

Proffer Statement for the Application for 1709 Whipple Drive

8/24/2020

Pursuant to Virginia Code § 15.2-2298 and Blacksburg Zoning Ordinance § 1160, 1709 Whipple, LLC, the owner of the Property that is the subject of this Application (Tax Parcel #197-1-63A and 64A, **the “Property”**) and Graystone 1711 Whipple Partnership, LLC (Tax Parcels #197-1-63 and 64), proffer that the Property will be developed in accordance with the following voluntarily proffered conditions.

1. Prior to the issuance of a Certificate of Occupancy for new development on the Property, the Property owner shall construct a trail connecting the sidewalk along the west side of Whipple Drive to the Echols Village HOA property thru tax map parcels 197-1-63A, 64A, 63 and/or 64. Parcels 197-1-63 and 64 are owned by Graystone 1711 Whipple Partnership LLC, which agrees to be bound to this proffered condition.
2. Prior to the issuance of a Certificate of Occupancy for new development on the Property, the Property owner shall increase the required bike parking to 125 % of the zoning requirement, which varies by use, and will construct 50% of the bike parking as covered. In addition, a bike repair station will be included in the project.
3. The permitted uses of the Property will be limited to (i) use as “open space,” as defined in Blacksburg Zoning Ordinance Section 2103 and/or (i) the “residential” uses set forth in Blacksburg Zoning Ordinance Section 3091 (a) as of the date of the adoption of Ordinance 1936:

Residential

Boarding House

Home Occupations

Multifamily Dwellings

Single-family, Detached

Single-Family, Attached

Townhouse

Two-family Dwellings

The undersigned hereby warrant that all of the owners of a legal interest in the subject Properties have signed this proffer statement, that they have full authority to bind the Property to these conditions, that the proffers contained in this statement are not "unreasonable" as that term is defined by Virginia Code § 15.2-2303.4, and that the proffers are entered into voluntarily.

Should any provision of this proffer statement be determined to be invalid by a court of competent jurisdiction, that determination shall not affect the validity of the remainder of the provisions in this document.

S. Kirk Johnson

On behalf of Graystone Companies, LLC,
Graystone 1709 Whipple, LLC, and
Graystone 1711 Whipple Partnership, LLC

Commonwealth of Virginia

County of Montgomery

The foregoing instrument was acknowledged before me this _____ day of _____, _____

by, _____ of, Graystone 1709 Whipple, LLC and Graystone 1711
Whipple, LLC.

_____ My Commission Expires _____

Notary Public
