

PROFFER STATEMENT

Rezoning file: North Carters Grove, #REZ2024-00037
Applicant/Owner: Alif Academy LLC
Property GPIN(s): 7992-92-7571
Acreage: +/- 5.24
Magisterial District: Coles District
Current Zoning: A-1, Agricultural
Proposed Zoning: R-4, Suburban Residential: 4 dwelling units per acre
Date: December 16, 2025

The undersigned hereby proffers that the use and development of the subject Property shall be in substantial conformance with the following conditions. In the event the above-referenced rezoning is not granted as applied for by the Applicant, these proffers shall be withdrawn and are null and void and the Property shall develop in accordance with the existing A-1, Agricultural zoning. The headings of the proffers set forth below have been prepared for reference only and shall not control or affect the meaning or be taken as an interpretation of any provision of the proffers. Any improvements proffered herein below shall be provided at the time of development of the portion of the site served by the improvement unless otherwise specified herein. The term “Applicant” shall include the developer, and all future owners and successors in interest. The term “Property” shall refer to the property that is the subject of this rezoning.

For purposes of reference in this Proffer Statement, the Generalized Development Plan entitled “North Carters Grove” shall be the plan prepared by Harold A. Logan Associates, P.C., dated March 7, 2024, and last revised on December 16, 2025 (the “**GDP**”).

1. USES AND DEVELOPMENT

A. Residential Uses. The Property shall be developed with a maximum of twelve (12) single-family detached dwellings.

B. Site Development. The Property development shall be in substantial conformance with the GDP. The internal road alignment, lot boundaries and stormwater management improvements may be revised in accordance with final engineering considerations at the time of subdivision plan review.

PROFFER STATEMENT

North Carters Grove, #REZ2024-00037
Applicant: Alif Academy LLC
Date: December 16, 2025

2. COMMUNITY DESIGN

A. Landscaping. The site landscaping, buffering and tree saves shall be provided in accordance with the GDP. Buffer planting shall contain trees and shrubs and small trees in accordance with the DCSM, unless modified or waived during final subdivision plan review.

The DSCM requirements and community design guidelines for landscaping are to be followed by the Homeowner's Association at the time of development, unless said requirements are waived or modified. The site landscaping shall be provided in accordance with the DCSM requirements, subject to revisions in accordance with final engineering considerations at the time of final site plan review, using 85% native drought tolerant, indigenous species.

B. Maintenance in Buffer Area. If the vegetation in the 30-foot buffer is removed due to utility maintenance in the 30-foot buffer area then said vegetation shall be replaced by the Applicant on a 1:1 basis within the 30-foot buffer area in order to maintain the intent to provide a vegetated screening and environmental benefits in the buffer area.

C. Entry Sign. If an entry sign is provided, the sign shall be monument style and in accordance with the sign regulations as found in the Prince William County Zoning Ordinance.

3. ENVIRONMENTAL

A. Stormwater Management/Best Management Practices. Stormwater Management and/or Best Management Practices shall be provided on-site and/or off-site (pursuant to Section 32-250.73.1 of the Zoning Ordinance) in accordance with the DCSM, unless modified or waived during final subdivision plan review.

B. Development Restrictions. The Applicant shall record the appropriate covenants and deeds and/or plats for the uses described herein.

PROFFER STATEMENT

North Carters Grove, #REZ2024-00037
Applicant: Alif Academy LLC
Date: December 16, 2025

C. Limits of Disturbance. The Applicant shall limit clearing and grading on the Property to those areas depicted on the GDP subject to minor revisions to address final engineering requirements and considerations at the time of plan review and approval. No clearing or improvements shall be made outside of the clearing and grading on the Property without County approval with the exception of: (i) the removal of noxious vegetation such as poison ivy, poison oak, etc., as well as dead, dying or hazardous trees at the Applicant's sole discretion; and (ii) the installation and maintenance of water, sanitary sewer, storm sewer outfalls and other utilities.

D. Water Quality. The Applicant shall make a monetary contribution to the Prince William Board of County Supervisors in the amount of \$75.00 per acre for water quality monitoring, drainage improvements, and/or stream restoration projects. Said contribution shall be made prior to and as a condition of final subdivision plan approval with the amount to be based on the acreage reflected on the subdivision plan.

4. WATER AND SEWER

The Property shall be served by public sanitary sewer and water, and the Applicant shall be responsible for those on and off-site improvements required in order to provide such service for the demand generated by the development of the Property.

5. HOUSING

As a condition of building permit issuance for each single-family dwelling, the Applicant shall make a monetary contribution to the Prince William Board of County Supervisors in the amount of \$250.00 per each single-family unit constructed on the Property. Said contribution is to be utilized by the County's Housing Trust Fund.

PROFFER STATEMENT

North Carters Grove, #REZ2024-00037

Applicant: Alif Academy LLC

Date: December 16, 2025

6. HOMEOWNERS ASSOCIATION

- A. Administration of Covenants and Maintenance of Common Area. The Applicant shall establish a Homeowners' Association for the Property (the "***North Carters Grove HOA***") which shall be responsible for the maintenance of any common open space. The Applicant shall record the covenants, conditions and restrictions (the "***CCR's***") in the Prince William County Land Records.
- B. Responsibilities. The North Carters Grove HOA shall oversee implementation of the CCR's to be established for the community. The North Carters Grove HOA Board of Directors or its designee, through its interpretation and approval powers, shall be responsible for ensuring high quality development by reviewing:
1. Architectural style;
 2. Building material and colors;
 3. Streetscape, including mailboxes and house lamps;
 4. Lighting, landscaping and fencing; and
 5. All exterior architectural modifications or additions.
- C. 52-Foot Ingress-Egress Easement
1. Permitted Use. The covenants created by the North Carters Grove HOA and the deeds shall expressly provide that the roadway located within the 52-foot ingress-egress easement from Olender Park Court, as provided in Prince William County Deed Book 1001 at Page 252, shall be used only for ingress and egress to and from the parcels served by the easement, and that no structures or obstructions shall be placed within the easement area that would interfere with its intended use, and such restrictions shall be enforceable as provided herein.

PROFFER STATEMENT

North Carters Grove, #REZ2024-00037

Applicant: Alif Academy LLC

Date: December 16, 2025

2. Maintenance. The deed for Lots 8, 9, 10, 11 and 12 shall make the respective owners of those lots responsible for the maintenance of the grass and vegetated areas of the 52-foot ingress-egress easement area that is situated within their respective lots. The deed for Lots 8, 9, 10, 11 and 12 shall also state that the portion of the 52-foot ingress-egress easement situated on each lot shall remain under fee simple ownership of the individual lot owner on whose lot the easement is located and that the existing ingress-egress easement will continue to run with the land. The 52-foot ingress-egress easement is not a common area and North Carters Grove HOA shall have no responsibility for the maintenance, repair, or enforcement of restrictions within the 52-foot ingress-egress easement. With regard to the driveway within the 52' ingress-egress easement, the HOA's authority is limited solely to enforcement of the driveway use restrictions set forth in Section 3. In the event of a violation of County codes or ordinances within the 52-foot ingress-egress easement area, the individual lot owner on whose lot the violation occurs shall be responsible for remedying the violation and for any enforcement actions taken by the County. In the event that an individual lot owner fails to perform the maintenance responsibilities set forth herein after reasonable notice, the North Carters Grove HOA shall have a right of entry, upon reasonable notice and as permitted by law, to perform such maintenance and to recover reasonable costs from the responsible lot owner.
3. Prohibited Use; Enforcement. The covenants created by the North Carters Grove HOA and the deeds shall provide that the driveway within the 52-foot ingress-egress easement shall not be used to access Lots 1 through 12, inclusive, as shown on the GDP, and that such restrictions shall be subject to enforcement by the North Carters Grove HOA. The North Carters Grove HOA shall include in its covenants the authority to enforce these restrictions through the imposition of violation fees, the pursuit of injunctive relief, and the imposition of other relevant civil penalties as permitted by law and the governing documents of the North Carters Grove HOA, provided, however, that such enforcement authority shall not be construed as an obligation of the HOA to maintain or repair the easement area.

PROFFER STATEMENT

North Carters Grove, #REZ2024-00037
Applicant: Alif Academy LLC
Date: December 16, 2025

4. Private Responsibility. Nothing contained herein or in the North Carters Grove HOA documents shall be construed as a dedication to public use or as an assumption of responsibility for upkeep of any common area by the County or any government agency. The County shall have no obligation to maintain or enforce improvements within the easement area unless the improvements directly impact County infrastructure, public access, or result in a documented code violation requiring enforcement action.
5. Deed of Conveyance. The Applicant shall ensure that the deeds of conveyance and all sales contracts for Lots 8, 9, 10, 11, and 12 shall include a disclosure statement notifying purchasers that these lots are encumbered by a 52-foot ingress–egress easement recorded in Prince William County Deed Book 1001, Page 252. The disclosure shall state that portions of the easement area are located within each lot, and that such easement shall carry responsibilities of maintenance, restrictions on use, and enforcement provisions. This disclosure shall be recorded among the land records and shall run with the land to provide notice to all future owners of Lots 8, 9, 10, 11 and 12.

7. TRANSPORTATION

Access to the Property shall be provided from Spriggs Road as generally shown on the GDP; final location of the entrance from Spriggs Road and the ultimate design/length of the right turn taper along Spriggs Road shall be determined at final site plan approval subject to securing any waivers, if necessary, from the Prince William County Department of Transportation.

PROFFER STATEMENT

North Carters Grove, #REZ2024-00037
Applicant: Alif Academy LLC
Date: December 16, 2025

8. WAIVERS AND MODIFICATIONS

A. Waiver of Interparcel Connection

The requirement of DCSM Section 601.01 for an interparcel connection is waived.

B. Modification of Driveway within 52' Ingress-Egress Easement

The requirements of DCSM Section 600 are hereby modified to allow the private driveway located within the 52' Ingress-Egress Easement to remain at the current width and said private driveway shall not be required to meet the current DCSM width requirements.

C. Waiver of Multiple Connection in Multiple Directions Requirement

The SSAR regulations, 24VAC30-92-60.C, is hereby waived and there shall be no requirement to provide multiple connections in multiple directions.

PROFFER STATEMENT

North Carters Grove, #REZ2024-00037
Applicant: Alif Academy LLC
Date: December 16, 2025

9. MISCELLANEOUS

In the event the monetary contributions set forth in this Proffer Statement are paid to the Prince William County Board of County Supervisors (the “**Board**”) within 18 months of the approval of this rezoning, as applied for by the Applicant, said contributions shall be in the amounts as stated herein. Any monetary contributions set forth in the Proffer Statement which are paid to the Board after 18 months following the approval of this rezoning shall be adjusted in accordance with the Urban Consumer Price Index (the “**CPI-U**”) published by the United States Department of Labor, such that at the time contributions are paid, they shall be adjusted by the percentage change in the CPI-U from that date 18 months after the approval of this rezoning to the most recently available CPI-U to the date the contributions are paid, subject to a cap of six percent (6%) per year, non-compounded.

ALIF ACADEMY LLC

Name: _____

Title: _____

Date: _____