

IVY FARM WHOLESALE NURSERY PROPERTY INFORMATION PACKAGE

22511 Rose Cottage Road

Locustville, Virginia 23404

9

2.44 Acres | Accomack County Tax Parcels:

- 103-A-39B (33.7 acres) 103-1-A1
- & 103-1-B1 (58.74 acres)



Prepared for Auction Sale
December 2025

IF Acquisition, LLC PO Box 116 Locustville, VA 23404



Realestate@rasmus.com
571-946-8653

TABLE OF CONTENTS

Section 1: Property Records

1. Property Record Card - Parcel 103-A-39B (33.7 acres)
2. Property Record Card - Parcel 103-1-A1
3. Property Record Card - Parcel 103-1-B1

Section 2: Legal Documents

4. Deed - Davis to IF Acquisition, LLC (Recorded Copy)
5. Owner's Policy of Title Insurance

Section 3: Survey & Maps

6. Survey - 2012 Survey (Sheet 1 of 2)
7. Survey - 2012 Survey (Sheet 2 of 2)
8. Survey - 2005 Survey and Plat
9. GIS Map - Entirety

Section 4: Zoning & Regulations

10. Accomack County Agricultural Zoning Ordinance
11. Groundwater Withdrawal Permit

Section 5: Auction Information

12. Sample Purchase Agreement
 13. Terms and Conditions for Auction Event
-
-

EXECUTIVE SUMMARY

PROPERTY OVERVIEW

Ivy Farm Wholesale Nursery - 92.44-acre property in Locustville, Accomack County, Virginia.

LOCATION

22511 Rose Cottage Road, Locustville, Accomack County, Virginia 23404

PROPERTY COMPOSITION

Real Estate (Three Combined Parcels):

Parcel 103-A-39B: 33.7 acres

- Four permanent structures (2,718 total SF)
- Creek frontage on Rettrap Creek

Parcels 103-1-A1 & 103-1-B1: 58.74 acres

- Agricultural land
- Road frontage

Total Real Estate: 92.44 acres

Improvements:

- **Office Building (Converted Dwelling):** 1,440 SF (Built 2005)
- **Old Office:** 334 SF (Built 2000)
- **Breakroom:** 480 SF (Built 2000)
- **Tool Storage Building:** 464 SF (Built 2002)
- **Total Building Area:** 2,718 SF

Additional Features:

- Creek frontage
- Road frontage on Rose Cottage Road

HISTORICAL INFORMATION

Previous Sale:

- Date: January 4, 2013
- Price: \$750,000

- Buyer: IF Acquisition, LLC
- Seller: Richard E. Davis

TAX INFORMATION

Current Assessment (2024):

- Parcel 103-A-39B: \$433,700 (\$133,500 land + \$300,200 improvements)
- Parcels 103-1-A1 & 103-1-B1: \$240,300 (\$201,300 land + \$39,000 improvements)
- **Total Assessment:** \$674,000

Annual Real Estate Taxes:

- Accomack County rate: \$0.60 per \$100 assessed value
- Approximate annual taxes: \$4,044

TITLE & LEGAL

Ownership: IF Acquisition, LLC (Virginia Limited Liability Company)

Title Insurance: Old Republic National Title Insurance Company (Policy No. OX-08780607, issued January 4, 2013)

Encumbrances:

- Credit Line Deed of Trust to Shore Bank (Document No. 201300097)
- Deed of Trust securing \$125,000 (Document No. 201300098)
- Utility easements (A&N Electric)
- Ingress/egress easements

Survey: Professional surveys completed in 2005 and 2012 by Shore Engineering Co., Inc.

ZONING

- Agricultural District 'A' (Accomack County)

DOCUMENTS INCLUDED IN THIS PACKAGE

This property information package contains all relevant documents for buyer due diligence:

- **Property Records:** Official tax records for all three parcels
- **Title Documents:** Recorded deed and owner's title insurance policy
- **Surveys:** Professional boundary surveys from 2005 and 2012
- **Zoning:** Accomack County Agricultural District regulations
- **Auction Documents:** Sample purchase agreement, terms and conditions

IMPORTANT NOTICES

Property Sold AS-IS: This property is being sold in its current "AS-IS" condition without warranties or representations regarding condition, fitness for particular use, or compliance with any laws or regulations.

Due Diligence: Prospective buyers are responsible for conducting their own inspections, investigations, and due diligence regarding all aspects of the property.

Professional Advice: Buyers should consult with attorneys, surveyors, engineers, environmental consultants, and other professionals as needed to evaluate the property.

Document Accuracy: While efforts have been made to ensure accuracy of information in this package, all information is provided for reference purposes only. Buyers should verify all information independently.

CONTACT INFORMATION

For additional information, property showings, or questions regarding this property:

Rasmus Auctions

Tim Dudley

(571)-946-8653

Rasmus.com

End of Executive Summary

SECTION 1: PROPERTY RECORDS

[Property record cards for all three parcels are included as separate PDF documents in this package]

SECTION 2: LEGAL DOCUMENTS

[Deed and title insurance policy are included as separate PDF documents in this package]

SECTION 3: SURVEY & MAPS

[All survey documents and GIS maps are included as separate PDF documents in this package]

SECTION 4: ZONING & REGULATIONS

[Accomack County Agricultural Zoning Ordinance is included as a separate PDF document in this package]

SECTION 5: AUCTION INFORMATION

[Auction-related documents are included as separate PDF documents in this package]

Accomack County, Virginia

Tax Map #:

103-1-B1

Parcel ID:

103000100A00001

The assessment information is obtained from the total value of these tax map numbers...

103-1-A1 103-1-B1

Summary**Owner's Name**

IF ACQUISITION LLC

Mailing Address

PO BOX 116

LOCUSTVILLE, VA 23404

Base Zoning

Agricultural

Overlay Zoning

Flood Hazard Overlay District

Chesapeake/Atlantic Preservation Area

Tax District

Subscription Only

Sale Information

Transfer Date:	1/4/2013 12:00:00 AM
Sales Price:	750000.00000000
Grantor:	DAVIS,RICHARD E
Deed Reference:	2013 00096
Additional Ref:	Book
Additional Ref:	Page

Assessment Information

	New 2024 Assessment	Prior Assessment
Land Value	\$201,300	\$146,800
Improvement	\$39,000	\$39,000
Total Value	\$240,300	\$185,800

The assessment information is obtained from the total value of these tax map numbers...

103-1-A1 103-1-B1

Land

Property Class:	400-Commercial & Industrial	Electricity:	Subscription Only
Legal Description:	BUNTING 58.74 AC	Gas:	Subscription Only
Land Description:	OPEN LAND - PAVED	Sewer:	Subscription Only
Street Type:	Subscription Only	Water:	Subscription Only

Building

Building Type:	Subscription Only	Total Rooms:	Subscription Only
Description:	Subscription Only	Number of Bedrooms:	Subscription Only
Stories:	Subscription Only	Number of Baths:	Subscription Only
Year Built:	Subscription Only	Number of Half Baths:	Subscription Only
Finished Sq Ft:	Subscription Only	Heat Type:	Subscription Only
		Air Conditioning:	Subscription Only

Construction	Additional Data
Foundation Type:	Subscription Only
Construction Type:	Subscription Only
Exterior:	Subscription Only
Condition:	Subscription Only
Roof Type:	Subscription Only
Roof Material:	Subscription Only
	Attic:
	Subscription Only
	Finished Attic Sq Ft:
	Subscription Only
	Basement Sq Ft:
	Subscription Only
	Finished Basement Sq Ft:
	Subscription Only
	Attached Garage Sq Ft:
	Subscription Only
	Detached Garage Sq Ft:
	Subscription Only
	Deck Sq Ft:
	Subscription Only

Accomack County, Virginia

Legend

Parcels



Map Printed from AccoMap

<https://parcelviewer.geodecisions.com/Accomack>

Feet

0 200 400 600 800

1:9,028 / 1"=752 Feet

Title: Parcels

Date: 8/19/2025

DISCLAIMER: This drawing is neither a legally recorded map nor a survey and is not intended to be used as such. The information displayed is a compilation of records, information, and data obtained from various sources, and Accomack County is not responsible for its accuracy or how current it may be.

Accomack County, Virginia

Tax Map #:

103-1-B1

Parcel ID:

103000100A00001

The assessment information is obtained from the total value of these tax map numbers...

103-1-A1 103-1-B1

Summary**Owner's Name**

IF ACQUISITION LLC

Mailing Address

PO BOX 116

LOCUSTVILLE, VA 23404

Base Zoning

Agricultural

Overlay Zoning

Flood Hazard Overlay District

Chesapeake/Atlantic Preservation Area

Tax District

Subscription Only

Sale Information

Transfer Date:	1/4/2013 12:00:00 AM
Sales Price:	750000.00000000
Grantor:	DAVIS,RICHARD E
Deed Reference:	2013 00096
Additional Ref:	Book
Additional Ref:	Page

Assessment Information

	New 2024 Assessment	Prior Assessment
Land Value	\$201,300	\$146,800
Improvement	\$39,000	\$39,000
Total Value	\$240,300	\$185,800

The assessment information is obtained from the total value of these tax map numbers...

103-1-A1 103-1-B1

Land

Property Class:	400-Commercial & Industrial	Electricity:	Subscription Only
Legal Description:	BUNTING 58.74 AC	Gas:	Subscription Only
Land Description:	OPEN LAND - PAVED	Sewer:	Subscription Only
Street Type:	Subscription Only	Water:	Subscription Only

Building

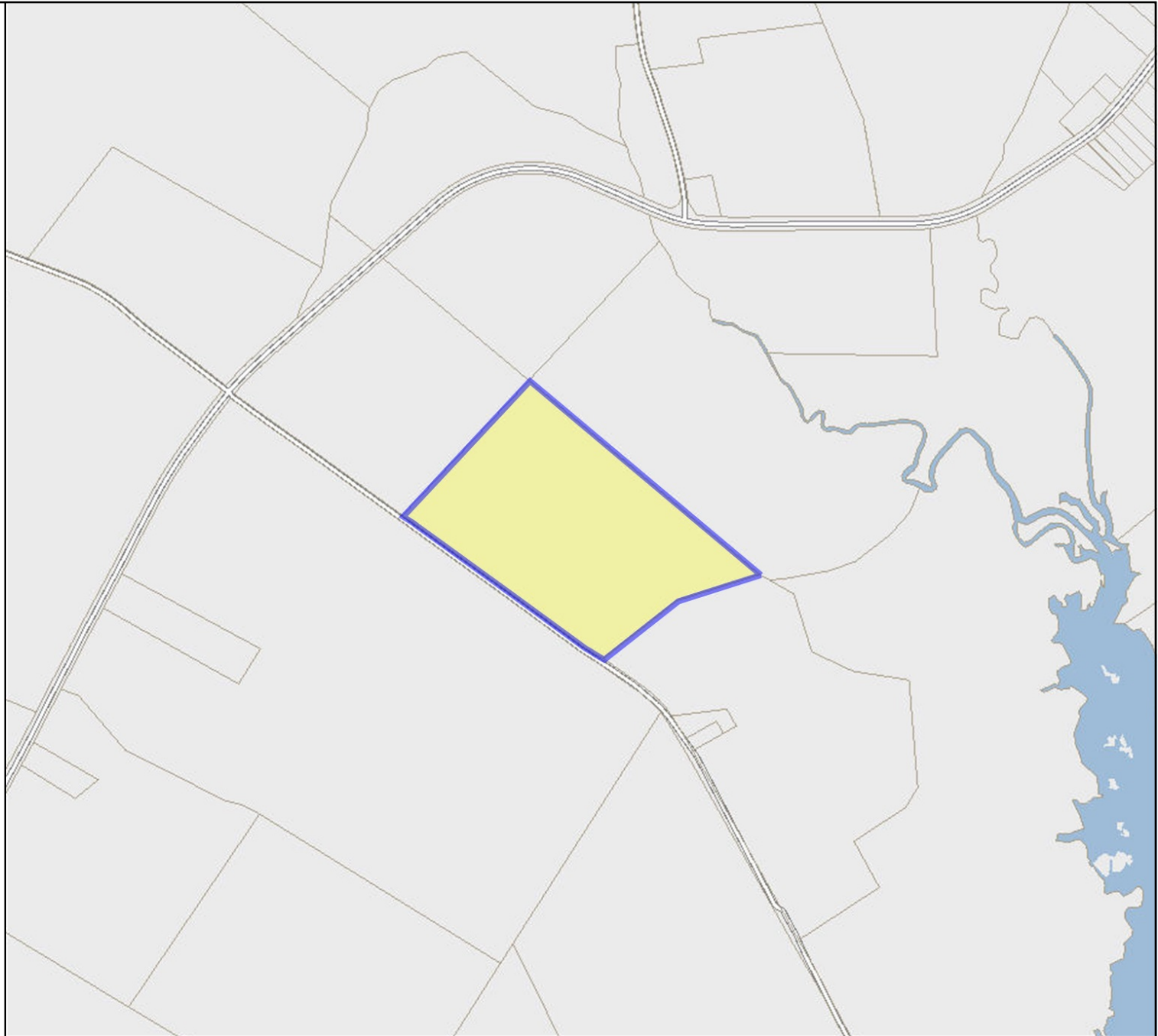
Building Type:	Subscription Only	Total Rooms:	Subscription Only
Description:	Subscription Only	Number of Bedrooms:	Subscription Only
Stories:	Subscription Only	Number of Baths:	Subscription Only
Year Built:	Subscription Only	Number of Half Baths:	Subscription Only
Finished Sq Ft:	Subscription Only	Heat Type:	Subscription Only
		Air Conditioning:	Subscription Only

Construction	Additional Data
Foundation Type:	Subscription Only
Construction Type:	Subscription Only
Exterior:	Subscription Only
Condition:	Subscription Only
Roof Type:	Subscription Only
Roof Material:	Subscription Only
	Attic:
	Subscription Only
	Finished Attic Sq Ft:
	Subscription Only
	Basement Sq Ft:
	Subscription Only
	Finished Basement Sq Ft:
	Subscription Only
	Attached Garage Sq Ft:
	Subscription Only
	Detached Garage Sq Ft:
	Subscription Only
	Deck Sq Ft:
	Subscription Only

Accomack County, Virginia

Legend

Parcels



Map Printed from AccoMap
<https://parcelviewer.geodecisions.com/Accomack>

Feet
0 200 400 600 800
1:9,028 / 1"=752 Feet

Title: Parcels

Date: 8/19/2025

DISCLAIMER: This drawing is neither a legally recorded map nor a survey and is not intended to be used as such. The information displayed is a compilation of records, information, and data obtained from various sources, and Accomack County is not responsible for its accuracy or how current it may be.

Accomack County, Virginia

Tax Map #:

103-A-39B

Parcel ID:

10300A0000039B0

The assessment information is obtained from the total value of these tax map numbers...

103-A-39B

Summary
Owner's Name

IF ACQUISITION LLC

Mailing Address

PO BOX 116

LOCUSTVILLE, VA 23404

Base Zoning

Agricultural

Overlay Zoning

Flood Hazard Overlay District

Chesapeake/Atlantic Preservation Area

Tax District

Subscription Only


Sale Information

Transfer Date:	1/4/2013 12:00:00 AM
Sales Price:	750000.00000000
Grantor:	DAVIS,RICHARD E
Deed Reference:	2013 00096
Additional Ref:	Book 2005
Additional Ref:	Page 76

Assessment Information

	New 2024 Assessment	Prior Assessment
Land Value	\$133,500	\$96,000
Improvement	\$300,200	\$227,000
Total Value	\$433,700	\$323,000

The assessment information is obtained from the total value of these tax map numbers...

103-A-39B

Land

Property Class:	400-Commercial & Industrial	Electricity:	Subscription Only
Legal Description:	SEAVIEW PARCEL 2 33.7 AC	Gas:	Subscription Only
Land Description:	OPEN LAND - PAVED	Sewer:	Subscription Only
Street Type:	Subscription Only	Water:	Subscription Only

Building

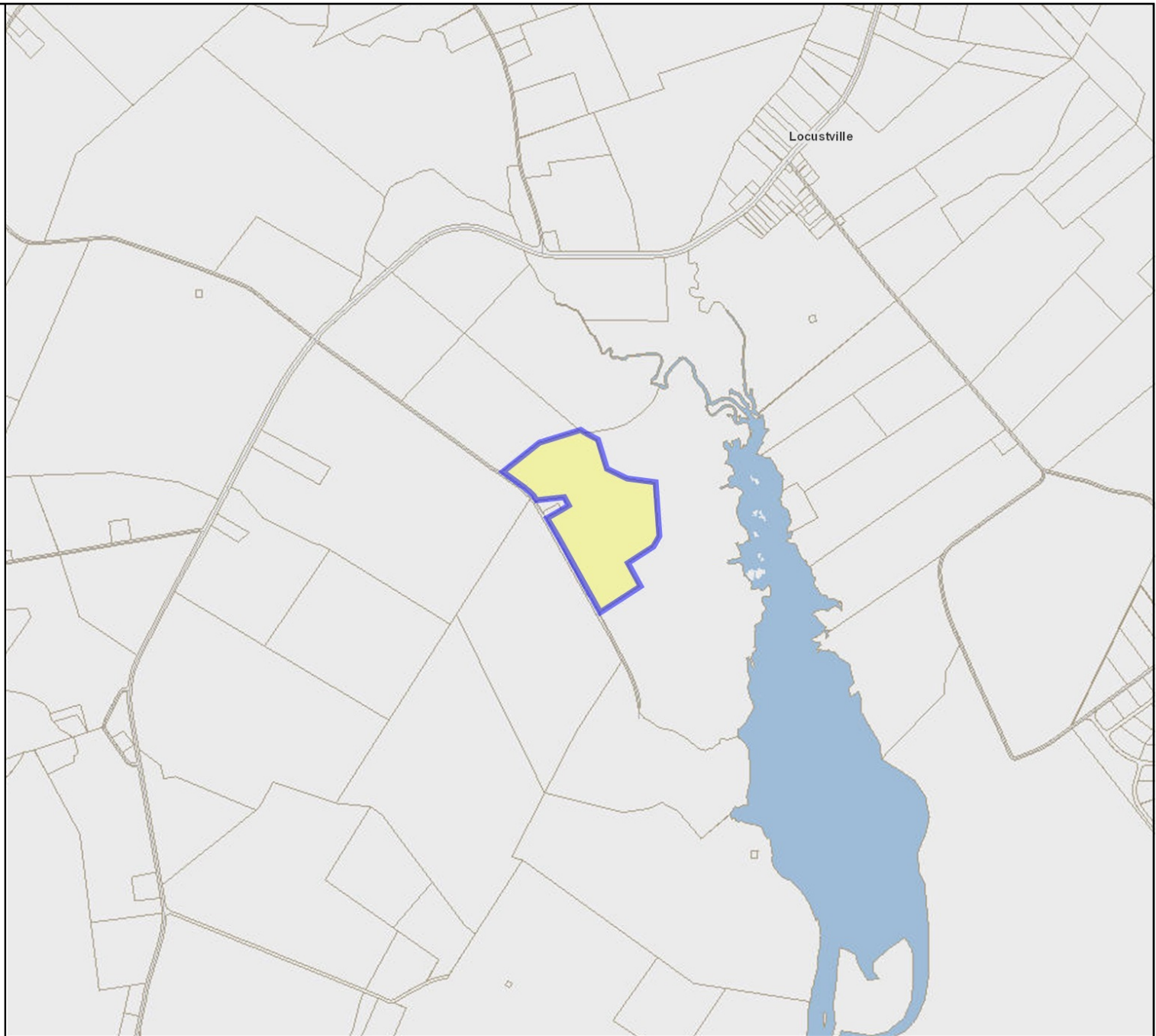
Building Type:	Subscription Only	Total Rooms:	Subscription Only
Description:	Subscription Only	Number of Bedrooms:	Subscription Only
Stories:	Subscription Only	Number of Baths:	Subscription Only
Year Built:	Subscription Only	Number of Half Baths:	Subscription Only
Finished Sq Ft:	Subscription Only	Heat Type:	Subscription Only
		Air Conditioning:	Subscription Only

Construction	Additional Data
Foundation Type:	Subscription Only
Construction Type:	Subscription Only
Exterior:	Subscription Only
Condition:	Subscription Only
Roof Type:	Subscription Only
Roof Material:	Subscription Only
	Attic:
	Subscription Only
	Finished Attic Sq Ft:
	Subscription Only
	Basement Sq Ft:
	Subscription Only
	Finished Basement Sq Ft:
	Subscription Only
	Attached Garage Sq Ft:
	Subscription Only
	Detached Garage Sq Ft:
	Subscription Only
	Deck Sq Ft:
	Subscription Only

Accomack County, Virginia

Legend

Parcels



Map Printed from AccoMap
<https://parcelviewer.geodecisions.com/Accomack>

Feet
0 500 1000 1500 2000
1:18,056 / 1"=1,505 Feet

Title: Parcels

Date: 8/19/2025

DISCLAIMER: This drawing is neither a legally recorded map nor a survey and is not intended to be used as such. The information displayed is a compilation of records, information, and data obtained from various sources, and Accomack County is not responsible for its accuracy or how current it may be.

2013 00096

Prepared by: Kaufman & Canoles, PC
Edward R. Stolle; VSB No: 20635
Return to: Kaufman & Canoles (ERS)
2101 Parks Avenue, Suite 700
Virginia Beach, VA 23451

Tax Map Reference Numbers:
Parcel 1: 103000100A00001
Parcel 2: 10300A0000039B0

Title Insurance Underwriter:
Old Republic National Title Insurance Company

Consideration: \$750,000.00
Assessed Value: \$494,200.00

THIS DEED, made and entered into this 28th day of December, 2012, by and between RICHARD E. DAVIS, Grantor, and IF ACQUISITION, LLC, a Virginia limited liability company, Grantee, whose address is 29465 Beacon Road, Keller, Virginia 23401.

WITNESSETH:

That for and in consideration of the sum of Ten Dollars (\$10.00) cash in hand paid, the receipt of which is hereby acknowledged by the Grantor, the Grantor does hereby grant, bargain, sell and convey with SPECIAL WARRANTY to the Grantee the following described real estate lying and being situate in the City of Virginia Beach, Virginia, to-wit:

SEE ATTACHED EXHIBIT A FOR PROPERTY DESCRIPTION.

This conveyance is made expressly subject to reservations, restrictions, conditions, rights-of-way, and easements contained in duly recorded deeds, plats and other instruments constituting constructive notice in the chain of title to the property conveyed herein which have not expired by limitation of time contained therein or have not otherwise become ineffective.


WITNESS the following signature and seal:

[SIGNATURE PAGE FOLLOWS THIS PAGE]


_____(SEAL)
RICHARD E. DAVIS

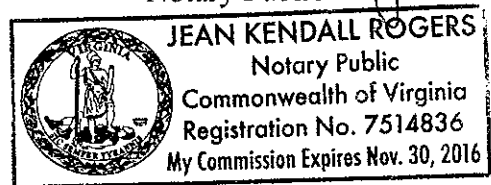
COMMONWEALTH OF VIRGINIA
AT LARGE

The foregoing instrument was acknowledged before me this 28th day of December, 2012, in the City of Virginia Beach, Virginia, by RICHARD E. DAVIS, [] who is personally known to me or [X] has produced Drivers License as identification.



Notary Public

My Commission expires: 11/30/2016
Notary Registration No.: 7514836



[Affix Notarial Stamp]

EXHIBIT A

Property Description

Parcel 1: All that certain tract or parcel of land situate in Lee District, Accomack County, Virginia, being the southeastern portion of Tracts A and B, designated on a certain plat entitled "The Alfred W. James Farm Near Locustville, Accomack County, VA.", dated May 15, 1944, and made by J.B. Gibb, C.S., which is recorded in the Clerk's Office for the Circuit Court of Accomack County, Virginia, in Plat Book 6, at page 32, bounded as follows: On the Northeast, by the land formerly of Fred Beasley, now or formerly of Barbara B. Reiger; on the Southeast, by the run of the branch separating this land from the land designated on the above referenced plat as "The Ben Savage Land", on the Southwest, by Virginia State Route 644; and on the Northeast, by the remainder of Parcels A and B. Reference is made to a certain plat entitled "Plat of Survey, Partition Line through Parcels A & B, to be conveyed to the Parties as shown. Located near Locustville, Lee District, Accomack County, Virginia", dated August 23, 1998 and made by Shore Engineering Co., Inc., which plat is recorded in the aforesaid Clerk's Office in Plat Book 98, at page 111, and by which reference is hereby made for a more particular description of the land hereby conveyed.

This conveyance is made together with and subject to a non-exclusive easement appurtenant for purposes of ingress and egress upon the portion of the "existing 8' field road" situate between Virginia State Route 644 and the point marked "pipe set", as designated on the above referenced plat dated August 23, 1998. This easement shall be appurtenant to the land being conveyed hereby and the land retained by Richard F. Hall, Jr. and there shall be no obligation upon either party to maintain, repair or improve said field road.

Parcel 2: All that certain tract or parcel of land situate near Locustville, Lee District, Accomack County, Virginia, containing 33.7 acres, more or less, and shown on a plat of survey entitled "Plat of Survey Parcel of land surveyed at the request of Meriwether Payne and Richard E. Davis located near Locustville, Pungoteague District, Accomack County, Virginia", dated April 4, 2005 and recorded in the Clerk's Office for the Circuit Court of Accomack County in Plat Book 2005, at page 76.

TOGETHER WITH the exclusive easement to draw water from the F-Field Pond and other rights set forth in that certain Deed of Easement by and between Meriwether Payne and Richard Eaton Davis dated January 25, 2007 and recorded in the Clerk's Office of the Circuit Court of Accomack County, Virginia as Instrument No. 200700581.

IT BEING the same property conveyed to Richard E. Davis by deed from Meriwether Payne and Richard E. Davis, dated January 25, 2007 and recorded February 1, 2007 in the Clerk's Office of the Circuit Court of Accomack County, Virginia as Instrument No. 200700580.

INSTRUMENT #201300096
RECORDED IN THE CLERK'S OFFICE OF
ACCOMACK COUNTY ON
JANUARY 4, 2013 AT 03:52PM
\$750.00 GRANTOR TAX WAS PAID AS
REQUIRED BY SEC 58.1-802 OF THE VA. CODE
STATE: \$375.00 LOCAL: \$375.00

COMMONWEALTH OF VIRGINIA


 OFFICIAL RECEIPT
 ACCOMACK COUNTY CIRCUIT COURT
 DEED RECEIPT

DATE: 01/04/13 TIME: 15:52:53 ACCOUNT: 001CLR201300096 RECEIPT: 13000000240
 CASHIER: NJR REG: CQ10 TYPE: DBS PAYMENT: FULL PAYMENT
 INSTRUMENT : 201300096 BOOK: PAGE: RECORDED: 01/04/13 AT 15:52
 GRANTOR: DAVIS, RICHARD E EX: N LOC: CO
 GRANTEE: IF ACQUISITION LLC EX: N PCT: 100%
 AND ADDRESS : 29465 BEACON ROAD, KELLER, VA. 23401
 RECEIVED OF : BRIDGETRUST DATE OF DEED: 12/28/12
 CHECK: \$3,293.00 29771
 DESCRIPTION 1: LOCUSTVILLE PAGES: 0 OF 0
 2: NAMES: 0
 CONSIDERATION: 750,000.00 A/VAL: 494,200.00 MAP: 103000100A00001
 PIN:

301 DEEDS	14.50	145 VSLF	1.50
039 DEEDS & CONTRACTS	1,875.00	038 DEEDS OF CONV.	375.00
213 COUNTY GRANTEE TAX	625.00	212 TRANSFER FEE	1.00
220 GRANTOR TAX	375.00	106 TECHNOLOGY TRST FND	5.00
036 DEED PROCESSING FEE	20.00	TENDERED :	3,293.00
035 VOF FEE	1.00	AMOUNT PAID:	3,293.00
		CHANGE AMT :	.00

CLERK OF COURT: SAMUEL H. COOPER

OWNER'S POLICY OF TITLE INSURANCE

Policy Issuer:
BRIDGETRUST TITLE GROUP
ONE COLUMBUS CENTER
SUITE 400
VIRGINIA BEACH, VA 23462-6722
PHONE: 757-671-7413



Policy Number **OX-08780607** File Number: **091040908**

Issued by Old Republic National Title Insurance Company

Any notice of claim and any other notice or statement in writing required to be given to the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, a Minnesota corporation (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from:
 - (a) A defect in the Title caused by
 - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
 - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (vii) a defective judicial or administrative proceeding.
 - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (a) the occupancy, use, or enjoyment of the Land;
 - (b) the character, dimensions, or location of any improvement erected on the Land;
 - (c) the subdivision of land; or
 - (d) environmental protectionif a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.

Countersigned:


Authorized Officer or Licensed Agent

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

By  President

Attest  Secretary

OWNER'S POLICY

SCHEDULE A

Order No: 091040908

Amount of Insurance: \$750,000.00

Name and Address of Title Insurance Company

**OLD REPUBLIC NATIONAL TITLE INSURANCE
COMPANY**

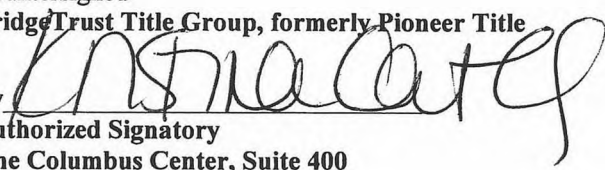
**Attn: Policy Dept
400 Second Avenue South
Minneapolis, Minnesota 55401**

Policy No. **OX-08780607**
Issued with Policy No. **LX-09552125**

Date of Policy: **January 4, 2013, 3:53pm**

1. Name of Insured:
IF Acquisition, LLC, a Virginia limited liability company
2. The estate or interest in the land which is covered by this policy is:
Fee Simple
3. Title to the estate or interest in the land is vested in:
IF Acquisition, LLC, a Virginia limited liability company
4. The land referred to in this policy is described as follows:
See Exhibit "A" attached hereto and made a part hereof.

Countersigned
BridgeTrust Title Group, formerly Pioneer Title

By 
**Authorized Signatory
One Columbus Center, Suite 400
Virginia Beach, VA 23462
Phone: 757-671-7413**

OWNER'S POLICY

SCHEDULE B

Date of Policy: **January 4, 2013**

Policy No. **OX-08780607**

Order No: **091040908**

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. **Credit Line Deed of Trust from IF Acquisition, LLC to Henry P. Custis, Jr., Trustee, for Shore Bank dated December 28, 2012 and duly recorded in the Clerk's Office of the Circuit Court of Accomack County, Virginia, on January 4, 2013 at 3:53 pm as Document Number 201300097, securing the principal sum of \$830,000.00.**
2. **Real Estate taxes accruing from the beginning of the second half of the calendar year 2012 and subsequent semi-annual payments, not yet due and payable.**
3. **Easement to A&N Electric, as recorded in the Clerk's Office of the Circuit Court of Accomack County, Virginia as Instrument No. 200302939. (Parcel 2)**
4. **Ingress/Egress easement as stated in Instrument recorded in the Clerk's Office of the Circuit Court of Accomack County, Virginia as Instrument No. 200700580. (Parcel 1)**
5. **Easement to A&N Electric, as recorded in the Clerk's Office of the Circuit Court of Accomack County, Virginia in Deed Book 2001 at Page 28047. (Parcel 2)**
6. **Easement to A&N Electric, as recorded in the Clerk's Office of the Circuit Court of Accomack County, Virginia in Deed Book 781 at Page 125. (Parcel 2)**
7. **Riparian rights of others incident to the premises. Title to that portion of the property located below the mean high water mark.**
8. **Rights of the adjoining property owners in and to the branches as shown on the plat of survey by Shore Engineering Co., Inc. dated December 21, 2012.**
9. **Any encroachment, encumbrance, violation, variation, or adverse circumstance that would be disclosed by an accurate and complete land survey of the Land, except for matters of boundaries as depicted on that plat of survey by Shore Engineering Co., Inc. dated December 21, 2012. The coverage afforded by covered matter 2(c) of the final title policy is hereby deleted.**
10. **Deed of Trust dated December 28, 2012, from IF Acquisition, LLC, to Edward R. Stolle, Trustee for The Ivy Farm, Inc., securing \$125,000.00, and recorded January 4, 2013 as Document Number 201300098.**

OWNER'S POLICY

Date of Policy: January 4, 2013

Policy No. OX-08780607

Order No: 091040908

EXHIBIT "A"

Parcel 1: All that certain tract or parcel of land situate in Lee District, Accomack County, Virginia, being the southeastern portion of Tracts A and B, designated on a certain plat entitled "The Alfred W. James Farm Near Locustville, Accomack County, VA.", dated May 15, 1944, and made by J.B. Gibb, C.S., which is recorded in the Clerk's Office for the Circuit Court of Accomack County, Virginia, in Plat Book 6, at page 32, bounded as follows: On the Northeast, by the land formerly of Fred Beasley, now or formerly of Barbara B. Reiger; on the Southeast, by the run of the branch separating this land from the land designated on the above referenced plat as "The Ben Savage Land", on the Southwest, by Virginia State Route 644; and on the Northeast, by the remainder of Parcels A and B. Reference is made to a certain plat entitled "Plat of Survey, Partition Line through Parcels A & B, to be conveyed to the Parties as shown. Located near Locustville, Lee District, Accomack County, Virginia", dated August 23, 1998 and made by Shore Engineering Co., Inc., which plat is recorded in the aforesaid Clerk's Office in Plat Book 98, at page 111, and by which reference is hereby made for a more particular description of the land hereby conveyed.

This conveyance is made together with and subject to a non-exclusive easement appurtenant for purposes of ingress and egress upon the portion of the "existing 8' field road" situate between Virginia State Route 644 and the point marked "pipe set", as designated on the above referenced plat dated August 23, 1998. This easement shall be appurtenant to the land being conveyed hereby and the land retained by Richard F. Hall, Jr. and there shall be no obligation upon either party to maintain, repair or improve said field road.

Parcel 2: All that certain tract or parcel of land situate near Locustville, Lee District, Accomack County, Virginia, containing 33.7 acres, more or less, and shown on a plat of survey entitled "Plat of Survey Parcel of land surveyed at the request of Meriwether Payne and Richard E. Davis located near Locustville, Pungoteague District, Accomack County, Virginia", dated April 4, 2005 and recorded in the Clerk's Office for the Circuit Court of Accomack County in Plat Book 2005, at page 76.

TOGETHER WITH the exclusive easement to draw water from the F-Field Pond and other rights set forth in that certain Deed of Easement by and between Meriwether Payne and Richard Eaton Davis dated January 25, 2007 and recorded in the Clerk's Office of the Circuit Court of Accomack County, Virginia as Instrument No. 200700581.

ENDORSEMENT

Attached to Policy No. OX-08780607

Issued by

Old Republic National Title Insurance Company

File No. 091040908

The insurance afforded by this endorsement is only effective if the land is used or is to be used primarily for commercial purposes.

The Company insures the insured against loss or damage sustained by reason of :

- (a) any environmental protection lien which, at Date of Policy, is recorded in those records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge, or filed in the records of the clerk of the United States district court for the district in which the land is located, except as set forth in Schedule B; or
- (b) any environmental protection lien provided for by any state statute in effect at Date of Policy, except environmental protection liens provided for by the following state statutes:

NONE

This endorsement is made a part of the policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof.

Dated: January 4, 2013

Countersigned by:

BridgeTrust Title Group, formerly Pioneer Title

One Columbus Center, Suite 400

Virginia Beach, VA 23462

Phone: 757-671-7413 ~ Fax: 800-526-3329

By


Authorized Signatory

6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated in Schedule A or being defective

(a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
 (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records

- (i) to be timely, or
- (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.

10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
 (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;

- (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
- (c) resulting in no loss or damage to the Insured Claimant;
- (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
- (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.

4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is

- (a) a fraudulent conveyance or fraudulent transfer; or
- (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.

5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

CONDITIONS AND STIPULATIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 11 and 12 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
 - (i) The term "Insured" also includes
 - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
 - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
 - (C) successors to an Insured by its conversion to another kind of Entity;
 - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
 - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
 - (2) if the grantee wholly owns the named Insured,
 - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
 - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.
 - (ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": An Insured claiming loss or damage.
- (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.
- (j) "Title": The estate or interest described in Schedule A.
- (k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to

purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

- (a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.
- (b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.
- (c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

CONDITIONS AND STIPULATIONS (con't)

6. DUTY OF INSURED CLAIMANT TO COOPERATE

(a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

(b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

- (a) To Pay or Tender Payment of the Amount of Insurance.
To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.
Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.
- (b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.
- (i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this

policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

(ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

- (a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of
- (i) the Amount of Insurance; or
- (ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.
- (b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,
- (i) the Amount of Insurance shall be increased by 10%, and
- (ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.
- (c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

- (a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.
- (b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.
- (c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

CONDITIONS AND STIPULATIONS (con't)

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

(a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

(b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. ARBITRATION

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

(a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this

policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.

(c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.

(d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM

(a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

(b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at 400 Second Avenue South, Minneapolis, Minnesota 55401-2499.

Meridian of:
Plat reference #1

Christopher A. R. Reiger
Tax Parcel 10300A000004100
Deed Ref. 0723 00294

Christopher Anton Reiger
Tax Parcel 10300A0000059A0
Deed Ref. 2003 00027

Property Line along Center of Natural Drain
as shown on Plat Reference #4

survey traverse line - not a Property Line

Tax Parcel 103000100A00001

Total Area: 56.6 Ac.±
(to center of branch & Drain as shown)

approximate edge of cultivation

Richard F. Hall. III
Tax Parcel 103000100A00000
Deed Ref. 770 493

former property line±

Richard F. Hall. III
Tax Parcel 103000100B00000
Deed Ref. 770 493

Tax Parcel 103000100B00001

Robert Wendell
& Leah S. T.
Tax Parcel 10300
Deed Ref. 200
911#: 22479

←-1186± To center of S.R. 605
bolt found center of paving

N 55°51'55"W
Rose Cottage Road

N 56°39'13"W
S.R. 644 (30' R/W)

NOTES:

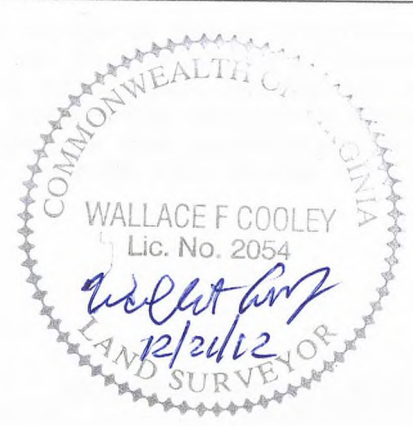
Source of Title: Deed Book 2001 page 67
For plats of previous or adjacent surveys

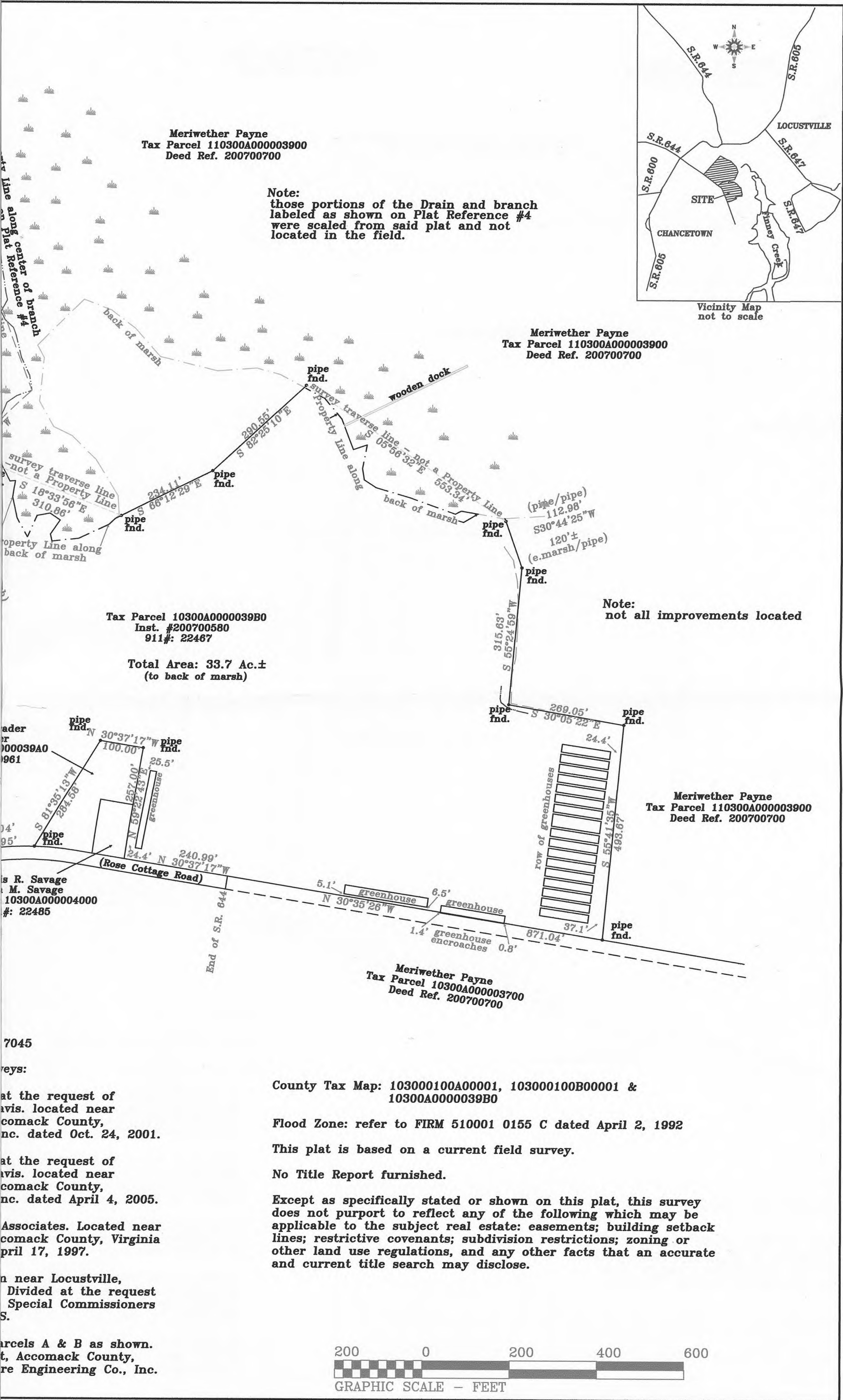
- 1) Plat of Parcel of land surveyed by Meriwether Payne and Richard E. Locustville, Pungoteague District, Virginia by Shore Engineering Co.
- 2) Plat of Parcel of land surveyed by Meriwether Payne and Richard E. Locustville, Pungoteague District, Virginia by Shore Engineering Co.
- 3) Division of Property of Arcturus Locustville, Pungoteague District, Virginia by Eastern Shore Surveyors dated May 15, 1944 by J.B. Gibb,
- 4) Plat of The Alfred W. James Farm Accomack County, Va. Surveyed and of Ernest Ruediger and B.T. Guntz dated May 15, 1944 by J.B. Gibb,
- 5) Plat of Partition Line through Locustville, Lee District, Virginia dated Aug. 23, 1998 by S.

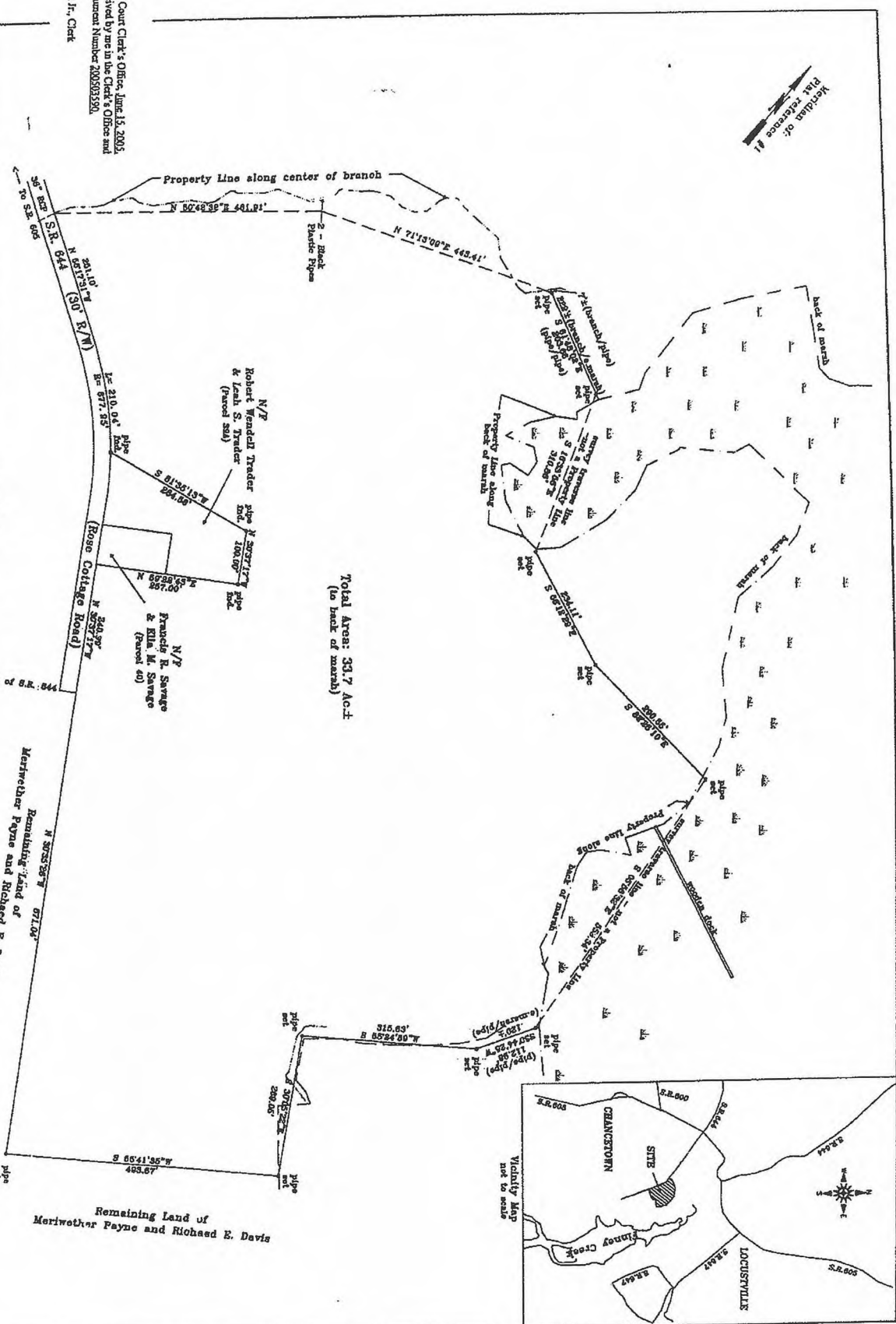
PLAT OF SURVEY

Two (2) parcels of land to be conveyed from
Richard E. Davis to IF Acquisitions, LLC.
Located near Locustville, Pungoteague
District, Accomack County, Virginia.

SHORE ENGINEERING CO., INC. ENGINEERS - SURVEYORS P.O. BOX 354, MELFA, VA. 23410 757-787-2773	DATE: Dec. 21, 2012
	SCALE: 1" = 200'
	JOB# 133-1212-S







Aerial Map



ARTICLE III. - AGRICULTURAL DISTRICT "A"

Footnotes:

--- (2) ---

Editor's note— *An ordinance adopted Jan. 13, 2010, amended art. III in its entirety to read as herein set out. Formerly said article pertained to similar subject matter and derived from ordinances adopted June 29, 2006; and April, 18, 2007.*

Sec. 106-51. - Statement of intent.

This district covers portions of the county which are occupied by various open uses, such as marsh lands, beaches, forests, parks and farms. This district is established for the specific purpose of facilitating existing and future farming operations, conserving forests, farmland and other natural resources, conserving ground water resources to serve the current and future population, reducing soil erosion, protecting shellfish waters from pollution, providing safety from flood, fire and storms, facilitating the provision of adequate police and fire protection, reducing or preventing congestion on the public roadways, protecting against undue density of population in relation to the community facilities available, and encouraging desirable rural economic development activities such as farming, forestry, and tourism. Uses not consistent with the existing character of this district are not permitted.

(Ord. of 1-13-2010(1); Ord. of 1-18-2017(1))

Sec. 106-52. - Uses permitted by right.

The following uses shall be permitted subject to all the other requirements of this chapter as a matter of right in agricultural district "A":

- (1) Single-family dwellings;
- (2) General farming, agriculture, dairying and forestry;
- (3) Schools, churches, public libraries and post offices;
- (4) Game preserves and conservation areas;
- (5) Lodges, hunting clubs, boating clubs, golf clubs and private noncommercial marinas;
- (6) Private and noncommercial small boat docks;
- (7) Cemeteries;
- (8) Home occupations as defined;
- (9) Accessory uses as defined;
- (10) Public parks and recreational facilities;
- (11) Recreational facilities which are to be used in connection with one-family or two-family dwellings and available only to the family of the householder and his private guest;

- (12) Manufactured homes as defined (built subject to federal regulations), on a permanent foundation;
- (13) Utility distribution facilities;
- (14) Small wind energy systems, as defined, on lots one acre or greater in size; and
- (15) Small solar energy systems, as defined.

(Ord. of 1-13-2010(1))

Sec. 106-53. - Special exceptions—Special use permits.

The following uses shall be permitted in agricultural district "A", subject to all the other requirements of this chapter, only upon the obtaining of a special use permit from the board of zoning appeals:

- (1) Recreational facilities, including main and accessory buildings and parking areas;
- (2) Camping facilities, including travel trailer camps;
- (3) Waterfront businesses, such as wholesale and retails marine activities, commercial marinas, yacht clubs and servicing facilities for the same;
- (4) Docks and areas for the receipt, storage and shipment of waterborne commerce;
- (5) Seafood and shellfish receiving, packing and shipping plants;
- (6) Mobile homes, as defined (built before June 15, 1976). See section 106-231, "Mobile home parks."
- (7) Light industry (as defined in section 106-1);
- (8) Facilities for grading, packing, marketing and storage of agriculture and horticultural products;
- (9) Retail stores and shops including storage facilities;
- (10) Restaurants;
- (11) Office buildings;
- (12) Health care facilities;
- (13) Mobile home parks in which lots are rented or sold;
- (14) Travel trailers, located outside of travel trailer parks, which are to be occupied for habitation or storage of chattels;
- (15) Dwelling, two-family (see section 106-230, "Off-street parking");
- (16) Apartment house (see section 106-230, "Off-street parking");
- (17) Banks;
- (18) Dry cleaners;
- (19) Laundries;

- (20) Hotels, motels and tourist homes;
- (21) Printing offices;
- (22) Dwelling, accessory, on lots with a minimum area of five acres, or on nonconforming lots with a minimum area of 60,000 square feet recorded in the land records as of June 28, 2006. Accessory dwellings shall be one (limited to one per lot and two) permitted with an occupied main dwelling;
- (23) Sand and gravel borrow pit operations, including all necessary equipment, up to five acres in area;
- (24) Small wind energy systems, as defined, on lots less than one acre in area;
- (25) Large solar energy systems, as defined;
- (26) Antennas and towers over 100 feet in height;
- (27) A use of land not specifically listed as a use permitted by right or by special exception-special use in the agricultural district regulations, which is clearly similar and compatible with the uses listed therein.

(Ord. of 1-13-2010(1); Ord. of 01-20-2021(1); Ord. of 01-20-2021(2))

Sec. 106-54. - Conditional uses/permits.

The following uses shall be permitted in the agricultural district "A" subject to all other requirements of this chapter, only upon the granting of a conditional use permit by the board of supervisors, in accordance with section 106-234 of this chapter:

- (1) Residential, recreational or commercial recreational developments specified in section 106-53, creating more than 25 dwelling units or sites;
- (2) Retail stores and shops of over 10,000 square feet of interior floor space; or developing a site of greater than two acres;
- (3) Commercial facilities specified in section 106-53, with over 10,000 square feet of interior floor space, or developing a site of greater than one acre;
- (4) Sports arenas, race tracks, and amusement parks;
- (5) Utility plant facilities;
- (6) Public water and sewer facilities;
- (7) Central water and sewer facilities;
- (8) Remote water and sewer facilities, when required to replace failed or failing facilities;
- (9) Sand and gravel borrow pit operations, including all necessary equipment, greater than five acres in area;
- (10) Large wind energy systems, as defined, on lots greater than five acres in area;

- (11) Wetlands off-site compensatory mitigation sites. Permittee-responsible on-site wetlands mitigation occurring on the impacted parcel, or on a parcel contiguous to the impacted parcel, shall be permitted as ancillary to the principal use.

(Ord. of 1-13-2010(1); Ord. of 1-18-2017(1); Ord. of 5-17-2023)

Sec. 106-55. - Area and density regulations.

- (a) The minimum lot area in the district shall be five acres, unless the cluster option is used, as set forth in subsection (b). Tidal wetlands and nontidal wetlands shall not be counted toward the calculation of minimum lot area for the purpose of meeting the minimum lot area and density requirements set forth herein.
- (b) Cluster option: Lots may be clustered at an overall base site density of one lot per five acres.
- (1) The minimum lot area for a cluster lot shall be 30,000 square feet and the maximum lot area for a cluster lot shall be three acres. Cluster lots larger than 30,000 square feet in area may include additional area, up to a total lot area of three acres, that includes tidal wetlands, nontidal wetlands, resource protection area, velocity flood zones, and slopes 25 percent or greater.
- (2) If lots are clustered, two additional bonus lots shall be allowed for the parent tract, provided that the remainder lot shall be greater than one acre.
- (3) Bonus lots are allowed for parent tracts of less than five acres if the minimum lot sizes are met in accordance with the clustering provisions in subsections (b)(1) and (2).
- (4) The remainder lot shall not be further divided.
- (5) One cluster lot, with a minimum area of 30,000 square feet and a maximum area of three acres, may be divided from a parent parcel without submitting a subdivision application. The lot created shall be counted toward any future subdivision of the parent parcel. A deed notice shall be recorded to indicate that a cluster lot has been divided from the parent parcel.
- (c) Notwithstanding the foregoing provisions, the minimum lot area for any lot created pursuant to a family subdivision under section 78-12 of the Subdivision Ordinance shall be 30,000 square feet.

(Ord. of 1-13-2010(1))

Sec. 106-56. - Setback regulations.

Structures on all public rights-of-way shall be set back 50 feet or more from the edge of the right-of-way.

When a structure is to be built in an area where there are existing structures, the minimum setback may be waived and the setback line may be the average setback of the structures on either side. This shall not apply to corner lots.

(Ord. of 1-13-2010(1))

Sec. 106-57. - Frontage regulations.

The minimum frontage for permitted uses shall be 150 feet at the setback line.

(Ord. of 1-13-2010(1))

Sec. 106-58. - Yard regulations.

- (a) *Side.* The minimum side yard for each main structure shall be 15 feet and the total width of the two required side yards shall be 30 feet or more. The minimum side yard for accessory structures shall be five feet or more.
- (b) *Rear.* Each main structure shall have a rear yard of 35 feet or more. Each accessory structure shall have a rear yard of five feet or more.

(Ord. of 1-13-2010(1))

Sec. 106-59. - Height regulations.

Buildings may be erected up to 35 feet in height except that:

- (1) Dwellings may be erected to a height of 45 feet provided that both required side yard setbacks are increased one foot for each foot in height by which the dwelling exceeds 35 feet.
- (2) A public or semi-public building such as a school or church may be erected to a height of 60 feet provided that required front, side and rear yards shall be increased one foot for every foot in height by which the building exceeds 35 feet.
- (3) Public utility structures, church spires, belfries, cupolas, monuments, water towers, chimneys, flues, flag poles, television antennae and radio aerials are exempt from these height regulations. Parapet walls may be up to four feet above the height of the building on which the walls rest.
- (4) No accessory building which is within ten feet of any lot line shall be more than one-story or 12 feet high.
- (5) Small wind energy system towers shall not exceed a height of 65 feet on a parcel of less than five acres, or a maximum height of 80 feet on a parcel of five acres or more. Small wind energy system towers shall be set back one foot from adjacent property lines for every one foot of tower height.

(Ord. of 1-13-2010(1))

Sec. 106-60. - Special provisions for corner lots.

Of the two sides of a corner lot, the front is the shorter of the two sides fronting on streets. See subsection 78-8(c)(3).

(Ord. of 1-13-2010(1))

Sec. 106-61. - Sign regulations.

Regulations shall conform to article VIII of this chapter.

(Ord. of 1-13-2010(1))

Sec. 106-62. - Off-street parking regulations.

Off-street parking regulations shall conform to section 106-230 of this chapter.

(Ord. of 1-13-2010(1))

Sec. 106-63. - Development standards.

- (a) Any residential subdivision creating 50 or more lots is subject to resource quality protection plan requirements as specified in section 106-235 of this chapter.
- (b) Any commercial or industrial development which creates five acres or more of impervious surface is subject to resource quality protection plan requirements as specified in section 106-235 of this chapter.

(Ord. of 1-13-2010(1))

Secs. 106-64—106-75. - Reserved.



Commonwealth of Virginia

VIRGINIA DEPARTMENT OF ENVIRONMENTAL QUALITY

1111 E. Main Street, Suite 1400, Richmond, Virginia 23219

P.O. Box 1105, Richmond, Virginia 23218

(800) 592-5482 FAX (804) 698-4178

www.deq.virginia.gov

Travis A. Voyles
Secretary of Natural and Historic Resources

Michael S. Rolband, PE, PWD, PWS Emeritus
Director
(804) 698-4020

June 16, 2023

Brian Joynes
The Ivy Farm
22511 Rose Cottage Road
Locustville, VA 23404

SENT VIA EMAIL: brianj@theivyfarm.com

RE: Final Groundwater Withdrawal Permit GW0072400
The Ivy Farm, Accomack, Virginia

Dear Brian Joynes:

Pursuant to Chapter 25 of Title 62.1 § 62.1-254 of the Code of Virginia, 1950, as amended, (The Ground Water Management Act of 1992) the Director has authorized issuance of a permit to utilize groundwater. This permit limits the volume of withdrawal to 2,250,000 gallons of groundwater per month, and 10,000,000 gallons of groundwater per year.

The completed permit is enclosed for your records. Please note the requirement to record meter readings each month. Monthly use of groundwater shall be reported to the Department of Environmental Quality by the tenth (10th) day of each January, April, July, and October on a Ground Water Withdrawal Reporting Form acceptable to the of the Department of Environmental Quality. Other reporting requirements are included in the permit conditions. The well identification tags required to be installed on each system well by permit conditions will be mailed to you separately once received from our contractor

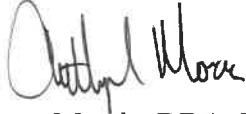
As provided by Rule 2A:2 of the Supreme Court of Virginia, you have thirty days from the date of service (the date you actually receive this decision or the date it was mailed to you, whichever occurred first) within which to appeal this decision by filing a notice of appeal in accordance with the Rules of the Supreme Court of Virginia with the Director, Department of Environmental Quality. In the event that this decision is served on you by mail, three days are added to that period. Refer to Part 2A of the Rules of the Supreme Court of Virginia for additional requirements governing appeals from administrative agencies.

June 16, 2023

Page 2 of 2

If you have any questions, please contact Eric Seavey at (804) 754-6250 or by email at eric.seavey@deq.virginia.gov.

Sincerely,

A handwritten signature in black ink, appearing to read "Scott Morris".

Scott Morris, DBA, P.E.
Director, Water Division

Enclosures

cc: Curtis Consolvo - VIA EMAIL
Eric Seavey, Water Withdrawal Permitting Team Lead - VIA EMAIL



COMMONWEALTH of VIRGINIA
DEPARTMENT OF ENVIRONMENTAL QUALITY
PERMIT

TO WITHDRAW GROUNDWATER IN THE
EASTERN SHORE GROUNDWATER MANAGEMENT AREA

Permit Number: GW0072400

Effective Date: June 16, 2023

Expiration Date: June 15, 2038

Pursuant to the Ground Water Management Act of 1992 (Section 62.1-254 et seq. of the Code of Virginia) and the Groundwater Withdrawal Regulations (Regulations) (9VAC25-610), the Department of Environmental Quality hereby authorizes the Permittee to withdraw and use groundwater in accordance with this permit.

Permittee IF Acquisition LLC, dba The Ivy Farm

Facility The Ivy Farm

Facility Address 22511 Rose Cottage Road

Locustville, VA 23404

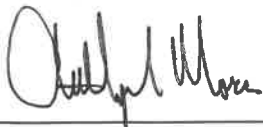
The Permittee's authorized groundwater withdrawal shall not exceed:

105,000,000 gallons for the permit term,
10,000,000 gallons per year,
2,250,000 gallons per month,

The permitted withdrawal will be used to provide irrigation water for a wholesale plant nursery and to supplement ponds used for irrigation. Other uses are not authorized by this permit.

The Permittee shall comply with all conditions and requirements of the permit.

By direction of the Department of Environmental Quality, this Permit is granted by:

Signed 

Scott Morris, DBA, P.E.
Director, Water Division

Date 6/16/2023

This permit is based on the Permittee's application submitted on March 4, 2015, and subsequently amended to include supplemental information provided by the Permittee. The following are conditions that govern the system set-up and operation, monitoring, reporting, and recordkeeping pertinent to the Regulations.

Part I Operating Conditions

A. Authorized Withdrawal

- The withdrawal of groundwater shall be limited to the following wells identified in the table below. Withdrawals from wells not included in Table 1 are not authorized by this permit and are therefore prohibited. 9VAC25-610-140 A

Table 1

Owner Well Name	DEQ Well #	Well Depth (ft bls)	Screen Intervals (ft bls)	Aquifer	Latitude	Longitude	Datum
East Well #1	100-01293	115	100-115	Upper Yorktown-Eastover	37° 38' 40.0"	-75° 41' 10.5"	NAD27
East Well #2	100-01294	115	95-115	Upper Yorktown-Eastover	37° 38' 37.4"	-75° 41' 8.4"	NAD27
East Well #3	100-01295	115	100-115	Upper Yorktown-Eastover	37° 38' 36.3"	-75° 41' 7.7"	NAD27
East Well #4	100-01296	110	100-110	Upper Yorktown-Eastover	37° 38' 32.6"	-75° 41' 11.7"	NAD27
East Well #5	100-01297	205	185-205	Middle Yorktown-Eastover	37° 38' 30.6"	-75° 41' 10.1"	NAD27
East Well #6	100-01298	110	100-110	Upper Yorktown-Eastover	37° 38' 35.7"	-75° 41' 13.1"	NAD27
Office Well #1	100-01297	205	195-205	Middle Yorktown-Eastover	37° 38' 41.1"	-75° 41' 17.9"	NAD27
West Well #1	100-01300	220	140-220	Upper and Middle Yorktown-Eastover	37° 38' 47.9"	-75° 41' 14.2"	NAD27
West Well #2	100-01301	220	140-220	Upper and Middle Yorktown-Eastover	37° 38' 49.2"	-75° 41' 16.4"	NAD27

- The withdrawal limit(s) for a well or well group are identified in Table 2 below. 9VAC25-610-140 A 4 and 9VAC25-610-140 B 1 and B 2

Table 2

Group Number	Model Cell Row	Model Cell Column	DEQ Well Number(s)	Owner Well Name(s)	Aggregate Limit per Group (gal./yr)
1	157	59	100-01293; 100-01294; 100-01295; 100-01296; 100-01298	East Well #1; East Well #2; East Well #3; East Well #4; East Well #6	5,500,000
2	157	59	100-01297	East Well #5	700,000
3	157	58	100-01299	Office Well #1	200,000
4	156	58	100-01300; 100-01301	West Well #1; West Well #2	3,600,000

- Any actions that result in a change to the status, construction, or pump intake setting of wells included in this permit must be pre-approved by the Department of Environmental Quality (Department or DEQ) in writing prior to implementing the change and a revised GW-2 Form must be submitted to the Department within 30 days after the physical construction of a well is altered or the pump intake setting has been changed. If changes are a result of an emergency, notify the Department within 5 days from the change. 9VAC25-610-140 C

B. Pump Intake Settings

1. The Permittee shall not place a pump or water intake device lower than the top of the uppermost confined aquifer that a well utilizes as a groundwater source or lower than the bottom of an unconfined aquifer that a well utilizes as a groundwater source in order to prevent dewatering of the aquifer, loss of inelastic storage, or damage to the aquifer from compaction. 9VAC25-610-140 A 6
2. Pump settings in individual wells are limited as follows. Any change in the pump setting must receive prior approval by the Department.

Owner Well Name	DEQ Well #	Max Pump Setting (feet below land surface)
East Well #1	100-1293	65
East Well #2	100-1294	65
East Well #3	100-1295	65
East Well #4	100-1296	85
East Well #5	100-1297	185
East Well #6	100-1298	85
Office Well #1	100-1299	185
West Well #1	100-1300	65
West Well #2	100-1301	65

C. Reporting

1. Water withdrawn from each well shall be recorded monthly at the end of each month and reported to the Department, in paper or electronic format, on a form provided by the Department by the tenth (10th) day of each January, April, July and October for the respective previous calendar quarter. Records of water use shall be maintained by the Permittee in accordance with Part III.F, 1 through 5 of this permit. 9VAC25-610-140 A 9
2. The Permittee shall report any amount in excess of the permitted withdrawal limit by the fifth (5th) day of the month following the month when such a withdrawal occurred. Failure to report may result in compliance or enforcement activities. 9VAC25-610-140 C
3. The following is a summary of reporting requirements for specific facility wells:

Owner Well Name	DEQ Well #	Reporting Requirements
East Well #1	100-1293	Water Use
East Well #2	100-1294	Water Use
East Well #3	100-1295	Water Use
East Well #4	100-1296	Water Use
East Well #5	100-1297	Water Use
East Well #6	100-1298	Water Use
Office Well #1	100-1299	Water Use
West Well #1	100-1300	Water Use
West Well #2	100-1301	Water Use

4. Surface water withdrawals from the on-site ponds associated with the facility shall be reported annually in accordance with 9VAC25-200-30.

D. Water Conservation and Management Plan

1. The Water Conservation and Management Plan (WCMP) submitted in the application received March 4, 2015 and subsequently amended and then approved by the Department is incorporated by reference into this permit and shall have the same effect as any condition contained in this permit and may be enforced as such.
2. By the end of the first year of the permit cycle (June 15, 2024) the Permittee shall submit documentation to the Department that the leak detection and repair program defined in the WCMP has been initiated. This documentation shall include activities completed during the first year of the permit term. 9VAC25-610-100 B
3. As soon as completed but not later than the end of the second year of the permit cycle (June 15, 2025) the Permittee shall submit to the Department results of an audit of the total amount of groundwater used in the distribution system and operational processes. This documentation shall include any resulting changes to the leak detection and repair program in the WCMP. 9VAC25-610-100 B
4. A report on the plan's effectiveness in reducing water use, including revisions to those elements of the WCMP that can be improved and addition of other elements found to be effective based on operations to date shall be submitted by the end of years five (June 15, 2028) and ten (June 15, 2033) of the permit term. These reports shall include as appropriate: 9VAC25-610-140 C
 - a. Any new water saving equipment installed or water saving processes adopted;
 - b. WCMP actions taken to reduce the volume of water needed to supply the system;
 - c. Planned short or long term efforts and actions to be added to the WCMP to improve the efficiency of water use in the system or by customers and for reducing the loss of water;
 - d. Results of additional water audits completed;
 - e. Review of water use category (residential, commercial, industrial) per-connection use in municipal systems;
 - f. Evaluation of the leak detection and repair program;
 - g. Description of educational activities completed; and
 - h. Identification of any water reuse opportunities identified.
5. If revisions or additions to the plan are necessary, an updated WCMP shall be submitted to the Department for approval along with the report prior to implementation of the revised plan.
6. Records of activities conducted pursuant to the WCMP are to be submitted to the Department upon request.

E. Mitigation Plan

The Mitigation Plan approved on March 29, 2018 by the Department is incorporated by reference into this permit and shall have the same effect as any condition contained in this permit and may be enforced as such. 9VAC25-610-110 D 3 g

F. Well Tags

1. Each well that is included in this permit shall have affixed to the well casing, in a prominent place, a permanent well identification plate that records, at a minimum, the Department well identification number, the groundwater withdrawal permit number, the total depth of the well, and the screened intervals in the well. Such well identification plates shall be in a format specified by the Department and are available from the Department. 9VAC25-610-140 A 12
2. Well tags shall be affixed to the appropriate well casing within 30 days of receiving the tags from the Department. The accompanying well tag installation certification form shall be returned to the Department within 60 days of receipt of the tags. 9VAC25-610-140 C

Part II Special Conditions

Pursuant to 9VAC25-610-140 B and C, the following Special Conditions apply to this permit in order to protect the public welfare, safety, and health or conserve, protect and help ensure the beneficial use of groundwater.

A. Pump Intake Determination and Reset

Within 1 year, the Permittee shall ensure the pump intake for each well is at or above the stated maximum pump setting as provided in feet below land surface (ft. bls). The Permittee shall advise the Department, in writing, of the new pump setting(s) within 30 days of any modification.

Well Name	DEQ Well #	Maximum Pump Setting (Ft. Bls)
East Well #1	100-1293	65
East Well #2	100-1294	65
East Well #3	100-1295	65
East Well #4	100-1296	85
East Well #5	100-1297	185
East Well #6	100-1298	85
Office Well #1	100-1299	185
West Well #1	100-1300	65
West Well #2	100-1301	65

Part III

General Conditions

A. Duty to Comply

The Permittee shall comply with all conditions of the permit. Nothing in this permit shall be construed to relieve the permit holder of the duty to comply with all applicable federal and state statutes, regulations and prohibitions. Any permit violation is a violation of the law and is grounds for enforcement action, permit termination, revocation, modification, or denial of a permit application. 9VAC25-610-130 A

B. Duty to Cease or Confine Activity

It shall not be a defense for a Permittee in an enforcement action that it would have been necessary to halt or reduce the activity for which a permit has been granted in order to maintain compliance with the conditions of the permit. 9VAC25-610-130 B

C. Duty to Mitigate

The Permittee shall take all reasonable steps to avoid all adverse impacts that may result from this withdrawal as defined in 9VAC25-610-10 and provide mitigation of the adverse impact when necessary as described in 9VAC25-610-110 D 3 g and 9VAC25-610-130 C.

D. Inspection, Entry, and Information Requests

Upon presentation of credentials, the Permittee shall allow the Department, or any duly authorized agent of the Department, at reasonable times and under reasonable circumstances, to enter upon the Permittee's property, public or private, and have access to, inspect and copy any records that must be kept as part of the permit conditions, and to inspect any facilities, well(s), water supply system, operations, or practices (including sampling, monitoring and withdrawal) regulated or required under the permit. For the purpose of this section, the time for inspection shall be deemed reasonable during regular business hours. Nothing contained herein shall make an inspection time unreasonable during an emergency. 9VAC25-610-130 D

E. Duty to Provide Information

The Permittee shall furnish to the Department, within a reasonable time, any information that the Department may request to determine whether cause exists for modifying or revoking, reissuing, or terminating the permit, or to determine compliance with the permit. The Permittee shall also furnish to the Department, upon request, copies of records required to be kept by regulation or this permit. 9VAC25-610-130 E

F. Monitoring and Records Requirements

1. The Permittee shall maintain a copy of the permit on-site and/or shall make the permit available upon request. 9VAC25-610-130 E
2. Monitoring of parameters shall be conducted according to approved analytical methods as specified

in the permit. 9VAC25-610-130 F 1

3. Samples and measurements taken for the purpose of monitoring shall be representative of the monitored activity. 9VAC25-610-130 F 2
4. The Permittee shall retain records of all monitoring information, including all calibration and maintenance records and all original strip chart or electronic recordings for continuous monitoring instrumentation, copies of all reports required by the permit, and records of all data used to complete the application for the permit, for a period of at least three years from the date of the expiration of a granted permit. This period may be extended by request of the Department at any time. 9VAC25-610-130 F 3
5. Records of monitoring information shall include as appropriate: 9VAC25-610-130 F 4
 - a. the date, exact place and time of sampling or measurements;
 - b. the name(s) of the individual(s) who performed the sampling or measurements;
 - c. the date the analyses were performed;
 - d. the name(s) of the individual(s) who performed the analyses;
 - e. the analytical techniques or methods supporting the information, such as observations, readings, calculations and bench data used;
 - f. the results of such analyses; and
 - g. chain of custody documentation.

G. Environmental Laboratory Certification

The Permittee shall comply with the requirement for certification of laboratories conducting any tests, analyses, measurements, or monitoring required pursuant to the State Water Control Law (§ 62.1-44.2 et seq. of the Code of Virginia), Environmental Laboratory Certification Program (§ 2.2-1105 et seq. of the Code of Virginia), Certification for Noncommercial Environmental Laboratories (1VAC30-45), and/or Accreditation for Commercial Environmental Laboratories (1VAC30-46), and

1. Ensure that all samples and measurements taken for the purpose of monitoring shall be representative of the monitored activity.
2. Conduct monitoring according to procedures approved under 40CFR Part 136 or alternative methods approved by the U.S. Environmental Protection Agency.
3. Periodically calibrate and perform maintenance procedures on all monitoring and analytical instrumentation at intervals that will ensure accuracy of measurements. 1VAC30-45-20

H. Future Permitting Actions

1. A permit may be modified or revoked as set forth in Part VI of the Groundwater Withdrawal Regulations. 9VAC25-610-290 and 9VAC25-610-130 G
2. If a Permittee files a request for permit modification or revocation, or files a notification of planned changes, or anticipated noncompliance, the permit terms and conditions shall remain effective until the Department makes a final case decision. This provision shall not be used to extend the expiration date of the effective permit. 9VAC25-610-130 G
3. Permits may be modified or revoked upon the request of the Permittee, or upon Department initiative, to reflect the requirements of any changes in the statutes or regulations. 9VAC25-610-130 G
4. The Permittee shall schedule a meeting with the Department prior to submitting a new, expanded or modified permit application. 9VAC25-610-85
5. A new permit application shall be submitted 270 days prior to the expiration date of this permit, unless permission for a later date has been granted by the Department, to continue a withdrawal greater than or equal to 300,000 gallons in any month while an application for a renewal is being processed. 9VAC25-610-96
6. A new permit application shall be submitted 270 days prior to any proposed modification to this permit that will (i) result in an increase of withdrawal above permitted limits; or (ii) violate the terms and conditions of this permit. 9VAC25-610-96
7. The applicant shall provide all information described in 9VAC25-610-94 for any reapplication. 9VAC25-610-96 C
8. The Permittee must notify the Department in writing of any changes to owner and facility contact information within 30 days of the change. 9VAC25-610-140 C

I. Metering and Equipment Requirements

1. Each well and/or impoundment or impoundment system shall have an in-line totalizing flow meter to read gallons, cubic feet, or cubic meters installed prior to beginning the permitted use. Meters shall produce volume determinations within plus or minus 10% of actual flows. An alternative method for determining flow may be approved by the Department on a case-by-case basis. 9VAC25-610-140 A
7 b
 - a. A defective meter or other device must be repaired or replaced within 30 days.
 - b. A defective meter is not grounds for not reporting withdrawals. During any period when a meter is defective, generally accepted engineering methods shall be used to estimate withdrawals. The period during which the meter was defective must be clearly identified in the groundwater withdrawal report required by Part I, Subsection D of this permit.
2. Each well shall be equipped in a manner such that water levels can be measured during pumping and non-pumping periods without dismantling any equipment. Any opening for tape measurement of

water levels shall have an inside diameter of at least 0.5 inches and be sealed by a removable plug or cap. The Permittee shall provide a tap for taking raw water samples from each permitted well. 9VAC25-610-140 A 7 e

J. Minor Modifications

1. A minor modification to this permit must be made to replace an existing well(s) or add an additional well(s) provided that the well(s) is screened in the same aquifer(s) as the existing well(s), and is in the near vicinity of the existing well(s), the total groundwater withdrawal does not increase, the area of impact does not increase, and the well has been approved by the Department prior to construction. 9VAC25-610-330 B 4 and B 5
2. A minor modification to this permit must be made to combine withdrawals governed by multiple permits when the systems are physically connected as long as interconnection will not result in additional groundwater withdrawal and the area of impact will not increase. 9VAC25-610-330 B 6
3. Minor modifications to this permit must also be made to:
 - a. Change an interim compliance date up to 120 days from the original compliance date, as long as the change does not interfere with the final compliance date. 9VAC25-610-330 B 7
 - b. Allow for change in ownership when the Department determines no other change in the permit is necessary and the appropriate written agreements are provided in accordance with the transferability of permits and special exceptions. 9VAC25-610-320 and 9VAC25-610-330 B 8
 - c. Revise a Water Conservation and Management Plan to update conservation measures being implemented by the Permittee that increase the amount of groundwater conserved. 9VAC25-610-330 B 9

K. Well Construction

At least two weeks prior to the scheduled construction of any well(s), the Permittee shall notify the Department of the construction timetable and receive prior approval of the well(s) location(s) and acquire the Department Well number (DEQ Well #). All wells shall be constructed in accordance with the following requirements.

1. A well site approval letter or well construction permit must be obtained from the Virginia Department of Health prior to construction of the well. 9VAC25-610-130 A
2. A complete suite of geophysical logs (16"/64" Normal, Single Point, Self-Potential, Lateral, and Natural Gamma) shall be completed for the well and submitted to the Department along with the corresponding completion report. 9VAC25-610-140 C
3. The Permittee shall evaluate the geophysical log and driller's log information to estimate the top of the target aquifer and; therefore, a depth below which the pump shall not be set. The Permittee's determination of the top of the target aquifer shall be submitted to the Department for review and approval, or approved on site by the Department's Groundwater Characterization staff, prior to installation of any pump. 9VAC25-610-140 A 6

4. The Permittee shall install gravel packs and grout in a manner that prevents leakage between aquifers. Gravel pack shall be terminated close to the top of the well screen(s) and shall not extend above the top of the target aquifer. 9VAC25-610-140 C
5. A completed GW-2 Form and any additional water well construction documents shall be submitted to the Department within 30 days of the completion of any well and prior to the initiation of any withdrawal from the well. The assigned Department Well number shall be included on all well documents. 9VAC25-610-140 C
6. In addition to the above requirements, if required by the permit, construction of a Water Level Monitoring State Observation Well (SOW) requires:
 - a. The Permittee shall coordinate activities with the Department's Groundwater Characterization Program (GWCP) to determine the appropriate observation well location and construction schedule, along with the needed screen interval(s), and other completion details following review of geophysical logging. 9VAC25-610-140 C
 - b. Prior to preparation of bid documents for construction of the observation well, the Permittee shall notify the Department and shall include any GWCP requirements in the bid documents. At a minimum, the Department will require a pre-bid meeting with interested drilling contractors and a pre-construction meeting with the successful bidder. 9VAC25-610-140 C
 - c. Instrumentation to meet the requirements for real-time data transmission consistent with the State Observation Well Network shall be purchased by the Permittee. The Permittee shall submit a purchase order based on the Department's equipment specifications for review and approval prior to purchase of the equipment. The Permittee shall install the real-time equipment infrastructure with Department oversight. The Department will conduct the installation of the transducer and final hook-up of the equipment. 9VAC25-610-140 C
7. In addition to the above requirements, if required by the permit, construction of a Chloride Monitoring SOW requires:
 - a. The Permittee shall coordinate activities with the Department's Groundwater Characterization Program (GWCP) to determine the appropriate observation well location and construction schedule, along with the needed screen interval(s), and other completion details following review of geophysical logging. 9VAC25-610-140 C
 - b. Prior to preparation of bid documents for construction of the observation well, the Permittee shall notify the Department and shall include any GWCP requirements in the bid documents. At a minimum, the Department will require a pre-bid meeting with interested drilling contractors and a pre-construction meeting with the successful bidder. 9VAC25-610-140 C
 - c. Instrumentation to meet the requirements for real-time data transmission consistent with the State Observation Well Network shall be purchased by the Permittee. The Permittee shall submit a purchase order based on the Department's equipment specifications for review and approval prior to purchase of the equipment. The Permittee shall install the real-time equipment infrastructure with Department oversight. The Department will conduct final hook-up of the equipment. 9VAC25-610-140 C

- d. Instrumentation to meet the requirements for continuous measurement of specific conductance from multiple levels within the well screen shall be purchased by the Permittee. The Permittee shall submit a purchase order based on the Department's equipment specifications for review and approval prior to purchase of the equipment. The Permittee shall install the real-time equipment infrastructure with Department oversight. The Department will conduct the final hook-up of the equipment. 9VAC25-610-140 C

L. Permit Reopening

This permit may be reopened for the purpose of modifying the conditions of the permit as follows:

1. To meet new regulatory standards duly adopted by the Board. 9VAC25-610-140 A 11
2. When new information becomes available about the permitted withdrawal, or the impact of the withdrawal, which had not been available at permit issuance and would have justified the application of different conditions at the time of issuance. 9VAC25-610-310 B 1
3. When the reported withdrawal is less than 60% of the permitted withdrawal amount for a five year period. 9VAC25-610-310 B 2
4. If monitoring information indicates the potential for adverse impacts to groundwater quality or level due to this withdrawal. 9VAC25-610-140 C

COMMONWEALTH of VIRGINIA
DEPARTMENT OF ENVIRONMENTAL QUALITY

PERMIT ISSUANCE FACT SHEET

Groundwater Withdrawal Permit Number: GW0072400

Application Date: March 4, 2015

The Department of Environmental Quality (Department or DEQ) has reviewed the application for a Groundwater Withdrawal Permit. This document provides the pertinent information concerning the legal basis, scientific rationale, and justification for the issuance/reissuance/modification of the Groundwater Withdrawal Permit listed below. Based on the information provided in the application and subsequent revisions, the Department has determined that there is a reasonable assurance that the activity authorized by the permit is a beneficial use as defined by the regulations. Groundwater impacts have been minimized to the maximum extent practicable. The following details the application review process and summarizes relevant information for developing the Permit and applicable conditions.

Permittee / Legal Responsible Party

Name & Address: IF Acquisition LLC, dba The Ivy Farm
P.O. Box 116
22511 Rose Cottage Road
Locustville, VA 23404
Phone: (757) 787-4096

Facility Name and Address

Name & Address: The Ivy Farm
22511 Rose Cottage Road
Locustville, VA 23404
Phone: (757) 787-4096

Contact Information:

Name: Brian Joynes
E-mail: brianj@theivyfarm.com
Phone: (757) 787-4096

Proposed Beneficial Use: Groundwater is used to irrigate containerized plants and to supplement ponds used for irrigation.

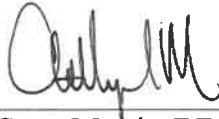
Staff Findings and Recommendations

Based on review of the permit application, staff provides the following findings.

- The proposed activity is consistent with the provisions of the Ground Water Management Act of 1992, and will protect other beneficial uses.
- The proposed permit addresses minimization of the amount of groundwater needed to provide the intended beneficial use.
- The effect of the impact will not cause or contribute to significant impairment of state waters.
- This permit includes a plan to mitigate adverse impacts on existing groundwater users.

Staff recommends Groundwater Withdrawal Permit Number GW0072400 be issued as proposed.

Approved:



Scott Morris, DBA, P.E.
Director, Water Division

Date:

6/16/2023

Processing Dates

Processing Action	Date Occurred/Received
Pre-Application Meeting:	July 12, 2012
Application Received by DEQ:	March 4, 2015
Permit Fee Deposited by Accounting:	NA
Application Review Conducted:	January 7, 2016
Notice of Deficiency Sent	NA
Request for Additional Information Sent:	January 7, 2016
Response to Request for Additional Information Received:	February 5, 2016
Local Government Ordinance Form Received by DEQ:	December 31, 2015
Application Complete:	March 29, 2018
Submit Request for Technical Evaluation:	March 10, 2023
Technical Evaluation Received by DEQ:	March 21, 2023
Draft Permit Package Sent:	March 31, 2023
Public Notice Published:	May 12, 2023
End of 30-Day Public Comment Period:	June 12, 2023
Response to Public comment:	NA
Public Meeting or Hearing:	NA

Application

Application Information

Description:

Background / Purpose of Facility:

The Ivy Farm is a wholesale container plant nursery which has applied for a new groundwater withdrawal permit. Irrigation water is supplied by six retention ponds which supply approximately 75% of the total irrigation water. Groundwater is utilized to supplement pond levels during summer months, to irrigate plants during winter months, and to irrigate during plant propagation and plant initiation. There are nine wells at the facility with five screened in the Upper Yorktown-Eastover Aquifer (East Well #s1-4 and #6 (DEQ Well #s 100-01293, 100-01294, 100-01295, 100-01296, 100-01298)), 2 wells screened in the Middle Yorktown-Eastover Aquifer (East Well #5 and Office Well #1 (DEQ Well #s 100-01297 and 100-01299)), and 2 wells screened in both the Upper and Middle Yorktown-Eastover Aquifers (West Well #1 and West Well #2 (DEQ Well #s 100-01300 and 100-01301)).

Location of Facility/Withdrawal:

Water Supply Planning Unit: Accomack County and Towns

County: Accomack County

GWMA/Aquifer: Eastern Virginia GWMA/Upper and Middle Yorktown-Eastover Aquifers

Conjunctive Use Source: No conjunctive use (irrigation ponds are not state waters)

Withdrawal Use, Current Need, and Projected Demand:

Basis of Need:

The requested withdrawal is for the operation of the Ivy Farm, a wholesale container plant nursery located on the seaside of the Accomack County. Water is used at the facility to supplement surface water irrigation, propagate and initiate the growth of plants, and watering within the greenhouse located on site at the facility. According to the application, approximately 78,000 gallons per year from the Office Well #1 (DEQ Well # 100-01299) and East Well #1 (DEQ Well # 100-01293) are used for human use. Surface water use is maximized to the extent possible, and the site design has been configured to collect runoff in ponds to be used for the facility's needs.

Water Demand and Projections:

The facility has calculated proposed withdrawal limits by factoring past usage and internal expansion (more production area within the original footprint) and external expansion (creation of new production space). The annual total groundwater usage in 2014 was 3,348,900 gallons and considered to be an average rainfall year. The annual total groundwater usage in 2015 was 6,348,500 gallons and considered to be a dry year. Projections for future annual usage were based on an increase of 4.5% every two years. The projected annual groundwater usage for a dry year was 8,854,746 gallons. Allowing room for projection unknowns, the facility requested an annual groundwater withdrawal limit of 10,000,000 gallons per year (gal/yr).

The maximum monthly need in 2015 was 2,461,500 gallons. However, prior to incorporating the increase of 4.5% growth every two years, a lower monthly withdrawal amount was proposed due to protocols being put into place for tighter management of pond versus well use. Therefore, projected monthly usage maximum for a dry year was 2,134,710 gallons. Allowing room for projection unknowns, the facility requested a monthly groundwater withdrawal limit of 2,250,000 gallons per month (gal/mo).

A 10-year lump sum groundwater withdrawal of 67,772,506 gallons was calculated by alternating average and dry year projected totals. This was rounded up to 70,000,000 gallons and multiplied by 1.5 to get a 15-year lump sum groundwater withdrawal of 105,000,000.

Withdrawal Volumes Requested:

The applicant requested the following withdrawal volumes based upon the projected groundwater demand.

Period of Withdrawal	Total Volume (gal.)	Volume in gal/day
Maximum Monthly:	2,250,000	72,580
Maximum Annual:	10,000,000	27,397
Maximum Fifteen Year:	105,000,000	19,178

Department Evaluation

Historic Withdrawals:

Historic monthly and annual groundwater withdrawal has been provided in the application and summarized in the Water Demand and Projections detailed above.

Analysis of Alternative Water Supplies:

The Columbia (surficial aquifer) contains iron concentrations that have been found to be problematic to certain wholesale plants and may cause discoloration to foliage making them aesthetically unappealing. Additionally, according to correspondence from the facility's consultant, geophysical logging results from the geophysical borehole completed in 2016 indicate for that the yield potential for surficial aquifer sediments drops sharply past a depth of approximately 33 feet on the southern portion of the property. Geophysical logs for the northernmost well indicate a similar drop off in yield past a depth of 32 feet. For surficial aquifer wells utilizing strata only to depths of 32 to 33 feet, well yields will be limited by little available drawdown. Since useful portions of the surficial aquifer are likely limited, the seven on-site ponds spread throughout the property are an effective way to utilize the surficial aquifer. Drawdown interference between the ponds and shallow wells could create another limiting factor for the extent to which surficial aquifer utilization could be increased by the addition of shallow wells. Sources of public water supply are not available. Surface water is currently used by seven retention ponds and water reclamation/reuse is achieved with plastic bed coverings and earth mats to sheet water to ditches and back into the ponds.

Public Water Supply:

The application indicates that 78,000 gallons per year from the Office Well #1 (DEQ Well # 100-01299) and East Well #1 (DEQ Well # 100-01293) are used for human use (on-site office trailer). However, the facility has less than 15 connections and less than 25 employees working in the office. Therefore, the facility is below the threshold to be considered a regulated waterworks by VDH and no Water Works Operation Permit is necessary.

Water Supply Plan Review:

Ivy Farm is not included in the Accomack County Regional Water Supply Plan (2011). Water Supply Plan demand projections for the facility were not included in the Plan and could not be considered in the evaluation of the permit request. The Water Supply Plan states that existing sources for Accomack County were projected to meet demands through 2040.

Department Recommended Withdrawal Limits:

The water demand justifications for the permit term, annual and monthly withdrawal limits were deemed justified to meet the beneficial use need identified, agricultural irrigation.

The Department recommends the following withdrawal volumes based upon evaluation of the groundwater withdrawal permit application.

Period of Withdrawal	Total Volume (gal.)	Volume in gal/day
Maximum Monthly:	2,250,000	72,580
Maximum Annual:	10,000,000	27,397
Maximum Fifteen Year:	105,000,000	19,178

Technical Evaluation:

Aquaveo, LLC performed a technical evaluation of the application for the Department based on the VAHydro Groundwater Eastern Shore model (VAHydro-GW-ES). The objectives of this evaluation were to determine the areas of any aquifers that will experience at least one foot of water level decline due to the proposed withdrawal (the Area of Impact or AOI), to determine the potential for the proposed withdrawal to cause salt-water intrusion, and to determine if the proposed withdrawal meets the 80% drawdown criteria. Aquaveo, LLC also evaluated water levels in the Eastern Shore model compared to measured field values.

The Department concluded that the proposed withdrawals satisfy the technical evaluation criteria for permit issuance. A summary of the results of the evaluation and the AOI for the Upper Yorktown-Eastover and Middle Yorktown Eastover aquifers is provided in the Technical Evaluation (Attachment 1).

Modeling results do establish a potential for adverse changes to water quality due to pumping. However, the majority of the model cells with simulated water quality reduction were located within the Upper Yorktown-Eastover Confining units or off-shore in the Middle Yorktown Eastover aquifer.

Part I
Operating Conditions

Authorized Withdrawals:

Owner Well Name	DEQ Well #	Aquifer	Type	Pump Intake Limit (ft. bls)
East Well #1	100-01293	Upper Yorktown-Eastover	Production	65
East Well #2	100-01294	Upper Yorktown-Eastover	Production	65
East Well #3	100-01295	Upper Yorktown-Eastover	Production	65
East Well #4	100-01296	Upper Yorktown-Eastover	Production	85
East Well #5	100-01297	Middle Yorktown-Eastover	Production	185
East Well #6	100-01298	Upper Yorktown-Eastover	Production	85
Office Well #1	100-01299	Middle Yorktown-Eastover	Production	185
West Well #1	100-01300	Upper and Middle Yorktown-Eastover	Production	65
West Well #2	100-01301	Upper and Middle Yorktown-Eastover	Production	65

Apportionment

The withdrawal limits for each well or well group are identified in the Table below. 9VAC25-610-140 A 4 and 9VAC25-610-140 B 1 and B 2

Group Number	Model Cell Row	Model Cell Column	DEQ Well Number(s)	Owner Well Name(s)	Aggregate Limit per Group (gal./yr)
1	157	59	100-01293; 100-01294; 100-01295; 100-01296; 100-01298	East Well #1; East Well #2; East Well #3; East Well #4; East Well #6	5,500,000
2	157	59	100-01297	East Well #5	700,000
3	157	58	100-01299	Office Well #1	200,000
4	156	58	100-01300; 100-01301	West Well #1; West Well #2	3,600,000

Additional Wells

Observation Wells: No observation wells

Abandoned Wells: No abandoned wells

Out of Service Wells: No out of service wells

Pump Intake Settings:

The current pump settings are unknown and will have to be verified as detailed in Part II.B of the Permit.

Withdrawal Reporting:

Groundwater withdrawals are to be recorded monthly and reported quarterly.

Water Conservation and Management Plan:

A Water Conservation and Management Plan (WCMP) meeting the requirements of 9VAC25-610-100 B was submitted and reviewed as part of the application process. The accepted Plan is to be followed by the permittee as an operational Plan for the facility/water system, is incorporated by reference into this permit, and shall have the same effect as any condition contained in this permit and may be enforced as such (Attachment 2). In addition, the Permit includes conditions requiring the following:

- Documentation that the leak detection and repair program defined in the WCMP has been initiated is due by the end of the first year of the permit term.
- A result of an audit of the total amount of groundwater used in the distribution system and operational processes is due by the end of the second year of the permit term.
- A report on the plan's effectiveness in reducing water use, including revisions to those elements of the WCMP that can be improved and addition of other elements found to be effective based on operations to date shall be submitted by the end of years five (June 15, 2028) and ten (June 15, 2033) of the permit term.

Mitigation Plan:

The predicted AOI resulting from the Technical Evaluation extends beyond the property boundaries in the Upper Yorktown-Eastover and Middle Yorktown-Eastover aquifers. Given this prediction, a Mitigation Plan to address potential claims from existing well owners within the predicted area of impact is incorporated by reference in the permit and shall have the same effect as any condition contained in this permit and may be enforced as such (Attachment 3).

Well Tags:

Well tags will be transmitted by the Department after issuance of the final permit.

Part II Special Conditions

With the exception of conditions listed below, review of the applicant's application, well construction data, operations at the facility, and the Technical Evaluation of the application did not identify a need for

water quality or water level monitoring or well abandonment conditions in the permit. There are no new wells currently planned for construction during the permit term. Construction of observation wells or well nests, and geophysical boreholes to assist in monitoring or characterizing the local or regional aquifer system are not required at this time.

Alternative Source Development:

The facility is supplied by wells screened in the confined Yorktown-Eastover aquifer system. The confined aquifer system on the Eastern shore is considered to be of higher quality than the surficial (water table) aquifer and is the potable water supply for the Eastern Shore. The regulation requires the lowest quality water available be applied to the permitted use. Based on the information included in the Analysis of Alternative Water Supplies in the Department Evaluation above, an Alternate Source Development Plan will not be required during this permit term. Determination of the need for an Alternate Source Development Plan during the next permit term will be evaluated based after review of both groundwater and surface water reported uses. Surface water withdrawal reporting is included in Part I.C.4 of the permit.

Pump Intake Determination and Reset:

Within 1 year, the Permittee shall ensure the pump intake for each well is at or above the stated maximum pump setting as provided in feet below land surface (ft. bls). The Permittee shall advise the Department, in writing, of the new pump setting(s) within 30 days of any modification.

Well Name	DEQ Well #	Maximum Pump Setting (Ft. Bls)
East Well #1	100-1293	65
East Well #2	100-1294	65
East Well #3	100-1295	65
East Well #4	100-1296	85
East Well #5	100-1297	185
East Well #6	100-1298	85
Office Well #1	100-1299	185
West Well #1	100-1300	65
West Well #2	100-1301	65

Part III

General Conditions

General Conditions are applied to all Groundwater Withdrawal Permits, as stated in the Groundwater Withdrawal Regulations, 9VAC25-610.

Public Comment

Relevant Regulatory Agency Comments:

Summary of VDH Comments and Actions:

This facility is not a public water supply so soliciting comments from VDH was not required.

Public Involvement during Application Process:

Local and Area wide Planning Requirements: The County Administrator certified on September 11, 2012, that the facility's operations are consistent with all ordinances. The Department received this certification on December 31, 2015.

Public Comment/Meetings:

The public notice was published in Eastern Shore Post on May 12, 2023. The public comment period ran from May 12, 2023 to June 12, 2023.

Changes in Permit Part II Due to Public Comments

No public comments.

Changes in Permit Part III Due to Public Comments

No public comments.

Attachments

- 1. Technical Evaluation**
- 2. Water Conservation and Management Plan**
- 3. Mitigation Plan**

**COMMONWEALTH of VIRGINIA
DEPARTMENT OF ENVIRONMENTAL QUALITY**

TECHNICAL EVALUATION FOR PROPOSED GROUNDWATER WITHDRAWAL

Date: March 10, 2023

Application /Permit Number: GW0072400

Owner / Applicant Name: IF Acquisition, LLC

Facility / System Name: The Ivy Farm

Facility Type: Agricultural

Facility / System Location: 22511 Rose Cottage Road, Locustville, VA 23404 / Accomack County

The Commonwealth of Virginia's Groundwater Withdrawal Regulations (9VAC25-610) provide that, for a permit to be issued for a new withdrawal, to expand an existing withdrawal, or reapply for a current withdrawal, a technical evaluation shall be conducted. This report documents the results of the technical evaluation conducted to meet the requirements for the issuance of a permit to withdraw groundwater within a Designated Groundwater Management Area (9VAC25-600).

This evaluation determines the:

- (1) The Area of Impact (AOI): The AOI for an aquifer is the areal extent of each aquifer where one foot or more of drawdown is predicted to occur as a result of the proposed withdrawal.
- (2) Water Quality: The potential for the proposed withdrawal to cause salt water intrusion into any portion of any aquifers or the movement of waters of lower quality into areas where such movement would result in adverse impacts on existing groundwater users or the groundwater resource.
- (3) The Eighty Percent Drawdown (80% Drawdown): The proposed withdrawal in combination with all existing lawful withdrawals will not lower water levels, in any confined aquifer that the withdrawal impacts, below a point that represents 80% of the distance between the land surface and the top of the aquifer at the points where the one-foot drawdown contour is predicted for the proposed withdrawal.

Requested withdrawal amount:

Requested Withdrawal Amount	
Fifteen (15) Year Value	105,000,000
Annual Value	10,000,000 (27,379 average gpd)
Monthly Value	2,250,000 (72,581 average gpd)

Summary of Requested Withdrawal:

The requested withdrawal is for the operation of the Ivy Farm, a wholesale container plant nursery located on the seaside of the Accomack County. Water is used at the facility to supplement surface water irrigation, propagate and initiate the growth of plants, and watering within the greenhouse located on site at the facility. Surface water use is maximized to the extent possible, and the site design has been configured to collect runoff in ponds to be used for the facility's needs. A previous Technical Evaluation was completed for this facility in March 2018 for a 10-year permit. The permittee has requested a 15-year permit term.

Requested Apportionment of Withdrawal:

DEQ Well #	Owner Well #	Aquifer	Percent of Withdrawal
100-01293	East Well #1	Upper Yorktown-Eastover	18%
100-01294	East Well #2	Upper Yorktown-Eastover	12%
100-01295	East Well #3	Upper Yorktown-Eastover	12%
100-01296	East Well #4	Upper Yorktown-Eastover	7%
100-01297	East Well #5	Middle Yorktown-Eastover	7%
100-01298	East Well #6	Upper Yorktown-Eastover	6%
100-01299	Office Well #1	Middle Yorktown-Eastover	2%
100-01300	West Well #1	Upper and Middle Yorktown-Eastover	18%
100-01301	West Well #2	Upper and Middle Yorktown-Eastover	18%

Production Well(s):

Identification	Location	Construction	Pump Intake	Source Aquifer
Owner Well Name: East Well #1 DEQ Well Number: 100-01293 MPID: vahydro_416723	Lat: 37° 38' 40.0" Lon: 75° 41' 10.5" Datum: NAD 27 Elevation: 10 ft	Completion Date: 3/5/1993 Screens (ft-bls): 100-115 Total Depth (ft-bls): 115		Upper Yorktown-Eastover
Owner Well Name: East Well #2 DEQ Well Number: 100-01294 MPID: vahydro_416725	Lat: 37° 38' 37.4" Lon: 75° 41' 08.4" Datum: NAD 27 Elevation: 10 ft	Completion Date: 7/12/1995 Screens (ft-bls): 95-115 Total Depth (ft-bls): 115		Upper Yorktown-Eastover
Owner Well Name: East Well #3 DEQ Well Number: 100-01295 MPID: vahydro_416727	Lat: 37° 38' 36.3" Lon: 75° 41' 07.7" Datum: NAD 27 Elevation: 4 ft	Completion Date: 7/17/1995 Screens (ft-bls): 100-115 Total Depth (ft-bls): 115		Upper Yorktown-Eastover
Owner Well Name: East Well #4 DEQ Well Number: 100-01296 MPID: vahydro_416738	Lat: 37° 38' 32.6" Lon: 75° 41' 11.7" Datum: NAD 27 Elevation: 10 ft	Completion Date: 8/8/2001 Screens (ft-bls): 100-110 Total Depth (ft-bls): 110		Upper Yorktown-Eastover
Owner Well Name: East Well #5 DEQ Well Number: 100-01297 MPID: vahydro_416748	Lat: 37° 38' 30.6" Lon: 75° 41' 10.1" Datum: NAD 27 Elevation: 11 ft	Completion Date: 7/10/2001 Screens (ft-bls): 185-205 Total Depth (ft-bls): 205		Middle Yorktown-Eastover

Owner Well Name: East Well #6 DEQ Well Number: 100-01298 MPID: vahydro_416755	Lat: 37° 38' 35.7" Lon: 75° 41' 13.1" Datum: NAD 27 Elevation: 12 ft	Completion Date: 9/9/2002 Screens (ft-bls): 100-110 Total Depth (ft-bls): 110		Upper Yorktown- Eastover
Owner Well Name: Office Well #1 DEQ Well Number: 100-01299 MPID: vahydro_416762	Lat: 37° 38' 41.1" Lon: 75° 41' 17.9" Datum: NAD 27 Elevation: 8 ft	Completion Date: 8/26/1999 Screens (ft-bls): 195-205 Total Depth (ft-bls): 205		Middle Yorktown- Eastover
Owner Well Name: West Well #1 DEQ Well Number: 100-01300 MPID: vahydro_416773	Lat: 37° 38' 47.9" Lon: 75° 41' 14.2" Datum: NAD 27 Elevation: 11 ft	Completion Date: 7/9/2010 Screens (ft-bls): 140-220 Total Depth (ft-bls): 220	128	Upper and Middle Yorktown- Eastover
Owner Well Name: West Well #2 DEQ Well Number: 100-01301 MPID: vahydro_416780	Lat: 37° 38' 49.2" Lon: 75° 41' 16.4" Datum: NAD 27 Elevation: 12 ft	Completion Date: 7/8/2010 Screens (ft-bls): 140-220 Total Depth (ft-bls): 220	128	Upper and Middle Yorktown- Eastover

Geologic Setting:

The Ivy Farm wells (applicant wells) are located in southeastern Accomack County. The production wells are screened in the Upper and Middle Yorktown-Eastover aquifers. The upper portion of the Yorktown-Eastover aquifer (described in the 2006 Virginia Coastal Plain Hydrologic Framework¹ (VCPHF) as a combination of the Upper, Middle, and Lower Yorktown-Eastover aquifers) is composed primarily of estuarine to marine quartz sands of the Yorktown Formation of Pliocene age. The nearest USGS geologic cross section found in the USGS Scientific Investigations Report 2019-5093 is cross-section A-A' (see attached figure at the end of the report)².

¹ McFarland, E.R., and Bruce, T.S., 2006, The Virginia Coastal Plain Hydrogeologic Framework: U.S. Geological Survey Professional Paper 1731, 118 p., 25 pls.

² McFarland, E.R., and Beach, T.A., 2019, Hydrogeologic framework of the Virginia Eastern Shore: U.S. Geological Survey Scientific Investigations Report 2019-5093, 26 p., 13 pl., <https://doi.org/10.3133/sir20195093>.

Virginia Eastern Shore Model data:

The following table lists the locations of the applicant production wells within the Virginia Eastern Shore Model³ (VAHydroGW-ES).

VAHydroGW-ES Model Grid				
Well	Well Number	MPID	Row	Column
East Well #1	100-01293	vahydro_416723	157	59
East Well #2	100-01294	vahydro_416725	157	59
East Well #3	100-01295	vahydro_416727	157	59
East Well #4	100-01296	vahydro_416738	157	59
East Well #5	100-01297	vahydro_416748	157	59
East Well #6	100-01298	vahydro_416755	157	59
Office Well #1	100-01299	vahydro_416762	157	58
West Well #1	100-01300	vahydro_416773	156	58
West Well #2	100-01301	vahydro_416780	156	58

Hydrologic Framework:

Data from the VCPHF is reported in this technical report to illustrate the hydrogeologic characteristics of the aquifers in the Virginia Eastern Shore near the applicant wells and identify major discrepancies between regional hydrogeology and site logs interpreted by the DEQ.

The following average aquifer elevations were estimated from the VAHydroGW-ES at the model cell(s) containing the applicant production wells.

VAHydroGW-ES Average Hydrologic Unit Information		
Aquifer	Elevation (feet msl)	Depth (feet bls)
Surface	9	0
Columbia aquifer (bottom)	-27	36
Upper Yorktown-Eastover aquifer (top)	-94	103
Upper Yorktown-Eastover aquifer (bottom)	-141	150
Middle Yorktown-Eastover aquifer (top)	-173	182
Middle Yorktown-Eastover aquifer (bottom)	-220	229
Lower Yorktown-Eastover aquifer (top)	-246	255
Lower Yorktown-Eastover aquifer (bottom)	-327	336

Groundwater Characterization Program Recommendations:

DEQ staff has reviewed available information and made the following determinations regarding the location of the aquifer tops for the following wells. Information reviewed in this process was geophysical logs, GW-2 forms, and The Virginia Coastal Plain Hydrogeologic Framework (USGS Professional Paper 1731).

Well	DEQ Well Number	Aquifer	Aquifer Top
East Well #1	100-1293	Upper Yorktown-Eastover	65

³ Sanford, W.E., Pope, J.P., and Nelms, D.L., 2009, Simulation of groundwater-level and salinity changes in the Eastern Shore, Virginia: U.S. Geological Survey Scientific Investigations Report 2009-5066, 125 p.

East Well #2	100-1294	Upper Yorktown-Eastover	65
East Well #3	100-1295	Upper Yorktown-Eastover	65
East Well #4	100-1296	Upper Yorktown-Eastover	85
East Well #5	100-1297	Middle Yorktown-Eastover	185
East Well #6	100-1298	Upper Yorktown-Eastover	85
Office Well #1	100-1299	Middle Yorktown-Eastover	185
West Well #1	100-1300	Upper and Middle Yorktown-Eastover	65/185
West Well #2	100-1301	Upper and Middle Yorktown-Eastover	65/185

Comparison of the Hydrogeologic Framework and Groundwater Characterization Program Recommendations:

The average top elevation of the Upper Yorktown-Eastover aquifer identified by DEQ of 85 ft-bls is 18 feet higher than, but in general agreement with the value obtained from the VAHydroGW-ES framework of 103 ft-bls. The top of the Middle Yorktown-Eastover aquifer provided by DEQ of 185 feet is within 5 feet of the value obtained from the VAHydroGW-ES framework of 182 ft-bls and is therefore in agreement.

Water Level Comparison:

Below water levels retrieved from the USGS regional observation network wells are compared to the simulated water levels reported in the *Virginia Eastern Shore Model (VAHydroGW-ES) 2021-2022 Simulation of Potentiometric Groundwater Surface Elevations of Reported and Total Permitted Use* report (the 2021-2022 report) and simulation files.⁴ This comparison is made in order to evaluate the performance of the regional model in the vicinity of the applicant wells and assess historical groundwater trends.

The 2021-2022 report provides two sets of simulated potentiometric water surface elevations. The VAHydroGW-ES model is divided into three parts. The first portion of the model simulates water levels within the Eastern Shore aquifers from 1900 through 2021 based upon historically reported pumping amounts (the “*Historic Use Simulation*”). This portion of the model has been calibrated to match water levels observed in USGS regional observation network wells situated throughout the peninsula. The water levels reported in the 2021-2022 report are based upon two separate simulations, each simulation running from 2020 through 2071. The simulated pumping amount in these two simulations are based upon, 1) the average 2017-2021 reported withdrawal amount of wells in the VAHydroGW-ES model (the “*Reported Use Simulation*”) and, 2) the current (2022) maximum withdrawal amount allowed under their current permit for wells in the VAHydroGW-ES model (the “*Total Permitted Simulation*”). Both these simulations are an extension of the *Historic Use Simulation* and the water levels reported in the 2021-2022 report are the final water levels simulated at the end of the simulations (2071).

⁴ See *Virginia Eastern Shore Model 2021-2022 Simulation of Potentiometric Groundwater Surface Elevations of Reported and Total Permitted Use* report and simulation files on file with the VA DEQ.

The “VAHydroGW-ES 2071 Reported Use Water Level,” reported in the tables below, is the simulated water level – 50 years from present – if all permitted pumping continued at the average 2017-2021 reported withdrawal amount for the next 50 years. The “VAHydroGW-ES 2071 Total Permitted Water Level,” reported in the tables below, is the simulated water level – 50 years from present – if all Eastern Shore permitted wells were to pump at the maximum permitted amount allowed under their current permit for the next 50 years. Finally, the “VAHydroGW-ES 2021 Historic Use Water Level,” reported in the tables below, is the water level simulated for the year 2021 in the *Historic Use Simulation*.

The nearest USGS regional observation network wells to the applicant wells, completed in the Upper and Middle Yorktown-Eastover aquifers, are listed in the following table and shown in Figure 1. For the USGS regional observation network wells, average 2021 reported water levels are shown in the following tables. Simulated water levels for the VAHydroGW-ES cells containing the USGS regional observation network wells are also shown in the following tables.

Comparing the VAHydroGW-ES 2021 Historic Use Water Level with the USGS Network Well 2021 Water Level provides a method for judging the accuracy of the VAHydroGW-ES. Figures 2 through 4 show graphs of the recorded water levels from the USGS observation wells listed in the following tables. These figures also show the simulated VAHydroGW-ES *Historic Use Simulation* water levels for the model cell containing each USGS well. Observing the simulated and observed water elevations together provide a second method for assessing the accuracy of the VAHydroGW-ES in the vicinity of the applicant wells.

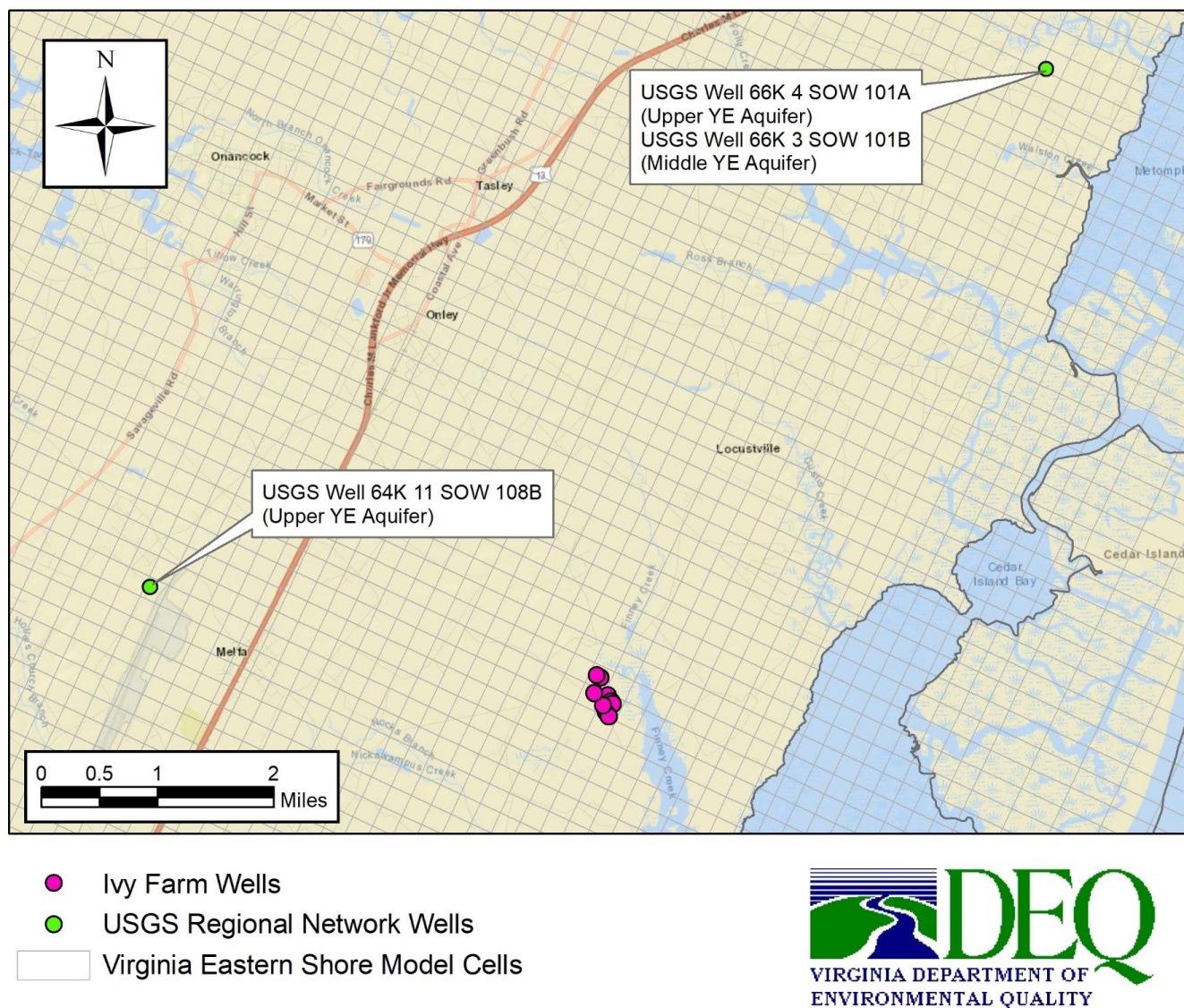


Figure 1. Nearest USGS regional observation network wells.

The water level graph for the first well in the Upper Yorktown-Eastover aquifer (64K 11 SOW 108B) shows an overall decrease of approximately 5 feet in water levels from the time of the earliest available records (1978) to the present with yearly fluctuations of approximately 1 to 3 feet. The VAHydroGW-ES Reported Use water level at this location is 1 to 7 feet lower than, but in general agreement with, the USGS Network Well water levels.

The water level graph for the second well in the Upper Yorktown-Eastover aquifer (66K 4 SOW 101A) also shows a decrease of approximately 5 feet in water levels from the time of the earliest available records (1977) to the present. Yearly fluctuations in water level for this well range from approximately 1 to 3 feet. The VAHydroGW-ES Reported Use water levels at this location are within 5 feet of the USGS Network Well water levels and are therefore in general agreement.

The water level graph for the well in the Middle Yorktown-Eastover aquifer (66K 3 SOW 101B) shows a decrease of approximately 5 feet in water levels from the time of the earliest available records (1977) to the present. The water level has at this location has fluctuated on a yearly basis from 1 to 3 feet. The VAHydroGW-ES Reported Use water levels at this location are within 3 feet of the USGS Network Well water levels and are therefore in general agreement.

Each of the three wells exhibit yearly fluctuations in water levels of approximately 1 to 3 feet. Water levels simulated by the VAHydroGW-ES do not fluctuate in the same manner because the pumping and recharge simulated in the model for any given year are averaged over the year and entered in the model as the average value for the year.

Upper Yorktown-Eastover Measurements	Well 64K 11 SOW 108B	Well 66K 4 SOW 101A
Distance from applicant wells (miles)	3.9	6.5
VAHydroGW-ES Row	161	122
VAHydroGW-ES Column	38	65
VAHydroGW-ES Land Surface Elevation (ft-msl)	44	10
USGS Well Land Surface Elevation (ft-msl)	47	10
USGS Network Well 2021 Water Level (ft-msl)	34.5	4.1
VAHydroGW-ES 2021 Reported Use Water Level (ft-msl)	28.3	2.9
VAHydroGW-ES 2071 Reported Use Water Level (ft-msl)	28.2	2.8
VAHydroGW-ES 2071 Total Permitted Water Level (ft-msl)	25.1	1.5

Middle Yorktown-Eastover Measurements	Well 66K 3 SOW 101B
Distance from applicant wells (miles)	6.5
VAHydroGW-ES Row	122
VAHydroGW-ES Column	65
VAHydroGW-ES Land Surface Elevation (ft-msl)	10
USGS Well Land Surface Elevation (ft-msl)	8
USGS Network Well 2021 Water Level (ft-msl)	1.9
VAHydroGW-ES 2021 Reported Use Water Level (ft-msl)	0.7
VAHydroGW-ES 2071 Reported Use Water Level (ft-msl)	0.6
VAHydroGW-ES 2071 Total Permitted Water Level (ft-msl)	-0.7

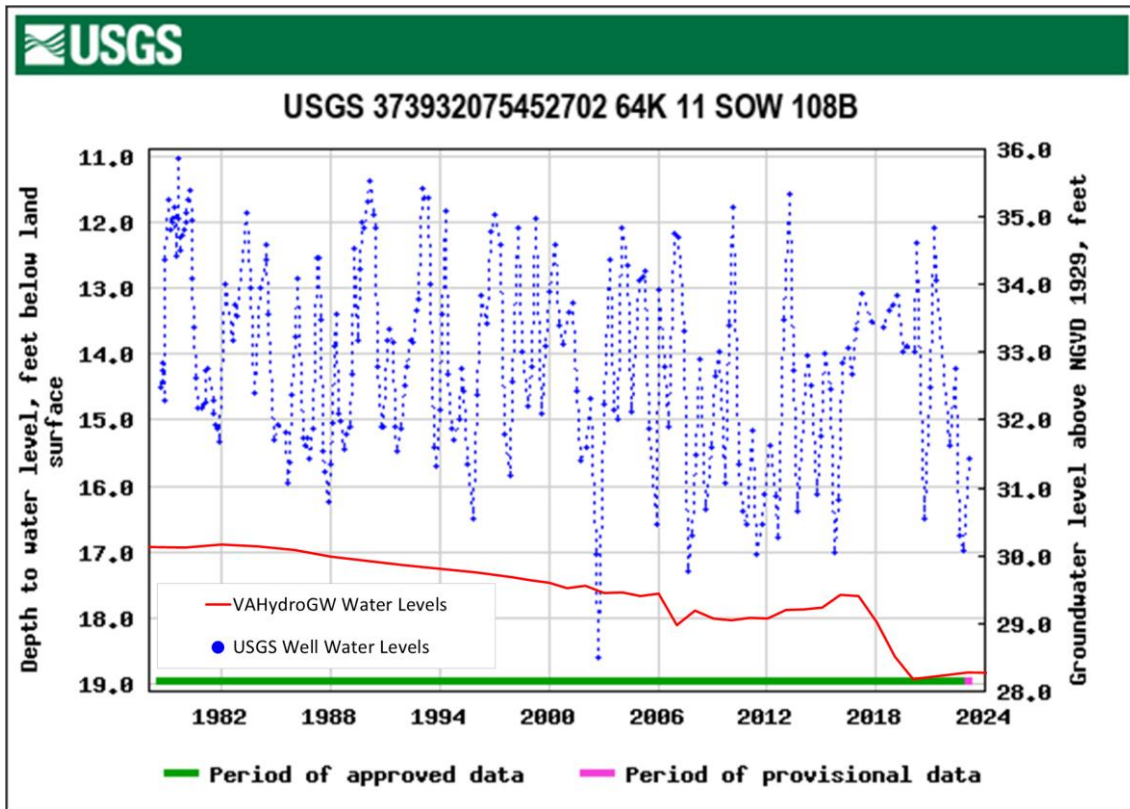


Figure 2. USGS Regional Observation Well 64K 11 SOW 108B, Upper Yorktown-Eastover aquifer water levels recorded from 1978 to present (well depth 180 ft bls, land surface 47 ft msl).

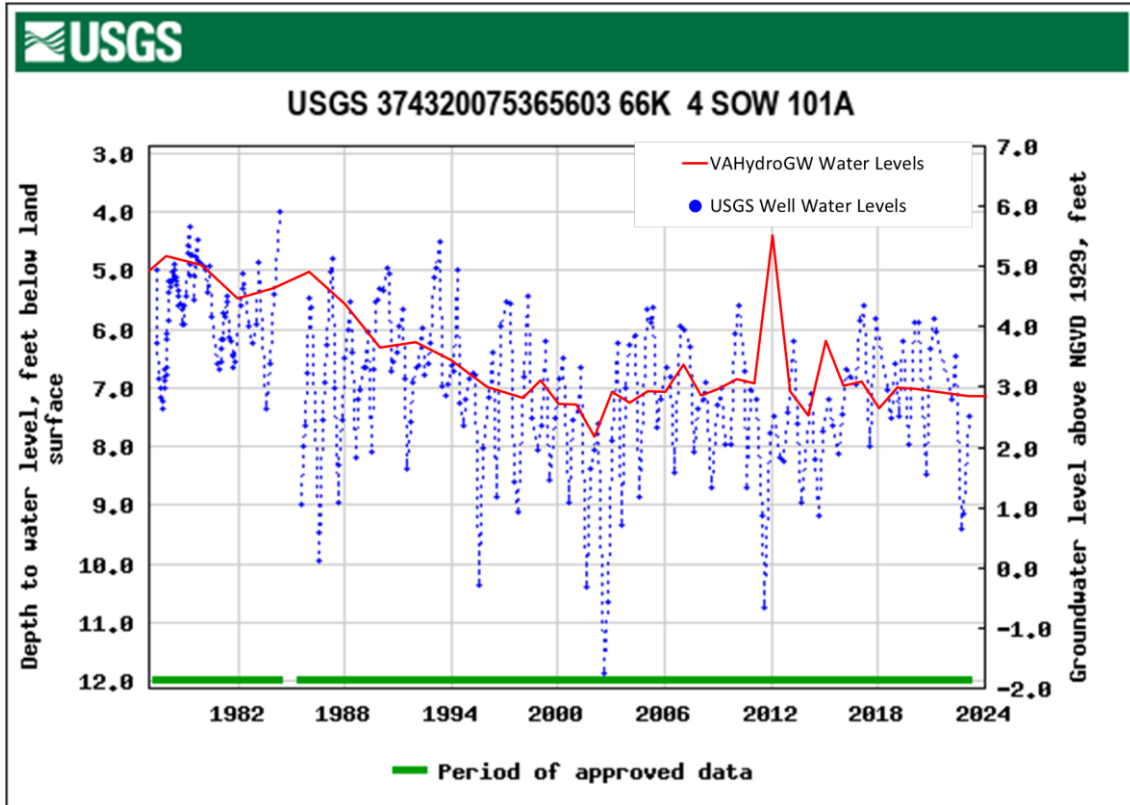


Figure 3. USGS Regional Observation Well 66K 4 SOW 101A, Upper Yorktown-Eastover aquifer water levels recorded from 1977 to present (well depth 152 ft bls, land surface 10 ft msl).

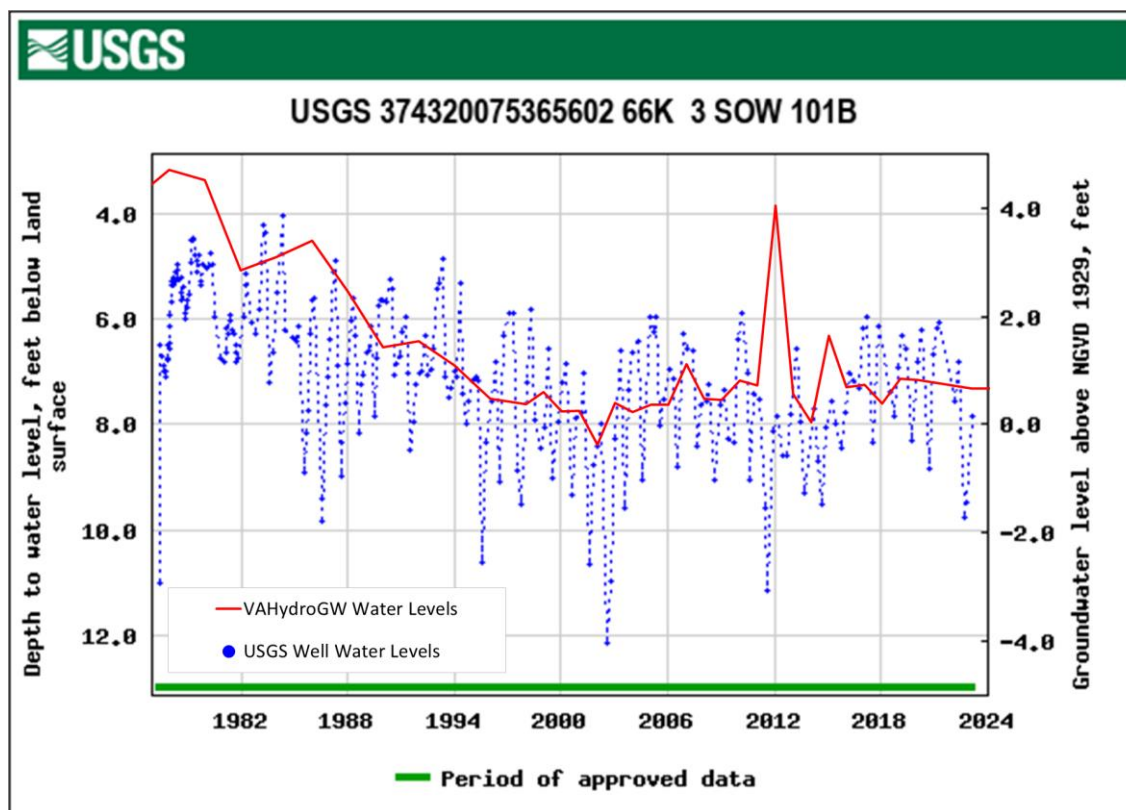


Figure 4. USGS Regional Observation Well 66K 3 SOW 101B, Middle Yorktown-Eastover aquifer water levels recorded from 1977 to present (well depth 222 ft bls, land surface 8 ft msl).

Aquifer Test(s):

No aquifer test(s) were conducted at the facility.

The following table provides the average hydrogeologic properties assigned to the VAHydroGW-ES cell(s) containing the applicant wells.

Virginia Eastern Shore Model Hydrogeologic Properties							
Aquifer	Top Elevation (feet msl)	Top Elevation (feet bls)	Aquifer Thickness (feet)	Horizontal Conductivity (feet/day)	Vertical Conductivity (feet/day)	Specific Storage (1/feet)	Specific Yield
Columbia	9	0	36	57	0.5	0.00001	0.15
Upper Yorktown-Eastover	-94	103	47	8	8.6	0.000004	N/A
Middle Yorktown-Eastover	-173	182	47	6	4.5	0.000004	N/A
Lower Yorktown-Eastover	-246	255	82	4	3.2	0.000004	N/A

Model Results

Evaluation of Withdrawal Impacts:

The VAHydroGW-ES model was used to simulate the effects resulting from the proposed withdrawal due to the multi-aquifer impacts. The stabilized effects resulting from the proposed withdrawal were simulated using an annual withdrawal rate of 7,000,000 gallons per year (19,165 average gpd). This average annual withdrawal amount was determined by dividing the fifteen year value (105,000,000 gallons) by the term duration (fifteen years) which resulted in a value of 7,000,000 gallons per year. The stabilized effects were simulated by replacing the reported use amounts in the 2021 VAHydroGW-ES Reported Use Simulation with the current maximum annual withdrawal limit allowed under the terms of

their permit for all Ground Water Management Area (GWMA) permit holders. That same simulation was executed twice, once with the proposed withdrawal removed (the *baseline simulation*), and once with the proposed withdrawal added (the *proposed withdrawal simulation*). The stabilized effects of the proposed withdrawal were considered by simulating both simulations for 50 years and observing the difference in water potentiometric levels at the end of the simulations.

Area of Impact:

The area of impact (AOI) for an aquifer is the area where the additional drawdown due to the proposed withdrawal exceeds one foot. The results of the VAHydroGW-ES simulations, outlined in the preceding section, predict areas of impact in the Upper and Middle Yorktown-Eastover aquifers. The AOI areas extend a maximum distance of approximately 0.5 miles from the production center for the Upper and Middle Yorktown-Eastover aquifers. These areas are shown in the accompanying maps.

80 % Drawdown:

The 80% drawdown criterion was evaluated for all impacted, confined aquifers in the Virginia Eastern Shore using the VAHydroGW-ES *proposed withdrawal simulation*. The elevations of the top of the Upper, Middle, and Lower Yorktown-Eastover aquifers at the VAHydroGW-ES cell simulating the greatest drawdown (row 157, column 59) are -94, -173, and -246 feet msl, respectively. Based on the results of the *proposed withdrawal simulation*, the predicted potentiometric water levels at the same VAHydroGW-ES cell are 0.2, 2.9, and 3.3 feet msl for the Upper, Middle, and Lower Yorktown-Eastover aquifers, respectively. The 80% drawdown criterion allows the potentiometric water level (based on the critical surface elevation calculated from the VAHydroGW-ES data) to be reduced to -73.4, -136.6, and -195 feet msl in the Upper, Middle, and Lower Yorktown-Eastover aquifers, respectively. Therefore, the water levels in the VAHydroGW-ES cells containing the applicant wells for each confined aquifer are not simulated to fall below the critical surface. Additionally, no new VAHydroGW-ES cells are simulated to have water levels fall below the critical surface. Therefore, this withdrawal is within the limits set by the 80% drawdown criterion.

Water Quality:

The EPA has established the National Secondary Drinking Water Regulations (NSDWRs) which are non-enforceable guidelines regulating contaminants that may cause cosmetic or aesthetic (such as taste, odor, or color) effects in drinking water. The EPA recommends the secondary standards to water systems – states may choose to adopt them as enforceable standards. The EPA NSDWRs specify the limit on chloride as 250 mg/L.

The VAHydroGW-ES was created "to help the Commonwealth and local water managers better plan water use and estimate future changes in water and salinity levels in response to changes in water use."⁵ Use of the model to predict future chloride concentrations results in a "general useful understanding of system behavior, but water-resource managers must be careful in trusting the accuracy of predictions at individual wells from a regional model."⁶ Further, chloride concentrations at individual wells, predicted using the regional model, should not be relied upon to predict actual concentrations at those locations.

The potential for adverse changes to water quality due to the requested withdrawal was evaluated using transient, density-dependent, SEAWAT simulations using the VAHydroGW-ES. Two simulations were executed – one simulation without the proposed withdrawal included and a second with the proposed withdrawal included. Both simulations were executed for 50 years. Both used the 2022 total permitted

⁵ Sanford, W.E., Pope, J.P., and Nelms, D.L., 2009, Simulation of groundwater-level and salinity changes in the Eastern Shore, Virginia: U.S. Geological Survey Scientific Investigations Report 2009–5066, 125 p.

⁶ Sanford, W.E. and Pope, J.P., 2009, Current challenges using models to forecast seawater intrusion: lessons from the Eastern Shore of Virginia, USA. *Hydrogeology Journal* (2009), Volume: 18, Issue: 1, p: 73-93

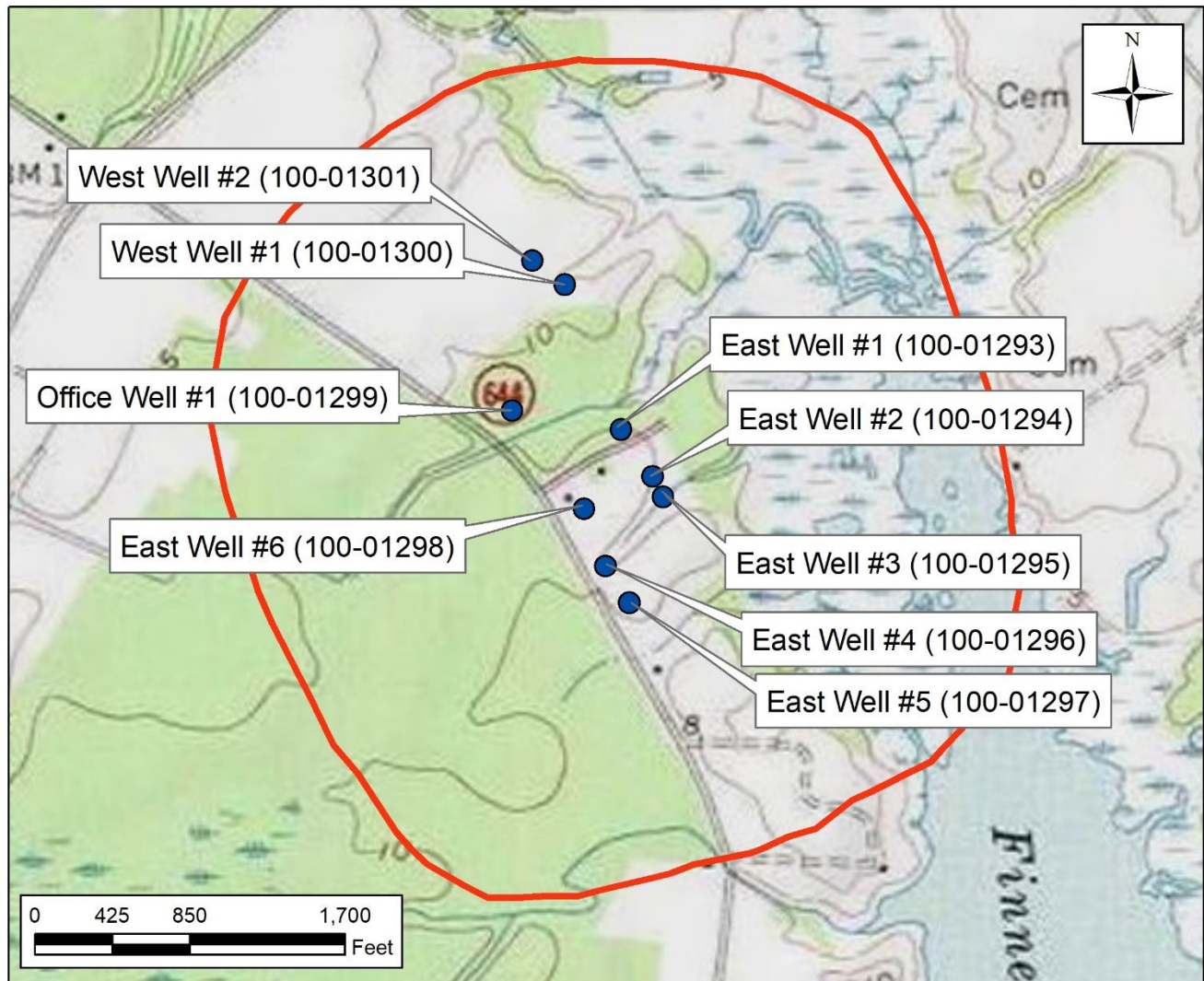
stresses, concentrations, and heads as starting conditions. In an effort to simulate the long-term effects on water quality due to the proposed withdrawal, the total annual amount of 7,000,000 gallons per year (19,165 average gpd) and was used for the duration of the second simulation. The two simulations were compared to evaluate the potential for adverse changes to water quality. The results indicated that one model cell representing the Upper Yorktown-Eastover confining unit simulates an increase in chloride concentration greater than 250 mg/L due to the proposed withdrawal. Additionally, several other cells in the Upper Yorktown-Eastover confining unit and two cells in the Middle Yorktown-Eastover aquifer simulate an increase in chloride concentrations greater than 50 mg/L due to the proposed withdrawal (see figures at the end of this report). As a result, the VAHydroGW-ES model results establish a potential for adverse changes to water quality as a result of the proposed withdrawal.

Conclusion:

The withdrawal requested by IF Acquisition, LLC for The Ivy Farm satisfies the technical evaluation criteria for permit issuance. The AOIs for the Upper and Middle Yorktown-Eastover aquifers are shown in the following maps. There are no existing permitted wells located within the applicant's AOIs. Modeling results do establish a potential for adverse changes to water quality due to simulated chloride concentration increases as a result of the proposed pumping.

Ivy Farm

Area of Impact - Upper Yorktown-Eastover Aquifer



● Ivy Farm Wells

— Upper Yorktown-Eastover Area of Impact

Simulated drawdown at or exceeding one foot in the Upper Yorktown Eastover (UYE) aquifer resulting from a 7,000,000 gpy, 50 year withdrawal from the Upper and Middle Yorktown-Eastover aquifers using the VAHydroGW-ES.

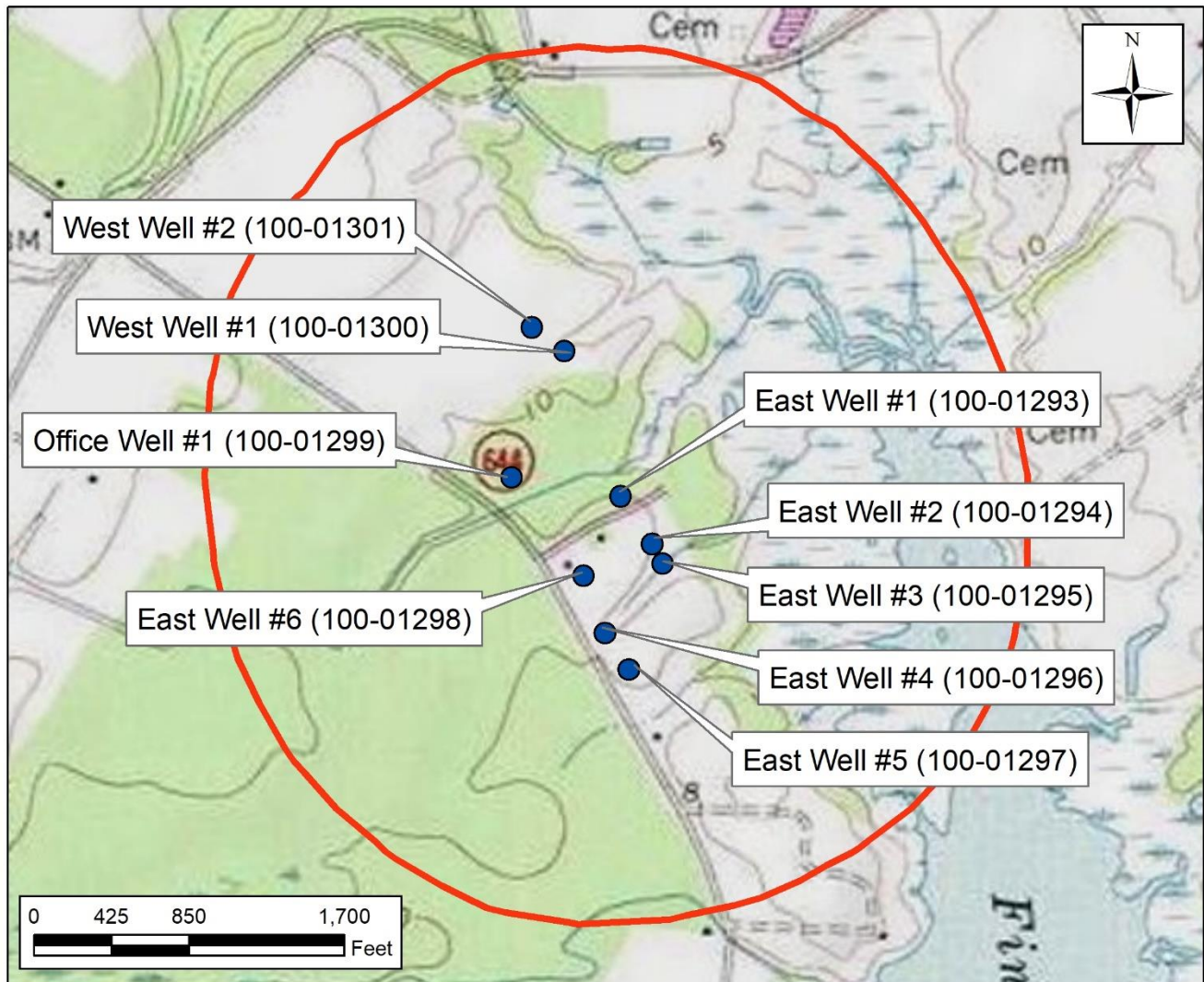
Maximum radius of one foot drawdown (Area of Impact) extends approximately 0.5 miles from the pumping center.

Technical evaluation performed by Aquaveo, LLC for the Virginia DEQ, Office of Water Supply
March 21, 2023



Ivy Farm

Area of Impact - Middle Yorktown-Eastover Aquifer



● Ivy Farm Wells

— Middle Yorktown-Eastover Area of Impact

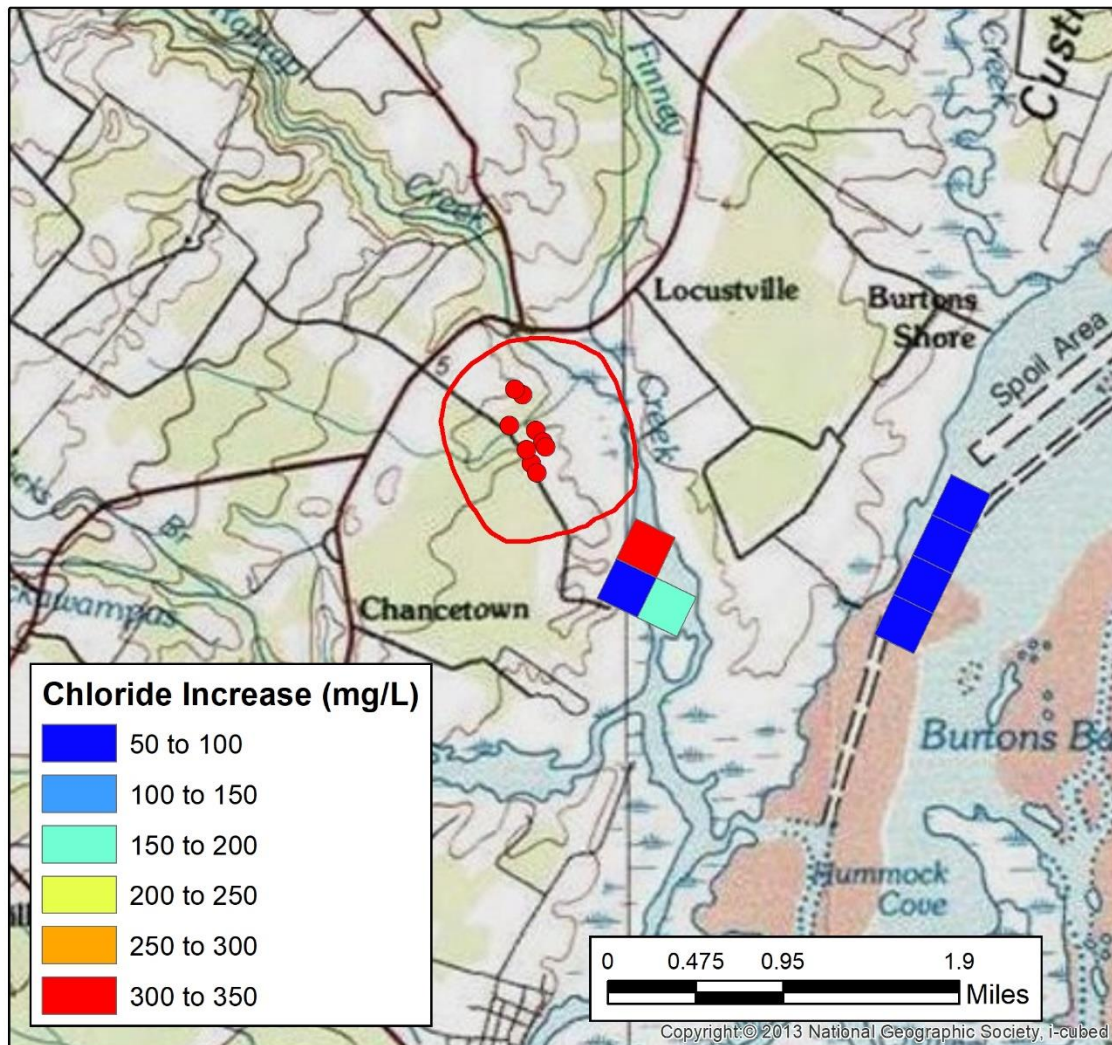
Simulated drawdown at or exceeding one foot in the Middle Yorktown Eastover (MYE) aquifer resulting from a 7,000,000 gpy, 50 year withdrawal from the Upper and Middle Yorktown-Eastover aquifers using the VAHydroGW-ES.

Maximum radius of one foot drawdown (Area of Impact) extends approximately 0.5 miles from the pumping center.

Technical evaluation performed by Aquaveo, LLC for the Virginia DEQ, Office of Water Supply
March 21, 2023



The Ivy Farm - Upper Yorktown-Eastover Confining Unit - Simulated VESM Chloride Concentration Increase



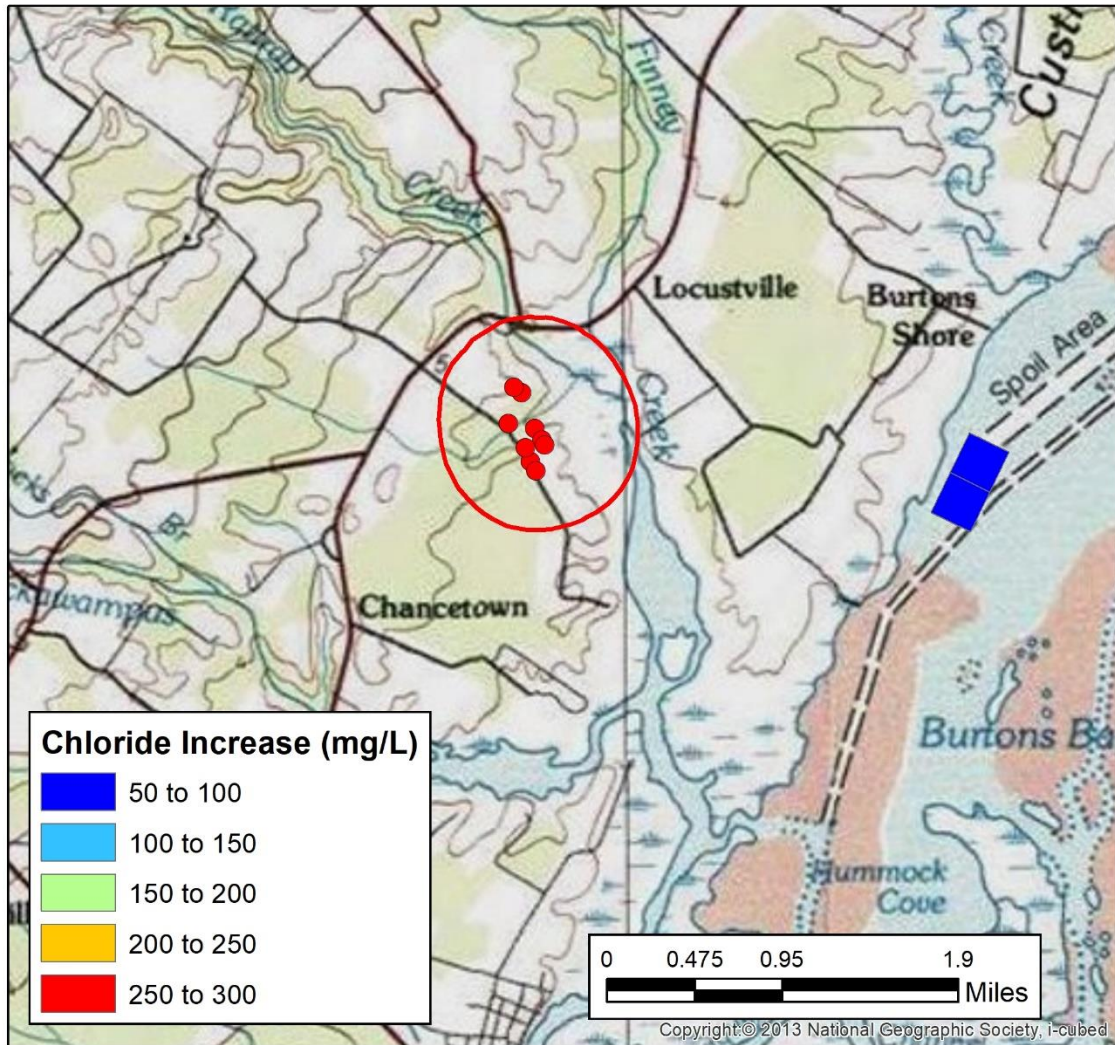
- Upper Yorktown-Eastover Aquifer AOI
- Ivy Farm Wells

Simulated chloride concentration increase in the Upper Yorktown-Eastover confining unit resulting from a 50 year simulation of 7,000,000 gallons per year from the Upper and Middle Yorktown-Eastover aquifers using the VAHydroGW-ES.

Technical Evaluation performed by Aquaveo, LLC for the Virginia DEQ, Office of Water Supply
March 21, 2023



The Ivy Farm - Middle Yorktown-Eastover Aquifer - Simulated VESM Chloride Concentration Increase



- Middle Yorktown-Eastover Aquifer AOI
- Ivy Farm Wells

Simulated chloride concentration increase in the Middle Yorktown-Eastover aquifer resulting from a 50 year simulation of 7,000,000 gallons per year from the Upper and Middle Yorktown-Eastover aquifers using the VAHydroGW-ES.

Technical Evaluation performed by Aquaveo, LLC for the Virginia DEQ, Office of Water Supply
March 21, 2023



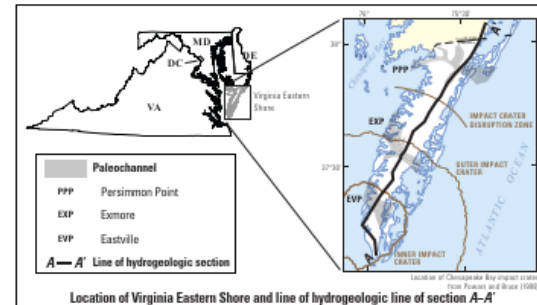
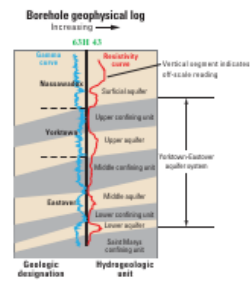
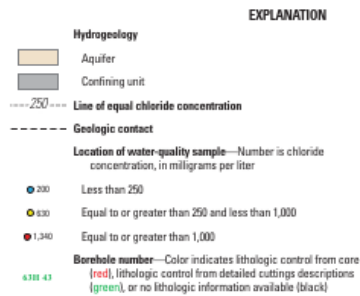
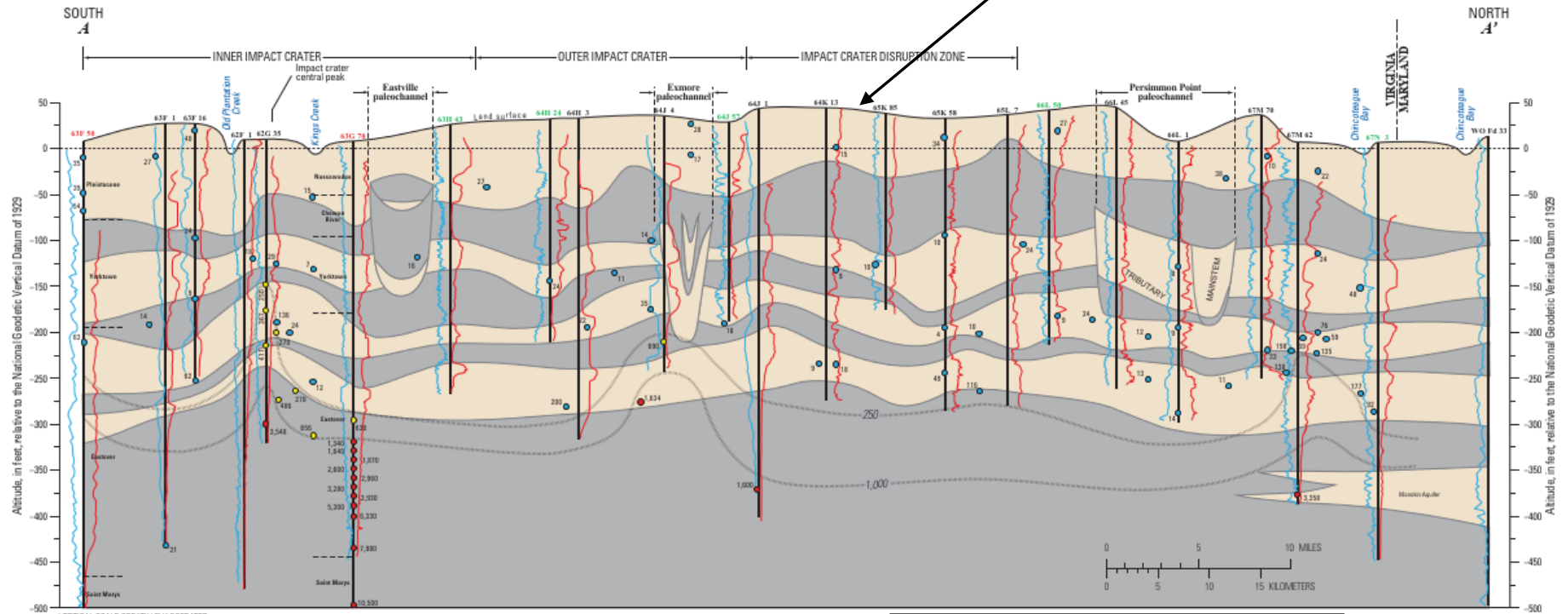


U.S. Department of the Interior
U.S. Geological Survey

Prepared in cooperation with the
Virginia Department of Environmental Quality

Scientific Investigations Report 2019-5093
Plate 2 of 13

Approximate location of
applicant wells, which are
east of this cross-section



Hydrogeologic Section through the Virginia Eastern Shore

By
E. Randolph McFarland and Todd A. Beach
2019

Cross-Section A-A' from USGS Scientific Investigations Report 2019-5093 (2019).



Water Conservation and Management Plan

The Ivy Farm

Land Preparation for Irrigation

Our beds are graded to allow for the capture of as much runoff as possible. After grading to our specs we then cover our beds with plastic. The purpose of this is twofold, one: after plants are watered any excess can be sheeted back to our drainage system, secondly: this does not allow water to leach into the ground where plants are being watered. After the application of poly we then add a layer of earth mat. This is a poly type material that is UV resistant and has special marking for nursery use. This material slows down the degradation of the poly underneath. Both materials are fastened to the ground using earth staples.

Determination of the Need for Irrigation

The need for irrigation is determined by available substrate moisture, the growth stage of the plants, the prior, current, and forecasted rainfall, and also temperature. We can determine the soil moisture by feel, appearance, and also by removing plant from container to check root ball. These things are checked every morning before our irrigation cycles begin. We have determined that 3.5 to 4 tenths of rain are enough to satisfy our plant's needs for one day.

Adjustments to Irrigation Schedule during growing season

The irrigation schedule is adjusted during the growing season by knowing each stage of the crop and its water use requirements. Irrigation scheduling is increased or decreased depending on the following factors, rainfall, temperature, and available soil moisture and plant growth stage.

Consideration of environmental factors in determining irrigation schedules

There are a number of environmental factors to be considered during irrigation scheduling. First we will look at current and forecasted rainfall. If we have had a significant enough amount of rain the night before we will not water for the day. If it is early in the morning and rainfall is expected that day we may not water. It all depends on timing and cloud conditions. Having no rain and cloudy conditions will allow us to stretch our water window a bit. If it will rain at mid-day or so we most likely can hold off a bit, but if rain is going to be later in the day, we will have to proceed with regular water scheduling. Wind also factors into our scheduling process. If we know that we are going to have a high wind event, early morning watering is a must. Winds are calmer early in the morning and give us the best window to water. Lastly temperature also affects our irrigation scheduling. Depending on the time of the year, which pretty much goes hand in hand with temperature, we can skip water days. Example: Fall watering may be every two to three days, whereas summer watering can be daily and sometimes even twice depending on

plant needs, winter watering will most likely be only once a week. Following weather forecasts is a must to determine what our needs are and will be.

Procedure for Replenishing Pond Water Supply

We have a number of ponds that are used as the primary water source. They can be replenished a couple of different ways. First, recapture of irrigation and rain water via our drainage system layout. We have set it up so that we can capture 75 to 85% or more of the water that we use and as much rain water as possible. There are a series of shallow settling ponds that water will go into before it goes directly back into our main irrigation ponds. Secondly, we have set our ponds up with an option to recharge using well water. This option is the one that is always considered "the last option".

Processes utilized for saving groundwater when recharging irrigation to Pond System

The biggest water saving process is the consideration of the actual real time shallow ground water table. It is important to us to never try and "fill the pond all the way up". We take into consideration the time of year and past accumulated knowledge of our shallow water supply. The winter is a pretty good partner in helping determine realistic water levels. Winter shows us where water should be when all things are neutral. During summer consumption we know that we do not want to try and fill up to that level. We try and stay 4-6' or more below winter water levels, if and when we use well water for pond recharge. We also employ low water level markers. With these we have a reference of our recorded all time low level mark. This would be the indicator to recharge and give us a reference point as to how much water has been put back into the pond.

Water loss reduction program

Our nursery uses a multitude of irrigation systems. We have low pressure drip irrigation (under 30psi), mid pressure overhead irrigation (30-50psi). It is our protocol to always run at the lowest pressure possible to increase droplet size which decreases the chances for evaporation and drift. Our overhead irrigation is set to what we believe is the ideal height to minimize watering outside of the area that needs it. Another step that is taken to reduce water loss is the replacement of worn sprinkler nozzles. Doing this assures that our sprinkler patterns are correct and crops are not over watered due to larger than specified nozzle orifice's. Also we can clean sprinkler's that may have an algae or calcium buildup. We use Rain dial irrigation controllers to control the length of time in which a crop is watered. Lastly and one of the biggest water loss savers, we always have someone on premises when irrigation is running. This assures everything is running properly and in the event of a problem it can be corrected immediately.

An audit of groundwater use will be conducted for the first two years following issuance of a Groundwater Withdrawal Permit by the Virginia Department of Environmental Quality. This will be accomplished by checking meter readings at each well and determining total water use since the start of tracking for quarterly submittals to the DEQ. The total usage number will be compared with the total from records submitted to DEQ and also with the permit withdrawal limits. If the totals do not match or if permit limits have been exceeded, The Ivy Farm will call or email the DEQ contact who was involved with permit application process.

Pump Station Inspections

These primarily consist of making sure that our irrigation controllers operate properly. We inspect all pipe fittings for leaks. Replacing the backup battery in the irrigation controller as needed. We clean screens on pond irrigation pumps. Also pressure gauges are assessed daily for proper operating pressure. Any defect in this part of our system is corrected immediately. As all items are inspected and corrected daily we do not keep records.

Water conveyance and distribution

Our irrigation system is composed of varying sizes of schedule 40 pvc. 1/2", 3/4", 1", 1 1/4", 2" and 4" pvc pipes are used. Most of the main lines in the nursery are run through 4" mains and then broken down to smaller adequate lines. All connections are cleaned and glued with pvc cement. Depths of main lines are 16 to 24" with stubs coming up to each house or bed. Leaks are detected by daily visual inspection during use of system. Repairs will be made immediately.

Irrigation system inspections

We visually inspect all above ground irrigation as well as checking for leaks on the in ground portion. The in ground portion can be inspected by looking for standing water or seeping of water in main line trench locations. This is done on a daily basis. Sprinkler nozzles are broken down and cleaned on a yearly basis. It is at this time we can replace the nozzle, drip stake or sprinkler. Also during the course of daily operations a nozzle, drip stake or sprinkler deemed not performing properly can and will be replaced or cleaned to give optimal performance. Also this would be another situation for checking pressure gauges at pump station to ensure proper pressure for nozzle, drip stake or sprinklers. Inspections are daily with every use of the system. Repairs are made immediately and not recorded.

Irrigation system control equipment

Our system of Rain dial Irrigation controllers stops the system after a set time. This system is set manually and not used with a preset schedule. A typical cycle for us depending on location and crop averages from 20 – 24 minutes. That will be adjusted accordingly depending on environmental factors. Also we have adjustable and non-adjustable relief valves at the pumping stations. Relief valves allow us regulate pressure to the system thus ensures that we are not overwatering. All relief water is pumped back into the ponds. All of these systems are inspected daily. Any component found not to be working properly will be replaced immediately. Records are not kept as all non-functioning equipment is replaced immediately.

Water control structures for runoff

As stated earlier in this program it is estimated that we recapture 75 to 85% or more of our irrigation or rain water. These are directed to a settling pond through a series drainage ditches and or pipes. Once the settling ponds are

full, they will overflow back to the pond from which they originated. This allows time for moderate percolations back into the shallow water table as well the settling of sediment before it reaches the irrigation pond.

Water use education program

All irrigation applicators are trained in house through a 2 to 3 week in house, hands on training method. Training includes but is not limited to: 1-pvc pipe repairs, 2- time clock operation, 3-pressure gauges and proper operating ranges, 4-relief valves and proper operating ranges, 5-sprinkler and drip stake requirements, 6- time of day and weather event watering, 7- importance of water conservation.

Evaluations of potential water reuse options

We are always working towards recapturing water when at all possible. Efforts are made through site development, grading, and ditches to collect and transport water for reuse. Possible future efforts may include pumping water back to a pond when grading or ditches are not feasible. Our end goal is 100% recapture.

Water use reductions during water shortage emergencies.

If the local governing body or Director of DEQ declare mandatory water use restrictions during water shortage emergencies, The Ivy Farm will comply with the restrictions that are imposed.

MITIGATION PLAN

DEQ GROUND WATER WITHDRAWAL PERMIT NO. GW0072400

OWNER NAME IF Acquisition, LLC dba The Ivy Farm

FACILITY NAME The Ivy Farm

LOCATION Locustville, VA

INTRODUCTION

On March.3, 2015 (Application Date), The Ivy Farm (Owner name, Facility name) submitted a Ground Water Withdrawal Permit Application to the Virginia Department of Environmental Quality (DEQ) to withdraw ground water. Ground water withdrawals associated with this permit will be utilized to supply water to The Ivy Farm for potable and irrigation uses.

(Describe the proposed beneficial use in the space above.)

The purpose of this Mitigation Plan is to provide existing ground water users a method to resolve claims that may arise due to the impact of the withdrawal from the The Ivy Farm well field.

Predicted drawdown of water levels due to the withdrawal(s) from the _____ aquifer(s) are shown in figure(s).

Modeled impacts, as shown on the attached maps, extend beyond the boundary of the The Ivy Farm facility. Due to these findings, The Ivy Farm recognizes that there will be a rebuttable presumption that water level declines that cause adverse impacts to existing ground water users within the area of impact are due to this withdrawal. Claims may be made by ground water users outside this area, however, there is a rebuttable presumption that The Ivy Farm has not caused the adverse impact. The Ivy Farm proposes this plan to mitigate impacts to existing users and excludes impacts to wells constructed after the effective date of this permit.

CLAIMANT REQUIREMENTS

To initiate a claim, the claimant must provide written notification of the claim to the following address:

Contact Name Brian Joynes
Title General Manager
Permittee Name Gerald J. Christian
Address P.O. Box 116, 22511 Rose Cottage Rd
City, State Zip Code Locustville, VA 23404

The claim must include the following information: (a) a deed or other available evidence that the claimant is the owner of the well and the well was constructed and operated prior to the effective date of the permit; (b) all available information related to well construction, water levels, historic yield, water quality, and the exact location of the well sufficient to allow The Ivy Farm to locate the well on the claimant's property; (c)

the reasons the claimant believes that the The Ivy Farm withdrawal has caused an adverse impact on the claimants well(s).

CLAIM RESOLUTION

 The Ivy Farm will review any claim within five (5) business days. If The Ivy Farm determines that no rebuttal will be made and accepts the claim as valid, The Ivy Farm will so notify the claimant and will implement mitigation within **thirty (30) business days**. If the claim is not accepted as valid, The Ivy Farm will notify the claimant that (a) the claim is denied or (b) that additional documentation from the claimant is required in order to evaluate the claim. Within **fifteen (15) business days** of receiving additional documentation from the claimant, The Ivy Farm will notify the claimant (a) that The Ivy Farm agrees to mitigate adverse impacts or (b) the claim is denied. If the claim is denied, the claimant will be notified that the claimant may request the claim be evaluated by a three (3) member committee. This committee will consist of one (1) representative selected by The Ivy Farm , one (1) representative selected by the claimant, and one (1) representative mutually agreed upon by the claimant and The Ivy Farm .

Any claimant requesting that a claim be evaluated by the committee should provide the name and address of their representative to The Ivy Farm . Within **five (5) business days** of receipt of such notification, The Ivy Farm will notify the claimant and claimant's representative of the identity of The Ivy Farm representative and instruct the representatives to select a third representative within **ten**

(10) business days. Representatives should be a professional engineer or hydrogeologist with experience in the field of ground water hydrology. The Ivy Farm agrees to reimburse the members of the committee for reasonable time spent, at a rate prevailing in the area for experts in the above listed fields, and for direct costs incurred in administering the plan. The claimant may, at his or her option, choose to provide the reimbursement for the member of the committee selected by the claimant and up to half of the reimbursement for the mutual representative.

Within ten **(10) business days** of selection of the third representative, the committee will establish a **reasonable deadline** for submission of all documentation it needs to evaluate the claim. Both the claimant and The Ivy Farm will abide by this deadline.

Within **fifteen (15) business days** of receipt of documentation, the committee will evaluate the claim and reach a decision by majority vote. The committee will notify the claimant regarding its decision to (a) deny or (b) approve the claim. If the claim is approved, The Ivy Farm will mitigate the adverse impacts within **thirty (30) business days** of making the decision or as soon as practical. If the claim is denied by the committee, The Ivy Farm may seek reimbursement from the claimant for the claimant's committee representative and one half of the 3rd representative on the committee.

If a claimant within the indicated area of impact indicates that they are out of water, The Ivy Farm will accept the responsibility of providing water for human consumptive needs within **seventy-two (72) hours** and to cover the claim review period. The Ivy Farm reserves the right to recover the cost of such emergency supply if the claim is denied by The Ivy Farm or found to be fraudulent or frivolous. If The Ivy Farm denies a claim and the claimant elects to proceed with the three (3) member committee, The Ivy Farm will continue the emergency water supply at the claimants request during the committee's deliberations, but reserves the right to recover the total costs of emergency water supply in the case that the committee upholds the denial of the claim. Similarly, The Ivy Farm reserves the right to recover costs associated with the claim process if a claim is found to be fraudulent or frivolous.

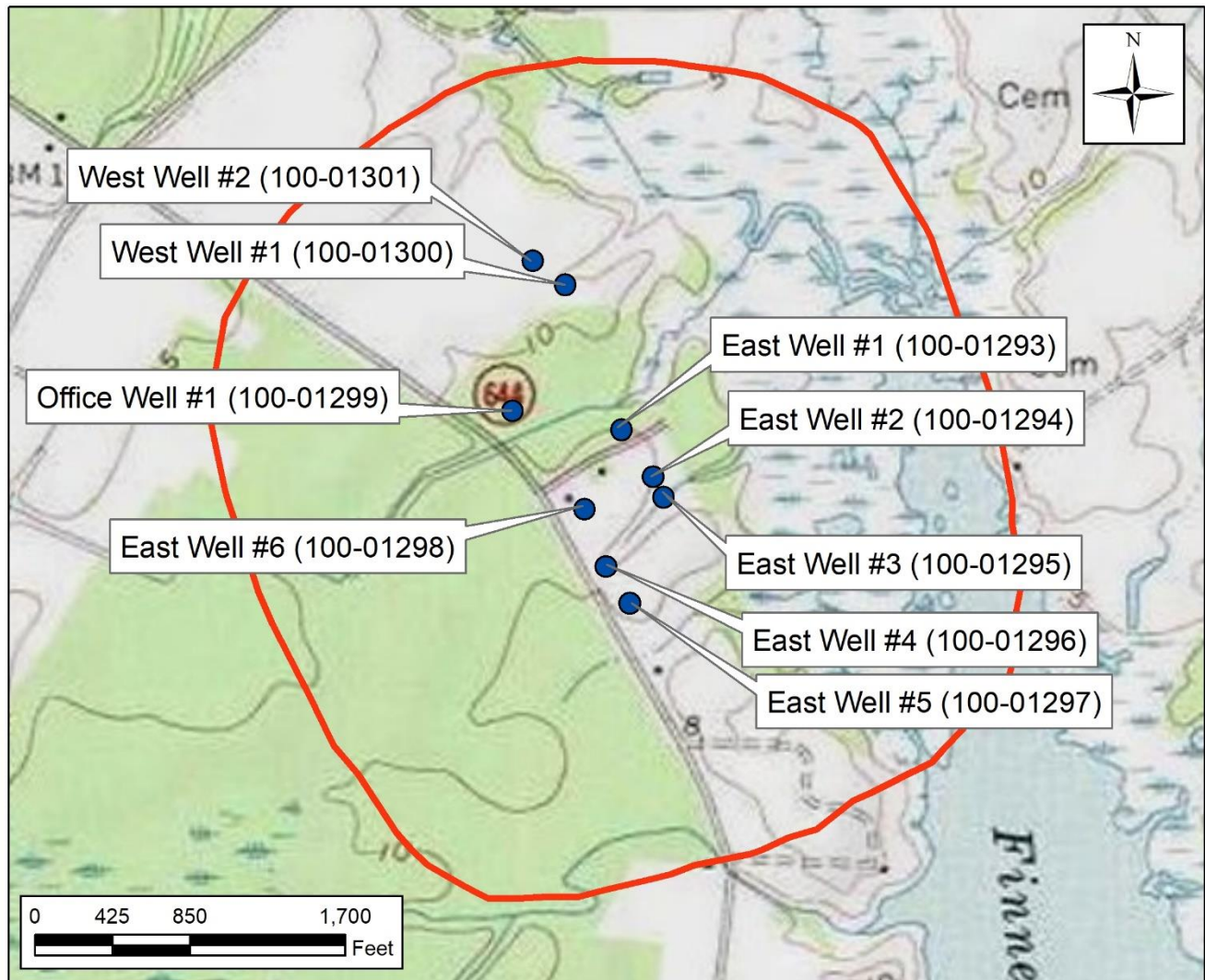
If it is determined by the committee or shown to the committee's satisfaction that a well operating under a mitigation plan similar to The Ivy Farm's Plan other than those owned and operated by The Ivy Farm has contributed to the claimed adverse impact, The Ivy Farm's share of the costs associated with mitigation will be allocated in proportion to its share of the impact. Such a determination shall be made by the committee after notification of the third party well owner, giving the third party well owner opportunity to participate in the proceedings of the committee.

PLAN ADMINISTRATION

Nothing in the Plan shall be construed to prevent the Department of Environmental Quality Staff from providing information needed for resolution of claims by the committee.

Ivy Farm

Area of Impact - Upper Yorktown-Eastover Aquifer



● Ivy Farm Wells

— Upper Yorktown-Eastover Area of Impact

Simulated drawdown at or exceeding one foot in the Upper Yorktown Eastover (UYE) aquifer resulting from a 7,000,000 gpy, 50 year withdrawal from the Upper and Middle Yorktown-Eastover aquifers using the VAHydroGW-ES.

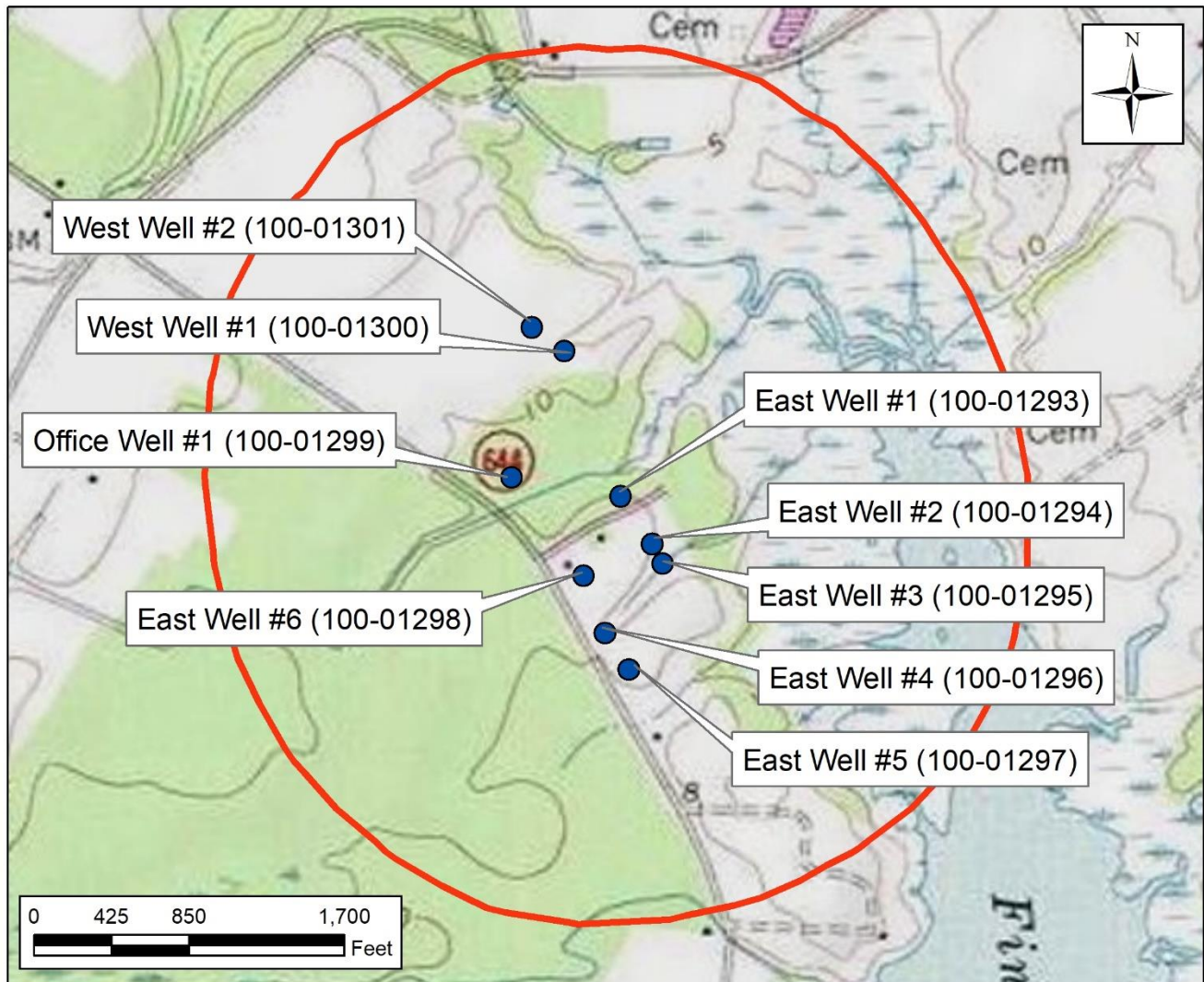
Maximum radius of one foot drawdown (Area of Impact) extends approximately 0.5 miles from the pumping center.

Technical evaluation performed by Aquaveo, LLC for the Virginia DEQ, Office of Water Supply
March 21, 2023



Ivy Farm

Area of Impact - Middle Yorktown-Eastover Aquifer



● Ivy Farm Wells

— Middle Yorktown-Eastover Area of Impact

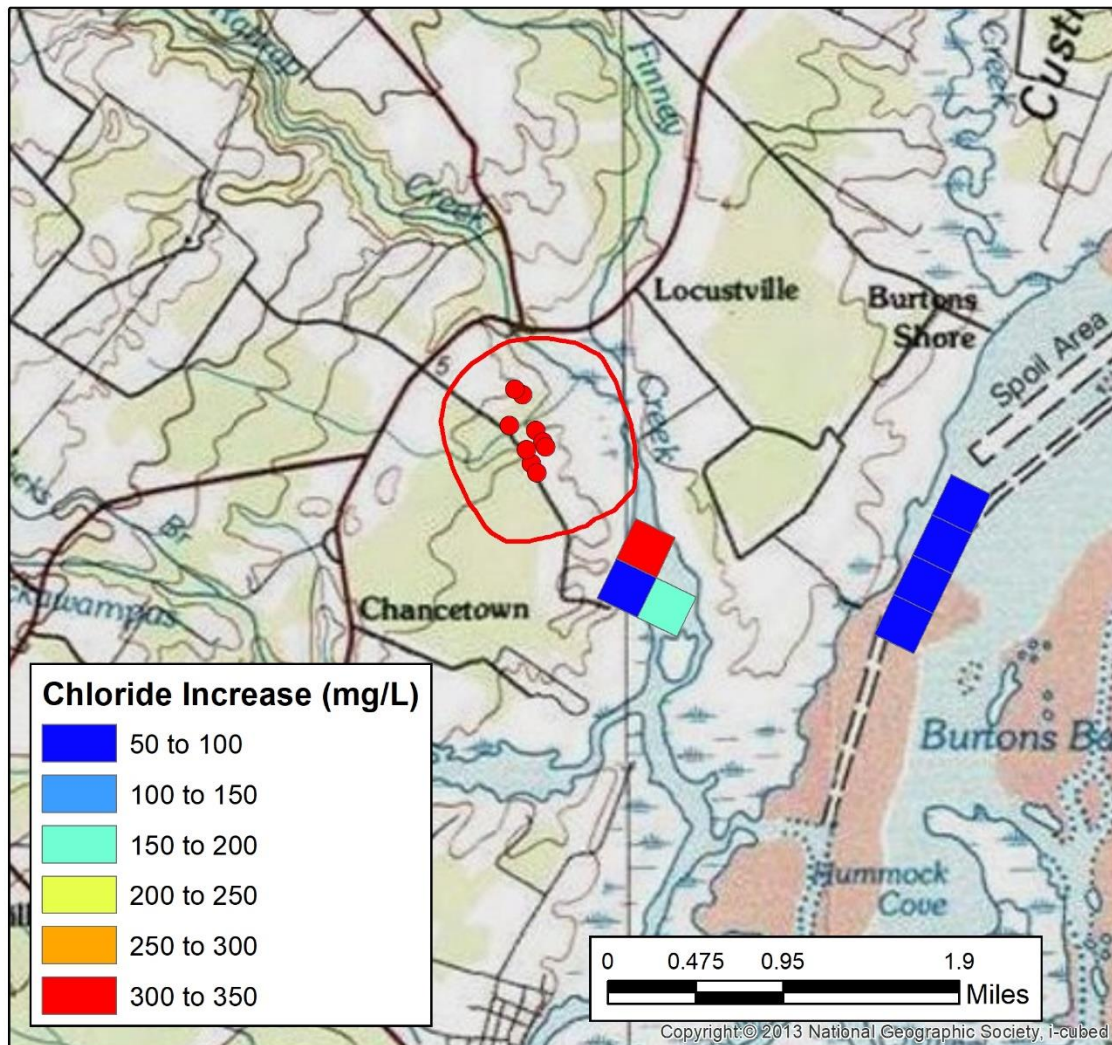
Simulated drawdown at or exceeding one foot in the Middle Yorktown Eastover (MYE) aquifer resulting from a 7,000,000 gpy, 50 year withdrawal from the Upper and Middle Yorktown-Eastover aquifers using the VAHydroGW-ES.

Maximum radius of one foot drawdown (Area of Impact) extends approximately 0.5 miles from the pumping center.

Technical evaluation performed by Aquaveo, LLC for the Virginia DEQ, Office of Water Supply
March 21, 2023



The Ivy Farm - Upper Yorktown-Eastover Confining Unit - Simulated VESM Chloride Concentration Increase



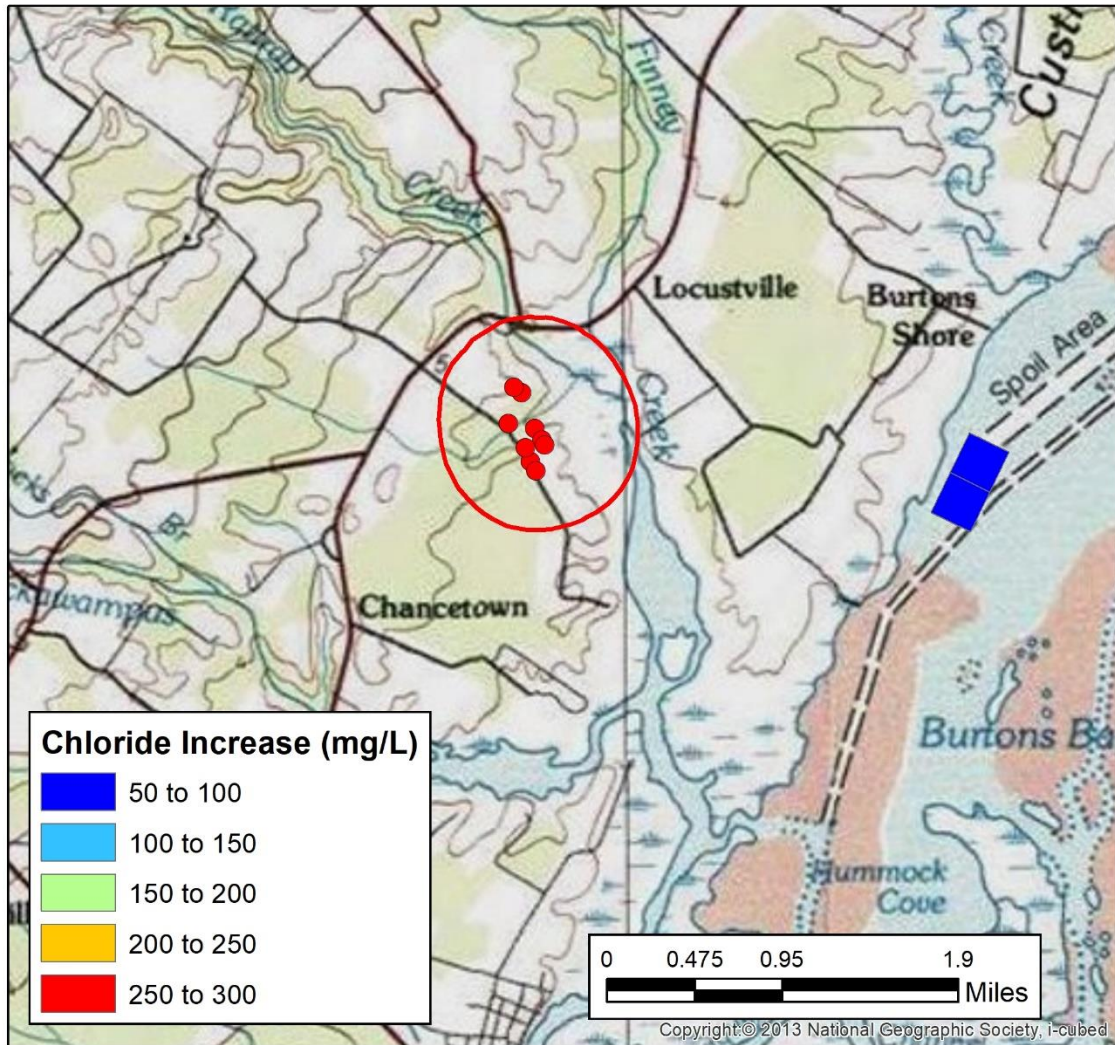
- Upper Yorktown-Eastover Aquifer AOI
- Ivy Farm Wells

Simulated chloride concentration increase in the Upper Yorktown-Eastover confining unit resulting from a 50 year simulation of 7,000,000 gallons per year from the Upper and Middle Yorktown-Eastover aquifers using the VAHydroGW-ES.

Technical Evaluation performed by Aquaveo, LLC for the Virginia DEQ, Office of Water Supply
March 21, 2023



The Ivy Farm - Middle Yorktown-Eastover Aquifer - Simulated VESM Chloride Concentration Increase



- Middle Yorktown-Eastover Aquifer AOI
- Ivy Farm Wells

Simulated chloride concentration increase in the Middle Yorktown-Eastover aquifer resulting from a 50 year simulation of 7,000,000 gallons per year from the Upper and Middle Yorktown-Eastover aquifers using the VAHydroGW-ES.

Technical Evaluation performed by Aquaveo, LLC for the Virginia DEQ, Office of Water Supply
March 21, 2023



COMMERCIAL PROPERTY PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT is made this 15th day of December, 2025 between _____ (the "Purchaser") whose email address and phone number are _____ and **IF ACQUISITION LLC** (the "Seller"), and **Rasmus Auctions Inc.** (the "Auction Firm").

In consideration of the deposit in the sum of \$_____ in cash or certified funds, receipt of which is acknowledged, the Purchaser agrees to buy and the Seller agrees to sell for the sum of \$_____ calculated as the high bid of \$_____ plus \$_____ buyer's premium (10% of the highest bid), all that certain commercial property together with all improvements thereon (the "Property") described as follows:

Address: _____

PID: _____

Property Description: Commercial shopping center including all buildings, structures, fixtures, equipment, and appurtenances

DEED AND TITLE

Said premises are to be conveyed by General Warranty Deed from all owners of record. The title to said premises shall be subject to all existing restrictions, easements, recorded agreements and covenants, rights of public service companies, easements of roads, zoning regulations, ordinances, statutes and regulations of any constituted public authority now in force or which may be passed prior to final settlement, under the following terms and conditions:

TERMS AND CONDITIONS

DEPOSIT

A \$_____ deposit is to be paid by a cashier's check or personal/company check with the bank letter of guarantee on auction date, any balance of 10% of the high bid is to be paid within three (3) business days of the date of this agreement, the sum of which shall be applied to the purchase price upon compliance by Purchaser(s) with the Agreement. Dudley Auctions shall hold the Buyer's Deposit in an interest-bearing escrow account with all interest accruing to the benefit of escrow agent.

BALANCE OF PURCHASE PRICE AT SETTLEMENT

The balance of the purchase price shall be paid by a cashier's check or cash at the time of final settlement and delivery of deed. Final settlement shall take place by

_____January 13th, 2026_____, time being of the essence. ‘

AGENCY DISCLOSURE

Purchase is made in accordance with all terms and conditions of sale per the listing on DudleyResources.com. As stated in terms, all parties agree that the Auction Firm is acting as auctioneer/agent and is agent for the seller only.

FINANCING

This property is not being sold subject to financing.

COMMISSIONS

Purchaser acknowledges and understands that the Buyer's Premium on the sale is a commission to Auction Firm and is deemed earned by the Auction Firm when this Agreement is accepted. The Buyer's Premium shall be paid to Auction Firm at Settlement.

TITLE

Except as may be otherwise provided in this agreement, the title to said premises shall be good and marketable or such as will be insured at regular rates by a responsible Title Insurance Company. The cost for title search will be paid for by the Purchaser. If a defect is found which can be remedied by legal action or otherwise 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 sixty (60) days after scheduled date of closing, then this Contract may be terminated by either Seller or Purchaser at the expiration of such sixty (60) day period, at which time the Deposit shall be returned to Purchaser. Upon the return of the Deposit, this Contract shall be terminated and shall be deemed to be null and void; neither Seller nor Purchaser shall have any claim against the other or against the Auction Firm by reason of this Contract.

Purchaser may extend the date for Settlement to the extent necessary for Seller to comply with this paragraph. If title, in accordance with this agreement, cannot be conveyed by Seller; Purchaser shall have the option of taking such title as Seller can give without abatement of price or, in the alternative, of being repaid all money paid on account of the purchase price. In the latter event, Seller's and Auction Firm's liability hereunder to the Purchaser shall absolutely cease.

APPORTIONMENTS

Real estate taxes, water charges, sewer charges, utilities, common area maintenance fees, property management fees, insurance premiums, tenant security deposits, and other charges, if any, shall be apportioned to the date of final settlement on the basis of the imposing authority's fiscal year. All rental income shall be prorated to the date of settlement.

EXISTING LEASES AND TENANT RELATIONSHIPS

The Property is sold subject to all existing leases, rental agreements, and tenant relationships. Seller shall provide Purchaser with copies of all leases, rental agreements, tenant correspondence, and related documents at least five (5) days prior to settlement. Purchaser acknowledges acceptance of all tenant security deposits and lease obligations upon closing.

POSSESSION

Possession shall be delivered at settlement, subject to the rights of existing tenants under valid leases.

TRANSFER TAXES

The Purchaser shall pay all state, county, city and local transfer taxes imposed upon this sale, including the Grantor's Tax.

WORK DONE OR ORDERED

Seller shall not be liable for any work done or ordered to be done after the date of this agreement by any municipal or other public authority, or for any notice issued after the date of this agreement by any municipal or other public authority, upon or about said premises. Purchaser agrees to take title subject to any lien that may be recorded as a result of any of the foregoing and to any such notice issued after the date of this agreement.

PREPARATION OF DOCUMENTS

The deed shall be prepared by Seller at Seller's expense and acknowledged and recorded at the expense of Purchaser. Purchaser shall pay all title searches, title insurance charges, survey expenses, usual conveyance expenses, and recordation taxes, including Grantor's Tax.

DEFAULT BY PURCHASER

Should Purchaser fail to close as provided in this Agreement, Purchaser will be in default. Upon default by Purchaser, Seller's and Auction Firm's liability hereunder to Purchaser shall absolutely cease, and Auction Firm shall be entitled to retain the Purchaser's Deposit. If Purchaser has not paid the Buyer's Deposit in full or if Auction Firm has incurred any expenses due to default by Purchaser, and Purchaser has made payment(s) to Seller, then, upon notice from Auction Firm to the Seller, any payment(s) by Purchaser to Seller ("Payments to Seller") shall be remitted to Auction Firm by the Seller and shall be subject to use as reimbursement to Auction Firm for any expenses incurred by Auction Firm due to default of Purchaser.

The Buyer's Deposit and the Payment to Seller shall be apportioned to Auction Firm and Seller in the following manner: Auction Firm will retain the amount it would have received as the Buyer's Premium at settlement plus compensation for any expenses it incurred due to default by Purchaser, and Seller will retain the remainder. Additionally, the Auction Firm may resort to any other action or remedy in law or equity that may be available.

PLANS OR SURVEY

If reference is made in this agreement to a plan or survey for the description of said premises, this agreement and the conveyance of said premises are subject to all conditions and facts shown on the plan or survey.

ADVERTISEMENTS

Purchaser acknowledges that square footage, lot sizes, area measurements, income figures, and other property details set forth in any circular and other advertising of this sale may not be accurate and that in signing this agreement Purchaser relied on the description or plan set forth or referred to in this agreement and not upon any circular or other advertising of this sale.

SELLER'S AGENT ONLY

Purchaser acknowledges that Auction Firm is the agent for Seller only, and it is understood and agreed that Auction Firm shall not be held liable to the Purchaser, either directly or indirectly, for breach of any provision of this Agreement. In the event that the Auction Firm is found liable to the Purchaser, then the extent of the Auction Firm's liability shall be limited to the amount of any funds paid to the Auction Firm under this Agreement.

ACKNOWLEDGMENTS

Purchaser acknowledges that the Property is being offered for sale "AS IS" and will convey in "AS IS" condition, without warranty expressed or implied as to the condition of the

premises, environmental conditions, compliance with Americans with Disabilities Act, zoning compliance, or income production capabilities.

DUE DILIGENCE PERIOD

The Purchaser acknowledges that they have had adequate opportunity to inspect the Property, review all leases, financial statements, operating expenses, environmental reports, and other relevant documentation prior to bidding. No due diligence period is provided post-auction.

TIME IS OF THE ESSENCE

All times herein shall be of the essence of this agreement. In the event that Purchaser does not close on time, Purchaser shall be liable to the Auction Firm in the amount of \$100.00 for each day that closing does not occur as scheduled herein as an administrative late fee. The parties agree and acknowledge that such amount shall be for reimbursement of administrative expenses incurred by the Auction Firm as a result of such delay, and is not a penalty. The sum of such expenses may be deducted from the Purchaser's deposit and any deficit of deposit will be paid at closing.

RISK OF LOSS

At the fall of the hammer, Purchaser assumes until settlement, all risks of loss or damage to the property by fire, windstorm, casualty, or other cause. Purchaser is encouraged to obtain appropriate insurance coverage immediately upon contract execution.

AGREEMENT OF SALE

Agreement of Sale shall be construed, interpreted, and applied according to the laws of Virginia, and it shall be binding upon and shall inure to the benefit of the heirs, personal representatives, successors, and assigns of the parties. This is a legally binding contract and if not understood, competent advice should be sought before it is signed.

FAX/ELECTRONIC AGREEMENT

Purchaser and Seller agree that a facsimile/electronic transmission of any original document shall have the same effect as an original. When a facsimile copy has been signed, any signature and/or initials required on an original shall be completed prior to closing.

PRECEDENCE

THIS ENTIRE AGREEMENT IS MADE AT THE FALL OF THE HAMMER. THE TERMS AND CONDITIONS CONTAINED IN THE BID PACKAGE ARE INCORPORATED HEREIN AND MADE A PART HEREOF. IN THE EVENT THAT THIS AGREEMENT CONTRADICTS THE TERMS AND CONDITIONS, THIS AGREEMENT SHALL TAKE PRECEDENCE.

ENTIRE AGREEMENT

THIS AGREEMENT CONTAINS THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO PRIOR AGREEMENT OR REPRESENTATION OF ANY KIND, AND NO CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENT OR REPRESENTATION AND NO DEALING BETWEEN THE PARTIES OR CUSTOM SHALL BE PERMITTED TO CONTRADICT, VARY OR ADD TO THE TERMS AND CONDITIONS OF SALE. THE AGREEMENT HERewith, MAY NOT BE ASSIGNED BY PURCHASER WITHOUT THE PRIOR WRITTEN CONSENT OF SELLER AND AUCTION FIRM.

SELLER APPROVAL

The Seller of this property has 5 business days in which to approve the offer. If the offer is not approved, then the Auction Firm will refund Purchaser its deposit within 10 business days of the auction.

1031 TAX EXCHANGE

By signing below, the Purchaser agrees to sign any additional documents as may be necessary for Seller in order to facilitate a 1031 Tax Exchange.

PURCHASER'S INSPECTION, DISCLOSURES, REPRESENTATIONS AND WARRANTIES

Purchaser agrees, acknowledges and warrants without limitation to Seller and Auction Firm, and their agents, affiliates, officers, employees and representatives: that it was Purchaser's sole responsibility to inspect the Property prior to bidding to determine zoning compliance, structural condition, environmental conditions, lease terms, income and expense history, property management requirements, ADA compliance, and any other matters relevant to Purchaser's decision to purchase; that the Purchaser hereby accepts all liability, as between Purchaser and the foregoing, and shall indemnify and hold harmless Seller, Auction Firm, their affiliates, agents, employees, officers, representatives and owners from and against any claims, liabilities, demands, or actions incident to, resulting from or in any way arising out of this transaction, or the possession, ownership, maintenance or use of the Property and that such indemnity shall survive Closing.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

APPROVED:

PURCHASER: _____ **DATE:** _____

PURCHASER: _____ **DATE:** _____

SELLER: _____ **DATE:** _____

SELLER: _____ **DATE:** _____

RASMUS AUCTIONS:

By: _____ **DATE:** _____