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Record PLN-USE-2017-003: Conditional Use Permit Application Record Status: Accepted

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Click **Record Info > Attachments** to view plans, permits, and certificate of occupancy
Click **Record Info > Processing Status** to access the application review status
Click **Record Info > Related Records** to view other permits associated with this one

Application Location

BALLENTINE RD 00004

Record Details

Applicant:

Doug Haroldson
New Energy Ventures, Inc.
2888 Loker Avenue East
Suite 113G
Carlsbad, CA, 92010
Primary Phone (760) 271-3628
doug.haroldson@neventures.com

Project Description:

New Energy Ventures Hickory Solar Farm
New Energy Ventures is proposing to construct a solar photovoltaic electric generating farm to be located on the 154.4 acre Newbern Farms property off Battlefield Blvd on Ballentine Road in Hickory, VA. The solar farm will have a rated capacity of up to 32 MWac utilizing approximately 144,000 solar PV modules mounted on a single-axis tracking system covering an area of approximately 142 acres. New Energy has submitted two (2) separate electrical interconnection project requests with Dominion: 1) 20MW (VA# 16106); and 2) 12MW (VA# 16112). The electrical output from the projects will connect to the existing Dominion Virginia Power distribution system via new power lines that will extend from the Newbern Farms site via an existing easement along Ballentine Rd. to Battlefield Blvd.

Owner:

NEWBERN FARMS L L C
999 WATERSIDE DR STE 1400
NORFOLK VA 235103300
Primary Phone 7574773911
richardburroughs@harveyandsay.com

More Details

Related Contacts

Agent Information

Ken Niemann Ken Niemann
North Ridge Resources LLC
2701 Farm Road
Alexandria, VA, 22302
Primary Phone:(703) 801-0412
Email:kniemann1@comcast.net
Preferred Contact Email

Developer information

Doug Haroldson
New Energy Ventures, Inc.
2888 Loker Avenue East
Suite 113G
Carlsbad, CA, 92010
Primary Phone:(760) 271-3628
Email:doug.haroldson@neventures.com

Application Information

ACKNOWLEDGEMENT

Does any member of the Planning Commission or City Council own or have any personal or financial interest in the land which is subject to this application, or has any personal or financial interest in the outcome of the decisions, as defined by the Virginia Conflict of Interest Act?:

No

I, the owner (or agent), certify that all statements in this application are true and correct to the best of my knowledge, are accurate and complete and includes all required information and submittals. I also certify that the list of adjacent property owners, if required, is complete and correct as of the date of this application submittal. I understand that if the list of adjacent property owners is determined to be incomplete at a later date, any action taken on this application may become null and void.:

Yes

I, the applicant, understand that the cost of newspaper advertising for public hearing notification purposes is my responsibility and agree to pay all notices of payment due and bills associate with advertising costs for this application. Advertising cost will be billed separately.:

Yes

Party Responsible for Advertising Cost:

Applicant

I, the applicant, consent to entry upon the subject property by public officers, employees, and agents of the City of Chesapeake wishing to view the site for purposes of processing, evaluating or deciding this application.:

Yes

DESCRIPTION OF PROPERTY

Common Description:

Newbern Farms parcel at the end of Ballentine Road near Hickory.

Legal Description of the Property:

NR HICKORY 145 AC. Tax parcel # 0970000000660. NOTE: The City of Chesapeake real estate and tax records indicate that the parcel is 145 acres. However, a legal survey performed in 1999 by K-G Engineering identifies the parcel as 154.4 acres (see attached).

Physical description of the property including location of its boundaries to the north, south, east, and west. State the street frontage, depth, and overall size in square feet/acreage.:

154.4 acre parcel (6,725,000 sf), northeast of Ballentine Rd. and 4,074 ft. east of Battlefield Blvd. There is no street frontage. All of the land is currently being farmed.

Proposed Zoning reclassification(s) and acreage of each proposed zoning reclassification(s).:

N/A

Will the application involve land disturbance for residential, assembly, day care, group home, recreation, school, library, or similar land use?:

No

CBPA

If within CBPA, submit an RPA and RMA delineation meeting the requirements of Section 26, Article X, of the Chesapeake City Code.:

No

NATURE OF PROPOSED USE

Standard Industrial Classification:

4911

Provide a detailed description of the proposed use including hours of operation, number of employees, projected number of daily customers, etc.:

Solar photovoltaic electric farm that will operate year-round and generate power during daylight hours only. There are no permanent employees on-site, and a small crew will visit the site 1-2 times per month to perform routine maintenance and repairs.

Describe any and all special conditions for the use, construction, layout, landscaping and screening, or appearance of the site which are offered to be made conditions of the use permit for purposes of assuring its compatibility with the surrounding neighborhood.:

The entire site will be enclosed by a 6 ft. security fence. The solar panels will be located approx. 20 ft. from the fence line, and are 4-6 ft above ground. The will be a single gated and locked entrance on Ballentine Road. All access ways within the site will be non-paved. Any additional landscaping and screening required will conform to City ordinances and the CUP.

Describe whether the proposed conditional use will be consistent with the adopted policies in the Comprehensive Plan of the City.:

The proposed conditional use is consistent with adopted City policies in that it is a low-impact development activity that will not harm the land for future repurposing. The project will use no water in the solar electric generation process, and will generate no air emissions and no noise. There will be no additional burden to the County's infrastructure including roads, water and sewer service, schools or fire/police. The proposed use will add to the county tax base but requires little to no public services. Many individuals and contractors from the community will have an opportunity to benefit during the construction of the solar farm. The construction of the project will not prevent any adjacent land from being developed in accordance with the adopted land use plans or zoning ordinances.

Are there any stipulations from a previous Conditional Use Permit that still apply to the property?: No

Existing Proffers: No

ADVERSE EFFECTS DESCRIPTION

The noise characteristics of the proposed use, and whether they exceed the maximum sound levels that are typical of uses permitted as a matter of right in the district.:

The loudest equipment, the DC-to-AC inverters (total of approx. 15) produce approx. 60dB at 30 ft. They will not be heard by the nearest residence (1,250 ft. to the N) nor the St. Brices Correctional Center (3,500 ft. to the SE).

The anticipated glare from vehicular and stationary lights, and the extent to which such lights will be visible from any residential district.:

There will be no glare from vehicular traffic. There will be no permanent lighting during nighttime hours except in the case of emergency conditions or temporary maintenance requirements. The solar panels absorb sunlight and will produce no glare or glint.

The vulnerability of the proposed use to fire and related safety hazards.: Minimal.

The interference by the proposed use with any easements, roadways, rail lines, utilities and public or private rights of way.: None.

The possible destruction, loss or damage of a natural, scenic or historic feature of significant importance.: None.

The adequacy of proposed landscaping and buffering measures to screen the site from neighboring properties zoned for or containing less intensive uses.:

The nearest residential property, located to the north on Head of River Road, is 1,250 ft. from the property boundary line. Therefore visual impacts to neighboring properties will be minimal.

TRAFFIC IMPACT

Describe how traffic ingress and egress would be provided between the subject property and the existing abutting and intersecting roads (Are U-turns necessary? Is there a proposed median break? Is there shared access? Etc.) State whether traffic devices, such as signals and turn lanes, would be required to provide safe ingress and egress.:

Vehicular traffic will enter Ballentine Road off Battlefield Blvd. north and south. No traffic devices such as signals and turn lanes are required. During the construction phase, car parking and laydown areas for construction and equipment storage will be available adjacent to the project site.

Is a Traffic Impact Analysis required?: No

DRAINAGE IMPACT ANALYSIS (DIA)

What off-site easements and/or improvements are required? What steps have been taken to ensure that these easements can be obtained and that improvements can be constructed?: None.

Address the current adequacy of the existing drainage receiving facility.:

The entire site is surrounded by existing, open drainage ditches connecting without fail to the Northwest River. These ditches are adequate to handle stormwater from the site. The impervious area of the proposed solar farm is only 1-2%.

Is this development subject to tidal impacts? How will the tides associated with a hurricane or northeaster affect the drainage system?:

The site is not adjacent to any tidal waters and will have no tidal impact due to large rain events.

What steps have been taken to ensure no property damage will result from a 100-year tidal or rainfall event?:

The area is not within any floodplain, and existing drainage is adequate to handle storm water from 100-year rainfall events.

WATER AND SEWER IMPACT

State the estimated water and sewer demand to be generated by the development including the basis for the water and sewer demands estimated for the project (i.e. GPD per acre or dwelling). For office and institutional, commercial, and industrial rezoning, identify peak demands in addition to average demands.: N/A

Compare the water and sewer demands generated N/A

by the proposed development the demands generated by development under existing zoning, and the demand generated by development at highest density allowed under the proposed zoning.:

Describe the plan for meeting the anticipated water and sewer demands including methodologies used to determine that existing facilities will be able to provide or handle the additional flows (see Public Utilities for assistance.): N/A

Submit a conceptual plan identifying the proposed routing of off-site water lines and sewer force mains and the proposed location of pump station(s), if needed, to serve the project.: N/A

State the location of the nearest water and sewer lines which could accommodate flows generated by the proposed development.: No

Proposed Septic Tanks and Private Wells: No

If yes, provide a soil analysis for the subject property and documentation from the Chesapeake Health Department approving the site for septic tank use.: No

OPEN SPACE AND RECREATION

Is the development subject to Section 19-700 et seq. (Open Space and Recreational Area requirement)?: No

COMMON OWNERSHIP

Are any features of the development proposed to be held in common ownership by the persons residing in or owning lots in the development and not to be dedicated to and accepted by the City or other public entity?: No

By checking this box I agree to submit as part of this application a detailed plan for the establishment and perpetual maintenance of all such common open space and common improvements. The absence of sufficient bonding, escrow account, or other financial measures to ensure the proper construction and perpetual maintenance of such common areas shall be grounds for the denial of this application. All documentation shall meet the requirements of the Chesapeake Zoning Ordinance.: Yes

FENTRESS OVERLAY DISTRICT

Fentress Restrictive Easement: No

Application Information Table

DESCRIPTION OF PROPERTY

13 Digit Tax Map Numbers:

097000000660

Owner:

Newbern Farms LLC

ADJ PROPERTY ZONING AND USES

Direction:

North

Please provide both the zoning classification and the existing land use.:

A-1

Direction:

East

Please provide both the zoning classification and the existing land use.:

A1

Direction:

South

Please provide both the zoning classification and the existing land use.:

A-1

Direction:

West

Please provide both the zoning classification and the existing land use.:

A1

Direction:

East

Please provide both the zoning classification and the existing land use.:

MANY, Existing use: farming

Parcel Information

Parcel Number / Tax Map Number:

097000000660

Legal Description:

NR HICKORY 145 AC

SPECIAL POWER OF ATTORNEY

Application No: PLN-USE-2017-003

Tax Map Number(s): 0970000000660

Property Description (Street Address, if assigned, or Common Description, Borough): _____

Newbern Farms LLC, Ballentine Road 00004, Buts Road Borough

Nature of application: Conditional Use Permit for solar PV electric farm

I/we* Richard C. Burroughs, am/are

the applicant(s) for the above referenced application; the owner(s) of the property described above and I/we do hereby make, constitute, and appoint New Energy Ventures, Inc., as Applicant, and North Ridge Resources LLC, as Agent, my true and lawful attorney-in-fact, and grant unto my attorney-in-fact full power and authority to make application for the application described above, and to perform all acts and make all representations as such person shall deem necessary or appropriate in regard to said application, without any limitation whatsoever, including but not limited to the following authority:

1. *Rezoning applications:* to submit proffers that would constitute binding conditions on the rezoning of the property, including limitations on its use, and to modify or amend any documents in whole or in part relating to the application.
2. *Conditional Use Permit applications:* to offer conditions to which the proposed use of the property would be subject; and to modify or amend any documents in whole or in part relating to the application.

The rights, powers, and authority of said attorney-in-fact herein granted shall commence and be in full force and effect on the 23 day of January, 2017, and shall remain in full force and effect thereafter until actual notice, by certified mail, return receipt requested is received by the Planning Department of the City of Chesapeake stating that the terms of this power have been revoked or modified.

Applicant/Owner:

Name, Title _____
Company _____

Applicant/Owner:
D. R. C. L.
Name, Title Richard C. Burroughs, Managing Member
Company Newbern Farms, LLC

Commonwealth/State of VA

City of Northampton

Subscribed and sworn to before me this 24 day of Jan, 2017.

by Richard C. Burroughs



Debra J. Ferguson
NOTARY PUBLIC
Notary Registration No. 340523
My commission expires: June 30, 2020
Effective November 20, 2014

SPECIAL POWER OF ATTORNEY

Application No: PLN-USE-2017-003

Tax Map Number(s): 0970000000660

Property Description (Street Address, if assigned, or Common Description, Borough): _____

Newbern Farms LLC, Ballentine Road 00004, Buts Road Borough

Nature of application: Conditional Use Permit for solar PV electric farm

I/we* New Energy Ventures, Inc., am/are

the applicant(s) for the above referenced application; the owner(s) of the property described above and I/we do hereby make, constitute, and appoint _____

North Ridge Resources LLC, as Agent, my true and lawful attorney-in-fact, and grant unto my attorney-in-fact full power and authority to make application for the application described above, and to perform all acts and make all representations as such person shall deem necessary or appropriate in regard to said application, without any limitation whatsoever, including but not limited to the following authority:

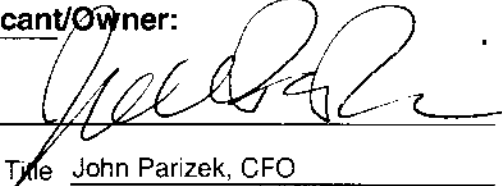
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Applicant/Owner:

 Name, Title _____
 Company _____

Applicant/Owner:

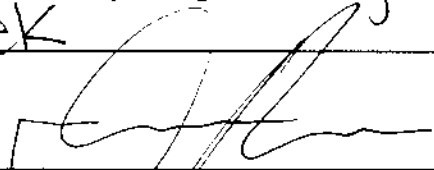

 Name, Title John Parizek, CFO
 Company New Energy Ventures, Inc.

Commonwealth/State of California

City of San Diego

Subscribed and sworn to before me this 27th day of January, 2017,

by John Parizek



NOTARY PUBLIC
 Notary Registration No. 2150645
 My commission expires: April 26th, 2020
 Effective November 20, 2014

Special Power of Attorney

please see attachment

CALIFORNIA JURAT WITH AFFIANT STATEMENT

GOVERNMENT CODE § 8202

- See Attached Document (Notary to cross out lines 1-6 below)
- See Statement Below (Lines 1-6 to be completed only by document signer[s], *not* Notary)

Signature of Document Signer No. 1

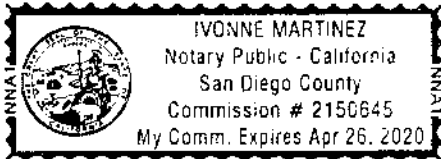
Signature of Document Signer No. 2 (if any)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Diego

Subscribed and sworn to (or affirmed) before me
on this 27 day of January, 2017,
by John Parizek
(1) _____

(and (2) _____),
Name(s) of Signer(s)



proved to me on the basis of satisfactory evidence
to be the person(s) who appeared before me.

Signature _____
Signature of Notary Public

Seal
Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Medical Power of Attorney Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

STATEMENT OF OWNERSHIP

Application No: PLN-USE-2017-003

The owner(s) and/or applicant(s) listed on the attached **Conditional Use Permit Application**, do hereby affirm that the listing attached to, and hereby made a part of this statement of ownership, identifies the names and last known addresses of all of the following persons and entities in regard to the property that is the subject of the Application:

1. All applicants, title owners, contract purchasers, and lessees of the property; and, if any of the foregoing is a trustee, each beneficiary having an interest in the property.
2. Where any of those listed in (1) above is a corporation, all shareholders owning ten per cent (10%) or more of any class of stock issued by said corporation and where any of those listed in (1) above is a corporation having ten (10) or fewer shareholders, all such shareholders. This requirement may be waived by the Planning Director where the owner or applicant, as applicable, is a publicly-held corporation.
3. Where any of those listed in (1) above is a partnership, or limited liability company, all such partners, both general and limited, in a partnership, and all members of a limited liability company.
4. Where any of those listed in (1) above is a church, provide a list of all such trustees or if no trustees, then identify the president or vice-president of the corporation or association of the church.

Attach the listing of names and addresses on business letterhead of either the applicant, owner or agent, as required above.

Applicant: New Energy Ventures, Inc.

Owner: _____

John Parizek, CFO

Printed Name & Title of Authorized Signatory

Printed Name & Title of Authorized Signatory

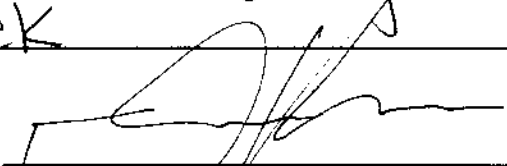
(include title & company name when applicant or owner is not an individual)

Commonwealth/State of California

City of San Diego

Subscribed and sworn to before me this 27 day of January, 2017.

by John Parizek



 NOTARY PUBLIC
 Notary Registration No. 2150645
 My commission expires: April 26th, 2020
**please see attachment*

CALIFORNIA JURAT WITH AFFIANT STATEMENT

GOVERNMENT CODE § 8202

- See Attached Document (Notary to cross out lines 1-6 below)
- See Statement Below (Lines 1-6 to be completed only by document signer[s], not Notary)

(This section is crossed out with a diagonal line)

Signature of Document Signer No. 1

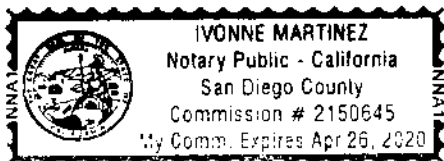
Signature of Document Signer No. 2 (if any)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
 County of San Diego

Subscribed and sworn to (or affirmed) before me
 on this 27 day of January, 2017
 by John Parizek
Date Month Year

(1) John Parizek
 (and (2) _____),
Name(s) of Signer(s)



proved to me on the basis of satisfactory evidence
 to be the person(s) who appeared before me.

(Handwritten Signature)
 Signature
Signature of Notary Public

Seal
 Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Statement of Ownership Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

ADJACENT PROPERTY OWNERS LIST OF ADDRESSES
(Application for New Energy Ventures Solar Farm Project)

Tax Map #: 0970000000620
Name: Bayville Farms Associates
Street: 999 Waterside Drive, Suite 1400
City: Norfolk
State/Zip: VA 23510-3300

Tax Map #: 0860000000075
Name: Lyle and Molly Pugh
Street: 2220 Bishop Road
City: Blacksburg
State/Zip: VA 24060-8820

Tax Map #: 0860000000060
Name: Strategic Development, LLC
Street: 700 INDEPENDENCE BLVD, #202
City: VIRGINIA BEACH
State/Zip: VA 23455-6201

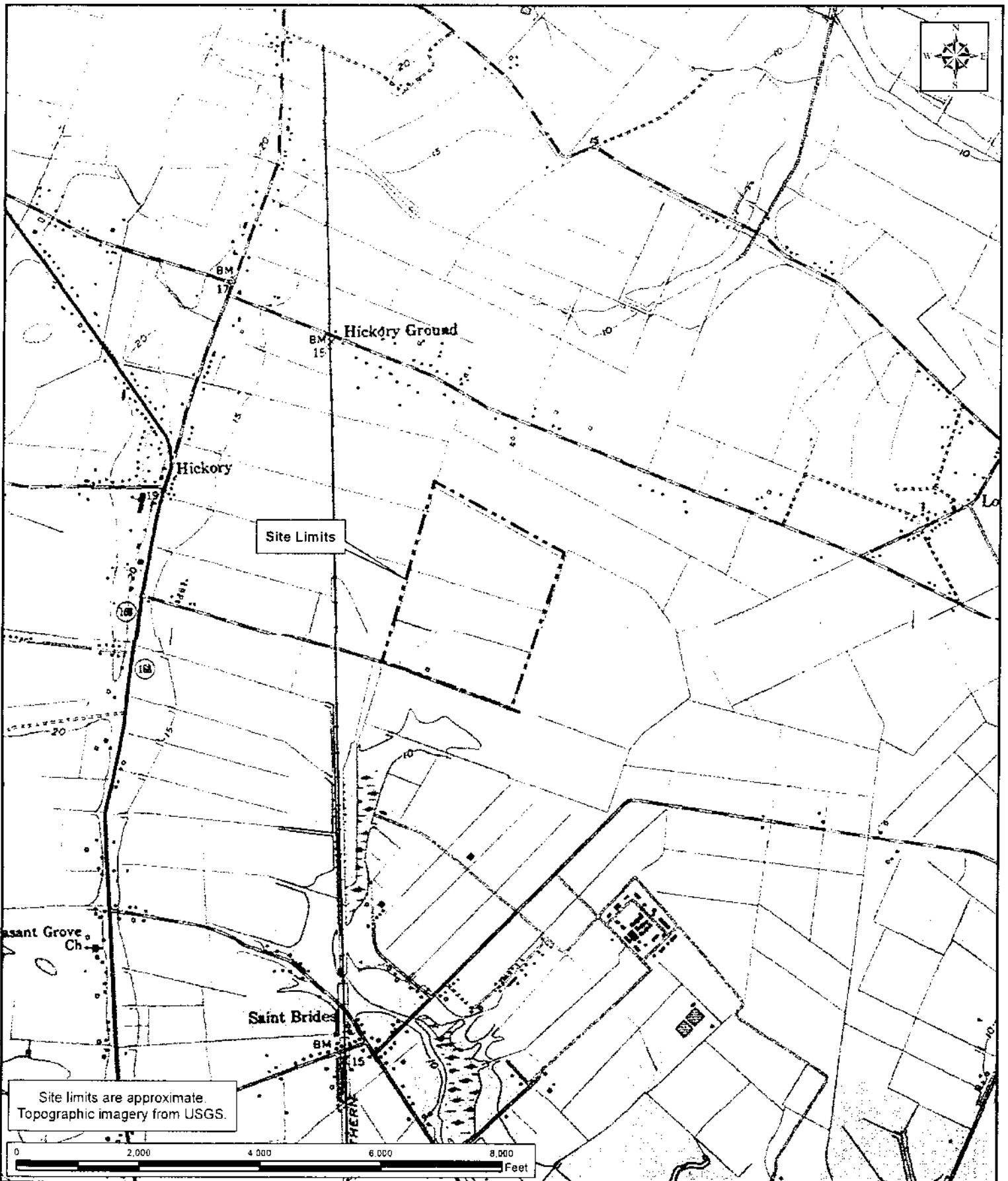
Tax Map #: 0970000000650
Name: Margaret G. Pugh
Street: 1755 Centerville Tpke.
City: S. Chesapeake
State/Zip: VA 23322-1904

Tax Map #: 0860000000180
Name: Margaret G. Pugh
Street: 1755 Centerville Tpke.
City: S. Chesapeake
State/Zip: VA 23322-1904

Tax Map #: 0970000000632
Name: Don H. Higgerson
Street: 815 Waterfall Way
City: Chesapeake
State/Zip: VA 23322-9605

Tax Map #: 0970000000631
Name: Mark Higgerson
Street: 1157 Indian Creek Road
City: Chesapeake
State/Zip: VA 23322-2056

Tax Map #: 0970000000630
Name: Barry W. Higgerson
Street: PO Box 1128
City: Chesapeake
State/Zip: VA 23327-1128



HICKORY SOLAR SITE
 CHESAPEAKE, VIRGINIA
 FIGURE 1: VICINITY MAP

TIMMONS GROUP
 YOUR VISION ACHIEVED THROUGH OURS.

TIMMONS GROUP JOB NUMBER 99999
 PROJECT STUDY LIMITS 154.4 ACRES
 LATITUDE 36°37'35.75" N
 LONGITUDE 76°11'27.89" W

U.S.G.S. QUADRANGLE(S): MOYOCK & FENTRESS
 DATE(S): 1986
 WATERSHED(S): ALSEMARLE
 HYDROLOGIC UNIT CODE(S): 03010205

These plans and associated documents are the exclusive property of TIMMONS GROUP and may not be reproduced in whole or in part and shall not be used for any purpose whatsoever, in any form, but not limited to construction, bidding, tender, construction staking without the express written consent of TIMMONS GROUP.

I, WILLIAM C. GERWITZ, A LAND SURVEYOR, DO HEREBY CERTIFY THAT THIS SURVEY, THE BEST OF MY KNOWLEDGE AND BELIEF, IS CORRECT AND COMPIES WITH THE MINIMUM STANDARDS ESTABLISHED BY THE VIRGINIA STATE BOARD OF LAND SURVEYORS.

THIS SURVEY IS NOT INTENDED TO SHOW ANY EASEMENTS OR IMPROVEMENTS THAT MAY AFFECT THE PROPERTY SHOWN HEREON, EXCEPT THOSE AS SHOWN.

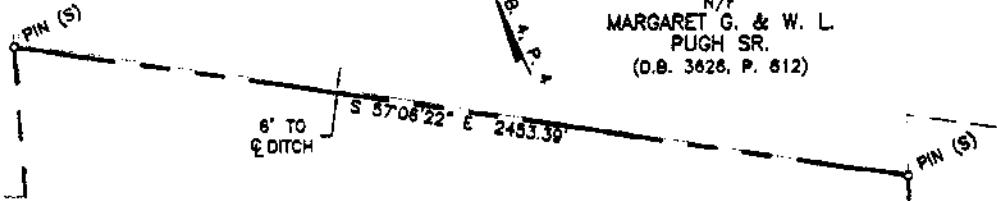
SIGNED: WILLIAM C. GERWITZ DATE: _____
NO. 1579



N/F
MARGARET G. & W. L.
PUGH SR.
(O.B. 3626, P. 612)

TAX PARCEL
086000000070

TAX PARCEL
086000000060



154.4 ACRES

N/F
MARGARET G. & W. L.
PUGH SR.
(O.B. 3626, P. 612)
S 23°15'00\"/>

16' TO
CANAL

N/F
BAYVILLE FARMS
ASSOCIATES
(O.B. 1987, P. 253)

748'± TO NORFOLK
SOUTHERN RAILROAD
4074'± TO
BATTLEFIELD BLVD.
(RTE. 168)

ALONG DITCH
N 67°45'00\"/>

ALONG DITCH
N 85°30'00\"/>

BALLENTINE ROAD
(30' R/W)

N/F
JESSIE H. SMITHSON
(W.B. 48, P. 837)

O.B. 1946, P. 218-219
C:\9017\hick0913.dwg

Tiff/vcg

BOUNDARY SURVEY OF
155± ACRE PARCEL OF
CLINTON P. EASON
AND
RAYMOND O. EASON



KELLAM - GERWITZ
ENGINEERING INC.
ENGINEERING-SURVEYING-PLANNING
500 CENTRAL DRIVE
SUITE 113
VIRGINIA BEACH, VIRGINIA 23454
(757)340-0828

SCALE: 1" = 300'
BUTTE ROAD BOROUGH


14 SEPTEMBER, 1999
CHESAPEAKE, VIRGINIA

Real Estate Tax Demonstration Form

Name of Property Owner: Newbern Farms LLC

Control Number(s) of Property: 0970000000660

Per section §16-102 and §17-102 of the Zoning Ordinance, this document is to certify that according to records held by the Treasurer Office, no delinquent real estate taxes are currently due on the above property.

Treasurer's Employee Signature: 

Treasurer's Employee Name: Gloria W Matthews

Title: Customer Service Clerk III Date: 1/4/17



City of Chesapeake
Department of Planning
(757) 382-6176
FAX (757) 382-8356

In accordance with Section 16-105(A)(5) of the Chesapeake Zoning Ordinance:

"It shall be the responsibility of the applicant to post on the property for which the application is filed one or more signs, provided by the City, so that at least one sign is facing and clearly visible from each public right-of-way, the location of the sign shall be specified by the Planning Department. Where the subject property abuts more than one right-of-way and is one acre or more in size, signs shall be placed on all rights-of-way at every five hundred (500) feet of road frontage. As used in the subsection, the term "right-of-way" shall not include interstates. In the case of a proposed conditional rezoning, in which proffers are made for the extension of an existing public street, signs shall be posted at the beginning and terminus of the proposed street extension. All signs required under this subsection shall be erected not less than fourteen (14) days prior to the date of the first scheduled public hearing before the Planning Commission and shall include notice of the time and place of that first hearing and the specific nature of the matter involved. The signs will not be posted on buildings or structures unless the application pertains to the reconstruction, renovation, or expansion of the building or structure. The signs shall be continually maintained by the applicant on the site to the conclusion of the public hearing by City Council. Applicants shall be required to pay the sum of twenty-five (\$25) dollars for the first sign which is required, and twenty (\$20) dollars for each additional required sign. In the event it is shown to be satisfaction of the Planning Commission or City Council, as the case may be, that improper posting or removal of required signs has occurred; the hearing on the application may be continued at the direction of the Commission or Council. Nothing in this subsection shall be construed to invalidate any subsequently adopted amendment or ordinance because of failure to post signs in accordance with the requirements herein so long as all notice procedures in Virginia Code Section 15.2-2204 are met. All signs shall be removed from the property within five (5) days of the final determination of the matter by City Council. Any sign remaining on a property more than five (5) days after final City Council action on the rezoning application to which it refers shall be an illegal sign and a violation of this ordinance."

The sign(s) shall be removed from the property within (2) weeks of

Planning Department Final Action Letter

The sign(s) shall be removed from the property within five (5) days of

Planning Commission Action

City Council Action

Failure to remove the sign(s) constitutes a violation of the Chesapeake Zoning Ordinance and will result in action taken by the Zoning Administrator, including possible court action and penalties. City forces have the right to enter the property and retrieve all signs.

In accordance with Section 14-707 of the Chesapeake Zoning Ordinance, the attachment of public hearing signs to trees, communication towers, utility poles or fence posts is prohibited. The attachment of signs to trees, communication towers, utility poles or fence posts may result in the continuance or denial of an application, and may also result in action taken by the Zoning Administrator, including possible court action and penalties.

Signature of the applicant signified that he/she has received 2 sign(s) and has knowledge of the legal requirements and the enforcement of the same.

It shall be the responsibility of the applicant to have someone present at the Planning Commission public hearing to represent the application. Failure to do so may result in the continuation or denial of the application.

[Signature]
Signature of Applicant

3/29/17
Date

Application # PW-USE-2017-003 Hickory Solar Farms

Invoice Detail

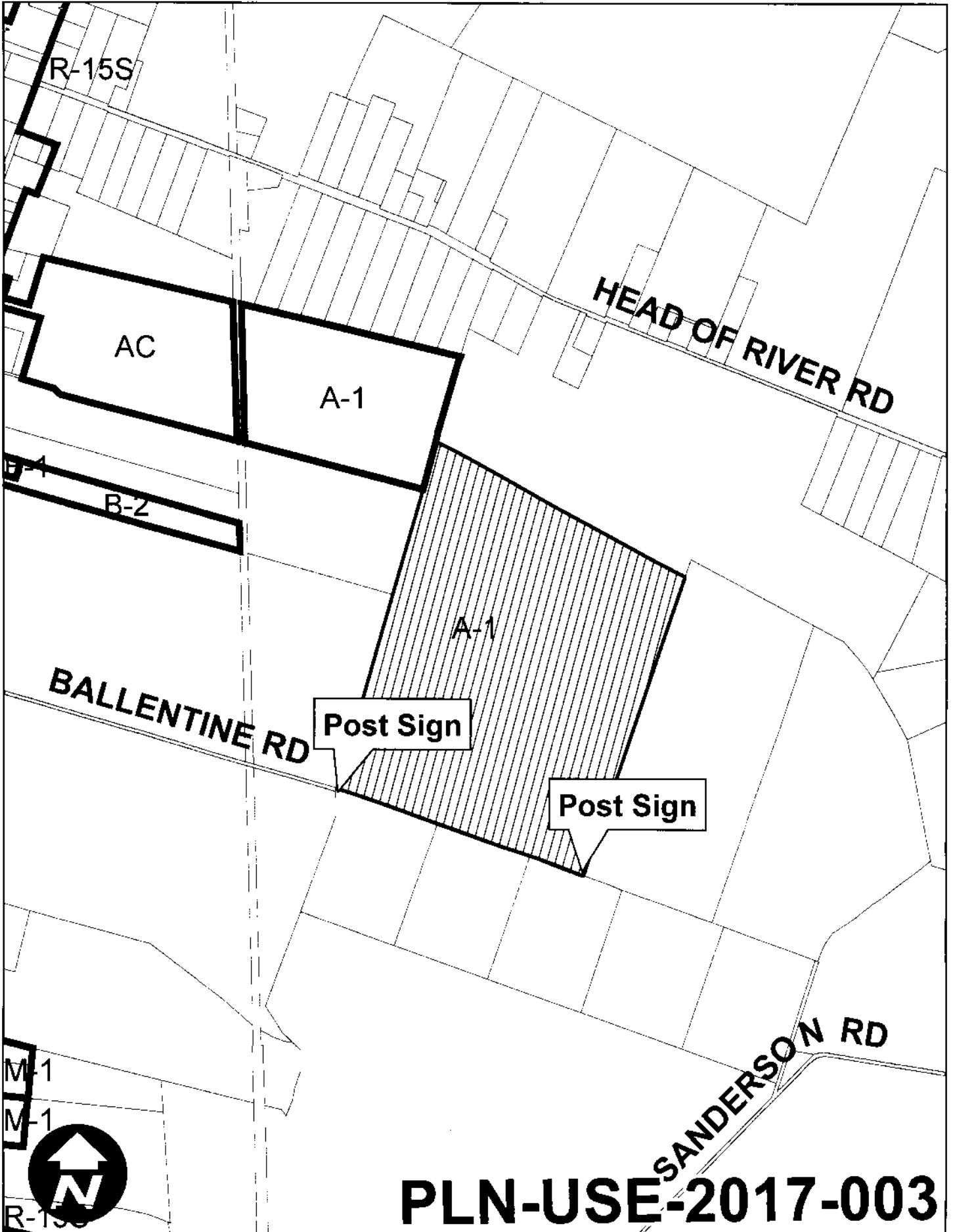
Permit ID #: PLN-USE-2017-003
Invoice #: 541207
Invoice Date: 03/27/2017 12:50:34

Period	Fee Item
FINAL	Sign Fee

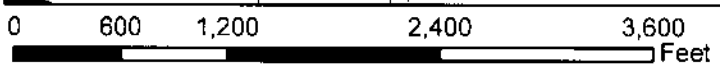
Qty	Fee
1	\$45.00

Total Fee: \$45.00

*pd.
\$45.00
online*



PLN-USE-2017-003





0860000000180
PUGH MARGARET

0970000000650
PUGH MARGARET
G & W L SR TRS

0970000000660
NEWBERN FARMS
LLC

0860000000060
STRATEGIC
DEVELOPMENT, LLC

0970000000620
BAYVILLE FARMS
ASSOCIATES

0970000000620
BAYVILLE FARMS
ASSOCIATES

0970000000630
HIGGERSON
BARRY W

0970000000631
HIGGERSON

N 20° 22' 38" E 3081.72'

S 57° 08' 22" E 2463.39'

S 23° 15' 00" W 2697.11'

N 65° 30' 00" W 1777.07'

Parcel ID	Owner	Adjacent Landowners	Address
0860000000060	STRATEGIC DEVELOPMENT L L C		700 INDEPENDENCE BLVD #202
0860000000075	PUGH LYLE JR & MOLLY		2220 BISHOP RD
			BLAI

NEW ENERGY VENTURES, INC.

B Y L A W S

ARTICLE I

OFFICES

Section 1. Offices. The registered office shall be in the State of Delaware. The Corporation may have offices at such other places both within and without the State of Delaware as the Board of Directors may from time to time determine or as may be necessary or convenient to the business of the Corporation.

ARTICLE II

MEETINGS OF STOCKHOLDERS

Section 1. Annual Meeting. The annual meeting of the stockholders of the Corporation shall be held on such date, at such time, and at such place (if any) within or without the State of Delaware as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting.

Section 2. Special Meetings. Special meetings of the stockholders of the Corporation shall be held on such date, at such time, and at such place (if any) within or without the State of Delaware as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting.

Section 3. Notice of Meetings. (a) The Corporation shall give notice of any annual or special meeting of stockholders. Notices of meetings of the stockholders shall state the place, if any, date, and hour of the meeting, and the means of remote communication, if any, by which stockholders and proxyholders may be deemed to be present in person and vote at such meeting. Written notice of any meeting shall be given not less than ten (10) nor more than sixty (60) days before the date of the meeting to each stockholder entitled to vote at such meeting as of the record date for determining the stockholders entitled to notice of the meeting. In the case of a special meeting, the notice shall state the purpose or purposes for which the meeting is called. No business other than that specified in the notice thereof shall be transacted at any special meeting. Unless otherwise provided by applicable law or the Certificate of Incorporation, notice shall be given to each stockholder entitled to vote at such meeting not fewer than ten (10) days or more than sixty (60) days before the date of the meeting.

(b) Notice to stockholders may be given by personal delivery, mail, or, with the consent of the stockholder entitled to receive notice, by facsimile, electronic mail, or other means of electronic transmission. If mailed, notice is given when deposited in the United States mail, postage prepaid, directed to the stockholder at such stockholder's address as it appears on the records of the corporation. An affidavit of the secretary or an assistant secretary

or of the transfer agent or other agent of the Corporation that the notice has been given by personal delivery, by mail, or by a form of electronic transmission shall, in the absence of fraud, be prima facie evidence of the facts stated therein.

(c) Notice of any meeting of stockholders need not be given to any stockholder if waived by such stockholder either in a writing signed by such stockholder or by electronic transmission, whether such waiver is given before or after such meeting is held.

Section 4. Quorum and Adjournment. Except as otherwise required by law, by the Certificate of Incorporation of the Corporation, or by these Bylaws, the presence, in person or represented by proxy, of the holders of a majority of the aggregate voting power of the stock issued and outstanding, entitled to vote thereat, shall constitute a quorum for the transaction of business at all meetings of the stockholders. If such majority shall not be present or represented at any meeting of the stockholders, the stockholders present, although less than a quorum, shall have the power to adjourn the meeting to another time and place.

Section 5. Adjourned Meetings. When a meeting is adjourned to another time and place, if any, unless otherwise provided by these Bylaws, notice need not be given of the adjourned meeting if the date, time, and place, if any, thereof and the means of remote communication, if any, by which stockholders and proxyholders may be deemed to be present in person and vote at such adjourned meeting, are announced at the meeting at which the adjournment is taken. At the adjourned meeting, the stockholders may transact any business that might have been transacted at the original meeting. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of such meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting. If an adjournment is for more than thirty (30) days or, if after an adjournment, a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder entitled to vote at the meeting.

Section 6. Vote Required. Except as otherwise provided by law or by the Certificate of Incorporation:

(a) All elections of directors shall be by written ballot. Directors shall be elected by a plurality in voting power of the shares present in person or represented by proxy at a meeting of the stockholders and entitled to vote in the election of directors; and

(b) Whenever any corporate action other than the election of directors is to be taken, it shall be authorized by a majority in voting power of the shares present in person or represented by proxy at a meeting of stockholders and entitled to vote on the subject matter.

Section 7. Manner of Voting; Proxies. (a) At each meeting of stockholders, each stockholder having the right to vote shall be entitled to vote in person or by proxy. Each stockholder shall be entitled to vote each share of stock having voting power and registered in such stockholder's name on the books of the Corporation on the record date fixed for determination of stockholders entitled to vote at such meeting.

(b) Each person entitled to vote at a meeting of stockholders or to express consent or dissent to corporate action in writing without a meeting may execute a writing authorizing another person or persons to act for such stockholder by proxy, but no such proxy shall be voted or acted upon after three (3) years from its date, unless the proxy provides for a longer period. A proxy shall be irrevocable if it states that it is irrevocable and if, and only so long as, it is coupled with an interest sufficient in law to support an irrevocable power. A proxy may be made irrevocable regardless of whether the interest with which it is coupled is an interest in the stock itself or an interest in the corporation generally. Proxies need not be filed with the Secretary of the Corporation until the meeting is called to order, but shall be filed before being voted.

Section 8. Remote Communication. (a) If authorized by the Board of Directors in its sole discretion, and subject to such guidelines and procedures as the Board of Directors may adopt, stockholders and proxyholders may, by means of remote communication:

(1) participate in a meeting of stockholders; and

(2) be deemed present in person and vote at a meeting of stockholders whether such meeting is to be held at a designated place or solely by means of remote communication, provided that (i) the Corporation shall implement reasonable measures to verify that each person deemed present and permitted to vote at the meeting by means of remote communication is a stockholder or proxyholder, (ii) the Corporation shall implement reasonable measures to provide such stockholders and proxyholders a reasonable opportunity to participate in the meeting and to vote on matters submitted to the stockholders, including an opportunity to read or hear the proceedings of the meeting substantially concurrently with such proceedings, and (iii) if any stockholder or proxyholder votes or takes other action at the meeting by means of remote communication, a record of such vote or other action shall be maintained by the Corporation.

(b) In lieu of holding a meeting of stockholders at a designated place, the Board of Directors may, in its sole discretion, determine that any meeting of stockholders may be held solely by means of remote communication.

Section 9. Record Date. (a) In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board of Directors, and which record date shall not be more than sixty (60) or fewer than ten (10) days before the date of such meeting. If no record date is fixed by the Board of Directors, the record date for determining stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof shall be at the close of business on the day next preceding the day on which notice is given, or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held.

(b) In order to determine the stockholders entitled to consent to corporate action in writing without a meeting, the Board of Directors may fix a record date. Such record

date shall not precede the date upon which the resolution fixing the record date is adopted by the Board of Directors, and shall not be more than ten (10) days after the date upon which the resolution fixing the record date is adopted by the Board of Directors. If no record date has been fixed by the Board of Directors, the record date for determining stockholders entitled to consent to corporate action in writing without a meeting, when no prior action of the Board of Directors is required by applicable law, the Certificate of Incorporation, or these Bylaws, shall be the first date on which a signed written consent setting forth the action taken or proposed to be taken is delivered to the Corporation in the manner set forth in subsections (a) and (b) of this Section 9. If no record date has been fixed by the Board of Directors and prior action of the Board of Directors is required by applicable law, the Certificate of Incorporation, or these Bylaws, the record date for determining stockholders entitled to consent to corporate action in writing without a meeting shall be the close of business on the day on which the Board of Directors adopts the resolution taking such prior action.

(c) In order that the Corporation may determine the stockholders entitled to receive payment of any dividend or other distribution, or allotment of any rights, or the stockholders entitled to exercise any rights in respect of any change, conversion, or exchange of capital stock, or for the purpose of any other lawful action, except as may otherwise be provided in these Bylaws, the Board of Directors may fix a record date. Such record date shall not precede the date upon which the resolution fixing such record date is adopted, and shall not be more than sixty (60) days prior to such action. If no record date is fixed, the record date for determining stockholders for any such purpose shall be the close of business on the day on which the Board of Directors adopts the resolution relating thereto.

Section 10. Stockholder Action Without a Meeting. (a) Except as otherwise provided by law or by the Certificate of Incorporation, any action required to be taken at any meeting of stockholders of the Corporation, or any action that may be taken at any annual or special meeting of such stockholders, may be taken without a meeting, without prior notice, and without a vote, if a consent or consents in writing setting forth the action so taken, shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted and shall be delivered to the Corporation by delivery to its registered office in the State of Delaware, its principal place of business, or an officer or agent of the Corporation having custody of the book or books in which meetings of stockholders are recorded; provided, however, that delivery made to the Corporation's registered office in the State of Delaware shall be by hand or by certified mail, return receipt requested. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to those stockholders who have not consented in writing and who, if the action had been taken at a meeting, would have been entitled to notice of the meeting if the record date for such meeting had been the date that written consents signed by a sufficient number of the holders to take the action were delivered to the Corporation.

(b) A telegram, cablegram, or other electronic transmission consenting to an action to be taken and transmitted by a stockholder or proxyholder, or by a person or persons authorized to act for a stockholder or proxyholder, shall be deemed to be written, signed, and dated for the purposes of these Bylaws, provided that any such telegram, cablegram, or other

electronic transmission sets forth or is delivered with the information required by, and is otherwise delivered in accordance with, the General Corporation Law of the State of Delaware. Any consent by means of telegram, cablegram, or other electronic transmission shall be deemed to have been signed on the date on which such telegram, cablegram, or electronic transmission was transmitted.

Section 11. Meeting Procedure. The Chairman of the Board or President or such other person as may be designated by the Board of Directors shall preside at meetings of the stockholders. At each meeting of stockholders, the presiding officer of the meeting shall fix and announce the date and time of the opening and the closing of the polls for each matter upon which the stockholders will vote at the meeting and shall determine the order of business and all other matters of procedure. Except to the extent inconsistent with any such rules and regulations adopted by the Board of Directors, the presiding officer of the meeting may establish rules, which need not be in writing, to maintain order and safety and for the conduct of the meeting.

ARTICLE III

DIRECTORS

Section 1. Powers. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors, and the Board of Directors shall exercise all of the powers of the Corporation except such as are by applicable law, by the Certificate of Incorporation of this Corporation, or by these Bylaws conferred upon or reserved to the stockholders of any class or classes or series thereof.

Section 2. Number. The number of directors that shall constitute the whole Board of Directors shall be 1, each of whom must be a natural person, or such other number of directors as determined from time to time by resolution adopted by the Board of Directors.

Section 3. Resignations and Removal. (a) Each director shall hold office until such director's successor is elected and qualified or until such director's earlier resignation or removal. Any director may resign at any time by giving written notice in writing or by electronic transmission to the Board of Directors or the Secretary; provided, however, that if such notice is given by electronic transmission, such electronic transmission must either set forth or be submitted with information from which it can be determined that the electronic transmission was authorized by the director. Such resignation shall take effect at the date of receipt of such notice or at any later time specified therein. Acceptance of such resignation shall not be necessary to make it effective.

(b) Except as otherwise may be provided in the Certificate of Incorporation, any director or the entire Board of Directors may be removed with or without cause, by the holders of capital stock having a majority in voting power of the shares entitled to vote in the election of directors.

Section 4. Annual Meetings. The Board of Directors shall meet each year as soon as practicable following the annual meeting of stockholders, at the place where such

meeting of stockholders has been held, or at such other place as shall be fixed by the person presiding over the meeting of the stockholders, for the purpose of election of officers and consideration of such other business as the Board of Directors considers relevant to the management of the Corporation.

Section 5. Regular Meetings. Regular meetings of the Board of Directors shall be held on such dates and at such times and places, within or without the State of Delaware, as shall from time to time be determined by the Board of Directors, such determination to constitute the only notice of such regular meetings to which any director shall be entitled. In the absence of any such determination, such meetings shall be held, upon notice to each director in accordance with Section 7 of this Article III, at such times and places, within or without the State of Delaware, as shall be designated by the Chairman of the Board.

Section 6. Special Meetings. Special meetings of the Board of Directors shall be held at the call of the Chairman of the Board at such times and places, within or without the State of Delaware, as he or she shall designate, upon notice to each director in accordance with Section 7 of this Article III. Special meetings shall be called by the Secretary on like notice at the written request of a majority of the directors then in office.

Section 7. Notice. (a) Notice of any regular (if required) or special meeting of the Board of Directors may be given by personal delivery, mail, telegram, express courier service (including, without limitation, Federal Express), facsimile transmission (directed to the facsimile transmission number at which the director has consented to receive notice), electronic mail (directed to the electronic mail address at which the director has consented to receive notice), or other form of electronic transmission pursuant to which the director has consented to receive notice. If notice is given by personal delivery, by facsimile transmission, by telegram, by electronic mail, or by other form of electronic transmission pursuant to which the director has consented to receive notice, then such notice shall be given on not less than twenty-four hours' notice to each director. If written notice is delivered by mail or express courier service, then it shall be given on not less than three (3) calendar days' notice to each director.

(b) For the purpose of this section, notice given by means of electronic transmission must be consented to by the stockholder entitled to receive such notice. Any such consent shall be revocable by the stockholder by written notice to the Corporation. Any such consent shall be deemed revoked if (1) the Corporation is unable to deliver by electronic transmission two consecutive notices given by the Corporation in accordance with such consent and (2) such inability becomes known to the secretary or an assistant secretary of the Corporation or to the transfer agent, or other person responsible for the giving of notice.

Section 8. Waiver of Notice. Notice of any meeting of the Board of Directors, or any committee thereof, need not be given to any member if waived by him or her in writing or by electronic transmission, whether before or after such meeting is held, or if he or she shall sign the minutes or attend the meeting, except that if such director attends a meeting for the express purpose of objecting at the beginning of the meeting to the transaction of any business because the meeting is not lawfully called or convened, then such director shall not be deemed to have waived notice of such meeting. If waiver of notice is given by electronic transmission, such

electronic transmission must either set forth or be submitted with information from which it can be determined that the electronic transmission was authorized by the director.

Section 9. Quorum and Powers of a Majority. At all meetings of the Board of Directors and of each committee thereof, a majority of the total number of directors constituting the whole board or such committee shall be necessary and sufficient to constitute a quorum for the transaction of business. The act of a majority of the members present at any meeting of the Board of Directors or a committee thereof at which a quorum is present shall be the act of the Board of Directors or such committee, unless by express provision of law, of the Certificate of Incorporation, or of these Bylaws, a different vote is required, in which case such express provision shall govern and control. In the absence of a quorum, a majority of the members present at any meeting may, without notice other than announcement at the meeting, adjourn such meeting from time to time until a quorum is present.

Section 10. Manner of Acting. (a) Members of the Board of Directors, or any committee thereof, may participate in any meeting of the Board of Directors or such committee by means of conference telephone or other communications equipment by means of which all persons participating therein can hear each other, and participation in a meeting by such means shall constitute presence in person at such meeting.

(b) Any action required or permitted to be taken at any meeting of the Board of Directors or any committee thereof may be taken without a meeting if all members of the Board of Directors or such committee, as the case may be, consent thereto in writing or by electronic transmission, and the writing or writings or electronic transmission or transmissions are filed with the minutes of proceedings of the Board of Directors or such committee; provided however, that such electronic transmission or transmissions must either set forth or be submitted with information from which it can be determined that the electronic transmission or transmissions were authorized by the director. Such filing shall be in paper form if the minutes are maintained in paper form and shall be in electronic form if the minutes are maintained in electronic form.

Section 11. Committees. The Board of Directors may designate one (1) or more committees, each committee to consist of one (1) or more directors, which to the extent permitted by applicable law and provided in said resolution or resolutions shall have and may exercise the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation (including the power and authority to designate other committees of the Board of Directors). The Board of Directors may designate one (1) or more directors as alternate members of any committee to replace any absent or disqualified member of the committee. In the absence or disqualification of a member of a committee, the member or members present at any meeting of such committee and not disqualified from voting, whether or not such member or members constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in place of such absent or disqualified director.

Section 12. Committee Procedure. Except as otherwise determined by the Board of Directors or provided by these Bylaws, each committee shall adopt its own rules governing the time, place, and method of holding its meetings and the conduct of its proceedings. Unless

otherwise provided by these Bylaws or any such rules or resolutions, notice of the time and place of each meeting of a committee shall be given to each member of such committee as provided in Section 7 of this Article III with respect to notices of meetings of the Board of Directors. Each committee shall keep regular minutes of its proceedings and report the same to the Board of Directors when required.

Section 13. Vacancies and Newly-Created Directorships. Unless otherwise provided in the Certificate of Incorporation or in these Bylaws, vacancies and newly-created directorships resulting from any increase in the authorized number of directors may be filled by a majority of the directors then in office, although less than a quorum, or by a sole remaining director. Unless otherwise provided in the Certificate of Incorporation or these Bylaws, when one or more directors shall resign from the Board, effective at a future date, a majority of directors then in office, including those who have resigned, shall have the power to fill such vacancy or vacancies, the vote thereon to take effect when such resignation or resignations shall become effective.

Section 14. Compensation. The Board of Directors, by a resolution or resolutions, may fix, and from time to time change, the compensation of Directors. Each director shall be entitled to reimbursement from the Corporation for his or her reasonable expenses incurred with respect to duties as a member of the Board of Directors or any committee thereof.

Section 15. Initial Director(s). Until such time as the first annual meeting of stockholders is held and a new Board of Directors is appointed, the initial Board of Directors of the corporation shall be:

Tanja Schoor, 411 Nowlin Lane, Stuart, VA, 24171, US

ARTICLE IV

OFFICERS

Section 1. Number. The officers of the Corporation shall include a President, a Secretary, and a Treasurer. The Board of Directors also shall elect a Chairman of the Board and may elect such other officers as the Board of Directors shall from time to time deem appropriate or necessary, which other officers shall have such powers and duties as determined by the Board of Directors.

Section 2. Election of Officers, Term, and Qualifications. The officers of the Corporation shall be elected from time to time by the Board of Directors and shall hold office at the pleasure of the Board of Directors. Except for the Chairman of the Board, none of the officers of the Corporation needs to be a director of the Corporation. Any two (2) or more offices may be held by the same person to the extent permitted by the General Corporation Law of the State of Delaware.

Section 3. Vacancies. A vacancy in officers shall be filled by the Board of Directors, or to the extent delegated to the Chairman of the Board, by the Chairman of the Board.

Section 4. Removal. Any officer elected by the Board of Directors may be removed, either with or without cause, by the Board of Directors at any meeting thereof, or to the extent delegated to the Chairman of the Board, by the Chairman of the Board.

Section 5. Resignation. Any officer may resign from the Corporation by providing notice in writing or by electronic transmission to the Board of Directors or to the Chairman of the Board; provided, however, that if such notice is given by electronic transmission, such electronic transmission must either set forth or be submitted with information from which it can be determined that the electronic transmission was authorized by the officer. Such resignation shall take effect at the date of the receipt of such notice or at any later time specified therein and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. The Chairman of the Board. The Chairman of the Board shall have the powers and duties customarily and usually associated with the office of the Chairman of the Board. The Chairman of the Board shall preside at meetings of the stockholders and of the Board of Directors.

Section 7. The President. The President shall be the chief executive officer of the Corporation. The President shall have, subject to the supervision, direction, and control of the Board of Directors, the general powers and duties of supervision, direction, and management of the affairs and business of the Corporation customarily and usually associated with the position of chief executive officer, including, without limitation, all powers necessary to direct and control the organizational and reporting relationships within the Corporation. If at any time the office of the Chairman of the Board shall not be filled, or in the event of the temporary absence or disability of the Chairman of the Board, the President shall perform the duties and exercise the powers of the Chairman of the Board.

Section 8. The Secretary. The Secretary shall attend meetings of the Board of Directors and meetings of the stockholders and record all votes and minutes of all such proceedings in a book or books kept for such purpose. The Secretary shall have all such further powers and duties as are customarily and usually associated with the position of Secretary or as may from time to time be assigned to him or her by the Board of Directors, the Chairman of the Board, or the President.

Section 9. The Treasurer. The Treasurer shall have custody of the Corporation's funds and securities, shall be responsible for maintaining the Corporation's accounting records and statements, shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation, and shall deposit or cause to be deposited moneys or other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer also shall maintain adequate records of all assets, liabilities, and transactions of the Corporation and shall assure that adequate audits

thereof are currently and regularly made. The Treasurer shall have all such further powers and duties as are customarily and usually associated with the position of Treasurer or as may from time to time be assigned to him or her by the Board of Directors, the Chairman of the Board, or the President.

Section 10. Initial Officer(s). Until such time as the first annual meeting of the Board of Directors is held and new officers are appointed, the initial officers of the corporation shall be:

Chairman of the Board

Mansour Khatib
4733 Torrance Blvd. #753
Torrance, CA 90503
US

President

Stuart Smits
166 Mill Road
Sacramento, CA 95864
US

Secretary

Tanja Schoor
411 Nowlin Lane
Stuart, VA 24171
US

Chief Financial Officer

John Parizek
6243 Paseo Colina
Carlsbad, CA 92009
US

ARTICLE V

STOCK

Section 1. Certificates. The shares of capital stock of the Corporation shall be represented by certificates, unless the Certificate of Incorporation or the Board of Directors, by resolution, otherwise provides that some or all of the shares of any class or series of the Corporation's capital stock shall be uncertificated. Every holder of capital stock of the

Corporation represented by certificates shall be entitled to a certificate representing such shares. Certificates for shares of stock of the Corporation shall be issued under the seal of the Corporation, or a facsimile thereof, and shall be numbered and shall be entered in the books of the Corporation as they are issued. Each certificate shall bear a serial number, shall exhibit the holder's name and the number of shares evidenced thereby, and shall be signed by or in the name of the Corporation by the Chairman of the Board or a Vice Chairman, if any, or the President or any Vice President, and by the Secretary or an Assistant Secretary or the Treasurer or an Assistant Treasurer representing the number of shares registered in certificate form.

Section 2. Transfers. Transfers of stock of the Corporation shall be made on the books of the Corporation only upon surrender to the Corporation of a certificate (if any) for the shares duly endorsed or accompanied by proper evidence of succession, assignment, or authority to transfer.

Section 3. Lost, Stolen, or Destroyed Certificates. Any person claiming a certificate of stock to be lost, stolen, or destroyed shall make an affidavit or an affirmation of that fact, and shall give the Corporation a bond of indemnity in satisfactory form and with one or more satisfactory sureties sufficient to indemnify it against any claim that may be made against it on account of the alleged loss, theft or destruction of any such certificate or the issuance of such new certificate or uncertificated shares, whereupon a new certificate (if requested) may be issued of the same tenor and for the same number of shares as the one alleged to be lost, stolen, or destroyed.

Section 4. Registered Stockholders. The names and addresses of the holders of record of the shares of each class and series of the Corporation's capital stock, together with the number of shares of each class and series held by each record holder and the date of issue of such shares, shall be entered on the books of the Corporation. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares of capital stock of the Corporation as the person entitled to exercise the rights of a stockholder, including, without limitation, the right to vote in person or by proxy at any meeting of the stockholders of the Corporation. The Corporation shall not be bound to recognize any equitable or other claim to or interest in any such shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise expressly provided by the General Corporation Law of the State of Delaware.

Section 5. Fractional Shares. The Corporation may, but shall not be required to, issue fractional shares of its capital stock if necessary or appropriate to effect authorized transactions. If the Corporation does not issue fractions of a share, it shall (1) arrange for the disposition of fractional interests by those entitled thereto, (2) pay in cash the fair value of fractions of a share as of the time when those entitled to receive such fractions are determined or (3) issue scrip or warrants in registered form (either represented by a certificate or uncertificated) or in bearer form (represented by a certificate) which shall entitle the holder to receive a full share upon the surrender of such scrip or warrants aggregating a full share. A certificate for a fractional share or an uncertificated fractional share shall, but scrip or warrants shall not unless otherwise provided therein, entitle the holder to exercise voting rights, to receive dividends thereon and to participate in any of the assets of the Corporation in the event of liquidation.

ARTICLE VI

INDEMNIFICATION

Section 1. Indemnification. (a) Subject to Section 3 of this Article VI, the Corporation shall indemnify, to the full extent that it shall have power under applicable law to do so and in a manner permitted by such law, any person who is made or threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative (hereinafter, a "Proceeding"), by reason of the fact that such person is or was a director or officer of the Corporation, or while serving as a director or officer of the Corporation, is or was serving at the request of Corporation as a director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, including service with respect to an employee benefit plan (collectively, "Another Enterprise").

(b) The Corporation may indemnify, to the full extent that it shall have power under applicable law to do so and in a manner permitted by such law, any person who is made or threatened to be made a party to any Proceeding, by reason of the fact that such person is or was an employee or agent of the Corporation, or while not serving as a director or officer of the Corporation, is or was serving at the request of the Corporation as a director, officer, employee, or agent of Another Enterprise.

Section 2. Advancement of Expenses. (a) Subject to Section 3 of this Article VI, with respect to any person who is made or threatened to be made a party to any threatened, pending, or completed Proceeding, by reason of the fact that such person is or was a director or officer of the Corporation or while serving as a director or officer of the Corporation, is or was serving at the request of Corporation as a director, officer, employee, or agent of Another Enterprise, the Corporation shall pay to the fullest extent not prohibited by applicable law the expenses (including attorneys' fees) incurred by such person in defending any such Proceeding in advance of its final disposition (hereinafter an "advancement of expenses"); provided, however, that any advancement of expenses shall be made only upon receipt of an undertaking (hereinafter an "undertaking") by such person to repay all amounts advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal that such person is not entitled to be indemnified for such expenses under this Article VI or otherwise.

(b) With respect to any person who is made or threatened to be made a party to any Proceeding, by reason of the fact that such person is or was an employee or agent of the Corporation, or while not serving as a director or officer of the Corporation, is or was serving at the request of the Corporation as a director, officer, employee, or agent of Another Enterprise, the Corporation may, in its discretion and upon such terms and conditions, if any, as the Corporation deems appropriate, pay the expenses (including attorneys' fees) incurred by such person in defending any such Proceeding in advance of its final disposition.

Section 3. Actions Initiated Against The Corporation. Anything in Section 1(a) or Section 2(a) of this Article VI to the contrary notwithstanding, except as provided in Section 5(b) of this Article VI, with respect to a Proceeding initiated against the Corporation by any person who is or was serving as a director or officer of the Corporation (or by a person who,

while serving as a director or officer of the Corporation, is or was serving at the request of Corporation as a director, officer, employee, or agent of Another Enterprise), whether initiated in such capacity or in any other capacity, the Corporation shall not be required to indemnify or to advance expenses (including attorneys' fees) to such person in connection with prosecuting such Proceeding (or part thereof) or in defending any counterclaim, cross-claim, affirmative defense, or like claim of the Corporation in such Proceeding (or part thereof) unless such Proceeding was authorized by the Board of Directors of the Corporation.

Section 4. Contract Rights. The rights to indemnification and advancement of expenses conferred upon any current or former director or officer of the Corporation pursuant to this Article VI (whether by reason of the fact that such person is or was a director or officer of the Corporation, or while serving as a director or officer of the Corporation, is or was serving at the request of the Corporation as a director, officer, employee, or agent of Another Enterprise) shall be contract rights, shall vest when such person becomes a director or officer of the Corporation, and shall continue as vested contract rights even if such person ceases to be a director or officer of the Corporation. Any amendment, repeal, or modification of, or adoption of any provision inconsistent with, this Article VI (or any provision hereof) shall not adversely affect any right to indemnification or advancement of expenses granted to any person pursuant hereto with respect to any act or omission of such person occurring prior to the time of such amendment, repeal, modification, or adoption (regardless of whether the Proceeding relating to such acts or omissions, or any proceeding relating to such person's rights to indemnification or to advancement of expenses, is commenced before or after the time of such amendment, repeal, modification, or adoption), and any such amendment, repeal, modification, or adoption that would adversely affect such person's rights to indemnification or advancement of expenses hereunder shall be ineffective as to such person, except with respect to any Proceeding that relates to or arises from (and only to the extent such Proceeding relates to or arises from) any act or omission of such person occurring after the effective time of such amendment, repeal, modification, or adoption.

Section 5. Claims. (a) If (i) a claim under Section 1(a) of this Article VI with respect to any right to indemnification is not paid in full by the Corporation (following the final disposition of the Proceeding) within sixty (60) days after a written demand has been received by the Corporation or (ii) a claim under Section 2(a) of this Article VI with respect to any right to the advancement of expenses is not paid in full by the Corporation within twenty (20) days after a written demand has been received by the Corporation, then the person seeking to enforce a right to indemnification or to an advancement of expenses, as the case may be, may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim.

(b) If successful in whole or in part in any suit brought pursuant to Section 5(a) of this Article VI, or in a suit brought by the Corporation to recover an advancement of expenses (whether pursuant to the terms of an undertaking or otherwise), the person seeking to enforce a right to indemnification or an advancement of expenses hereunder or the person from whom the Corporation sought to recover an advancement of expenses, as the case may be, shall be entitled to be paid by the Corporation the reasonable expenses (including attorneys' fees) of prosecuting or defending such suit.

(c) In any suit brought by a person seeking to enforce a right to indemnification hereunder (but not a suit brought by a person seeking to enforce a right to an advancement of expenses hereunder), it shall be a defense that the person seeking to enforce a right to indemnification has not met any applicable standard for indemnification under applicable law. With respect to any suit brought by a person seeking to enforce a right to indemnification or right to advancement of expenses hereunder or any suit brought by the Corporation to recover an advancement of expenses (whether pursuant to the terms of an undertaking or otherwise), neither (i) the failure of the Corporation to have made a determination prior to commencement of such suit that indemnification of such person is proper in the circumstances because such person has met the applicable standards of conduct under applicable law, nor (ii) an actual determination by the Corporation that such person has not met such applicable standards of conduct, shall create a presumption that such person has not met the applicable standards of conduct or, in a case brought by such person seeking to enforce a right to indemnification, be a defense to such suit.

(d) In any suit brought by a person seeking to enforce a right to indemnification or to an advancement of expenses hereunder, or by the Corporation to recover an advancement of expenses (whether pursuant to the terms of an undertaking or otherwise), the burden shall be on the Corporation to prove that the person seeking to enforce a right to indemnification or to an advancement of expenses or the person from whom the Corporation seeks to recover an advancement of expenses is not entitled to be indemnified, or to such an advancement of expenses, under this Article VI or otherwise.

Section 6. Determination of Entitlement to Indemnification. Any indemnification required or permitted under this Article VI (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the present or former director, officer, employee or agent is proper in the circumstances because he or she has met all applicable standards of conduct set forth in this Article VI and Section 145 of the General Corporation Law of the State of Delaware. Such determination shall be made, with respect to a person who is a director or officer of the Corporation at the time of such determination, (i) by a majority vote of the directors who are not parties to such action, suit or proceeding, even though less than a quorum; (ii) by a committee of such directors designated by majority vote of such directors, even though less than a quorum; (iii) if there are no such directors, or if such directors so direct, by independent legal counsel in a written opinion; or (iv) by the stockholders. Such determination shall be made, with respect to any person who is not a director or officer of the Corporation at the time of such determination, in the manner determined by the Board of Directors (including in such manner as may be set forth in any general or specific action of the Board of Directors applicable to indemnification claims by such person) or in the manner set forth in any agreement to which such person and the Corporation are parties.

Section 7. Non-Exclusive Rights. The indemnification and advancement of expenses provided in this Article VI shall not be deemed exclusive of any other rights to which any person may be entitled under any bylaw, agreement, vote of stockholders or disinterested directors, or otherwise, both as to action in such person's official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be such director, officer, employee, or agent and shall inure to the benefit of the heirs, executors, and administrators of such person.

Section 8. Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director, officer, employee, or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee, or agent of Another Enterprise against any liability asserted against such person and incurred by such person in any such capacity, or arising out of such person's status as such, whether or not the Corporation would have the power to indemnify such person against such liability under the provisions of this Article VI or otherwise.

Section 9. Severability. If any provision or provisions of this Article VI shall be held to be invalid, illegal, or unenforceable for any reason whatsoever: (1) the validity, legality, and enforceability of the remaining provisions of this Article VI (including, without limitation, each portion of any paragraph or clause containing any such provision held to be invalid, illegal, or unenforceable, that is not itself held to be invalid, illegal, or unenforceable) shall not in any way be affected or impaired thereby; and (2) to the fullest extent possible, the provisions of this Article VI (including, without limitation, each such portion of any paragraph or clause containing any such provision held to be invalid, illegal, or unenforceable) shall be construed so as to give effect to the intent manifested by the provision held invalid, illegal, or unenforceable.

Section 10. Miscellaneous. For purposes of this Article VI: (a) references to serving at the request of the Corporation as a director or officer of Another Enterprise shall include any service as a director or officer of the Corporation that imposes duties on, or involves services by, such director or officer with respect to an employee benefit plan; (b) references to serving at the request of the Corporation as a employee or agent of Another Enterprise shall include any service as an employee or agent of the Corporation that imposes duties on, or involves services by, such employee or agent with respect to an employee benefit plan; (c) a person who acted in good faith and in a manner such person reasonably believed to be in the interest of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner not opposed to the best interests of the Corporation; and (d) references to a director of Another Enterprise shall include, in the case of any entity that is not managed by a board of directors, such other position, such as manager or trustee or member of the governing body of such entity, that entails responsibility for the management and direction of such entity's affairs, including, without limitation, general partner of any partnership (general or limited) and manager or managing member of any limited liability company.

ARTICLE VII

MISCELLANEOUS

Section 1. Books and Records. (a) Any books or records maintained by the Corporation in the regular course of its business, including its stock ledger, books of account, and minute books, may be kept on, or by means of, or be in the form of, any information storage device or method; provided, however, that the books and records so kept can be converted into clearly legible paper form within a reasonable time. The Corporation shall so convert any books or records so kept upon the request of any person entitled to inspect such records pursuant to the

Certificate of Incorporation, these Bylaws, or the provisions of the General Corporation Law of the State of Delaware.

(b) It shall be the duty of the Secretary or other officer of the Corporation who shall have charge of the stock ledger to prepare and make, at least ten (10) days before every meeting of the stockholders, a complete list of the stockholders entitled to vote thereat, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the stockholder's name. Nothing contained in this subsection (b) shall require the Corporation to include electronic mail addresses or other electronic contact information on such list. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting for a period of at least ten (10) days prior to the meeting: (i) on a reasonably accessible electronic network, provided that the information required to gain access to such list is provided with the notice of the meeting, or (ii) during ordinary business hours, at the principal place of business of the Corporation. In the event that the Corporation determines to make the list available on an electronic network, the Corporation may take reasonable steps to ensure that such information is available only to stockholders of the Corporation. If the meeting is to be held at a place, then the list shall be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder who is present. If the meeting is to be held solely by means of remote communication, then the list shall also be open to the examination of any stockholder during the whole time of the meeting on a reasonably accessible network, and the information required to access such list shall be provided with the notice of the meeting. The stock ledger shall be the only evidence of the identity of the stockholders entitled to examine such list.

Section 2. Voting Shares in Other Business Entities. The President or any other officer of the Corporation designated by the Board of Directors may vote any and all shares of stock or other equity interest held by the Corporation in any other corporation or other business entity, and may exercise on behalf of the Corporation any and all rights and powers incident to the ownership of such stock or other equity interest.

Section 3. Fiscal Year. The fiscal year of the Corporation shall be such fiscal year as the Board of Directors from time to time by resolution shall determine.

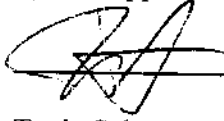
Section 4. Electronic Transmission. For purposes of these Bylaws, "electronic transmission" means any form of communication, not directly involving the physical transmission of paper, that creates a record that may be retained, retrieved, and reviewed by a recipient thereof, and that may be directly reproduced in paper form by such a recipient through an automated process.

Section 5. Amendment. These Bylaws may be altered, amended, or repealed at any annual or regular meeting of the Board of Directors or at any special meeting of the Board of Directors if notice of the proposed alteration, amendment, or repeal be contained in written notice of such special meeting, or at any meeting of the stockholders of the Corporation.

ARTICLE IX

ADOPTION OF THE BY-LAWS

The Secretary of the Corporation hereby certifies that this is a true and correct copy of the bylaws approved and adopted by the Corporation.



Tanja Schoor, Secretary

OPERATING AGREEMENT

OF

NEWBERN FARMS, L.L.C.

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OPERATING AGREEMENT

OF

NEWBERN FARMS L.L.C.

THIS OPERATING AGREEMENT (the "Agreement"), made as of September 24, 1999, by and among the undersigned persons (collectively, the "Members"), who agree to form a limited liability company (the "Company") under the Virginia Limited Liability Company Act, as amended (the "Act"), upon the following terms and conditions:

1. FORMATION AND TERM

A. Formation.

Articles of organization were filed with the State Corporation Commission of Virginia, and the Company was formed under the Act upon the issuance of its certificate of organization by the Commission on September 30, 1999.

B. Term.

The term of the Company began upon the issuance of its certificate of organization by the State Corporation Commission of Virginia and shall continue until terminated in accordance with this Agreement, or as otherwise provided by law.

2. NAME, OFFICE OF THE COMPANY AND REGISTERED AGENT.

A. Name.

The name of the Company is Newbern Farms L.L.C. The business of the Company may be conducted under such trade or fictitious names as the Manager may determine.

B. Office of the Company.

The principal office of the Company, at which shall be kept the records required to be maintained by the Company under the Act, shall be Suite 1400, Dominion Tower, 999 Waterside Drive, Norfolk, Virginia 23510, or such other place as the Manager may determine. The Manager shall give notice of any change in the Company's principal office to the Members.

C. Registered Agent.

The Company's agent for service of process shall be Richard C. Burroughs, Suite 1400, Dominion Tower, 999 Waterside Drive, Norfolk, Virginia 23510, or such other person as the Manager may designate.

3. BUSINESS OF THE COMPANY.

The business of the Company shall be the acquisition, ownership, disposition and reinvestment of investment assets and any and all business activities related or incidental thereto.

4. MEMBERS, INTERESTS AND CAPITAL.

A. Members, Interests and Initial Capital Contributions.

The initial Members, their initial ownership Interests in the Company ("Interests"), and their initial capital contributions to the Company ("Capital Contributions"), are as set forth on Exhibit A. A Member shall cease to be a Member upon his death, adjudication of incompetency, termination or bankruptcy, or the Member's disposition of his entire Interest, and the Member's successor in interest shall (unless admitted as a Member under Section 7D(1)) have the same rights and obligations as an assignee of an Interest who does not become a Member, as set forth in Section 7D(2).

B. Additional Capital.

Upon the affirmative vote of the Manager and Members (including the Manager) holding a majority of the Interests, the Manager shall call for additional Capital Contributions from the Members, in proportion to their Interests, in such amounts and for such purposes as those Members specify, and within thirty (30) days of the notice of the call each Member shall contribute his pro rata share. If a Member fails to pay any amount that he is required to pay under this Section 4B, the Company and the other Members may pursue any and all available legal or equitable remedies against that Member including, without limitation, actions to compel payment of the amount due and an action for specific performance. Each Member waives any requirement that any action for collection be in the form of an accounting procedure or that the dissolution of the Company be a prerequisite to any such action.

5. ALLOCATIONS AND DISTRIBUTIONS.

Taxable income and loss and items thereof shall be allocated, and funds available for distribution shall be distributed, to the Members in proportion to their Interests at such time or times as the Manager in his sole discretion may determine.

6. MANAGEMENT AND CONTROL OF BUSINESS.

A. Management.

(1) The Company's business shall be managed by its manager (the "Manager"). Richard C. Burroughs is designated as the initial Manager. The Manager may resign at any time and may be removed, and a successor selected, by act of Members holding a majority of the Interests held by Members.

(2) The Manager shall have the exclusive right to manage the business of the Company, including the power to purchase or sell assets, and to borrow money from any person including any Members, on behalf of the Company, all at such price and upon such terms as he may deem advisable. The Manager may by written instrument delegate prescribed functions to any Member, employee or agent.

(3) In addition to the foregoing powers and authority, the Manager is specifically authorized on behalf of the Company to execute and deliver all documents and to take all other necessary or appropriate action to consummate the acquisition of approximately 154± acres in the Butts Road Borough, Chesapeake, Virginia from Raymond O. Eason and Clinton P. Eason, and the associated purchase money financing.

(4) Any instrument may be executed and delivered on behalf of the Company by the Manager, including any deed, deed of trust, note or other evidence of indebtedness, lease agreement, security agreement, financing statement, contract of sale, or other instrument purporting to convey or encumber, in whole or in part, any or all of the assets of the Company, at any time held in its name, or any receipt or compromise or settlement agreement with respect to the accounts receivable and claims of the Company; and no other signature shall be required for any such instrument to be valid, binding and enforceable against the Company in accordance with its terms. All persons may rely thereon and shall be exonerated from any and all liability if they deal with the Manager on the basis of documents approved and executed on behalf of the Company by the Manager.

(5) Any person dealing with the Company, the Manager or any Member may rely upon a certificate signed by the Manager as to:

(a) the identity of the Manager or Members;

(b) the existence or non-existence of any fact or facts which constitute conditions precedent to acts by the Manager or in any other manner are germane to the affairs of the Company;

(c) the persons who are authorized to execute and deliver any instrument or document of the Company; or

(d) any act or failure to act by the Company or as to any other matter whatsoever involving the Company, the Manager or any Member.

7. ASSIGNMENT OF INTERESTS; SUBSTITUTION OF MEMBERS.

A. Limitations.

(1) Except as permitted under Sections 4A or 7C, no Member may withdraw or retire from the Company or make a disposition of all or any part of his Interest, without the receipt of an Outside Offer and compliance with Section 7A(2). For purposes of this Section 7A, an "Outside Offer" shall mean a bona fide, signed written offer to purchase all or part of an Interest made by a person or entity having sufficient financial ability to consummate the purchase on the terms of the offer, in form legally enforceable against the offeror, and accompanied by a good faith deposit and obligating the offeror to furnish sufficient information on which a judgment may be made as to his ability to perform the offer.

(2) If a Member receives an Outside Offer that he desires to accept, he shall give the other Members a selling notice specifying the name and address of the proposed transferee ("Selling Notice"), accompanied by a copy of the Outside Offer. The other Members shall have the option to purchase the entire offered Interest at the price and upon the conditions and terms set forth in the Outside Offer. The option may be exercised by giving notice to the offering Member within thirty (30) days from the date the Selling Notice is given. If more than one Member desire to purchase, they may purchase the entire offered Interest in proportion to their respective Interests, unless they otherwise agree. The closing of the purchase shall be not more than sixty (60) days from the date of the Selling Notice. If no Member exercises the option to purchase, then the offering Member may make a disposition of the entire offered Interest to the person named in the Selling Notice at a price not below nor upon terms more advantageous to the purchaser than those contained in the Outside Offer. If the disposition is not made and consummated within seventy-five (75) days after the date of the Selling Notice, the offering Member may not thereafter dispose of all or any part of his Interest without again complying with this Section 7A(2). If one or more Members exercise the option to purchase, then notwithstanding the terms of the Outside Offer they shall have the further option to pay the purchase price as follows:

(a) 20% of the purchase price in cash or by bank check or checks drawn on one or more national banks;

(b) the balance paid by delivering one or more promissory notes of the purchaser or purchasers as of the closing date and bearing interest at the prime rate,

as of the closing date, announced by the bank with which the Company has its principal banking relationship, with the principal amount's being payable in five (5) equal annual installments beginning one (1) year from closing and with interests being payable at the time of each principal installment.

B. Pledge or Encumbrance of Interests.

No Member may pledge or encumber all or any part of his Interest, in any manner, whether voluntarily or involuntarily, by operation of law or otherwise.

C. Excluded Transfers.

(1) The restrictions of Section 7A shall not apply to the transfer or assignment by a Member of all or any part of his Interest to another Member or the Company. If a Member assigns all or part of his Interest to another Member, the assignee Member shall have the rights of a Member in respect of his entire Interest, including any right provided by this agreement to vote in proportion to his Interest.

(2) The restrictions of Section 7A shall not apply to any transfer or assignment of the Interest of a bankrupt, deceased, dissolved or terminated or incompetent Member to his successor in interest, but shall apply to the successor in interest to the same extent that, under the circumstances of any particular transfer, sale, assignment, gift, bequest or other disposition, those restrictions would have applied to the bankrupt, deceased, dissolved or terminated or incompetent Member.

(3) The restrictions of Section 7A shall not apply to the transfer or assignment (in trust or otherwise) by a Member to or for the benefit of himself, his spouse or any of his natural or adopted descendants or the spouse of any such descendant, or to the distribution by a Trustee or Trustees who are a Member of all or part of an Interest to one or more beneficiaries of the trust, except that a transfer described in this subsection may be deferred or restricted by the Manager as required by any applicable federal or state securities laws.

D. Substitution of Member.

(1) The permitted assignee of all or part of an Interest may become a substituted Member only upon the assignee's consent in writing to all the terms of this Agreement and upon the written consent of the Manager and, if the Manager was the assignor of the Interest, of non-transferring Members holding a majority of the Interests held by non-transferring Members, except that upon the death of a Member, the Member's personal representative, and any person who is a permitted assignee under Section 7C(3) to whom the personal representative assigns or transfers the Member's Interest in accordance with the Member's testamentary direction or the laws of intestate succession, shall have the right to be

admitted as a substituted Member upon consenting in writing to the terms of this Agreement. Each Manager (and Member) may grant or withhold consent in his sole discretion. Notwithstanding the foregoing, no consent is required for an assignee who is a descendant of Charles and Virginia Burroughs. Unless named in, or admitted in accordance with, this Agreement, no person shall be considered a Member; and the Company, the Manager, each Member, and any other person having business with the Company need deal only with Members so named and so admitted. They shall not be required to deal with any other person by reason of any purported assignment by a Member or by reason of the death, incompetency, or bankruptcy of a Member.

(2) An assignee who does not become a substituted Member shall not be entitled to participate in the management or affairs of the Company or to exercise any rights of a Member but shall be entitled to receive any share of profits and losses and distributions to which his assignor would have been entitled, to the extent of the Interest held by the assignee. The Interest held by the assignee shall be subject to the same restrictions on transfer as are Interests held by Members, as set forth in this Section 7. The assignee shall have the same obligations to the Company arising on or after the date of the assignment as a Member holding the same Interest would have, including any obligation to contribute additional capital as provided in Section 4B, and shall be liable (jointly and severally with his predecessor in interest) for any unsatisfied obligation of his predecessor in interest under Section 4A or 4B in respect of the Interest assigned.

8. DISSOLUTION OF THE COMPANY.

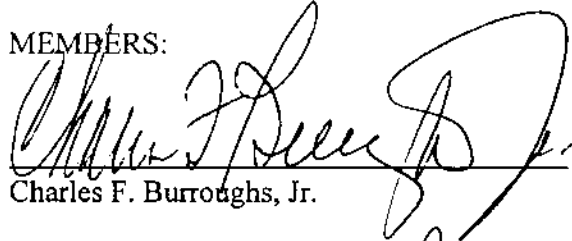
The Company shall be dissolved upon the written consent of action of the Manager and of Members (including the Manager) holding two-thirds of the Interests. Any event that terminates the membership of a Member shall not of itself cause the dissolution and winding up of the Company. Upon an event causing dissolution of the Company, the Manager or, if none, the Members shall wind up the Company's affairs. After paying or providing for the payment of all Company debts, the proceeds of sale shall be distributed to the Members in accordance with their capital accounts. If the Manager or, if none, the Members determine that an immediate sale would be financially inadvisable, they may defer sale of the Company assets for a reasonable time, or distribute the assets in kind.

9. AMENDMENT.

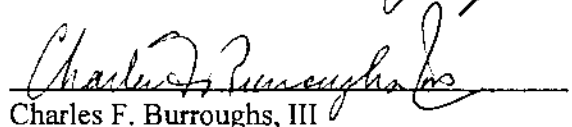
Amendment of this Agreement shall require the written consent of the Manager and of Members (including the Manager) holding two-thirds of the Interests, except that any amendment that would adversely affect the liabilities of a Member, change the allocations or distributions to any Member for which Section 5 or 8 provides or modify the consent or approval rights reserved to the Members shall require the written consent of any Member affected.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first above written.

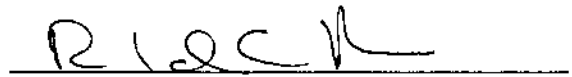
MEMBERS:



Charles F. Burroughs, Jr.



Charles F. Burroughs, III



Richard C. Burroughs

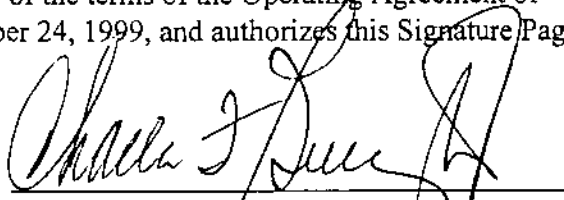
OPERATING AGREEMENT

OF

NEWBERN FARMS L.L.C.

COUNTERPART SIGNATURE PAGE

The undersigned hereby agrees to all of the terms of the Operating Agreement of Newbern Farms L.L.C., dated as of September 24, 1999, and authorizes this Signature Page to be attached to the Agreement.

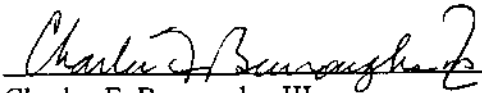


Charles F. Burroughs, Jr.

Date: Oct 8, 1999

OPERATING AGREEMENT
OF
NEWBERN FARMS L.L.C.
COUNTERPART SIGNATURE PAGE

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Charles F. Burroughs, III

Date: October 8, 1999

OPERATING AGREEMENT
OF
NEWBERN FARMS L.L.C.
COUNTERPART SIGNATURE PAGE

The undersigned hereby agrees to all of the terms of the Operating Agreement of Newbern Farms L.L.C., dated as of September 24, 1999, and authorizes this Signature Page to be attached to the Agreement.



Richard C. Burroughs

Date: 10/8/99

EXHIBIT A

TO OPERATING AGREEMENT OF
NEWBERN FARMS L.L.C.

dated as of September 24, 1999

<u>Member</u>	<u>Member Interest</u>	<u>Dollar Amount</u>
Charles F. Burroughs, Jr. 7721 Argyle Avenue Norfolk, Virginia 23505	33.33%	\$50,000.00
Charles F. Burroughs, III 7721 Argyle Avenue Norfolk, Virginia 23505	33.33%	\$50,000.00
Richard C. Burroughs c/o Harvey Lindsay & Co. Suite 1400, Dominion Tower 999 Waterside Drive Norfolk, Virginia 23510	<u>33.34%</u>	<u>\$50,000.00</u>
TOTAL	100%	\$150,000.00

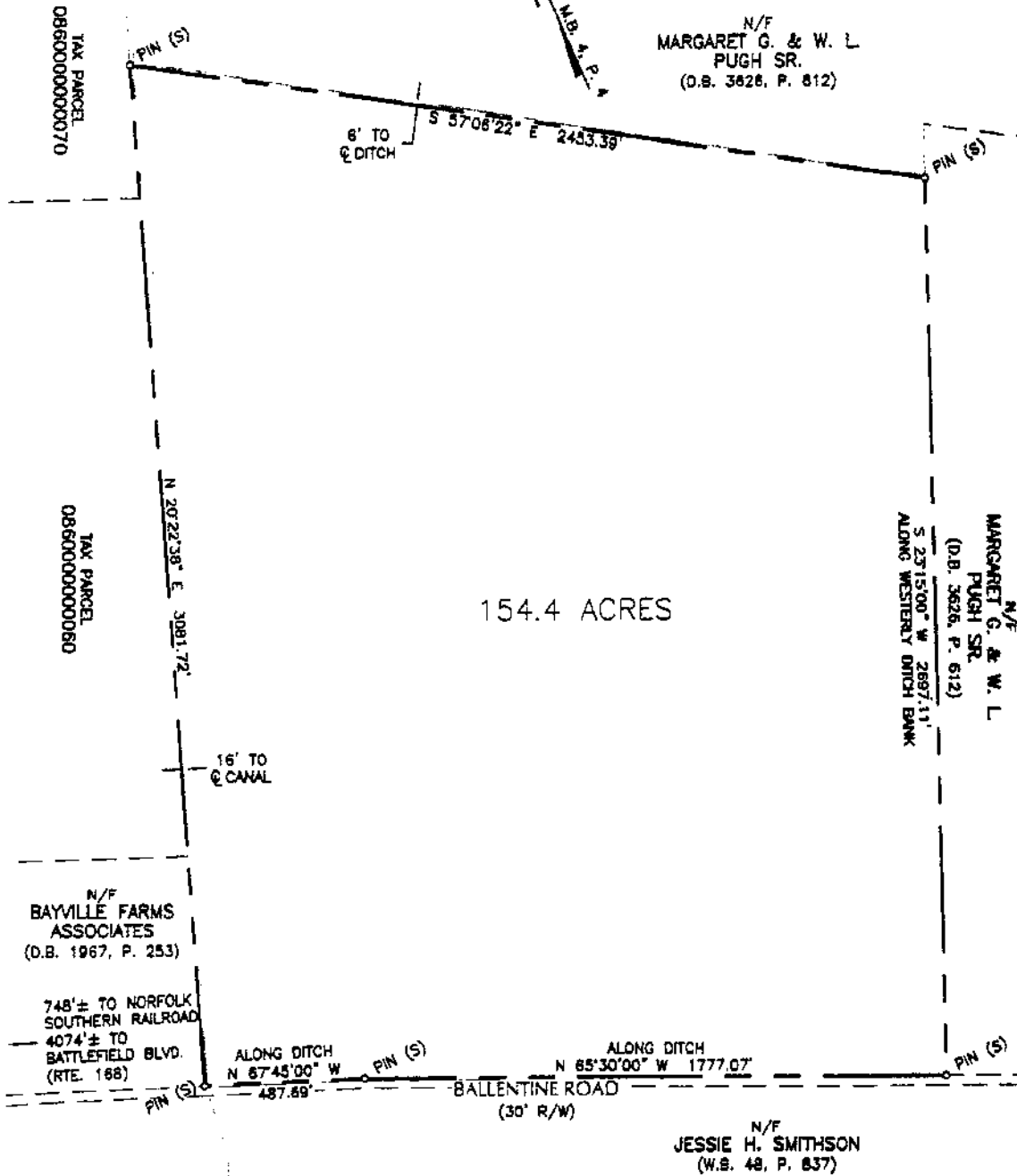
I, WILLIAM C. GERWITZ, A LAND SURVEYOR, DO HEREBY CERTIFY THAT THIS SURVEY, THE BEST OF MY KNOWLEDGE AND BELIEF, IS CORRECT AND COMPLIES WITH THE MINIMUM STANDARDS ESTABLISHED BY THE VIRGINIA STATE BOARD OF LAND SURVEYORS.

THIS SURVEY IS NOT INTENDED TO SHOW ANY EASEMENTS OR IMPROVEMENTS THAT MAY AFFECT THE PROPERTY SHOWN HEREON, EXCEPT THOSE AS SHOWN.

SIGNED: WILLIAM C. GERWITZ NO. 1579 DATE: _____



N/F
MARGARET G. & W. L.
PUGH SR.
(O.B. 3626, P. 612)



D.B. 1945, P. 218-219
099017\hick0913.dwg

TW/veg

BOUNDARY SURVEY OF
155± ACRE PARCEL OF
CLINTON P. EASON
AND
RAYMOND O. EASON



KELLAM - GERWITZ
ENGINEERING INC.
ENGINEERING-SURVEYING-PLANNING
500 CENTRAL DRIVE
SUITE 113
VIRGINIA BEACH, VIRGINIA 23464
(757)340-0828

SCALE: 1" = 300'
BLITTS ROAD BOROUGH

14 SEPTEMBER, 1999
CHESAPEAKE, VIRGINIA

Real Estate Tax Demonstration Form

Name of Property Owner: Newbern Farms LLC

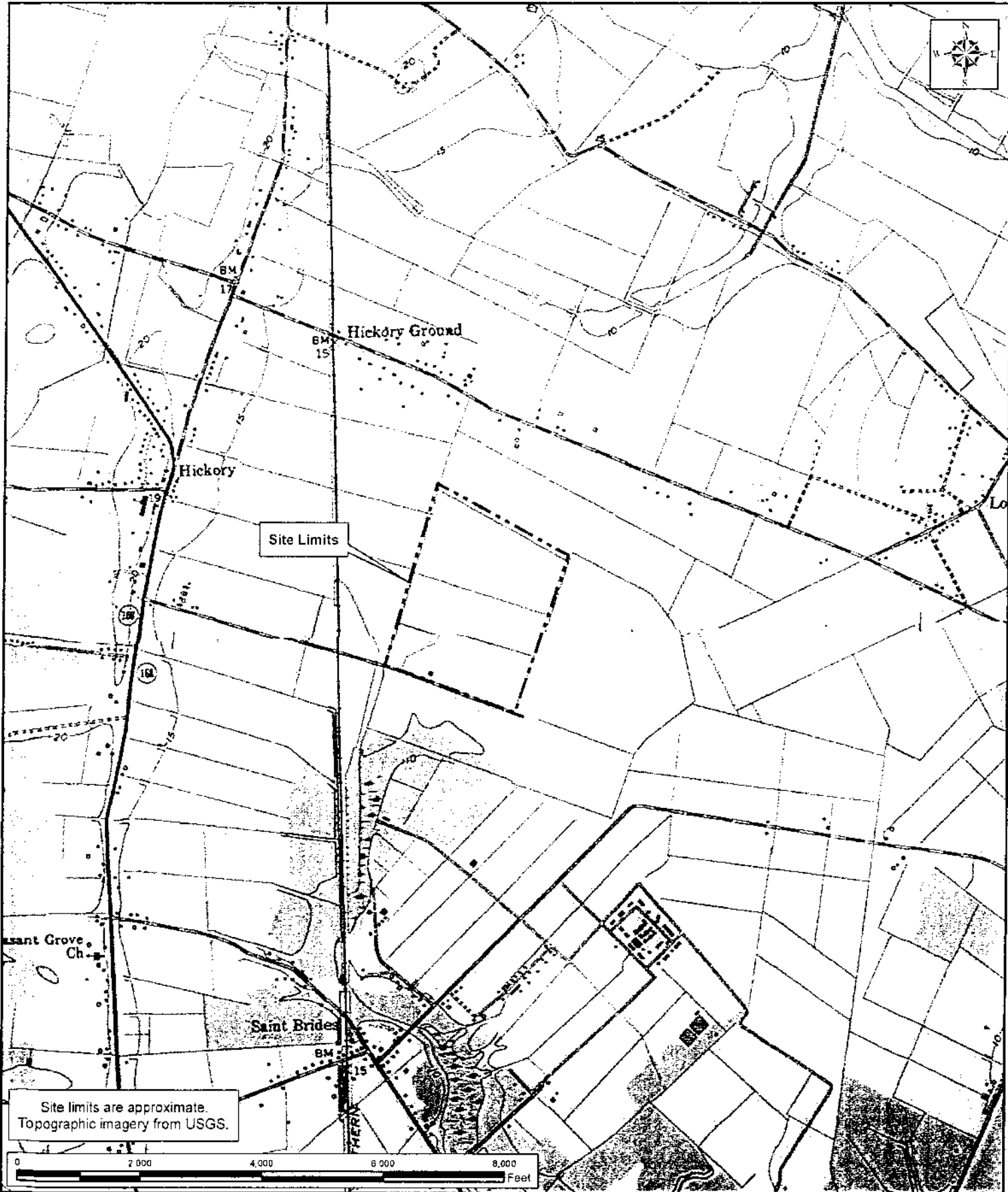
Control Number(s) of Property: 0970000000660

Per section §16-102 and §17-102 of the Zoning Ordinance, this document is to certify that according to records held by the Treasurer Office, no delinquent real estate taxes are currently due on the above property.

Treasurer's Employee Signature: 

Treasurer's Employee Name: Gloria W Matthews

Title: Customer Service Clerk III Date: 1/4/17



HICKORY SOLAR SITE
 CHESAPEAKE, VIRGINIA
 FIGURE 1: VICINITY MAP

TIMMONS GROUP

YOUR VISION ACHIEVED THROUGH OURS.

TIMMONS GROUP JOB NUMBER 99999
 PROJECT STUDY LIMITS 154.4 ACRES
 LATITUDE 36°37'35.70"N
 LONGITUDE 76°11'27.89"W

U.S.G.S. QUADRANGLE(S) MCYOCK & FENTRESS
 DATE(S) 1986
 WATERSHED(S) ALBEMARLE
 HYDROLOGIC UNIT CODE(S) 03010205

This plan and associated documents are the exclusive property of TIMMONS GROUP and may not be reproduced in whole or in part and shall not be used for any purpose whatsoever, however, without limited to construction, bidding, and/or construction staking without the express written consent of TIMMONS GROUP.

ADJACENT PROPERTY OWNERS LIST OF ADDRESSES
(Application for New Energy Ventures Solar Farm Project)

Tax Map #: 0970000000620
Name: Bayville Farms Associates
Street: 999 Waterside Drive, Suite 1400
City: Norfolk
State/Zip: VA 23510-3300

Tax Map #: 0860000000075
Name: Lyle and Molly Pugh
Street: 2220 Bishop Road
City: Blacksburg
State/Zip: VA 24060-8820

Tax Map #: 0860000000060
Name: Strategic Development, LLC
Street: 700 INDEPENDENCE BLVD, #202
City: VIRGINIA BEACH
State/Zip: VA 23455-6201

Tax Map #: 0970000000650
Name: Margaret G. Pugh
Street: 1755 Centerville Tpke.
City: S. Chesapeake
State/Zip: VA 23322-1904

Tax Map #: 0860000000180
Name: Margaret G. Pugh
Street: 1755 Centerville Tpke.
City: S. Chesapeake
State/Zip: VA 23322-1904

Tax Map #: 0970000000632
Name: Don H. Higgerson
Street: 815 Waterfall Way
City: Chesapeake
State/Zip: VA 23322-9605

Tax Map #: 0970000000631
Name: Mark Higgerson
Street: 1157 Indian Creek Road
City: Chesapeake
State/Zip: VA 23322-2056

Tax Map #: 0970000000630
Name: Barry W. Higgerson
Street: PO Box 1128
City: Chesapeake
State/Zip: VA 23327-1128

Hoa N. Dao

From: Ken Niemann <kniemann1@comcast.net>
Sent: Friday, April 28, 2017 12:45 PM
To: Hoa N. Dao
Cc: Tim Howlett
Subject: RE: PLN-USE-2017-003 (Hickory Solar Farm)

Understood.

The stipulations are acceptable.

Ken Niemann
North Ridge Resources LLC
Alexandria, VA
703-801-0412
kniemann1@comcast.net

From: Hoa N. Dao [mailto:hdao@cityofchesapeake.net]
Sent: Friday, April 28, 2017 10:28 AM
To: Ken Niemann <kniemann1@comcast.net>
Cc: Tim Howlett <thowlett@CityOfChesapeake.Net>
Subject: RE: PLN-USE-2017-003 (Hickory Solar Farm)

Ken,

At this point in the application process, we cannot add or remove applicant/owner from the application without pulling the application from the May Agenda. If a new applicant/owner is added, we will require new legal documentation (Power of Attorney) and redo the advertising.

Sincerely,

Hoa N. Dao, Senior Planner
E: hDao@CityOfChesapeake.Net
P: 757.382.6044



From: Ken Niemann [mailto:kniemann1@comcast.net]
Sent: Friday, April 28, 2017 10:23 AM
To: Hoa N. Dao
Subject: RE: PLN-USE-2017-003 (Hickory Solar Farm)

I obviously don't want to do that. How can we get Hickory Solar added as the project company while keeping New Energy as the applicant? Ken

From: Hoa N. Dao [<mailto:hdao@cityofchesapeake.net>]
Sent: Friday, April 28, 2017 10:14 AM
To: Ken Niemann <kniemann1@comcast.net>
Subject: RE: PLN-USE-2017-003 (Hickory Solar Farm)

Ken,

The applicant for this application is listed as New Energy Ventures, Inc. since the beginning of the process. If you wish to change applicant to Hickory Solar 1 and 2 LLC, we will need to pull this application from the May 10th agenda for further review and documentation. Let me know what you do.

Sincerely,

Hoa N. Dao, Senior Planner
E: hDao@CityOfChesapeake.Net
P: 757.382.6044



From: Ken Niemann [<mailto:kniemann1@comcast.net>]
Sent: Friday, April 28, 2017 9:59 AM
To: Hoa N. Dao
Subject: RE: PLN-USE-2017-003 (Hickory Solar Farm)

Hoa.

These conditions are acceptable. The name of the applicant on the Conditional Use Permit is Hickory Solar 1 and 2 LLC.

Regards, Ken

Ken Niemann
North Ridge Resources LLC
Alexandria, VA
703-801-0412
kniemann1@comcast.net

From: Hoa N. Dao [<mailto:hdao@cityofchesapeake.net>]
Sent: Thursday, April 27, 2017 4:26 PM
To: Ken Niemann <kniemann1@comcast.net>
Subject: PLN-USE-2017-003 (Hickory Solar Farm)

Hi Ken,

Below are the eight (8) stipulations Staff is recommending for the Hickory Solar Farm CUP application. Please let me know if you are agreeable or have concerns to any of stipulations below.

1. The applicant/owner shall construct a City Standard Commercial Entrance, CG-11A to access the site prior to issuance of a Certificate of Occupancy. The entrance shall be constructed at the

intersection of Battlefield Boulevard South and Ballentine Road and shall be depicted on the final site construction plan which is subject to review and approval of the Director of Development and Permits, or designee. In addition, a closure and restoration plan shall be a required component of the final site construction plan.

2. The applicant/owner shall submit a Landscape Plan pursuant to the Chesapeake Zoning Ordinance prior to final construction plan approval. Said plan shall be subject to the review and approval of the City's Landscape Coordinator. Said plan shall consist of the following: a modified Buffer Yard E along the entirety of the property line, consisting of small and medium canopy trees that are at least 6 feet in height, shrubs that are in a minimum industry standard 3 gallon container at planting, and a solid evergreen buffer along the entirety of the property line adjacent to the residential properties to screen the use. The solid evergreen buffer shall include trees that are at least 8 feet in height at time of planting, and shrubs that are in a minimum industry standard 3 gallon container at time of planting. All plant materials shall be subject to the review and approval of the City's Landscape Coordinator and shall be installed prior to the issuance of a Certificate of Occupancy for the use. The applicant/owner shall also install and maintain a 6 foot security fence around the entire perimeter of the solar farm prior to the issuance of a Certificate of Occupancy for the use.
3. The applicant/owner shall obtain a valid Run-Off Control Permit from the Department of Public Utilities prior to the approval of construction plans.
4. The applicant/owner shall obtain all required permits and approvals from the Department of Development and Permits prior to the installation of the security fence and storage shed.
5. The applicant/owner agrees that all power lines transferring the power generated from the property to the existing Dominion Virginia Power distribution system on Battlefield Boulevard South, which are both on-site and off-site, shall be placed underground unless the applicant/owner provides written correspondence from Dominion Virginia Power which requires the lines to be placed above ground to the Zoning Administrator.
6. The applicant/owner agrees that the proposed use shall utilize SMA 2200-EV-US, SMA 2500-EV-US or an alternative solar panel inverter approved by the Navy and in compliance with the Navy's Electromagnetic Interference (EMS) assessment.
7. The approval of this Conditional Use Permit is limited to the applicant only.
8. The applicant/owner shall provide written notice to the Director of Development and Permits or designee at least 30 days in advance of the cessation or abandonment of this use. Within 180 days of the cessation or abandonment of this use, the applicant/owner shall remove all photovoltaic systems (including but not limited to inverters, modules/solar panels, solar trackers) and all other structural elements related to the photovoltaic system use. The applicant/owner shall also restore the property to its pre-use grade, as approved by the Director of Development and Permits or designee, within the referenced 180 days.

Sincerely,

Hoa N. Dao, Senior Planner
E: hDao@CityOfChesapeake.Net
P: 757.382.6044

Hoa N. Dao

From: Ken Niemann <kniemann1@comcast.net>
Sent: Wednesday, May 10, 2017 9:49 AM
To: Hoa N. Dao
Cc: Tim Howlett
Subject: RE: PLN-USE-2017-003 (Hickory Solar Farm)

That would be fine. I note that this is included in the Tradewind stipulations.

*Ken Niemann
North Ridge Resources LLC
Alexandria, VA
703-801-0412
kniemann1@comcast.net*

From: Hoa N. Dao [mailto:hdao@cityofchesapeake.net]
Sent: Wednesday, May 10, 2017 9:32 AM
To: Ken Niemann <kniemann1@comcast.net>
Cc: Tim Howlett <thowlett@CityOfChesapeake.Net>
Subject: PLN-USE-2017-003 (Hickory Solar Farm)

Ken,

This stipulation will be added to your application. Do you have any concerns with it?

The applicant/owner agrees that they shall only use mono-crystalline or poly-crystalline photovoltaic (PV) technology for the solar energy facility. This stipulation shall be included as a condition on the final site plan for the project.

Sincerely,

Hoa N. Dao, Senior Planner
E: hDao@CityOfChesapeake.Net
P: 757.382.6044



NOTICE OF APPLICATION FOR A

USE PERMIT

FOR

PLN-USE-2017-003

SOLAR FACILITY

A PUBLIC HEARING

WILL BE HELD (5-10-17)

BY THE

CITY PLANNING COMMISSION

TIME 7:00 PM

IN CITY COUNCIL CHAMBERS

CHESAPEAKE CITY HALL

306 CEDAR ROAD

FINAL ACTION BY CITY COUNCIL

WILL FOLLOW AT A LATER DATE

PLANNING DEPT. 382-6176

Planning@cityofchesapeake.net

NOTICE OF APPLICATION FOR A

USE PERMIT

FOR

PLN-USE-2017-003

SOLAR FACILITY

A PUBLIC HEARING
WILL BE HELD 15-10-17

BY THE

CITY PLANNING COMMISSION

TIME 7:00 PM

IN CITY COUNCIL CHAMBERS

CHESAPEAKE CITY HALL

306 CEDAR ROAD

FINAL ACTION BY CITY COUNCIL

WILL FOLLOW AT A LATER DATE

PLANNING DEPT. 382-6176

Planning@cityofchesapeake.net

PUBLIC HEARING APPLICATION CHECKLIST

Application # PCW-USE-2017-003 Planner _____

- Application Fee \$ 420.00
- Copy of Application
- Adjacent Property Owners List
- Stamped envelopes (~~no~~ need envelopes)
- Tax Demonstration Form
- Title Report
- ESA - if needed

Need Original Signatures -

- Ownership Statement John Parizek, CFO (Need Originals)
Richard Burroughs
- 1.
- 2.
- 3.

- Power of Attorney - John Parizek, New Energy Ventures Inc. /
Richard Burroughs, mgr Newbern Farms (need originals)
- 1.
- 2.
- 3.

- Proffer Statement