	N. 85° 20' 00" E.	117.13
6	N. 85° 20' 00" E.	42.89
7	N. 85° 20' 00" E.	12.62
8	S. 85° 20' 00" E.	12.62
9	S. 85° 20' 00" E.	12.62
10	S. 85° 20' 00" E.	12.62
11	N. 21° 30' 00" E.	63.56
12	S. 25° 14' 10" W.	2.91
13	S. 89° 50' 00" E.	1.17
14	N. 21° 30' 00" E.	63.56
15	N. 85° 11' 00" E.	33.48
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19	S. 85° 20' 00" E.	12.62
20	S. 85° 20' 00" E.	12.62
21	N. 21° 30' 00" E.	63.56
22	S. 25° 14' 10" W.	2.91
23	S. 89° 50' 00" E.	1.17

TAX LOT 12  
HERBERT L. ARNOLD  
D.B. 290 Pg. 201

TAX LOT 11  
HERBERT L. ARNOLD  
D.B. 290 Pg. 201

TAX LOT 10  
HERBERT L. ARNOLD  
D.B. 290 Pg. 201

TAX LOT 9  
HERBERT L. ARNOLD  
D.B. 290 Pg. 201

TAX LOT 8  
HERBERT L. ARNOLD  
D.B. 290 Pg. 201

TAX LOT 7  
HERBERT L. ARNOLD  
D.B. 290 Pg. 201

TAX LOT 6  
HERBERT L. ARNOLD  
D.B. 290 Pg. 201

TAX LOT 5  
HERBERT L. ARNOLD  
D.B. 290 Pg. 201

TAX LOT 4  
HERBERT L. ARNOLD  
D.B. 290 Pg. 201

TAX LOT 3  
HERBERT L. ARNOLD  
D.B. 290 Pg. 201

TAX LOT 2  
HERBERT L. ARNOLD  
D.B. 290 Pg. 201

TAX LOT 1  
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D.B. 290 Pg. 201

TAX LOT 4  
HERBERT L. ARNOLD  
D.B. 290 Pg. 201

TAX LOT 3  
HERBERT L. ARNOLD  
D.B. 290 Pg. 201

TAX LOT 2  
HERBERT L. ARNOLD  
D.B. 290 Pg. 201

TAX LOT 1  
HERBERT L. ARNOLD  
D.B. 290 Pg. 201

TAX LOT 12  
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TAX LOT 8  
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D.B. 290 Pg. 201

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D.B. 290 Pg. 201

TAX LOT 6  
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D.B. 290 Pg. 201

TAX LOT 5  
HERBERT L. ARNOLD  
D.B. 290 Pg. 201

TAX LOT 4  
HERBERT L. ARNOLD  
D.B. 290 Pg. 201

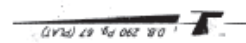
TAX LOT 3  
HERBERT L. ARNOLD  
D.B. 290 Pg. 201

TAX LOT 2  
HERBERT L. ARNOLD  
D.B. 290 Pg. 201

TAX LOT 1  
HERBERT L. ARNOLD  
D.B. 290 Pg. 201



VICINITY SKETCH  
NOT TO SCALE



PLAT OF SURVEY  
FOR  
GEORGE B. BUCHANAN, JR.  
AND  
SARAH J. BUCHANAN  
SHOWING  
LOTS 3 THROUGH 40  
MAP SHOWING  
SUBDIVISION OF LOTS FOR  
N.G. AREY  
D.B. 290 Pg. 67 (PLAT)  
BEING  
TAX L.D. Nos.  
0614-005-8, 9, AND 10  
DANVILLE, VIRGINIA

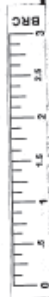
CURRENT OWNER: GEORGE B. BUCHANAN, JR.  
LEGAL REFERENCE: D.B. 331 Pg. 483

SHAWKS ASSOCIATES, P.C.  
ENGINEERS - SURVEYORS - PLANNERS  
PROFESSIONAL BUILDING, SUITE 1  
753 MAIN STREET, DANVILLE, VIRGINIA 24041  
(804) 797-5446; FAX (804) 793-1455  
DATE: 5-28-99 SCALE: 1"=100'  
CALC: AJB DRAWN BY: MLC  
CHECKED BY: JHB F.B.: 59.06  
JOB NO.: 399106



SURVEYOR'S CERTIFICATION  
I HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THIS BOUNDARY  
LINE CORRESPONDS TO THE RECORDS OF THE VIRGINIA STATE BOARD OF ARCHITECTS, PROFESSIONAL ENGINEERS  
AND LAND SURVEYORS, AND THAT THE SAME HAVE BEEN CORRECTLY LOCATED AND PLACED AS  
ESTABLISHED BY THE VIRGINIA STATE BOARD OF ARCHITECTS, PROFESSIONAL ENGINEERS  
(LAND SURVEYORS) AND LANDSCAPE ARCHITECTS  
(LANDSCAPE ARCHITECTS)

5/28/99  
DATE



VIRGINIA, IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF DANVILLE ON THE  
DAY OF November 18 99 AT 10:20 O'CLOCK A.M. THE FOREGOING  
MAP BEING A PART OF DEED RECORDED IN DEED BOOK  
PAGE 24 WAS ADMITTED TO RECORD ACCORDING TO LAWS  
OF VIRGINIA  
Clerk

NOTES:  
1. THIS PLAT WAS PREPARED WITHOUT THE BENEFIT OF A  
TITLE REPORT AND THEREFORE MAY NOT INDICATE ALL  
ENCUMBRANCES AFFECTING THE PROPERTY.  
2. THE PROPERTY IS WITHIN A F.E.M.A. DEFENDED  
FLOOD HAZARD ZONE AS OF 3-16-87 F.E.M.A. STUDIES.  
THE PROPERTY IS WITHIN ZONE C AS SHOWN ON F.E.M.A.  
COMMUNITY FLOOD RISK ZONING MAP.  
3. THIS PLAT IS FOR INFORMATIONAL PURPOSES ONLY AND DOES NOT  
CONSTITUTE A WARRANTY OR ANY OTHER EXPRESS OR  
IMPLIED WARRANTY.



## HUNTER ST

### Summary

**Parcel ID:** 53969

**Address:** HUNTER ST

**Owner Information**

**Owner Name:** EQUUS INC

**Owner Address:** 268 HAWTHORNE DR

**Mail-To:** EQUUS INC

**Mailing Address:** 268 HAWTHORNE DR, DANVILLE, VA  
24541

**Land Information**

**Flood Zones:** N/A

**Enterprise Zones:** N/A

**Historic Districts:** N/A

**Elementary School District:** Schoolfield

**Middle School District:** Westwood

**Value Information**

**Land Value:** \$21,300

**Land Use Value:** N/A

**Improvement:** N/A

**Total:** \$21,300

**Additional Information**

**State Code:** 7097 Vacant Exempt Lot -Charit

**Land Use:** Exempt

**Tax Map:** 0614005000009000

**Approx. Acres:** 4.655

**Legal Description:** 25 FT EA NOS 11-39 HUNTER ST

**Zone:** SR Suburban Residential

**Notes:** Avg Lot: 725.0 X 280.0 6/27/2014-Property transferred to exempt effective July 1, 2014 per City Ordinance No. 2014-04.08 adopted 4/15/2014. 9/18/08 DB 08-3672: 3 lists. DB 01-5143: 2 lists incl acct# 53969 & 51242. DB 99-6492: 5 lists.



## Land

*\*Land area is based on information available, therefore acreage and/or square footage may be approximated.*

**Land Code:** Res FF (30)

**Acres/Units:** 4.49

**Sq. Ft.:** 195584.4

**Front:** N/A

**Effective Front:** 725

**Depth:** 270

**Rate:** \$30

**Adj. Rate:** \$35

**Base Value:** \$25,010

**Adj. Amount:** \$-3,710

**Value:** \$21,300





## Transfers

Deed:	Page:	Sale Date:	Sale Price:	Previous Owner:	Owner:
D 08	3672	09/18/2008	N/A	JIRANEK ROBERT HUGH	EQUUS INC
D 01	5143	10/05/2001	\$46,500	KENDALL M LUMBER COMPANY	JIRANEK ROBERT HUGH
D 99	6492	12/09/1999	\$20,100	BUCHANAN JR GEORGE B	KENDALL M LUMBER COMPANY INC
D 533	493	05/22/1974	N/A	N/A	N/A



## Assessments

Year:	Land:	Use:	Improvements:	Total:
2023	\$21,300	N/A	N/A	\$21,300
2022	\$21,300	N/A	N/A	\$21,300
2021	\$21,300	N/A	N/A	\$21,300
2020	\$21,300	N/A	N/A	\$21,300
2019	\$21,300	N/A	N/A	\$21,300
2018	\$21,300	N/A	N/A	\$21,300
2017	\$21,300	N/A	N/A	\$21,300
2016	\$21,300	N/A	N/A	\$21,300
2015	\$21,300	N/A	N/A	\$21,300
2014	\$21,300	N/A	N/A	\$21,300
2013	\$21,300	N/A	N/A	\$21,300
2012	\$21,300	N/A	N/A	\$21,300
2011	\$21,300	N/A	N/A	\$21,300
2010	\$21,300	N/A	N/A	\$21,300
2009	\$21,300	N/A	N/A	\$21,300
2008	\$21,300	N/A	N/A	\$21,300
2007	\$21,300	N/A	N/A	\$21,300
2006	\$21,300	N/A	N/A	\$21,300
2005	\$21,300	N/A	N/A	\$21,300
2004	\$21,300	N/A	N/A	\$21,300
2003	\$21,300	N/A	N/A	\$21,300
2002	\$21,300	N/A	N/A	\$21,300
2001	\$9,300	N/A	N/A	\$9,300
2000	\$9,300	N/A	N/A	\$9,300







## 356 MIMOSA ST

### Summary

**Parcel ID:** 51242

**Address:** 356 MIMOSA ST

#### Owner Information

**Owner Name:** EQUUS INC

**Owner Address:** 268 HAWTHORNE DR

**Mail-To:** EQUUS INC

**Mailing Address:** 268 HAWTHORNE DR, DANVILLE, VA  
24541

#### Land Information

**Flood Zones:** 1% ANNUAL CHANCE W/ BFEs (AE)

**Enterprise Zones:** N/A

**Historic Districts:** N/A

**Elementary School District:** Schoolfield

**Middle School District:** Westwood

#### Value Information

**Land Value:** \$38,300

**Land Use Value:** N/A

**Improvement:** \$45,200

**Total:** \$83,500

#### Additional Information

**State Code:** 7887 NonProfit Club Exmpt Char

**Land Use:** Exempt

**Tax Map:** 0614005000026000

**Approx. Acres:** 38.36

**Legal Description:** 38.279 AC MIMOSA ST

**Zone:** SR Suburban Residential

**Notes:** EQUUS, INC. 6/27/2014-Property transferred to exempt effective July 1, 2014 per City Ordinance No. 2014-04.08 adopted 4/15/2014. 11/21/2013-Remapped per map dated 9/10/13 & approved 9/27/13 recorded 9/27/13 as Instr #13-3917, retired parcel 56811 combined with this parcel for 2014/15. 9/18/08 DB 08-3672: 3 lists. DB 01-5143: 2 lists incl acct# 51242 & 53969. DB 99-6494: 4 lists.





## Buildings

### Building 1 - Farm Utility Shelter

**Property Class:** N/A

**Style:** N/A

**Year Built:** 2015

**Condition:** N/A

**Story Height:** N/A

**Finished Square Feet:** 4096

**Basement Square Feet:** N/A

**Finished Basement Sq. Ft.:** N/A

**Bedrooms:** N/A

**Dining Rooms:** N/A

**Family Rooms:** N/A

**Living Rooms:** N/A

**Full Bath:** N/A

**Half Bath:** N/A

**Total Rooms:** N/A

*\*Bathrooms are not included in total room count.*

**Features:**

**Size:**



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**Building 2 - Farm Utility Building**

**Property Class:** N/A

**Style:** N/A

**Year Built:** 2015

**Condition:** N/A

**Story Height:** N/A

**Finished Square Feet:** 4096

**Basement Square Feet:** N/A

**Finished Basement Sq. Ft.:** N/A

**Bedrooms:** N/A

**Dining Rooms:** N/A

**Family Rooms:** N/A

**Living Rooms:** N/A

**Full Bath:** N/A

**Half Bath:** N/A

**Total Rooms:** N/A

*\*Bathrooms are not included in total room count.*

**Features:**

**Size:**

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## Land

*\*Land area is based on information available, therefore acreage and/or square footage may be approximated.*

<b>Land Code:</b> RA11 1000	<b>Rate:</b> \$1,000
<b>Acres/Units:</b> 22	<b>Adj. Rate:</b> \$1,000
<b>Sq. Ft.:</b> 958320	<b>Base Value:</b> \$22,000
<b>Front:</b> N/A	<b>Adj. Amount:</b> N/A
<b>Effective Front:</b> N/A	<b>Value:</b> \$22,000
<b>Depth:</b> N/A	

<b>Land Code:</b> RA11 1000	<b>Rate:</b> \$1,000
<b>Acres/Units:</b> 16.28	<b>Adj. Rate:</b> \$1,000
<b>Sq. Ft.:</b> 709156.8	<b>Base Value:</b> \$16,280
<b>Front:</b> N/A	<b>Adj. Amount:</b> \$20
<b>Effective Front:</b> N/A	<b>Value:</b> \$16,300
<b>Depth:</b> N/A	



## Transfers

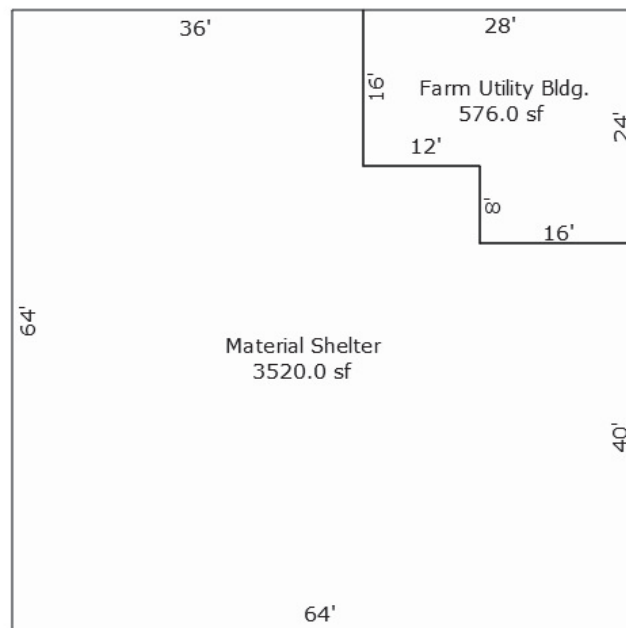
Deed:	Page:	Sale Date:	Sale Price:	Previous Owner:	Owner:
D 08	3672	09/18/2008	N/A	JIRANEK ROBERT HUGH	EQUUS INC
D 01	5143	10/05/2001	\$46,500	KENDALL M LUMBER COMPANY	JIRANEK ROBERT HUGH
D 99	6494	12/09/1999	\$99,800	WOODCREEK DEV CORP	KENDALL M LUMBER COMPANY INC
D 606	4	11/06/1978	N/A	N/A	N/A
D 546	221	05/27/1975	N/A	N/A	N/A





## Assessments

Year:	Land:	Use:	Improvements:	Total:
2023	\$38,300	N/A	\$45,200	\$83,500
2022	\$38,300	N/A	\$45,200	\$83,500
2021	\$38,300	N/A	\$44,000	\$82,300
2020	\$38,300	N/A	\$44,000	\$82,300
2019	\$38,300	N/A	\$44,300	\$82,600
2018	\$38,300	N/A	\$44,300	\$82,600
2017	\$30,100	N/A	\$68,900	\$99,000
2016	\$30,100	N/A	\$68,900	\$99,000
2015	\$30,100	N/A	\$68,000	\$98,100
2014	\$30,100	N/A	N/A	\$30,100
2013	\$28,000	N/A	N/A	\$28,000
2012	\$28,000	N/A	N/A	\$28,000
2011	\$28,000	N/A	N/A	\$28,000
2010	\$28,000	N/A	N/A	\$28,000
2009	\$28,000	N/A	N/A	\$28,000
2008	\$28,000	N/A	N/A	\$28,000
2007	\$28,000	N/A	N/A	\$28,000
2006	\$28,000	N/A	N/A	\$28,000
2005	\$28,000	N/A	N/A	\$28,000
2004	\$28,000	N/A	N/A	\$28,000
2003	\$28,000	N/A	N/A	\$28,000
2002	\$28,000	N/A	N/A	\$28,000
2001	\$80,000	N/A	N/A	\$80,000
2000	\$80,000	N/A	N/A	\$80,000



Sketch by Apex Medina™







# DEED

08-3672  
INSTRUMENT NO.  
CITY OF DANVILLE, VA

PG 0020 SEP 18 8

Return to  
EQUUS, INC.  
28 S. New Street  
Danville, VA

THIS DEED OF GIFT made this 17<sup>th</sup> day of September, 2008, from  
**ROBERT HUGH JIRANEK**, Grantor, to **EQUUS, INC.**, a Virginia non stock, not  
for profit, Corporation, Grantee, and **WORK TO RIDE, INC.**, a Pennsylvania  
Corporation, Party of the Third Part.

## WITNESSETH THAT:

For consideration of the premises, the charitable nature of the Grantee and  
other good and valuable consideration sufficient to the Grantor, the Grantor does  
hereby give, grant, and convey unto the Grantee with General Warranty of Title  
and with English Covenants of Title, all those certain lots or parcels of land, with  
improvements thereon and appurtenances thereunto belonging, lying and being in  
the City of Danville, and more particularly described as follows:

One: All that certain tract of land containing 4.624 acres, more or less,  
consisting of Lots 11 through 39, on a Plat of Survey for George B.  
Buchanan, Jr., et al, recorded in the Clerk's Office of the Circuit Court  
of Danville, Virginia, as Instrument No. 99-6493.

Two: That certain other tract of land containing 35.956 acres, more or  
less, located on Mimosa Street, as shown on a Plat of Survey, dated  
May 28, 1999, recorded in said Clerk's Office as Instrument No. 99-6495.

The two parcels described above are those conveyed to the Grantor  
herein by deed, dated October 4, 2001, Instrument No. 01-5143, in the  
Office of the Clerk of the Circuit Court of the City of Danville.

**The above two parcels bear PIN Nos: 93-53969 and 93-51242,  
respectively.**

Three: That certain other parcel of land containing 2.23 acres, fronting  
on the southern margin of Mimosa Street, shown on a Plat of Survey,  
dated October 1, 1971, for Lois W. Matthews by Shanks & Wilmarth  
duly recorded in the Clerk's Office of the Circuit Court of the City of  
Danville, Virginia; and being, in fact, the same property conveyed to  
the Grantor herein by deed, dated August 5, 2003, as Instrument No.  
03-4512, to which reference is hereby made.

**The aforesaid parcel bears Identification No. 93-56811023.**

The above three parcels are all subject to such easements, conditions,  
restrictions, and agreements of record or in place and affecting said  
property.

This conveyance is subject to the following:

The Grantee herein is a tax exempt organization, pursuant to Section



501 (c) (3) of the Internal Revenue Code and Regulations adopted pursuant thereto. It is a non stock, not for profit corporation pursuant to Title 13.1-801, *et seq.*, of the Virginia Code Annotated. If and at such time as the Grantee Corporation shall lose, or be disqualified for, the tax exemption provided for in §501 (c)(3), or at such time as the corporation shall be dissolved, or begin the process of dissolving in any method recognized under the laws of Virginia, the title passing to said real estate, pursuant to this deed, shall forthwith cease as to the Grantee herein, and vest in the party of the third part to this deed, to wit: Work to Ride, Inc., a non stock, not for profit corporation existing under the laws of the State of Pennsylvania, and whose address is Chamounix Equestrian Center, 98 Chamounix Drive, Philadelphia, Pennsylvania 19131. If Work to Ride, Inc., shall not be a viable 501(c)(3) organization at such time as title would otherwise vest, pursuant to the aforesaid in the asset, then the property, upon the failure of title to the Grantee herein as aforesaid, shall cease and the real estate assets described herein shall pass pursuant to §13.1-907 (A) of the Virginia Code Annotated, as the same is in effect as of the date of this deed.

**EXEMPT FROM RECORDING TAXES PURSUANT TO §58.1-811 (D) OF THE VIRGINIA CODE ANNOTATED.**

WITNESS my hand and seal:

*Robert Hugh Jiranek*  
ROBERT HUGH JIRANEK

STATE OF VIRGINIA  
COUNTY OF PITTSYLVANIA, TO-WIT:

Subscribed and sworn to before me by **ROBERT HUGH JIRANEK** this

17<sup>th</sup> day of September, 2008.



*Linda Draud*  
Notary Public

My Commission Expires: July 31, 2010

Registration No.: 315670

State Tax	039	
City Tax	214	
Transfer	212	<u>1.00</u>
Grantor Tax	038/220	
DPF	036	
OPF	035	<u>15.50</u>
Clerk	301	<u>15.50</u>
VSLF	145	<u>1.50</u>
TFF	106	<u>5.00</u>
Total	\$	<u>23.00</u>

VIRGINIA: CLERK'S OFFICE OF THE CIRCUIT COURT OF CITY OF DANVILLE

The foregoing instrument with acknowledgement was admitted to record on Sept 18 2008 at 11:01 a.m.

TESTE: GERALD A. GIBSON, CLERK

*Gerald A. Gibson*  
Given/Mailed to: Egus

## CONTRACT OF PURCHASE

THIS CONTRACT OF PURCHASE (hereinafter "Contract") is made as of April 24<sup>th</sup> 2024, between EQUUS INC., of record of the Property sold herein (hereinafter referred to as the "Seller"), and \_\_\_\_\_ (hereinafter referred to as the "Purchaser", whether one or more). The Purchaser was the successful bidder at a public auction of the Property held on this date and this Contract restates the terms of sale announced prior to the auction sale.

- 1. Real Property.** Purchaser agrees to buy, and Seller agrees to sell the land and all improvements thereon and appurtenances thereto which fronts upon a public street or has a recorded access easement to a public street (hereinafter referred to as the "Property"), located in the County of Floyd, Virginia, and described as:

**OFFERING #1** - Parcel ID: 51242; Tax Map No. 0614005000026000; Consisting of +/-38.2 acres and improvements;

**Address:** 356 Mimosa St, Danville, VA 24541

**OFFERING #2** - Parcel ID: 53969; Tax Map No. 0614005000009000; Consisting of +/-4.6 acres and improvements; 25 FT EA NOS 11-39 HUNTER ST

**Address:** TBD Hunter St, Danville, VA 24541

- 2. Purchase Price:** The purchase price of the Property is equal to the auction bid price plus 10% Buyer's Premium, which is as follows: \_\_\_\_\_

\_\_\_\_\_ (hereinafter referred to as the "Purchase Price"), which shall be paid to the Settlement Agent (designated below) at settlement ("Settlement") by certified or cashier's check, or wired funds, subject to the prorations described herein.

- 3. Deposit.** Purchaser has made a deposit with the Auction Company, of \$10,000 PER TRACT (hereinafter referred to as the "Deposit"). The Deposit shall be held by the Auction Company, pursuant to the terms of this Contract, until Settlement and then applied to the Purchase Price.

- 4. Settlement Agent and Possession.** Settlement shall be made at \_\_\_\_\_ on or before June 10<sup>th</sup> 2024 ("Settlement Date"). Time is of the essence. Possession shall be given at Settlement.

- 5. Required Disclosures.**

(a) **Property Owners' Association Disclosure.** Seller represents that the Property is not located within a development that is subject to the Virginia Property Owners' Association Act ("Act") (Virginia Code § 55-508 through § 55-516). If the Property is within such a development, the Act requires Seller to obtain an association disclosure packet from the property owners' association and provide it to Purchaser.

Seller's Initials \_\_\_\_\_

Purchaser's Initials \_\_\_\_\_

The information contained in the association disclosure packet shall be current as of a specified date which shall be within 30 days of the date of acceptance of the Contract by the Seller. Purchaser may cancel this Contract: (i) within 3 days after the date of the Contract, if on or before the date that Purchaser signs the Contract, Purchaser receives the association disclosure packet or is notified that the association disclosure packet will not be available; (ii) within 3 days after hand-delivered receipt of the association disclosure packet or notice that the association disclosure packet will not be available; or (iii) within 6 days after the post-marked date, if the association disclosure packet or notice that the association disclosure packet will not be available is sent to Purchaser via the United States mail. Purchaser may also cancel the Contract, without penalty, at any time prior to Settlement if Purchaser has not been notified that the association disclosure packet will not be available and the association disclosure packet is not delivered to Purchaser. Purchaser's notice of cancellation shall be either hand-delivered or sent via United States mail, return receipt requested, to Seller. Purchaser's cancellation pursuant to this subsection shall be without penalty. This Contract shall become void upon cancellation and the Deposit shall be refunded in full to Purchaser upon Purchaser's notice of cancellation.

If more than 6 months have elapsed between the date of ratification of this Contract and the Settlement Date, Purchaser may submit a copy of the Contract to the property owners' association along with a request for assurance that the information required by Virginia Code § 55-512 previously furnished to Purchaser in the association disclosure packet remains materially unchanged; or, if there have been material changes, a statement specifying such changes. Purchaser shall be provided with such assurances or such statement within 10 days of the receipt of such request by the property owner's association. Purchaser may be required to pay a fee for the preparation and issuance of the requested assurances. Said fee shall reflect the actual costs incurred by the property owners' association in providing such assurances but shall not exceed \$100.00 or such higher amount as may now or hereafter be permitted pursuant to applicable statutes.

Any rights of Purchaser to cancel the Contract provided by the Act are waived conclusively if not exercised prior to Settlement.

(b) **Virginia Residential Property Disclosure Act.** The Virginia Residential Property Disclosure Act (§55-517 et seq. of the Code of Virginia) requires the owner of certain residential real property, whenever the property is to be sold or leased with an option to buy, to furnish to the purchaser a RESIDENTIAL PROPERTY DISCLOSURE STATEMENT stating the owner makes certain representations as to the real property. Said form is not attached because property is vacant land and exempt.

(c) **Virginia Condominium Act.** Pursuant to Virginia Code § 55-79.97, Seller represents that the Property is not a condominium unit. If the Property is a condominium unit, this Contract is subject to the Virginia Condominium Act that requires Seller to furnish Purchaser with certain financial and other disclosures prior to entering into a binding contract. If the required disclosures are unavailable on the date of ratification, Seller shall

Seller's Initials \_\_\_\_\_

Purchaser's Initials \_\_\_\_\_

promptly request them from the unit condominium owners' association and provide them to Purchaser who shall acknowledge receipt in writing upon delivery. If Purchaser fails to receive the disclosures within 15 days after the date of ratification of this Contract or the disclosures are found unacceptable to Purchaser, Purchaser may void this Contract by delivering notice to the Broker within 3 days after the disclosures are received or due (if not received) and Purchaser's Deposit shall be returned promptly.

If more than 60 days have lapsed between the date of ratification of this Contract and the Settlement Date, Purchaser may submit a copy of the Contract to the unit owners' condominium association with a request for assurance from the unit owners' condominium association that there have been no material changes from the previously furnished information from the unit owners' condominium association.

Purchaser may declare this Contract void within 3 days after either receipt of the required disclosures or of notice that there are material changes, or the failure of the condominium unit owners' association to provide assurances (within 10 days after receipt of Purchaser's request) that there have been no material changes.

(d) **Mechanics' and Materialmen's Liens.**

NOTICE

Virginia law (Virginia Code § 43-1 *et seq.*) permits persons who have performed labor or furnished materials for the construction, removal, repair or improvement of any building or structure to file a lien against the Property. This lien may be filed at any time after the work is commenced or the material is furnished, but not later than the earlier of (i) 90 days from the last day of the month in which the lienor last performed work or furnished materials or (ii) 90 days from the time the construction, removal, repair or improvement is terminated.

AN EFFECTIVE LIEN FOR WORK PERFORMED PRIOR TO THE SETTLEMENT DATE MAY BE FILED AFTER SETTLEMENT. LEGAL COUNSEL SHOULD BE CONSULTED.

(e) **Title Insurance Notification.** Purchaser may wish at Purchaser's expense to purchase owner's title insurance. Depending on the particular circumstances of the transaction, such insurance could include affirmative coverage against possible mechanics' and materialmen's liens for labor and materials performed prior to Settlement and which, though not recorded at the time of recordation of Purchaser's deed, could be subsequently recorded and would adversely affect Purchaser's title to the Property. The coverage afforded by such title insurance would be governed by the terms and conditions thereof, and the premium for obtaining such title insurance coverage will be determined by its coverage.

Seller's Initials \_\_\_\_\_

Purchaser's Initials \_\_\_\_\_



(f) **Choice of Settlement Agent.** Virginia's Consumer Real Estate Settlement Protection Act provides that the purchaser or borrower has the right to select the settlement agent to handle the closing of this transaction. The settlement agent's role in closing this transaction involves the coordination of numerous administrative and clerical functions relating to the collection of documents and the collection and disbursement of funds required to carry out the terms of the contract between the parties. If part of the purchase price is financed, the lender for the purchaser will instruct the settlement agent as to the signing and recording of loan documents and the disbursement of loan proceeds. No settlement agent can provide legal advice to any party to the transaction except a settlement agent who is engaged in the private practice of law in Virginia and who has been retained or engaged by a party to the transaction for the purpose of providing legal services to that party.

Variation by agreement: The provisions of the Consumer Real Estate Settlement Protection Act may not be varied by agreement, and rights conferred by this chapter may not be waived. The Seller may not require the use of a particular settlement agent as a condition of the sale of the property.

Escrow, closing and settlement service guidelines: The Virginia State Bar issues guidelines to help settlement agents avoid and prevent the unauthorized practice of law in connection with furnishing escrow, settlement or closing services. As a party to a real estate transaction, the purchaser or borrower is entitled to receive a copy of these guidelines from your settlement agent, upon request, in accordance with the provisions of the Consumer Real Estate Settlement Protection Act.

## 6. Standard Provisions.

(a) **Deposit.** If Purchaser fails to complete settlement on or before the Settlement Date, time being of the essence, the Deposit shall be forfeited to the Seller. Such forfeiture shall not limit any liability of the defaulting Purchaser or any rights or remedies of the Seller with respect to any such default, and the defaulting Purchaser shall be liable for all costs of re-sale of the Property (including attorney's fees of Seller), plus any amount by which the ultimate sale price for the Property is less than the defaulting purchaser's bid. After any such default and forfeiture, the Property may, at the discretion of the Seller, be conveyed to the next highest bidder of the Property whose bid was acceptable to the Seller. In the event the Seller does not execute a deed of conveyance for any reason, the Purchaser's sole remedy shall be the refund of the deposit. Immediately upon delivery of the deed for the Property by the Seller, all duties, liabilities, and obligations of the Seller, if any, to the purchaser with respect to the Property shall be extinguished.

(b) **Expenses and Prorations.** Seller agrees to pay the costs of preparing the deed, certificates for non-foreign status and state residency and the applicable IRS Form 1099, and the recordation tax applicable to grantors. Except as otherwise agreed herein, all other expenses incurred by Purchaser in connection with the Contract and the transaction set forth therein, including, without limitation, title examination costs, insurance premiums,

Seller's Initials \_\_\_\_\_

Purchaser's Initials \_\_\_\_\_

survey costs, recording costs, loan document preparation costs and fees of Purchaser's attorney, shall be borne by Purchaser. All taxes, assessments, interest, rent and mortgage insurance, if any, shall be prorated as of Settlement. In addition to the Purchase Price, Purchaser shall pay Seller (i) for all propane remaining on the Property (if any) at the prevailing market price as of Settlement and (ii) any escrow Deposits made by Seller which are credited to Purchaser by the holders thereof.

(c) **Title.** At Settlement, Seller shall convey to Purchaser good and marketable fee simple title to the Property by **Deed of General Warranty**, free of all liens, tenancies, defects and encumbrances, except as otherwise indicated herein, and subject only to such restrictions and easements as shall then be of record which do not affect the use of the Property for residential purposes or render the title unmarketable. If a defect is found which can be remedied by legal action within a reasonable time, Seller shall, at Seller's expense, promptly take such action as is necessary to cure the defect. If Seller, acting in good faith, is unable to have such defect corrected within 60 days after notice of such defect is given to Seller, then this Contract may be terminated by either Seller or Purchaser. Purchaser may extend the date for Settlement to the extent necessary for Seller to comply with this Paragraph but not longer than 60 days.

(d) **Land Use Assessment.** In the event the Property is taxed under land use assessment and this sale results in disqualification from land use eligibility, Seller shall pay, when assessed, whether at or after Settlement, any rollback taxes assessed. If the Property continues to be eligible for land use assessment, Purchaser agrees to make application, at Purchaser's expense, for continuation under land use, and to pay any rollback taxes resulting from failure to file or to qualify.

(e) **Risk of Loss.** All risk of loss or damage to the Property by fire, windstorm, casualty or other cause, or taking by eminent domain, is assumed by Seller until Settlement. In the event of substantial loss or damage to the Property before Settlement, Purchaser shall have the option of either (i) terminating this Contract, or (ii) affirming this Contract, with appropriate arrangements being made by Seller to repair the damage, in a manner acceptable to Purchaser, or Seller shall assign to Purchaser all of Seller's rights under any applicable policy or policies of insurance and any condemnation awards and shall pay over to Purchaser any sums received as a result of such loss or damage.

(f) **Property Sold "As Is".** Purchaser agrees to accept the Property at Settlement in its present physical condition. No representations or warranties are made as to zoning, structural integrity, physical condition, environmental condition, construction, workmanship, materials, habitability, fitness for a particular purpose, or merchantability of all or any part of the Property.

(g) **Counterparts.** This Contract may be executed in one or more counterparts, with each such counterpart to be deemed an original. All such counterparts shall constitute a single agreement binding on all the parties hereto as if all had signed a single document. It is

Seller's Initials \_\_\_\_\_

Purchaser's Initials \_\_\_\_\_

not necessary that all parties sign all or any one of the counterparts, but each party must sign at least one counterpart for this Contract to be effective.

(h) **Assignability.** This Contract may not be assigned by either Seller or Purchaser without the written consent of the other.

(i) **Miscellaneous.** The parties to this Contract agree that it shall be binding upon them, and their respective personal representatives, successors and assigns, and that its provisions shall not survive Settlement and shall be merged into the deed delivered at Settlement except for the provisions relating to rollback taxes. This Contract contains the final agreement between the parties hereto, and they shall not be bound by any terms, conditions, oral statements, warranties or representations not herein contained. This Contract shall be construed under the laws of the Commonwealth of Virginia.

Seller's Initials \_\_\_\_\_

Purchaser's Initials \_\_\_\_\_



IN WITNESS WHEREOF, the Purchaser and the Seller have duly executed this Contract as of the day and year first above written.

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EQUUS Inc.

---

Date

---

Purchaser Name

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Address

---

Phone #

---

Email

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(Purchaser signature)

---

Date

---

Purchaser Name

---

Address

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Phone #

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Email

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(Purchaser signature)

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Date

Seller's Initials \_\_\_\_\_

Purchaser's Initials \_\_\_\_\_

## ARTICLE 3.C: - S-R, SUBURBAN RESIDENTIAL DISTRICT (Single Family Residential District)

**ZONING**

## A. - Purpose and Intent.

The S-R, Suburban Residential District is created to provide for single family detached residences at subdivision densities which are compatible with the Comprehensive Plan's goals for traditional suburban-scaled residential development in Danville. The average density of three units per acre establishes the S-R District as the City's medium density district for detached residences. The S-R district shall require public water and sewer service, public streets, and sidewalks as minimum subdivision improvements. Recognizing prevailing storm drainage deficiencies in and around the City, new subdivisions shall be constructed with a storm water conveyance system.

Cluster residential development shall be encouraged in the S-R District (by special permit) in order to promulgate the City's objectives for environmental preservation, architectural harmony and consistency, adequacy of open space and recreation areas, and enhanced quality neighborhood improvements in new residential subdivisions. Provisions are included herein to permit cluster subdivisions with densities up to two-thirds higher than conventional subdivisions.

The S-R District may be applied to both undeveloped tracts and existing stable neighborhoods in appropriate locations recognized by the Comprehensive Plan. The intent of the district shall be to preserve existing natural features and vegetation, promote excellence in site planning and landscape design, facilitate the efficient layout and orientation of public utilities and community infrastructure, and encourage housing with compatible scale and character of architecture. No more than one single family dwelling shall be permitted per subdivision lot. No lots shall be permitted with private domestic wells or septic systems.

(Ord. No. 2004-02.04, Art. 3.C, § A, 2-17-04 Ord. No. 2023-02.02, 2-7-23)

## B. - Permitted Uses.

1. Single family detached dwellings, with public water and sewer service.
2. Accessory buildings and uses, limited to detached carport and garages, tool sheds, children's playhouses and play structures, doghouses, and accessory off-street parking and loading spaces.
3. Churches and places of worship.
4. Home occupations.
5. Private swimming pools and tennis courts.
6. Public parks and playgrounds.
7. Yard sale and/or garage sale (temporary).

(Ord. No. 2004-02.04, Art. 3.C, § B, 2-17-04)

C. - Uses Permitted by Special Use Permit.

1. Agriculture, forestry and horticultural uses of non-commercial nature.
2. Attached residential (permitted only within zero lot line configuration-see #21 below).
3. Bed and breakfast inn, or tourist home.
4. Cemeteries.
5. Cluster residential subdivisions.
6. Commercial swimming pools and tennis courts (except as may be approved on a general development plan).
7. Cupolas, spires and steeples for public and semi-public uses.
8. Day care centers (adult and child).
9. Golf course, but not including a par 3 course, miniature golf course or driving range.
10. Group home.
11. Libraries.
12. Museums, historic sites and shrines.
13. Nursery schools.
14. Private clubs and lodges.
15. Private community facilities, recreation uses and other common area improvements normally associated with a planned residential development limited to use by residents of the subdivision.
16. Public uses and utilities.
17. Storage lots for recreational vehicles.
18. Schools, colleges and universities (public and private).
19. Temporary real estate marketing offices for new subdivisions.
20. Waiver of contiguous open space parcel requirement.
21. Waiver of district size for cluster subdivisions.
22. Waiver of side yard requirement to permit zero lot-line residential dwellings (only permitted for new construction). This option shall only be available under a cluster subdivision development, and as such, the total density may not exceed that which is allowed within cluster subdivisions.
23. Accessory building (i.e., barn, stable, silo, corn crib, etc.) or accessory use without a primary building being located on the parcel.
24. Family day care home.
25. Wildlife rehabilitation center.
26. Transitional living shelter.



27. Post-release housing.
28. Urban agriculture.
29. Short-term rental, as principal use.

(Ord. No. 2004-02.04, Art. 3.C, § C, 2-17-04; Ord. No. 2012-08.02, 8-21-12; Ord. No. 2012-12.07, 12-18-12; Ord. No. 2013-02.03, 2-19-13; Ord. No. 2013-06.01, 6-4-13; Ord. No. 2013-10.06, 10-17-13; Ord. No. 2015-07.05, 7-21-15; Ord. No. 2019-07.05, 7-2-19; Ord. No. 2023-04.06, 4-4-23)

D. - Maximum Density.

1. Conventional Subdivisions: Three (3.0) units per net developable acre.
2. Cluster Subdivisions: Five (5.0) units per net developable acre.

(Ord. No. 2004-02.04, Art. 3.C, § D, 2-17-04)

E. - Lot Size Requirements.

1. Minimum district size for cluster subdivisions: Five (5) acres.
2. Minimum lot area:
  - A. Conventional lot: 10,000 square feet.
  - B. Cluster lot: 8000 square feet.
3. Minimum lot width:
  - A. Conventional lot:
    - (1) Interior lot: 80 feet.
    - (2) Corner lot: 100 feet.
  - B. Cluster lot:
    - (1) Interior lot: 60 feet.
    - (2) Corner lot: 90 feet.
4. Minimum lot depth:
  - A. Conventional lot:
    - (1) Interior lot: 120 feet.
    - (2) Corner lot: 100 feet.
  - B. Cluster lot:
    - (1) Interior lot: 90 feet.
    - (2) Corner lot: 90 feet.

(Ord. No. 2004-02.04, Art. 3.C, § E, 2-17-04)

F. - Bulk Regulations.

1. Height:
  - A. Residential building height: 35 feet.
  - B. Public or semi-public building: 45 feet, provided that required front, rear, and side yards shall be increased by 1 foot for each foot of height over thirty-five feet.
  - C. Cupolas, spires and steeples (by special permit): 90 feet.
  - D. Accessory buildings: 24 feet.
2. Minimum yard requirements:
  - A. Conventional lot:
    - (1) Front yard: 30 feet.
    - (2) Interior and street side yards: 15 feet.
    - (3) Rear yard: 30 feet.  
5 feet (accessory uses)
  - B. Cluster lot:
    - (1) Front yard: 25 feet.
    - (2) Interior and street side yards: 6 feet.
    - (3) Rear yard: 25 feet, 5 feet (accessory uses).
  - C. In addition to the above regulations, the yard requirements for uses and structures other than residential dwellings and residential accessory uses shall be further regulated by floor area ratio and lot coverage ratios. A maximum floor area ratio equal to 0.25 shall apply to such non-residential uses and structures, with a maximum percentage of lot coverage equal to 20%. The location of all such non-residential uses shall be subject to site plan approval.

(Ord. No. 2004-02.04, Art. 3.C, § F, 2-17-04; Ord. No. 2022-02.01, Exh. A, 2-1-22)

#### G. - Landscaping, Open Space and Recreation Areas.

1. In subdivisions approved for cluster development, twenty percent (20%) of the gross site area shall be common open space dedicated to common usage and ownership. Twenty-five percent (25%) of the required open space area shall be developed as active recreational and active community open space, as defined.
2. In conventional subdivisions with 50 or more lots, ten percent (10%) of the gross site area shall be common open space dedicated to common usage and ownership. Fifty percent (50%) of the required common open space area shall be developed as active recreational and active community open space, as defined. If a subdivision with 50 or more lots is located within one-half

mile of an existing City park, then the subdivision may apply to the Planning and Zoning Administrator for a waiver of the 50% recreational and active community open space requirement.

3. Stormwater management basins and structures and BMP facilities may be counted towards the minimum open space requirement provided that these basins, structures, and facilities include the appropriate landscaping and maintenance in accordance with the Landscape and Screening Regulations.
4. For cluster and conventional subdivisions, no more than 40% of the required common open space shall consist of land classified as 100 year floodplain, stream valleys, wetlands, water features, stormwater management and BMP facilities, slopes greater than 30%, and/or drainage easements.
5. Required open space shall be contiguous and shall occupy a single parcel within the subdivision unless otherwise approved by the Planning Commission.
6. Open space credit shall not be given for lands which are included in or reserved for public rights-of-way or private travelways, loading areas, required sidewalks or parking areas. Sidewalks and parking areas designed for and devoted entirely to the provision of access to open space may be counted towards open space in net developable area computations.
7. Open space shall be accessible to all residential lots within the subdivision via dedicated pedestrian access easements. Where bike and pedestrian trails intended for public use have been designated by the adopted Comprehensive Plan or the Capital Improvements Plan, access easements shall be provided, where appropriate, within the subdivision to link these trails to common open space areas. These access easements may be counted towards open space in net developable area computations.
8. All open space shall be further regulated by landscaping requirements.
9. All common open space, recreational areas and other common properties shall be preserved for their intended purpose as shown on the approved General Development Plan and shall be established by metes and bounds on the Final Subdivision Record Plat.
10. Common open space, recreational areas and other common properties shall be owned, administered and maintained by a not-for-profit, property owners' association, provided, however, that a portion or all of such properties may be dedicated to the City subject to and at the sole discretion of the City for acceptance at time of plat recordation. Property owners' association by-laws, articles of incorporation and restrictive covenants shall be submitted with any application for subdivision plat approval. Prior to final approval of a subdivision plat including properties to be owned by a property owners' association, the City Attorney shall review and approve the bylaws, articles of incorporation and restrictive covenants.
- 11.

For open space, recreational areas and other common properties to be retained by the property owners' association of a subdivision, the initial developer/owner of the subdivision must establish the owners' association as a legal entity prior to the recordation of the final plat. Membership in the association shall be mandatory for all lot owners within the subdivision. The owners' association shall own all common open space and recreational facilities and shall provide for their perpetual administration, maintenance and operation.

12. Common open space, recreational areas and other common properties are not subject to the street frontage requirements referred to in the General Regulations, Article 2.

(Ord. No. 2004-02.04, Art. 3.C, § G, 2-17-04)

#### H. - Conventional and Cluster Subdivisions: Net Developable Area Calculation.

1. Notwithstanding governing lot size and yard regulations, the maximum number of lots for any conventional or cluster subdivision shall be calculated based on existing land conditions. The yield of a subdivision shall be based on its net developable area, with adjustment factors for physical land units as specified in the chart in the following section.
2. The subdivision plat and/or site plan for a project shall graphically depict the location and area for the physical land units as outlined herein below. A calculation of the net developable area shall be required for all subdivision and site plan submissions.

Physical Land Unit	Percent Credited Toward Net Acreage
Soils with high shrink/swell characteristics, as defined:	80%
Floodplains, wetlands, existing water features and streams:	0%
Stormwater management basins and structures:	0%
Above-ground 69 KV or greater transmission lines:	0%
Public rights-of-way:	0%

3. No S-R District residential lot shall be designed in such a way that an area of more than 25% of the prescribed minimum lot area is comprised of one or more of the following physical land units: (a) slopes 30% or greater, (b) wetlands, (c) 100-year floodplains, and (d) water features.



(Ord. No. 2004-02.04, Art. 3.C, § H, 2-17-04)

I. - Additional Regulations.

1. Refer to Landscaping and Screening Regulations for screening and buffer yard provisions.
2. Refer to the Floodplain Zoning Overlay District, where applicable.
3. Recreational vehicle parking shall not be permitted within front yard and side yard setbacks.
4. No private domestic well and septic systems shall be permitted.
5. Any subdivision or lot which is proposed to be developed on shrink/swell soils shall require a geotechnical report to be submitted with the preliminary plat and plans. Such report shall be prepared by a registered professional engineer and shall address the feasibility of development on the subject soils. No subdivision plat or site plan shall be approved for final recordation until a foundation engineering report has been reviewed by the City. All recorded plats for lots containing shrink/swell soils shall bear the following note: "This lot contains shrink/swell soils which require special engineering design for foundations and structural elements. No structure will be approved for issuance of a building permit until a foundation engineering design prepared by a certified professional engineer has been approved for the proposed structure."
6. Refer to City's Design and Construction Manual for residential design standards and criteria.
7. All uses within the S-R District shall require a General Development Plan for zoning amendment approval and a site plan for special use permit approval.
8. Refer to Sign Regulations for signage provisions.

(Ord. No. 2004-02.04, Art. 3.C, § I, 2-17-04)