

7. The allegations contained in Paragraph 7 of Plaintiff's Complaint are admitted upon information and belief.
8. The allegations contained in Paragraph 8 of Plaintiff's Complaint are admitted upon information and belief.
9. The allegations contained in Paragraph 9 of Plaintiff's Complaint are denied, as Plaintiff does not have a justiciable claim against EastWest.
10. To the extent that Paragraph 10 of Plaintiff's Complaint alleges that this Court has personal jurisdiction over EastWest generally, these allegations are admitted. However, to the extent that Paragraph 10 alleges that Plaintiff has a justiciable claim against EastWest, these allegations are denied. To the extent that Paragraph 10 refers to EastWest's co-Defendants, EastWest is without sufficient information to fully admit or deny the allegations, and therefore these allegations are denied.
11. To the extent that Paragraph 11 of Plaintiff's Complaint alleges that venue is proper in Orange County Superior Court for this action generally, these allegations are admitted. However, to the extent that Paragraph 11 alleges that Plaintiff has brought a valid action against EastWest, these allegations are denied.

FACTUAL ALLEGATIONS

12. The allegations contained in Paragraph 12 of Plaintiff's Complaint are admitted upon information and belief.
13. To the extent that Paragraph 13 Plaintiff's Complaint alleges that Defendants other than EastWest engage in the management of EastWest's parcel (PIN 9851-50-8662) on EastWest's behalf, these allegations are denied. To the extent that Paragraph 13 alleges that EastWest engages in the management of parcels other than its own, these allegations are also denied. To the extent that Paragraph 13 alleges that Plaintiff is the record owner of the Conservation Easement over EastWest's parcel, these allegations are admitted.
14. The allegations contained in Paragraph 14 Plaintiff's Complaint are admitted upon information and belief.
15. The allegations contained in Paragraph 15 of Plaintiff's Complaint are admitted upon information and belief.

16. The allegations contained in Paragraph 16 of Plaintiff's Complaint are admitted upon information and belief.
17. The allegations contained in Paragraph 17 of Plaintiff's Complaint are admitted.
18. The allegations contained in Paragraph 18 of Plaintiff's Complaint are admitted upon information and belief.
19. The Conservation Easement and property records are written documents that speak for themselves. Any allegations contained in Paragraph 19 of Plaintiff's Complaint that contradict, attempt to contextualize or otherwise interpret the express language of the written documents are denied. Except as expressly admitted herein, these allegations are denied.
20. To the extent that Paragraph 20 of Plaintiff's Complaint refers to EastWest's co-Defendants, EastWest is without sufficient information to fully admit or deny the allegations, and therefore these allegations are denied. To the extent that Paragraph 20 alleges that EastWest has committed or plans to commit violations of the Conservation Easement, these allegations are denied.
21. The Conservation Easement is a written document that speaks for itself. Any allegations contained in Paragraph 21 of Plaintiff's Complaint that contradict, attempt to contextualize or otherwise interpret the express language of the written document are denied. Except as expressly admitted herein, these allegations are denied.
22. The Conservation Easement is a written document that speaks for itself. Any allegations contained in Paragraph 22 of Plaintiff's Complaint that contradict, attempt to contextualize or otherwise interpret the express language of the written document are denied. Except as expressly admitted herein, these allegations are denied.
23. The Conservation Easement is a written document that speaks for itself. Any allegations contained in Paragraph 23 of Plaintiff's Complaint that contradict, attempt to contextualize or otherwise interpret the express language of the written document are denied. Except as expressly admitted herein, these allegations are denied.
24. The Conservation Easement is a written document that speaks for itself. Any allegations contained in Paragraph 24 of Plaintiff's Complaint that contradict, attempt to contextualize or otherwise interpret the express language of the written document are denied. Except as expressly admitted herein, these allegations are denied.

25. The Conservation Easement is a written document that speaks for itself. Any allegations contained in Paragraph 25 of Plaintiff's Complaint that contradict, attempt to contextualize or otherwise interpret the express language of the written document are denied. Except as expressly admitted herein, these allegations are denied.
26. EastWest is without sufficient information to fully admit or deny the allegations contained in Paragraph 26 of Plaintiff's Complaint; therefore, these allegations are denied.
27. To the extent that Paragraph 27 of Plaintiff's Complaint alleges that Plaintiff conducted a site visit on November 23, 2025, EastWest is without sufficient information to fully admit or deny the allegations. To the extent that Paragraph 27 alleges that a new road was constructed on the northwestern portion of the Conservation Property in violation of the Conservation Easement, EastWest denies that any portion of such road is on EastWest's property, that it built such road, or that it otherwise had any control over the construction of such road. Except as expressly admitted herein, these allegations are denied.
28. EastWest is without sufficient information to fully admit or deny the allegations contained in Paragraph 28 of Plaintiff's Complaint, as EastWest was not an addressee or recipient of "Violation Notice 1"; therefore, these allegations are denied.
29. To the extent that Paragraph 29 of Plaintiff's Complaint alleges that EastWest engaged in activities that violate the terms of the Conservation Easement, these allegations are denied. To the extent that Paragraph 29 alleges that EastWest received "Violation Notice 1", these allegations are also denied. Except as expressly admitted herein, these allegations are denied.
30. EastWest is without sufficient information to fully admit or deny the allegations contained in Paragraph 30 of Plaintiff's Complaint; therefore, these allegations are denied.
31. To the extent that Paragraph 31 of Plaintiff's Complaint alleges that Plaintiff conducted a site visit on April 15, 2024, EastWest is without sufficient information to fully admit or deny the allegations. To the extent that Paragraph 31 alleges that a second new road was constructed on the Conservation Property in violation of the Conservation Easement, EastWest denies that any portion of such road is on EastWest's property, that

it built such road, or that it otherwise had any control over the construction of such road. Except as expressly admitted herein, these allegations are denied.

32. EastWest is without sufficient information to fully admit or deny the allegations contained in Paragraph 32 of Plaintiff's Complaint, as EastWest was not an addressee or recipient of "Violation Notice 2"; therefore, these allegations are denied. To the extent that Paragraph 32 alleges that EastWest received "Violation Notice 2", these allegations are also denied. Except as expressly admitted herein, these allegations are denied.
33. As EastWest had not employed counsel through whom notice could be sent as of February 25, 2025, the allegations contained in Paragraph 33 of Plaintiff's Complaint are denied.
34. To the extent that Paragraph 34 of Plaintiff's Complaint alleges that Plaintiff conducted a site visit on March 4, 2025, EastWest is without sufficient information to fully admit or deny the allegations. To the extent that Paragraph 34 alleges that a third new road was constructed on the Conservation Property in violation of the Conservation Easement, EastWest denies that any portion of such road is on EastWest's property, that it built such road, or that it otherwise had any control over the construction of such road. Except as expressly admitted herein, these allegations are denied.
35. EastWest is without sufficient information to fully admit or deny the allegations contained in Paragraph 35 of Plaintiff's Complaint, as EastWest was not an addressee or recipient of "Violation Notice 3"; therefore, these allegations are denied. To the extent that Paragraph 35 alleges that EastWest received "Violation Notice 3", these allegations are also denied. Except as expressly admitted herein, these allegations are denied.
36. As EastWest had not received notice of the alleged violations and had not employed counsel to respond to the alleged violations, the allegations contained in Paragraph 36 of Plaintiff's Complaint are denied.
37. EastWest is without sufficient information to fully admit or deny the allegations contained in Paragraph 37 of Plaintiff's Complaint, as EastWest was not an addressee or recipient of the "Final Notice Letter"; therefore, these allegations are denied. To the extent that Paragraph 37 alleges that EastWest received the "Final Notice Letter", these

allegations are also denied. Except as expressly admitted herein, these allegations are denied.

38. EastWest is without sufficient information to fully admit or deny the allegations contained in Paragraph 38 of Plaintiff's Complaint; therefore, these allegations are denied. To the extent that Paragraph 38 alleges that EastWest received the May 14, 2025, inspection notice, these allegations are denied. As further answer, EastWest had not retained counsel when the May 14, 2025, inspection notice was allegedly provided to all Defendants.
39. To the extent that Paragraph 39 of Plaintiff's Complaint alleges that Plaintiff conducted an inspection of the Conservation Property on May 21, 2025, EastWest is without sufficient information to fully admit or deny the allegations. To the extent that Paragraph 39 alleges that EastWest had any affirmative duty to remedy the alleged violations, these allegations are denied as EastWest did not commit the alleged violations and has no legal right to remedy the alleged violations. Except as expressly admitted herein, these allegations are denied.
40. EastWest is without sufficient information to fully admit or deny the allegations contained in Paragraph 40 of Plaintiff's Complaint; therefore, these allegations are denied. To the extent that Paragraph 40 alleges that EastWest received the July 23, 2025, inspection notice, these allegations are also denied. As further answer, EastWest had not retained counsel when the July 23, 2025, inspection notice was allegedly provided to all Defendants.
41. To the extent that Paragraph 41 of Plaintiff's Complaint alleges that Plaintiff conducted an inspection of the Conservation Property on August 6, 2025, EastWest is without sufficient information to fully admit or deny the allegations. To the extent that Paragraph 41 alleges that EastWest had any affirmative duty to remedy the alleged violations, these allegations are denied as EastWest did not commit the alleged violations and has no legal right to remedy the alleged violations. Except as expressly admitted herein, these allegations are denied.
42. The allegations contained in Paragraph 42 of Plaintiff's Complaint are denied.
43. The Conservation Easement is a written document that speaks for itself. Any allegations contained in Paragraph 43 of Plaintiff's Complaint that contradict, attempt

to contextualize or otherwise interpret the express language of the written document are denied. Except as expressly admitted herein, these allegations are denied.

44. The Conservation Easement is a written document that speaks for itself. Any allegations contained in Paragraph 44 of Plaintiff's Complaint that contradict, attempt to contextualize or otherwise interpret the express language of the written document are denied. Except as expressly admitted herein, these allegations are denied.
45. The Conservation Easement is a written document that speaks for itself. Any allegations contained in Paragraph 45 of Plaintiff's Complaint that contradict, attempt to contextualize or otherwise interpret the express language of the written document are denied. Except as expressly admitted herein, these allegations are denied.
46. The June 13, 2024, letter to the Orange County Planning and Inspections Director is a written document that speaks for itself. Any allegations contained in Paragraph 46 of Plaintiff's Complaint that contradict, attempt to contextualize or otherwise interpret the express language of the written document are denied. As further answer, EastWest was included in the letter for the limited purpose of affirming that its use of Parcel 9851-50-8662 was consistent with Orange County's definition of agritourism and therefore a permissible use of its property. Except as expressly admitted herein, these allegations are denied.
47. The November 12, 2024, determination is a written document that speaks for itself. Any allegations contained in Paragraph 47 of Plaintiff's Complaint that contradict, attempt to contextualize or otherwise interpret the express language of the written document are denied. Except as expressly admitted herein, these allegations are denied.
48. The June 13, 2024, letter to the Orange County Planning and Inspections Director is a written document that speaks for itself. Any allegations contained in Paragraph 48 of Plaintiff's Complaint that contradict, attempt to contextualize or otherwise interpret the express language of the written document are denied.
49. The June 13, 2024, letter to the Orange County Planning and Inspections Director is a written document that speaks for itself. Any allegations contained in Paragraph 49 of Plaintiff's Complaint that contradict, attempt to contextualize or otherwise interpret the express language of the written document are denied.

50. EastWest is without sufficient information to fully admit or deny the allegations contained in Paragraph 50 of Plaintiff's Complaint; therefore, these allegations are denied.
51. EastWest is without sufficient information to fully admit or deny the allegations contained in Paragraph 51 of Plaintiff's Complaint; therefore, these allegations are denied.
52. EastWest is without sufficient information to fully admit or deny the allegations contained in Paragraph 52 of Plaintiff's Complaint; therefore, these allegations are denied.
53. Plaintiff's letter in opposition is a written document that speaks for itself. Any allegations contained in Paragraph 53 of Plaintiff's Complaint that contradict, attempt to contextualize or otherwise interpret the express language of the written document are denied. Except as expressly admitted herein, these allegations are denied.
54. The Site Plan is a written document that speaks for itself. Any allegations contained in Paragraph 54 of Plaintiff's Complaint that contradict, attempt to contextualize or otherwise interpret the express language of the written document are denied. Except as expressly admitted herein, these allegations are denied.
55. The Conservation Easement is a written document that speaks for itself. Any allegations contained in Paragraph 55 of Plaintiff's Complaint that contradict, attempt to contextualize or otherwise interpret the express language of the written document are denied. Except as expressly admitted herein, these allegations are denied.
56. The June 4, 2025, determination is a written document that speaks for itself. Any allegations contained in Paragraph 56 of Plaintiff's Complaint that contradict, attempt to contextualize or otherwise interpret the express language of the written document are denied. Except as expressly admitted herein, these allegations are denied. As further answer,
57. The June 4, 2025, determination is a written document that speaks for itself. Any allegations contained in Paragraph 57 of Plaintiff's Complaint that contradict, attempt to contextualize or otherwise interpret the express language of the written document are denied. Except as expressly admitted herein, these allegations are denied.

58. The June 4, 2025, determination is a written document that speaks for itself. Any allegations contained in Paragraph 58 of Plaintiff's Complaint that contradict, attempt to contextualize or otherwise interpret the express language of the written document are denied. Except as expressly admitted herein, these allegations are denied.
59. The allegations contained in Paragraph 59 of Plaintiff's Complaint are admitted to the extent that an appeal of the Director's Final Determination was filed on July 3, 2025; although EastWest was listed as an appellant on the appeal, counsel for Union Grove Farm mistakenly listed EastWest as an appellant. EastWest did not intend to be included as an appellant, and was not aware that it had been listed as an appellant until EastWest's undersigned counsel discovered the discrepancy. EastWest has since, through its undersigned counsel, corrected the record with the Board of Advisors through the letter to Cy Stober attached hereto as **Exhibit 1**. Except as expressly admitted herein, these allegations are denied.

FIRST CAUSE OF ACTION

60. Paragraph 60 of Plaintiff's Complaint is a reincorporation paragraph to which no answer is required. To the extent that an answer is required, EastWest hereby reincorporates and realleges its responses to Paragraphs 1 through 59 of Plaintiff's Complaint as if set forth verbatim herein.
61. The Conservation Easement is a written document that speaks for itself. Any allegations contained in Paragraph 61 of Plaintiff's Complaint that contradict, attempt to contextualize or otherwise interpret the express language of the written document are denied. EastWest admits that the Conservation Easement is a binding agreement between itself and Plaintiff. Except as expressly admitted herein, the allegations are denied.
62. The Conservation Easement is a written document that speaks for itself. Any allegations contained in Paragraph 62 of Plaintiff's Complaint that contradict, attempt to contextualize or otherwise interpret the express language of the written document are denied. Except as expressly admitted herein, these allegations are denied.
63. To the extent that Paragraph 63 of Plaintiff's Complaint alleges that EastWest engaged in activities that violate the terms of the Conservation Easement, these allegations are

denied. To the extent that Paragraph 63 alleges that EastWest had any affirmative duty to remedy the alleged violations, these allegations are denied as EastWest did not commit the alleged violations and has no legal right to remedy the alleged violations. Except as expressly admitted herein, these allegations are denied.

64. To the extent that Paragraph 64 of Plaintiff's Complaint alleges that EastWest engaged in activities that violate the terms of the Conservation Easement, these allegations are denied. To the extent that Paragraph 64 alleges that EastWest had any affirmative duty to remedy the alleged violations, these allegations are denied as EastWest did not commit the alleged violations and has no legal right to remedy the alleged violations. Except as expressly admitted herein, these allegations are denied.
65. To the extent that Paragraph 65 of Plaintiff's Complaint alleges that EastWest engaged in activities that violate the terms of the Conservation Easement, these allegations are denied. To the extent that Paragraph 65 alleges that EastWest had any affirmative duty to remedy the alleged violations, these allegations are denied as EastWest did not commit the alleged violations and has no legal right to remedy the alleged violations. Except as expressly admitted herein, these allegations are denied.
66. To the extent that Paragraph 66 of Plaintiff's Complaint alleges that EastWest engaged in activities that violate the terms of the Conservation Easement, these allegations are denied. To the extent that Paragraph 66 alleges that EastWest had any affirmative duty to remedy the alleged violations, these allegations are denied as EastWest did not commit the alleged violations and has no legal right to remedy the alleged violations. Except as expressly admitted herein, these allegations are denied.
67. To the extent that Paragraph 67 of Plaintiff's Complaint alleges that EastWest received written notice of the alleged Road 1 violation, these allegations are denied. To the extent that Paragraph 67 alleges that EastWest had any affirmative duty to remedy the alleged violations, these allegations are denied as EastWest did not commit the alleged violations and has no legal right to remedy the alleged violations. Except as expressly admitted herein, these allegations are denied.
68. To the extent that Paragraph 68 of Plaintiff's Complaint alleges that EastWest received written notice of the alleged Road 2 violation, these allegations are denied. To the extent that Paragraph 68 alleges that EastWest had any affirmative duty to remedy the

alleged violations, these allegations are denied as EastWest did not commit the alleged violations and has no legal right to remedy the alleged violations. Except as expressly admitted herein, these allegations are denied.

69. To the extent that Paragraph 69 of Plaintiff's Complaint alleges that EastWest received written notice of the alleged Road 3 violation, these allegations are denied. To the extent that Paragraph 69 alleges that EastWest had any affirmative duty to remedy the alleged violations, these allegations are denied as EastWest did not commit the alleged violations and has no legal right to remedy the alleged violations. Except as expressly admitted herein, these allegations are denied.
70. To the extent that Paragraph 70 of Plaintiff's Complaint alleges that EastWest received the April 21, 2025, notice these allegations are denied. To the extent that Paragraph 70 alleges that EastWest had any affirmative duty to remedy the alleged violations, these allegations are denied as EastWest did not commit the alleged violations and has no legal right to remedy the alleged violations. Except as expressly admitted herein, these allegations are denied.
71. To the extent that Paragraph 71 of Plaintiff's Complaint alleges that EastWest had any affirmative duty to restore Road 1 or Road 2, these allegations are denied. As further answer, EastWest denies that any portion of such roads are on EastWest's property, that it built such roads or that it otherwise had any control over the construction of such roads, or that it has any legal right to remedy the alleged violations. Except as expressly admitted herein, these allegations are denied.
72. To the extent that Paragraph 72 of Plaintiff's Complaint alleges that EastWest had any affirmative duty to restore Road 3, these allegations are denied. As further answer, EastWest denies that any portion of such road is on EastWest's property, that it built such road or that it otherwise had any control over the construction of such road, or that it has any legal right to remedy the alleged violations. Except as expressly admitted herein, these allegations are denied.
73. EastWest is without sufficient information to admit or deny the allegations contained in Paragraph 73 of Plaintiff's Complaint. Therefore, the allegations are denied.
74. To the extent that Paragraph 74 of Plaintiff's Complaint alleges that EastWest had any duty to restore Road 1, Road 2, and Road 3, these allegations are denied. As further

answer, EastWest denies that any portion of such roads are on EastWest's property, that it built such roads or that it otherwise had any control over the construction of such roads, or that it has any legal right to remedy the alleged violations. Except as expressly admitted herein, these allegations are denied.

75. Paragraph 75 of Plaintiff's Complaint is a request for relief to which no answer is required; to the extent that an answer is required, the allegations contained in Paragraph 75 are denied.

SECOND CLAIM FOR RELIEF

76. Paragraph 76 of Plaintiff's Complaint is a reincorporation paragraph to which no answer is required. To the extent that an answer is required, EastWest hereby reincorporates and realleges its responses to Paragraphs 1 through 75 of Plaintiffs' Complaint as if set forth verbatim herein.
77. The Conservation Easement is a written document that speaks for itself. Any allegations contained in Paragraph 77 of Plaintiff's Complaint that contradict, attempt to contextualize or otherwise interpret the express language of the written document are denied. Except as expressly admitted herein, these allegations are denied.
78. Paragraph 78 is a conclusion of law to which no answer is required; to the extent that an answer is required, the allegations contained therein are denied. Except as expressly admitted herein, these allegations are denied.
79. To the extent that Paragraph 79 of Plaintiff's Complaint alleges that EastWest received notice of the alleged violations, these allegations are denied. To the extent that Paragraph 79 alleges that EastWest had any duty to restore Road 1, Road 2, and Road 3, these allegations are denied. As further answer, EastWest denies that any portion of such roads are on EastWest's property, that it built such roads or that it otherwise had any control over the construction of such roads, or that it has any legal right to remedy the alleged violations. Except as expressly admitted herein, these allegations are denied.
80. The allegations contained in Paragraph 80 of Plaintiff's Complaint are denied.

THIRD CLAIM FOR RELIEF

81. Paragraph 81 of Plaintiff's Complaint is a reincorporation paragraph to which no answer is required. To the extent that an answer is required, EastWest hereby reincorporates and realleges its responses to Paragraphs 1 through 80 of Plaintiffs' Complaint as if set forth verbatim herein.
82. The Conservation Easement is a written document that speaks for itself. Any allegations contained in Paragraph 82 of Plaintiff's Complaint that contradict, attempt to contextualize or otherwise interpret the express language of the written document are denied. Except as expressly admitted herein, these allegations are denied.
83. The Conservation Easement is a written document that speaks for itself. Any allegations contained in Paragraph 83 of Plaintiff's Complaint that contradict, attempt to contextualize or otherwise interpret the express language of the written document are denied. Except as expressly admitted herein, these allegations are denied.
84. The Conservation Easement is a written document that speaks for itself. Any allegations contained in Paragraph 84 of Plaintiff's Complaint that contradict, attempt to contextualize or otherwise interpret the express language of the written document are denied. Except as expressly admitted herein, these allegations are denied.
85. The Conservation Easement is a written document that speaks for itself. Any allegations contained in Paragraph 85 of Plaintiff's Complaint that contradict, attempt to contextualize or otherwise interpret the express language of the written document are denied. Except as expressly admitted herein, these allegations are denied.
86. To the extent that Paragraph 86 of Plaintiff's Complaint alleges that EastWest participated in the planning of the Proposed Amphitheater, these allegations are denied. The remainder of Paragraph 86 is a conclusion of law to which no answer is required; to the extent that an answer is required, the allegations contained therein are denied. Except as expressly admitted herein, these allegations are denied.
87. To the extent that Paragraph 87 of Plaintiff's Complaint alleges that EastWest participated in the planning of the Proposed Amphitheater, these allegations are denied. The remainder of Paragraph 87 is a conclusion of law to which no answer is required; to the extent that an answer is required, the allegations contained therein are denied. Except as expressly admitted herein, these allegations are denied.

88. To the extent that Paragraph 88 of Plaintiff's Complaint alleges that EastWest indicated an intent to ignore the terms of the Conservation Easement, these allegations are denied. To the extent that Paragraph 88 alleges that EastWest has indicated an intent to further develop the Proposed Amphitheater, these allegations are also denied. As further answer, EastWest has removed itself from any pending appeal related to the Proposed Amphitheater on which it was mistakenly included, and does not own nor has any authority over the use of the parcel on which the proposed amphitheater would be located. Except as expressly admitted herein, these allegations are denied.
89. To the extent that Paragraph 89 of Plaintiff's Complaint alleges that EastWest has threatened to undertake any action that would cause significant and irreparable damage to the Conservation Property, these allegations are denied. Except as expressly admitted herein, these allegations are denied.
90. Paragraph 90 of Plaintiff's Complaint is a request for relief to which no answer is required; to the extent that an answer is required, the allegations contained therein are denied.

FOURTH CLAIM FOR RELIEF

91. Paragraph 91 of Plaintiff's Complaint is a reincorporation paragraph to which no answer is required. To the extent that an answer is required, EastWest hereby reincorporates and realleges its responses to Paragraphs 1 through 90 of Plaintiffs' Complaint as if set forth verbatim herein.
92. The Conservation Easement is a written document that speaks for itself. Any allegations contained in Paragraph 92 of Plaintiff's Complaint that contradict, attempt to contextualize or otherwise interpret the express language of the written document are denied. Except as expressly admitted herein, these allegations are denied.
93. The Conservation Easement is a written document that speaks for itself. Any allegations contained in Paragraph 93 of Plaintiff's Complaint that contradict, attempt to contextualize or otherwise interpret the express language of the written document are denied. Except as expressly admitted herein, these allegations are denied.
94. The Conservation Easement is a written document that speaks for itself. Any allegations contained in Paragraph 94 of Plaintiff's Complaint that contradict, attempt

- to contextualize or otherwise interpret the express language of the written document are denied. Except as expressly admitted herein, these allegations are denied.
95. The Conservation Easement is a written document that speaks for itself. Any allegations contained in Paragraph 95 of Plaintiff's Complaint that contradict, attempt to contextualize or otherwise interpret the express language of the written document are denied. Except as expressly admitted herein, these allegations are denied.
 96. The Conservation Easement is a written document that speaks for itself. Any allegations contained in Paragraph 96 of Plaintiff's Complaint that contradict, attempt to contextualize or otherwise interpret the express language of the written document are denied. Except as expressly admitted herein, these allegations are denied.
 97. Paragraph 97 of Plaintiff's Complaint is a conclusion of law to which no answer is required; to the extent that an answer is required, the allegations contained therein are denied. Except as expressly admitted herein, these allegations are denied.
 98. To the extent that Paragraph 98 of Plaintiff's Complaint alleges that EastWest has attempted to characterize the Proposed Amphitheater in any way, these allegations are denied. Except as expressly admitted herein, these allegations are denied.
 99. Section 160D-903 of the North Carolina General Statutes is a law that speaks for itself. Any allegations contained in Paragraph 99 of Plaintiff's Complaint that contradict, attempt to contextualize or otherwise interpret the express language of the law are denied.
 100. The Director's Final Determination is a written document that speaks for itself. Any allegations contained in Paragraph 100 of Plaintiff's Complaint that contradict, attempt to contextualize or otherwise interpret the express language of the written document are denied. Except as expressly admitted herein, these allegations are denied.
 101. The Director's Final Determination is a written document that speaks for itself. Any allegations contained in Paragraph 101 of Plaintiff's Complaint that contradict, attempt to contextualize or otherwise interpret the express language of the written document are denied. Except as expressly admitted herein, these allegations are denied.
 102. To the extent that Paragraph 102 of Plaintiff's Complaint alleges that EastWest indicated an intent to ignore the terms of the Conservation Easement, these allegations are denied. To the extent that Paragraph 102 alleges that EastWest indicated an intent

to further develop the Proposed Amphitheater, these allegations are also denied. As further answer, EastWest has removed itself from any pending appeal related to the Proposed Amphitheater on which it was mistakenly included, and does not own nor has any authority over the use of the parcel on which the Proposed Amphitheater would be located. Except as expressly admitted herein, these allegations are denied.

103. To the extent that Paragraph 103 of Plaintiff's Complaint alleges that EastWest has threatened to undertake any action that would cause significant and irreparable damage to the Conservation Easement these allegations are denied. Except as expressly admitted herein, these allegations are denied.
104. Paragraph 104 of Plaintiff's Complaint is a request for relief to which no answer is required; to the extent that an answer is required, the allegations contained therein are denied.

FIFTH CLAIM FOR RELIEF

105. Paragraph 105 of Plaintiff's Complaint is a reincorporation paragraph to which no answer is required. To the extent that an answer is required, EastWest hereby reincorporates and realleges its responses to Paragraphs 1 through 104 of Plaintiffs' Complaint as if set forth verbatim herein.
106. The Conservation Easement is a written document that speaks for itself. Any allegations contained in Paragraph 106 of Plaintiff's Complaint that contradict, attempt to contextualize or otherwise interpret the express language of the written document are denied. Except as expressly admitted herein, these allegations are denied.
107. The Conservation Easement is a written document that speaks for itself. Any allegations contained in Paragraph 107 of Plaintiff's Complaint that contradict, attempt to contextualize or otherwise interpret the express language of the written document are denied. Except as expressly admitted herein, these allegations are denied.
108. To the extent that Paragraph 108 of Plaintiff's Complaint alleges that EastWest has threatened to undertake any action that would cause irreparable damage to the Conservation Easement these allegations are denied. As further answer, EastWest has removed itself from any pending appeal related to the Proposed Amphitheater on which it was mistakenly included, and does not own nor has any authority over the use of the

parcel on which the Proposed Amphitheater would be located. Except as expressly admitted herein, these allegations are denied.

109. To the extent that Paragraph 109 of Plaintiff's Complaint alleges that Plaintiff is in need of any remedy to enforce its rights against EastWest or to prevent EastWest from attempting to develop the Proposed Amphitheater, these allegations are denied. As further answer, EastWest has removed itself from any pending appeal related to the Proposed Amphitheater on which it was mistakenly included, and does not own nor has any authority over the use of the parcel on which the Proposed Amphitheater would be located. Except as expressly admitted herein, these allegations are denied.
110. Paragraph 110 of Plaintiff's Complaint is a request for relief to which no answer is required; to the extent that an answer is required, the allegations contained therein are denied.
111. Paragraph 111 of Plaintiff's Complaint is a request for relief to which no answer is required; to the extent that an answer is required, the allegations contained therein are denied.

Any allegations contained in Plaintiff's Complaint not expressly admitted herein, including all allegations contained in Plaintiff's Prayer for Relief and all subparts, are denied.

EASTWEST'S AFFIRMATIVE AND OTHER DEFENSES

NOW COMES Defendant EastWest Organics, LLC (hereinafter, "EastWest"), having answered the allegations contained in Plaintiff's Complaint, and hereby sets forth its affirmative defenses to Plaintiff's allegations and claims as follows:

FIRST DEFENSE

Plaintiff's claims are barred in whole or in part by the doctrines of estoppel, waiver, unclean hands, ratification, acquiescence, consent, and/or in pari delicto by its own conduct, including but not limited to, failure to enforce the terms of the Conservation Easement when violations occurred prior to EastWest's ownership of the Conservation Property. Specifically, EastWest has been prejudiced by Plaintiff's selective enforcement and failure to enforce the purported terms of the Conservation Easement. Further, Plaintiff has unreasonably delayed in asserting the claims in the Complaint, thereby precluding their right to recover an award of injunctive or other relief against EastWest.

SECOND DEFENSE

Plaintiff's claims for injunctive relief fail, in whole or in part, due to Plaintiff's failure to allege that any purported violation of the Conservation Easement by EastWest will cause it immediate and irreparable harm.

THIRD DEFENSE

Plaintiff's claims are barred, in whole or in part, by the applicable terms set forth in the Conservation Easement. Specifically, Plaintiff failed to provide notice to EastWest as required under Paragraph 7 of the Conservation Easement. Although Plaintiff asserts that notice was sufficient as written notice was sent to Mr. Greg Bohlen, Mr. Bohlen is not an owner, manager, or member of EastWest, and EastWest did not receive any written notice from Plaintiff.

FOURTH DEFENSE

EastWest hereby gives notice that it intends to rely upon any other defense that may become available to it or otherwise appear during the proceedings in this case and hereby reserves its right to amend its Answer and Affirmative and Other Defenses to assert any such defense.

EASTWEST'S COUNTERCLAIM

NOW COMES Defendant EastWest Organics, LLC (hereinafter "EastWest"), by and through its undersigned counsel, complaining of Plaintiff and alleging as follows:

PARTIES, JURISDICTION, and VENUE

1. EastWest is a North Carolina Limited Liability Company with its principal office located in Chapel Hill, North Carolina. EastWest is operated for the purpose of conducting farm business. EastWest's 2025 Limited Liability Company Annual Report is attached hereto as **Exhibit 2**. EastWest's sole member is Pobeda Holdings, LLC, a North Carolina Limited Liability Company, and EastWest is managed by its managers, Svetlana Fisher and Jeffrey A. Fisher. The EastWest Organics LLC Eighth Amendment to Operating Agreement and the Pobeda Holdings LLC New Member Resolution are attached hereto as **Exhibit 3**.
2. Upon information and belief, Plaintiff is a North Carolina nonprofit corporation that does business in Orange County, North Carolina.

3. This Court has personal jurisdiction over Plaintiff pursuant to N.C. Gen. Stat. § 1-75.4(1) as Plaintiff is a domestic nonprofit corporation engaged in substantial activity within North Carolina.
4. This Court has subject matter jurisdiction over this action pursuant to N.C. Gen. Stat. § 7A-240.
5. Venue is proper in Orange County, North Carolina, pursuant to N.C. Gen. Stat. §§ 1-76 and 1-82.

FACTUAL BACKGROUND

6. The allegations contained in Paragraphs 1 through 5 of EastWest's Counterclaim are reincorporated herein as if fully restated.
7. EastWest owns an undivided fifty-percent (50%) tenancy-in-common interest with its co-Defendant, Harper Grace, LLC, in the real property located in Orange County, North Carolina, specifically identified by the Parcel Identification Number: 9851-50-8662.
8. EastWest's property is encumbered by a Grant of Conservation Easement and Development Rights dated December 28, 1995 (the "Conservation Easement"). Plaintiff is identified as the Grantee of the Conservation Easement. A copy of the Conservation Easement is attached hereto as **Exhibit 4**.
9. Mr. Robert P. Nutter and Mrs. Aubrey C. Nutter owned the property now-owned by EastWest, along with the surrounding parcels now-owned by EastWest's co-Defendants, when Mr. and Mrs. Nutter granted to Plaintiff the Conservation Easement. Mr. and Mrs. Nutter, collectively, are identified as the original Grantor of the Conservation Easement.
10. Mr. Nutter used the property now-owned by EastWest, in conjunction with the surrounding parcels now-owned by EastWest's co-Defendants, to operate Maple View Farm and Milk Company.
11. In 2009, while Mr. Nutter owned the property now-owned by EastWest, Mr. Nutter constructed an approximately 6500-square-foot building in the center of the property, as well as a gravel road and parking lot to service the building. This building was known as the Maple View Farm Agricultural Center.
12. The Conservation Easement restricts the construction of buildings or other structures outside of the designated Farm Operations Envelope, (hereinafter, the "Farm Envelope") which is defined in Exhibit B of the Conservation Easement.

13. Paragraph 2(d) of the Conservation Easement provide that a “single-family residential dwelling, together with reasonable appurtenances such as garages, swimming pools and sheds” may be built on the Conservation Property. The potential location for such single-family residential dwelling is shown on Exhibit B of the Conservation Easement as “SR-1.”
14. No part of the Farm Envelope is located on the property now-owned by EastWest and whereon Mr. Nutter built the Maple View Farm Agricultural Center.
15. The Maple View Farm Agricultural Center was built by Mr. Nutter outside of the Farm Envelope.
16. The Maple View Agricultural Center was not built as a single-family residential dwelling, and was not built in the potential location for a single-family residential dwelling as shown on Exhibit B of the Conservation Easement as “SR-1.”
17. The Maple View Farm Agricultural Center was used by Mr. Nutter to host events related to farm business and agricultural education, as well as events such as birthday parties. Mr. Nutter’s use of the Maple View Farm Agricultural Center is evidence by news articles such as the one appearing on the Indy Week website on July 7, 2010, and the blog post appearing on the Weaver Street Market website on April 1, 2014. These articles are attached hereto as **Exhibit 5**.
18. Mr. Nutter applied for and was able to obtain permits for the construction of the Maple View Farm Agricultural Center. The project is shown as “Complete” on the Orange County Permitting Information Portal, as shown on **Exhibit 6** attached hereto.
19. Further, upon information and belief, Mr. Nutter applied for and was able to obtain a Special Use Permit for his operation of the Maple View Farm Agricultural Center.
20. Upon information and belief, Plaintiff made no effort to prevent the construction of the Maple View Farm Agricultural Center outside of the Farm Envelope, or to control or restrict Mr. Nutter’s operation of the Maple View Farm Agricultural Center.
21. Upon information and belief, Plaintiff had actual knowledge of the Maple View Farm Agricultural Center during its construction and operation.
22. EastWest acquired its property on or about December 28, 2023, in a deed executed between Betsy Ann Nutter Parker and D. Michael Parker and EastWest, and recorded in Book 6835 at Pages 1805-1808 at the Orange County Registry.

23. Upon information and belief, Betsy Ann Nutter Parker acquired the property from Nutter Farms, LLC, on or about December 28, 2023, immediately prior to the sale of the property to EastWest.
24. When EastWest acquired its property, the building formerly known as the Maple View Farm Agricultural Center was still in place on the property and in use.
25. EastWest uses its property to operate Honeysuckle at Union Grove, a satellite location of its Honeysuckle Tea House located nearby within Orange County, North Carolina. EastWest uses the property, including the building formerly known as the Maple View Farm Agricultural Center, to conduct farm business related to the operation of Honeysuckle Tea House, as well as to host events related to farm business and agricultural education.
26. EastWest has not expanded the square footage of the building.
27. EastWest's current use of the building and property is consistent with the use of the building and property for the eleven (11) years that it was operated by the Nutters.
28. EastWest has not built a single-family residential dwelling on its property.
29. In 2010, while Mr. Nutter owned the property now-owned by EastWest, Mr. Nutter also constructed and operated a solar energy installation (hereinafter the "Solar Array") on the property.
30. No part of the Farm Envelope is located on the property now-owned by EastWest and whereon Mr. Nutter built the Solar Array.
31. The Solar Array was built by Mr. Nutter outside of the Farm Envelope.
32. Mr. Nutter applied for and was able to obtain permits for the construction of the Solar Array and passed an Electrical Final Inspection on August 31, 2010. The project is shown as "Complete" on the Orange County Permitting Information Portal, as shown on **Exhibit 7** attached hereto.
33. Upon information and belief, Plaintiff made no effort to prevent the construction of the Solar Array outside of the Farm Envelope, or to control or restrict Mr. Nutter's operation of the Solar Array.
34. Upon information and belief, Plaintiff had actual knowledge of the Solar Array during its construction and operation.
35. The Solar Array was removed in or around 2025. Upon information and belief, the Solar Array was removed by or at the direction of Duke Energy.

36. EastWest uses its property for farm business and desires to evaluate and potentially pursue renewable energy improvements, including solar energy, to support agricultural operations, sustainability goals, and long-term stewardship of its property.
37. Plaintiff has conducted routine monitoring inspections of the Conservation Property since the Conservation Easement was executed in 1995, in accordance with its stewardship obligations.
38. For more than a decade prior to EastWest's acquisition of its property, Plaintiff's interpretation and enforcement of the Conservation Easement permitted the construction and operation of non-residential agricultural structures, parking areas, and renewable energy installations outside the Farm Envelope.
39. Plaintiff has initiated this enforcement action against EastWest and has asserted broad interpretations of the Conservation Easement as it relates to the construction of buildings or other structures outside the Farm Envelope.
40. Plaintiff's allegations and requests for relief have created uncertainty and ambiguity relating to the enforcement of the Conservation Easement and EastWest's rights under the Conservation Easement.
41. Plaintiff's current enforcement posture, combined with its prior allowance of the building formerly known as the Maple View Farm Agricultural Center and the Solar Array during the Nutters' ownership, creates ambiguity and a present, actual controversy concerning EastWest's rights and obligations under the Conservation Easement.
42. EastWest now seeks a declaration as to its own rights and obligations under the Conservation Easement, and does not seek to adjudicate or impair the rights of its co-tenant, Harper Grace, LLC.

FIRST COUNTERCLAIM: DECLARATORY JUDGMENT

(The building located on EastWest's property is not a violation of the Conservation Easement.)

43. The allegations contained in Paragraphs 1 through 42 of EastWest's Counterclaim are reincorporated herein as if fully restated.
44. The Conservation Easement is a binding agreement between Plaintiff and EastWest.

45. The Conservation Easement restricts the construction of buildings or other structures outside of the designated Farm Envelope which is defined in Exhibit B of the Conservation Easement.
46. Paragraph 2(d) of the Conservation Easement provides that a “single-family residential dwelling, together with reasonable appurtenances such as garages, swimming pools and sheds” may be built. The potential location for such single-family residential dwelling on the property now-owned by EastWest is shown on Exhibit B of the Conservation Easement as “SR-1.”
47. No part of the Farm Envelope is located on the property now-owned by EastWest and whereon Mr. Nutter built the Maple View Farm Agricultural Center.
48. The Maple View Farm Agricultural Center was built by Mr. Nutter outside of the Farm Envelope.
49. The Maple View Agricultural Center was not built as a single-family residential dwelling, and was not built in the potential location for a single-family residential dwelling as shown on Exhibit B of the Conservation Easement as “SR-1.”
50. There is no single-family dwelling on the property owned by EastWest.
51. Upon information and belief, Plaintiff made no effort to prevent the construction of the Maple View Farm Agricultural Center, or to control or restrict Mr. Nutter’s use of the Maple View Farm Agricultural Center.
52. EastWest did not build the building on its property, but uses the building to operate Honeysuckle at Union Grove. EastWest has an interest in the continued use of the building for its farm business operations. Further, EastWest has an interest in the nature and character of its own property.
53. Plaintiff has already taken legal action against EastWest for enforcement of the Conservation Easement, and has asserted broad interpretations of the Conservation Easement as it relates to the construction of buildings or other structures outside the Farm Envelope.
54. Plaintiff’s allegations and requests for relief create uncertainty as to whether Plaintiff now considers the building formerly known as the Maple View Farm Agricultural Center to be a violation of the Conservation Easement.

55. There is a legitimate, imminent concern that Plaintiff will take further legal action against EastWest related to the Conservation Easement, and specifically relating to the building formerly known as the Maple View Farm Agricultural Center.
56. Under N.C. Gen. Stat. § 1-253, this Court has the power to declare rights, status, and other legal relations between parties.
57. As the current owner of the property, EastWest is in need of a clarity in its rights to continue to use and operate the property consistent with the Nutters' previous use, which was permitted by Plaintiff.
58. EastWest is further in need of a declaration that the building located on its property is not a violation of the Conservation Easement, as Plaintiff was fully aware of its construction, allowed its construction, took no action to prevent its construction, and took no action to control or restrict Mr. Nutter's operation of the building.
59. Accordingly, EastWest respectfully requests that this Court enter a declaratory judgment that EastWest's current use of its property, including its use of the building, is within EastWest's rights under the Conservation Easement.
60. Further, EastWest respectfully requests that this Court enter a declaratory judgment that the building located on its property is not a violation of the Conservation Easement.

SECOND CLAIM FOR RELIEF: DECLARATORY JUDGMENT

(EastWest is entitled to construct a single-family residential dwelling on its property.)

61. The allegations contained in Paragraphs 1 through 60 of EastWest's Counterclaim are reincorporated herein as if fully restated.
62. The Conservation Easement is a binding agreement between Plaintiff and EastWest.
63. The Conservation Easement restricts the construction of buildings or other structures outside of the designated Farm Envelope which is defined in Exhibit B of the Conservation Easement.
64. Paragraph 2(d) of the Conservation Easement provides that a "single-family residential dwelling, together with reasonable appurtenances such as garages, swimming pools and sheds" may be built. The potential location for such single-family residential dwelling on the property now-owned by EastWest is shown on Exhibit B of the Conservation Easement as "SR-1."

65. There is no single-family dwelling on the property now-owned by EastWest.
66. There is no building or other structure built in the potential location for a single-family residential dwelling as shown on Exhibit B of the Conservation Easement as “SR-1.”
67. Upon information and belief, Plaintiff made no effort to prevent the construction of the Maple View Farm Agricultural Center by Mr. Nutter on the property now-owned by EastWest, although the building is not a single-family residential dwelling nor located in the potential location for a single-family residential dwelling as shown on Exhibit B of the Conservation Easement as “SR-1.”
68. Plaintiff has already taken legal action against EastWest for enforcement of the Conservation Easement, and has asserted broad interpretations of the Conservation Easement as it relates to the construction of buildings or other structures outside the Farm Envelope. Plaintiff’s allegations and requests for relief create uncertainty as to whether Plaintiff would attempt to prevent EastWest from constructing a single-family residential dwelling on its property.
69. As the current owner of the property, EastWest is in need of clarity in its limited retained rights under the Conservation Easement, including its right to build one single-family residential dwelling on its property.
70. EastWest desires to evaluate and potentially construct one single-family residential dwelling on its property, consistent with the Conservation Easement’s purposes.
71. Accordingly, EastWest respectfully requests that this Court enter a declaratory judgment that EastWest is entitled to construct one single-family residential dwelling on its property, in the location shown on Exhibit B of the Conservation Easement as “SR-1,” as no single-family residential dwelling has yet been built on its property.

THIRD CLAIM FOR RELIEF: DECLARATORY JUDGMENT

(The installation of solar arrays and other renewable energy equipment on EastWest’s property is not a violation of the Conservation Easement.)


72. The allegations contained in Paragraphs 1 through 71 of EastWest’s Counterclaim are reincorporated herein as if fully restated.
73. The Conservation Easement is a binding agreement between Plaintiff and EastWest.

74. The Conservation Easement restricts the construction of buildings or other structures outside of the designated Farm Envelope which is defined in Exhibit B of the Conservation Easement.
75. During the prior ownership of EastWest's parcel by the Nutters, Mr. Nutter constructed and operated a solar energy installation (hereinafter the "Solar Array") on the property.
76. No part of the Farm Envelope is located on the property now-owned by EastWest and whereon Mr. Nutter built the Solar Array.
77. The Solar Array was built by Mr. Nutter outside of the Farm Envelope.
78. Upon information and belief, Plaintiff had actual knowledge of the Solar Array during its construction and operation.
79. Upon information and belief, Plaintiff made no effort to prevent the construction of the Solar Array, or to control or restrict Mr. Nutter's operation of the Solar Array.
80. EastWest did not build nor remove the Solar Array; however EastWest uses its property for farm-related operations and agricultural purposes and desires to evaluate and potentially construct and operate renewable energy improvements, including solar energy.
81. As Plaintiff permitted the Nutters to construct and operate the Solar Array outside of the Farm Envelope, there is uncertainty as to whether the Conservation Easement allows for the construction and operation of renewable energy improvements on the Conservation Property outside of the Farm Envelope.
82. Under N.C. Gen. Stat. § 1-253, this Court has the power to declare rights, status, and other legal relations between parties.
83. EastWest is in need of a declaration of its rights to use and operate the property consistent with the Nutters' previous use, which was permitted by Plaintiff, in order to resolve the ambiguity concerning EastWest's rights.
84. Accordingly, EastWest respectfully requests that this Court enter a declaratory judgment that the Conservation Easement allows EastWest to construct and operate renewable energy improvements, including solar arrays, on its property consistent with the Conservation Easement's purposes.

WHEREFORE EastWest respectfully prays the Court as follows:

1. That this Court accept this verified Answer and Counterclaim as an affidavit upon which the Court may base all the Orders in this case;
2. That this Court enter a declaratory judgment that EastWest's current use of its property, including its use of the building formerly known as the Maple View Farm Agricultural Center, is within EastWest's rights under the Conservation Easement;
3. That this Court enter a declaratory judgment that the building formerly known as the Maple View Farm Agricultural Center is not a violation of the Conservation Easement;
4. That this Court enter a declaratory judgment that EastWest is entitled to construct a single-family residential dwelling on its property, in the location shown on Exhibit B of the Conservation Easement as "SR-1;"
5. That this Court enter a declaratory judgment that EastWest is entitled to construct and operate renewable energy improvements, including solar arrays, on its property consistent with the Conservation Easement's purposes;
6. That this Court deny Plaintiff's claims for injunctive relief as against EastWest;
7. That any judgment granted in this case not order EastWest to undertake any action or otherwise include EastWest in the judgment, as EastWest has not violated, threatened to violate, or otherwise acted in any way contrary to the Conservation Easement;
8. That this court deny Plaintiff's claims for relief such that the claims are inconsistent with Defendant's claims for relief;
9. That this Court award to Defendant costs and attorneys' fees as allowed by law; and
10. For such other and further relief as the Court may deem just and proper.

This is the 8th day of January, 2026.



Anna Farmer, Esq.
Attorney for Defendant EastWest Organics, LLC
Bar Number: 62353
118 E. Main Street, Rm. 206
Carrboro, NC 27510
Telephone: (919) 932-0821

VERIFICATION

I, Svetlana Andreianova Fisher, being first duly sworn, do depose and say that I am an agent of EastWest Organics, LLC, a Defendant in the above-titled action; that I have read the foregoing Answer and Counterclaims and know the contents thereof; that the same is true of my own knowledge, except those matters and things stated upon information and belief, and to those I believe them to be true.

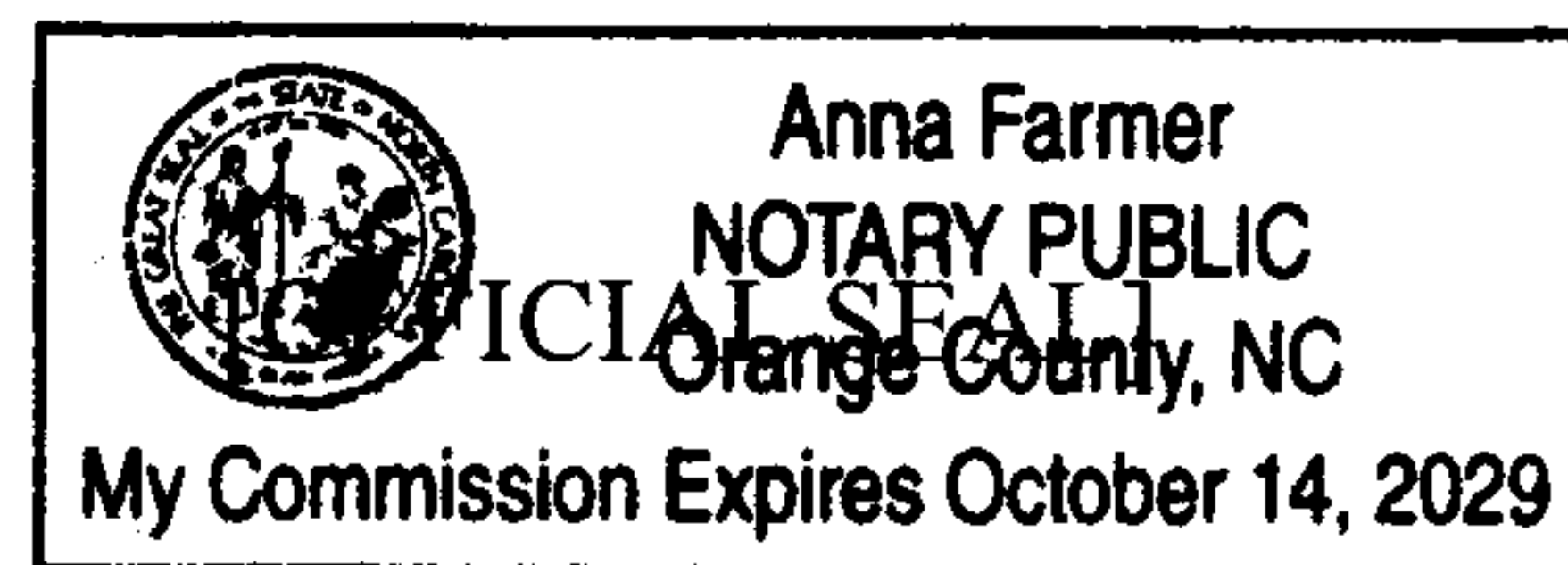
ASF
Svetlana Andreianova Fisher
on behalf of EastWest Organics, LLC.

STATE OF NORTH CAROLINA
COUNTY OF ORANGE

Sworn to and subscribed before me by SVETLANA ANDRIANOVA FISHER on behalf of EastWest Organics, LLC, on this the 8th day of January, 2026.

Anna Farmer
Notary Public

ANNA FARMER
Notary Public's Printed Name



My commission expires: OCT. 14, 2029

EXHIBIT 1

DOGWOOD LEGAL

Anna Farmer, Associate Attorney
118 East Main Street, Room 206
Carrboro, NC 27510

(919) 932-0821
farmer@dogwoodlegalnc.com
dogwoodlegalnc.com

September 4, 2025

TO: Cy Stober, Orange County Planning and Inspections Director
via email to cstober@orangecountync.gov
RE: Amendment of July 2, 2025 Appeal of Interpretation

Dear Mr. Stober,

I am writing on behalf of my client, EastWest Organics, LLC, regarding the July 2, 2025, Appeal of Interpretation filed by Robert Hornik. EastWest Organics, LLC, was inadvertently listed as an appellant on that appeal, and respectfully requests that its name be removed from the list of appellants, or otherwise be permitted to withdraw the appeal made on its behalf.

Thank you again for your attention to this matter; please do not hesitate to contact me if you have any questions regarding EastWest Organics, LLC's involvement in this process.

Best,


Anna Farmer, Esq.

EXHIBIT 2



LIMITED LIABILITY COMPANY ANNUAL REPORT

NAME OF LIMITED LIABILITY COMPANY: EastWest Organics, LLC

SECRETARY OF STATE ID NUMBER: 2407264 STATE OF FORMATION: NC

REPORT FOR THE CALENDAR YEAR: 2025

Filing Office Use Only
E - Filed Annual Report
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CA202505502817
2/25/2025 12:31
<input type="checkbox"/> Changes

SECTION A: REGISTERED AGENT'S INFORMATION

1. NAME OF REGISTERED AGENT: Jeffrey Fisher

2. SIGNATURE OF THE NEW REGISTERED AGENT: _____

SIGNATURE CONSTITUTES CONSENT TO THE APPOINTMENT

3. REGISTERED AGENT OFFICE STREET ADDRESS & COUNTY 4. REGISTERED AGENT OFFICE MAILING ADDRESS

5014 Hollow Rock Road

5014 Hollow Rock Road

Durham, NC 27707 Orange County

Durham, NC 27707

SECTION B: PRINCIPAL OFFICE INFORMATION

1. DESCRIPTION OF NATURE OF BUSINESS: Farm and Events

2. PRINCIPAL OFFICE PHONE NUMBER: (919) 632-0161

3. PRINCIPAL OFFICE EMAIL: Privacy Redaction

4. PRINCIPAL OFFICE STREET ADDRESS

5. PRINCIPAL OFFICE MAILING ADDRESS

8871 Pickards Meadow Road

5014 Hollow Rock Road

Chapel Hill, NC 27516

Durham, NC 27707

6. Select one of the following if applicable. (Optional see instructions)

The company is a veteran-owned small business

The company is a service-disabled veteran-owned small business

SECTION C: COMPANY OFFICIALS (Enter additional company officials in Section E.)

NAME: Jeffrey A. Fisher

NAME: _____

NAME: _____

TITLE: Manager

TITLE: _____

TITLE: _____

ADDRESS: _____

ADDRESS: _____

ADDRESS: _____

5014 Hollow Rock Rd

Durham, NC 27707-9553

SECTION D: CERTIFICATION OF ANNUAL REPORT. Section D must be completed in its entirety by a person/business entity.

Jeffrey A. Fisher

2/25/2025

SIGNATURE

DATE

Form must be signed by a Company Official listed under Section C of This form.

Jeffrey A. Fisher

Manager

Print or Type Name of Company Official

Print or Type Title of Company Official

This Annual Report has been filed electronically.

MAIL TO: Secretary of State, Business Registration Division, Post Office Box 29525, Raleigh, NC 27626-0525

EXHIBIT 3

EASTWEST ORGANICS LLC

EIGHTH AMENDMENT TO OPERATING AGREEMENT

THIS EIGHTH AMENDMENT TO OPERATING AGREEMENT (this “Amendment”) is made effective as of January 19, 2022 (the “Effective Date”) by and among POBEDA HOLDINGS, LLC, a North Carolina limited liability company (“Pobeda”), JEFFREY A. FISHER (“Fisher”), and EASTWEST ORGANICS LLC, a Delaware limited liability company (the “Company”).

WHEREAS, an amended and restated operating agreement for the Company was executed effective as of January 18, 2022 (the “Agreement”) following a seventh amendment to the Company’s original operating agreement;

WHEREAS, Pobeda is the sole member of the Company;

WHEREAS, under the Agreement, Pobeda as the sole member appointed Fisher as the manager of the Company; and

WHEREAS, for the purpose of clarifying that the provisions of the North Carolina Limited Liability Act govern the management the Company, Pobeda, Fisher, and the Company desire to enter into this Amendment.

NOW, THEREFORE, Pobeda, Fisher, and the Company agree as follows:

1. Notwithstanding anything to the contrary in Section 6 of the Agreement or otherwise, the Company affirms that the management of the Company is governed as of the Effective Date by N.C. Gen. Stat. 57D-3-20. Accordingly, the Company is and shall be managed by its managers. Fisher is affirmed as and has assumed the role of sole Manager as of the Effective Date until removed according to the terms of the Agreement.

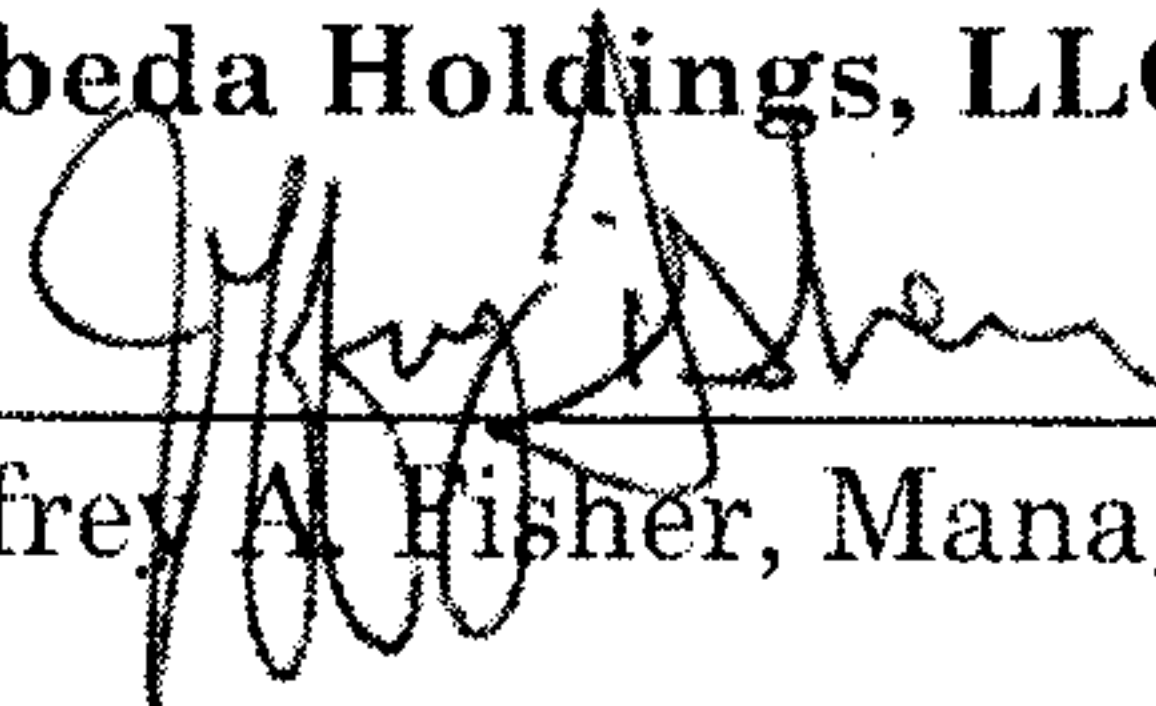
2. All capitalized terms used herein but not otherwise defined shall have the same meanings as set forth in the Agreement.

3. Any provisions of the Agreement not modified, changed, altered, or otherwise amended by this Agreement shall remain in full force and effect. In the event of a conflict between the Agreement and this Amendment, this Amendment shall control.

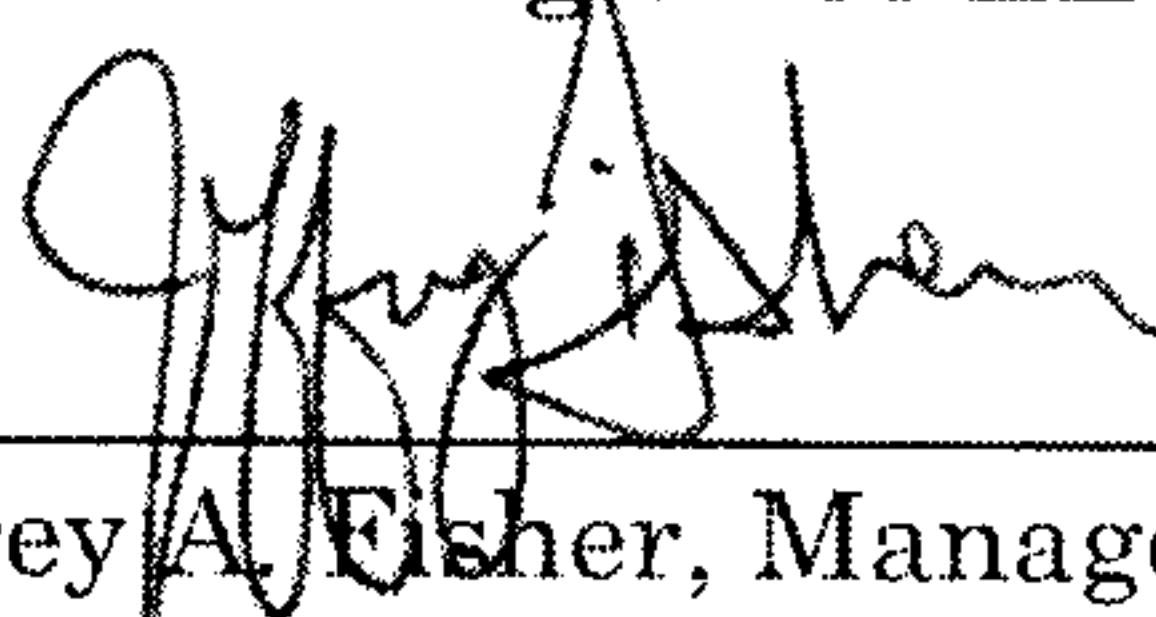
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Amendment is effective as of the Effective Date.

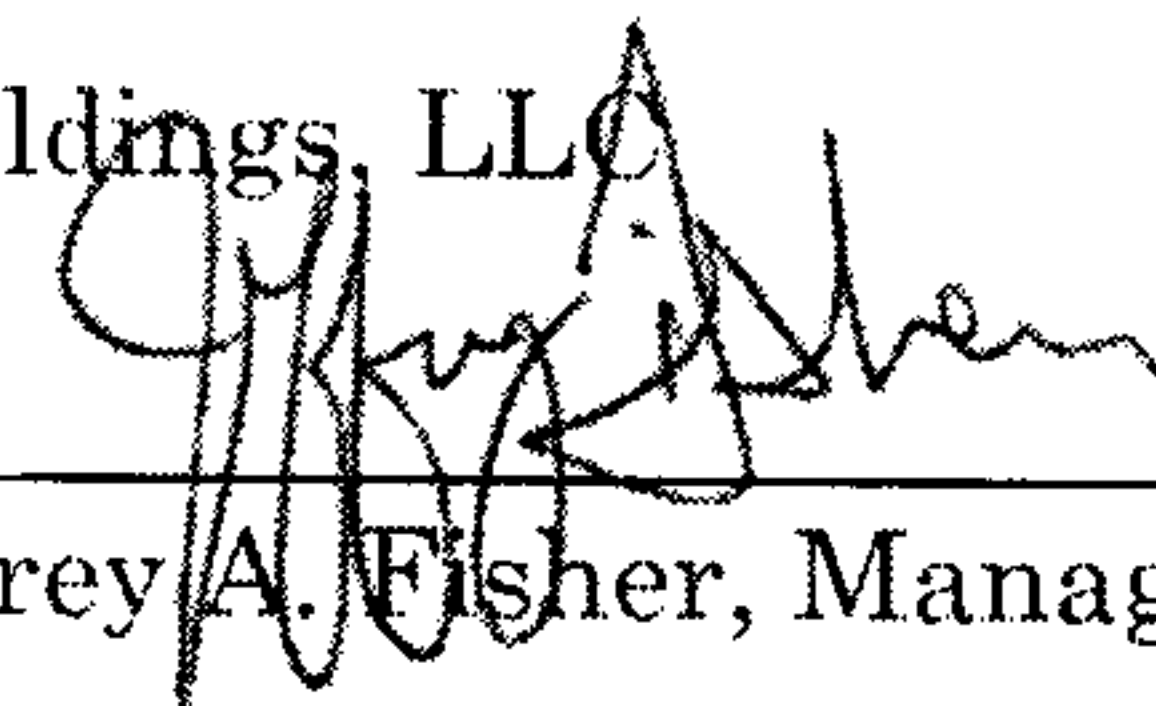
Pobeda Holdings, LLC


_____(SEAL)
Jeffrey A. Fisher, Manager

EastWest Organics LLC


_____(SEAL)
Jeffrey A. Fisher, Manager

Pobeda Holdings, LLC


_____(SEAL)
Jeffrey A. Fisher, Manager

WRITTEN CONSENT OF
THE SOLE MEMBER OF
POBEDA HOLDINGS, LLC

December 14, 2020

The undersigned, being the sole Member of Pobeda Holdings, LLC, a North Carolina limited liability company ("Company"), in accordance with the Operating Agreement of the Company ("Operating Agreement"), does hereby adopt the following resolutions by signing this formal Written Consent of the Sole Member:

WHEREAS, Svetlana Andrianova Fisher ("Additional Member") desires to be added as a Member of the Company, and Jeffrey A. Fisher, the sole Member of the Company, desires to approve of the membership in the Company of the Additional Member;

WHEREAS, the Additional Member has executed a joinder agreement of even date herewith, accepting all of the term and conditions of the Operating Agreement; and

WHEREAS, the undersigned desires to add the Additional Member as a Member of the Company.

NOW, THEREFORE, IT IS RESOLVED, that the Additional Member is approved to be admitted as a Member of the Company;

RESOLVED, that the Membership Interests of all of the Members of the Company, to include the Additional Member, are as follows:

<u>Names of Members</u>	<u>Membership Percentage</u>
Jeffrey A. Fisher 5014 Hollow Rock Road Durham, NC 27707	51.00%
Svetlana Andrianova Fisher 5014 Hollow Rock Road Durham, NC 27707	49.00%
Totals	100.0%

RESOLVED, that the Manager be and hereby is authorized and directed to do and perform or cause to be done and performed all such acts, deeds, and things, and to make, execute, and deliver, or cause to be made, executed, and delivered, all such agreements, undertakings, documents, instruments, or certificates in the name of the Company and to retain such counsel, agents, and advisors and to incur and pay such expenses, fees, and taxes as shall, in the opinion of the Manager of the Company executing the same, considered necessary or advisable (such necessity or advisability to be conclusively evidenced by the execution thereof) to effectuate or carry out fully the purpose and interest of all of the foregoing resolutions; and that any and all such actions heretofore or hereafter taken by the Manager relating to and within the terms of these resolutions be, and they hereby are, adopted, affirmed, approved, and ratified in all respects as the

act and deed of the Company;


RESOLVED, that this Consent shall further serve as an amendment to the Operating Agreement in the following respects: (i) references to “the Members,” which shall include the Additional Member, shall replace references to “the Member” insofar as such references imply the Company is comprised of a single Member; (ii) Section 1.11 is amended to allow the Manager to require additional Capital Contributions in the Manager’s sole discretion; and (iii) Section 3.02 is amended to allow the appointment of additional Managers at any time by a majority in interest of the Members; and

RESOLVED, that this Consent be placed into the minute book of the Company.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have executed this document to be effective on the day and year first written above.

MEMBER:

DocuSigned by:


Jeffrey A. Fisher

EXHIBIT 4

Prepared by and return to
Michael Parker

BOOK 1421 PAGE 151

Tax Parcel ID# _____

MAPLEVIEW FARM EASEMENT

6.13.10
9851-61-2652A

STATE OF NORTH CAROLINA
COUNTY OF ORANGE

GRANT OF CONSERVATION EASEMENT AND DEVELOPMENT RIGHTS

This Grant of Conservation Easement and Development Rights ("Conservation Easement") is made on this 27th day of December, 1995, by ROBERT P. NUTTER and wife, AUBREY C. NUTTER, who joins solely for the purpose of releasing her marital interest in the property, ("Grantor"), and TRIANGLE LAND CONSERVANCY, a non-profit North Carolina corporation, ("Grantee") for the purpose of forever conserving the open space character, agricultural productivity and scenic qualities of the subject properties.

Witness that:

The Grantor is the sole owner in fee simple of the farm property ("Property") legally described in Exhibit A, attached hereto and incorporated by this reference, which consists of Tract I, being approximately 52.960 acres and Tract II, Being approximately 54.106 acres, all located in the Bingham Township, Orange County, State of North Carolina and being a portion of Mapleview Farm.

The Property is primarily open farmland all of whose soils have been classified as "prime farmland" or "farmland of statewide or local significance" by the Natural Resource Conservation Service, U.S. Department of Agriculture because of the fertility of its soils and which has been managed as a farm since the 1930's.

The Property also has outstanding scenic qualities that can be enjoyed by the general public, namely:

- 3003.17 feet of frontage on Dairyland Road, S.R. #1177 from which long open views of Mapleview Farm can be seen;
- the visibility of every element of indigenous traditional piedmont farming including planted fields, open pastures, farm pond, barn, silo, main house and other farm buildings can be observed;

- the harmonious variety of curving tree lines, open fields, winding country roads, and silos silhouetted against the skyline;
- identification of Dairyland Road by the Transportation Advisory Subcommittee of the Orange County Planning Board in its 1988 Scenic Roads Survey; and
- description and recognition of scenic viewsheds of the Property in the 1995 Scenic Roads Study for the Scenic Road Corridors Map by the Orange County Planning Department.

The agricultural and other characteristics of the Property, its current use and state of improvement, are described in a Report entitled The Development and Preservation of Mapleview Farm, with Supplemental Appendices dated August 1995 prepared by Piedmont Planning Associates for the Grantor with the cooperation of the Grantee, and acknowledged by both to be complete and accurate as of the date hereof. Both the Grantor and the Grantee have copies of this report. It will be used by the Grantor and Grantee to assure that any future changes in the use of the Property will be consistent with the terms of this Conservation Easement. However, the Report is not intended to preclude the use of other evidence to establish the present condition of the Property if there is a controversy over its use.

The Grantor owns the entire fee simple interest in the Property, including the entire mineral estate. All holders of liens or other encumbrances upon the Property have agreed to subordinate their interests in the Property to this Conservation Easement.

The purposes of this Conservation Easement are to protect in perpetuity the open space character, agricultural productivity, watershed protection and scenic qualities of the Property (collectively the "Conservation Values"), and to assure the availability of the Property in perpetuity for agricultural use.

The conservation purposes of this easement are recognized by, and this Conservation Easement will serve, the following clearly delineated governmental conservation policies:

- The Farmland Protection Policy Act, PL. 97-98, 7 U.S.C. Sec. 4201, *et seq.*, whose purpose is "to minimize the extent to which Federal programs and policies contribute to the unnecessary and irreversible conversion of farmland to nonagricultural uses, and to assure that Federal programs are administered in a manner that, to the extent

practicable, will be compatible with State, unit of local government and private programs and policies to protect farmland;"

- the Uniform Conservation and Historic Preservation Agreements Act, N.C.G.S. 121-34 *et seq.*, which provides for the enforceability of restrictions, easements, covenants or conditions "appropriate to retaining land or water areas predominantly in their natural, scenic or open condition or in agricultural, horticultural, farming or forest use;" and which provides for tax assessment of lands subject to such agreements "on the basis of the true value of the land and improvement less any reduction in value caused by the agreement;"
- the special use assessment of farm and forest lands set forth in N.C.G.S. 105-277.2 *et seq.*;
- the zoning of the Property as "Rural Buffer" established in the Orange County, Chapel Hill Carrboro Joint Planning Land Use Plan (1986) (hereinafter "Land Use Plan");
- the designation of the majority of the Property as "University Lake Protected Watershed Overlay District" in the Land Use Plan;
- the Land Use Plan of Orange County with its goal to "maintain and protect land which contains valuable renewable resources such as productive agricultural";
- designation of portions of the Property as either Primary or Secondary Conservation Areas as proposed by the Orange County Planning Department.

The Grantee is a "qualified conservation organization, "as defined by the Internal Revenue Code, as evidenced by its IRS determination letter dated July 12, 1983 and, as certified by a resolution of its Board of Directors, accepts the responsibility of enforcing the terms of this Conservation Easement and upholding its conservation purposes forever.

Now, therefore, as an absolute gift, but in consideration of the restrictions contained herein, and pursuant to N.C.G.S. 121-34 *et seq.*, Grantor does hereby convey unto Grantee, its successors and assigns forever, a conservation easement and grant of development rights on and over the Property, as more particularly described, in perpetuity, and consisting of the covenants hereinafter set forth:

1. *Prohibited Acts*

Grantor promises that they will not perform, nor knowingly allow others to perform, any act on or affecting the property that is inconsistent with the preservation of the Property's open space character, agricultural productivity, watershed protection values and scenic values or with the specific covenants below. However, unless otherwise specified below, nothing in this Conservation Easement shall require the Grantor to take any action to restore the condition of the Property after any act of God or other event over which they had no other control. Grantor understands that nothing in this Conservation Easement relieves them of any obligation or restriction on the use of the Property imposed by law.

2. *Construction of Buildings and Other Structures*

The construction or reconstruction of any building or other structure, except those existing on the date of this Conservation Easement is prohibited except in accordance with paragraphs (a) through (d) below.

(a) *Fences* -- Existing fences may be repaired and replaced, and new fences may be built anywhere on the Property for purposes of reasonable and customary management of livestock and wildlife, without permission of the Grantee;

(b) *Existing Farm House, Agricultural Structures, and Improvements* --All existing structures and other structures permitted under this Conservation Easement may be repaired, renovated, enlarged and replaced without permission of the Grantee.

(c) *New Agricultural Structures & Improvements* -- New buildings and other structures and improvements to be used solely for agricultural purposes including the processing, packaging or sale of farm products predominantly grown or raised on the Property or in the vicinity thereof, but not including any new dwelling or farm labor housing, may be built on that portion of the Property designated as the Farm Operations Envelope on Exhibit B without the written permission of the Grantee.

(d) *Single-Family Residential Dwellings* -- No more than three (3) new single-family residential dwellings, together with reasonable appurtenances such as garages, swimming pools and sheds, may be built on and subdivided from the Property in the locations designated as SR-1, SR-2 and SR-3 on Exhibit B. All such structures located at SR-1, SR-2 and SR-3 shall be contained within a building envelope of no more than seven (7) acres each.. At the time that construction of such dwellings is to commence, Grantee

shall be notified so that its records can be updated. Reasonable access to and utilities for such structures are permitted.

3. *Subdivision*

The subdivision of the Property into tracts less than ten (10) acres in size, whether by physical or legal process, is prohibited except as permitted in paragraph 2(d) above. Any subdivided tract shall remain subject to the terms of this easement to ensure the continued agricultural use of the Property.

4. *Development Rights*

With the exception of buildings permitted in paragraphs 2(c) and (d) above, and permitted in paragraph 8 below, Grantor conveys to Grantee all developmental rights that are now or hereafter allocated to, implied, reserved or inherent in the Property, and the parties agree that such rights are terminated and extinguished, and may not be used on or transferred to any portion of the Property, as it now or hereafter may be bounded or described, or to any other property adjacent or otherwise, nor used for the purpose of calculating permissible lot yield of the Property or any other property.

5. *Agricultural and Conservation Practices*

All farming operations shall be conducted in accordance with Best Management Practices promulgated by the State of North Carolina and with a Natural Resource Conservation Service conservation plan that addresses soil and water conservation, pest management, floodplain protection, viewshed protection, nutrient management and habitat protection. This plan shall be updated periodically, and in any event at the time the basic type of agricultural operation on the property changes or at any time ownership of the property changes.

6. *Timber Harvesting*

Trees may be cut to control insects and disease, to prevent personal injury and property damage, and for firewood and other domestic uses, including construction of permitted buildings and fences on the Property. Trees may also be cut to clear land for cultivation or grazing of livestock, but only if done in accordance with the written conservation plan required by paragraph 5. Any commercial timber harvesting on the Property shall be conducted pursuant to the guidelines of the Forest Stewardship Program of the N.C. Forestry Department, or similar conservation-directed forestry program in the event the Forest Stewardship Program is not in existence.

7. *Mining*

The mining or extraction of soil, sand, gravel, rock, oil, natural gas, fuel or any other mineral substance, using any method that disturbs the surface of the land, is prohibited.

8. *Paving and Road Construction*

No portion of the Property shall be paved or otherwise be covered with concrete, asphalt, or any other non-permeable paving material. (For purposes of this provision, gravel shall be considered to be a permeable material.) No new roads may be built except within that portion of the Property designated as the Farm Operations Envelope or except for access roads as shown on Exhibit B.

9. *Trash*

The dumping or accumulation of any kind of trash or refuse on the property, other than farm-related trash and refuse produced on the Property, is strictly prohibited. However, this shall not prevent the storage of agricultural products and byproducts on the Property, so long as it is done in accordance with all applicable government laws and regulations, and does not otherwise impact the conservation values of the Property.

10. *Recreational Uses*

Golf courses, airstrips and helicopter pads are strictly prohibited on the Property. Other buildings and facilities for any other public or private recreational use may not be built on the Property without the advance written permission of the Grantee.

11. *Rights Retained by Grantor*

The Grantor retains the right to perform any act not specifically prohibited or limited by this Conservation Easement. These ownership rights include, but are not limited to, the right to exclude any member of the public from trespassing on the Property and the right to sell or otherwise transfer the Property to anyone they choose.

12. *Discretionary Consent*

The Grantee's consent for activities otherwise prohibited above, or for any activities requiring Grantee's consent above, may be given under the following circumstances. If, owing to unforeseen or changed circumstances, any of the activities prohibited above are deemed desirable by both the Grantor and the Grantee, the Grantee may, in its sole discretion, give permission for such activities, subject to the limitations herein. Such requests for permission, and permission for activities requiring the Grantee's consent, shall be in writing and shall describe the proposed activity in sufficient detail to allow the Grantee to judge the consistency of the proposed activity with the purpose of this Conservation Easement. The Grantee may give its permission only if it determines, in its sole discretion, that such activities (1) do not violate the purpose of this Conservation Easement and (2) either enhance or do not impair any significant conservation interests associated with the Property. Notwithstanding the foregoing, the Grantee and Grantor have no right or power to agree to any activities that would result in the termination of this Conservation Easement or to allow any additional residential structures or any commercial or industrial structures or any commercial or industrial activities not in keeping with the purposes of this Conservation Easement.

13. *Responsibilities of Grantor and Grantees Not Affected*

Other than as specified herein, this Conservation Easement is not intended to impose any legal or other responsibility on the Grantor, or in any way to affect any existing obligation of the Grantor as owners of the property. Among other things, this shall apply to:

(a) *Taxes* -- The Grantor shall be solely responsible for payment of all taxes and assessments levied against the Property. If the Grantee is ever required to pay any taxes or assessments on its interest in the Property, the Grantor will reimburse the Grantee for the same.

(b) *Upkeep and Maintenance* -- The Grantor shall be solely responsible for the upkeep and maintenance of the Property, to the extent it may be required by law. The Grantee shall have no obligation for the upkeep or maintenance of the Property.

14. *Enforcement*

The Grantee shall have the right to prevent and correct violations of the terms of this Conservation Easement. With seven (7) days advance written notice

received by the Grantor, the Grantee may enter the Property for the purpose of inspecting for violations. If the Grantee finds what is a violation, it may at its discretion take appropriate legal action. Except when an ongoing or imminent violation could irreversibly diminish or impair the open space character, agricultural productivity, watershed protection values, or scenic qualities of the Property, the Grantee shall give the Grantor written notice of the violation and one hundred twenty (120) days to correct it, before filing any legal action. If a court with jurisdiction determines that a violation may exist or has occurred, the Grantee may obtain an injunction to stop it, temporarily or permanently. A court may also issue an injunction requiring the Grantor to restore the Property to its condition prior to the violation. The failure of the Grantee to discover a violation or to take immediate legal action shall not bar it from doing so at a later time.

15. *Transfer of Easement*

The Grantee shall have the right to transfer this Conservation Easement to any public agency or private nonprofit organization that (a) is approved by the Grantor, such approval not to be unreasonably withheld, and (b) at the time of transfer, is a "qualified organization" under Sec. 170(h) of the U.S. Internal Revenue Code, and under N.C.G.S. 121-34 *et. seq.*, and (c) the agency or organization expressly agrees to assume the responsibility imposed on the Grantee by this. If the Grantee ever ceases to exist or no longer qualifies under Sec. 170(h) or applicable state law, a court with jurisdiction shall transfer this easement to another qualified organization having similar purposes that agrees to assume the responsibility.

16. *Transfer of Property*

Any time the Property itself, or any interest in it, is transferred by the Grantor to any third party, the Grantor shall notify the Grantee in writing prior to the transfer of the property, and the document of conveyance shall expressly refer to this Conservation Easement.

17. *Amendment of Easement*

This easement may be amended only with the written consent of Grantor and Grantee. Any such amendment shall be consistent with the purposes of this Conservation Easement and the Grantee's easement amendment policies, and shall comply with Sec. 170(h) of the Internal Revenue Code, or any regulations promulgated in accordance with that section. Any such amendment shall also be consistent with N.C.G.S. 121-34 *et. seq.* or any regulations promulgated pursuant to that law.

18. *Termination of Easement*

If it determines that conditions on or surrounding the Property change so much that it becomes impossible to fulfill its conservation purposes, a court with jurisdiction may, at the joint request of both the Grantor and Grantee, terminate this Conservation Easement.

If condemnation of a part of the Property or of the entire Property by public authority renders it impossible to fulfill any of these conservation purposes, the Conservation Easement may be terminated through condemnation proceedings.

If the easement is terminated and the Property is sold or taken for public use, then, as required by Sec. 1.170A-14(g)(6) of the IRS regulations, the Grantee shall be entitled to a percentage of the gross sale proceeds or condemnation award equal to the ratio of the appraised value of this easement to the unrestricted fair market value of the Property, as these values are determined on the date of this Conservation Easement. The Grantee shall use the proceeds consistently with the conservation purposes of this Conservation Easement.

19. *Interpretation*

This Conservation Easement shall be interpreted under the laws of North Carolina, resolving any ambiguities and questions of the validity of specific provisions so as to give maximum effect to its conservation purposes.

20. *Perpetual Duration*

This Conservation Easement shall be a servitude running with the land in perpetuity. Every provision of this Conservation Easement that applies to the Grantor or Grantee shall also apply to their respective agents, heirs executors, administrators, assigns, and all other successors as their interests may appear.

21. *Notices*

Any notices required by this Conservation Easement shall be in writing and shall be personally delivered or sent by first class mail, to Grantor and Grantee respectively at the following addresses, unless a party has been notified by the other of a change of address:

To Grantor:

Mr. and Mrs. Robert Nutter
3111 Dairyland Road
Hillsborough, North Carolina 27278

with a copy to :

D. Michael Parker, Esq.
Cheshire & Parker
100 N. Churton Street
P.O. Box 100
Hillsborough, North Carolina 27278

To the Grantee:

Triangle Land Conservancy
P.O. Box 13031
Research Triangle Park, North Carolina 27709

22. *Environmental Condition*

The Grantor warrants that they have no actual knowledge of a release or threatened release of hazardous substances or wastes on the Property.

23. *Subsequent Liens on Property*

No provisions of this Conservation Easement should be construed as impairing the ability of Grantor to use this Property as collateral for subsequent borrowing, provided that any mortgage or lien arising from such a borrowing would be subordinated to this Conservation Easement.

24. *Acceptance & Effective Date*

As attested by the Seal of the Triangle Land Conservancy and the signature of its President affixed hereto, the Grantee hereby accepts without reservation the rights and responsibilities conveyed by this Conservation Easement. This Conservation Easement is to be effective the date recorded in the Orange County Registry of Deeds.

To Have and To Hold, this Grant of Conservation Easement and Development Rights unto the Grantee, its successors and assigns, forever.

In Witness Whereof, the Grantor and Grantee, intending to legally bind themselves, have set their hands and seals on the date first written above.

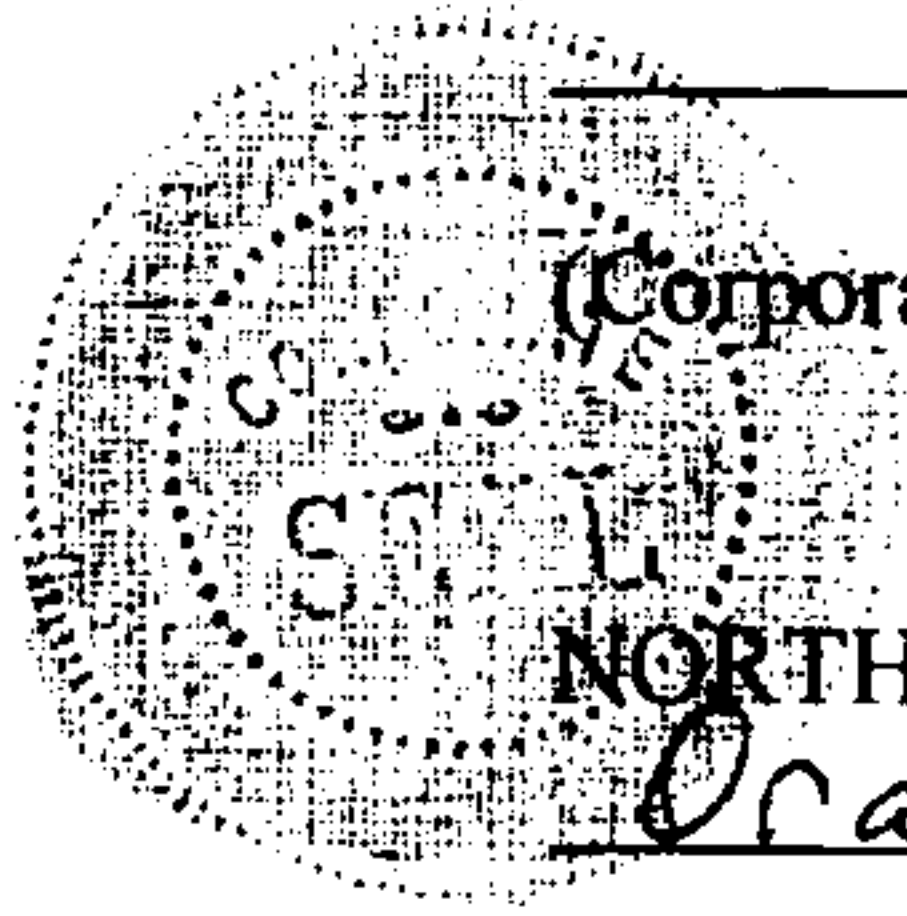
GRANTOR:
Robert P. Nutter (Seal)
Robert P. Nutter
Aubrey C. Nutter (Seal)
Aubrey C. Nutter

Accepted:

GRANTEE:
Triangle Land Conservancy, a North Carolina
Non-profit Corporation

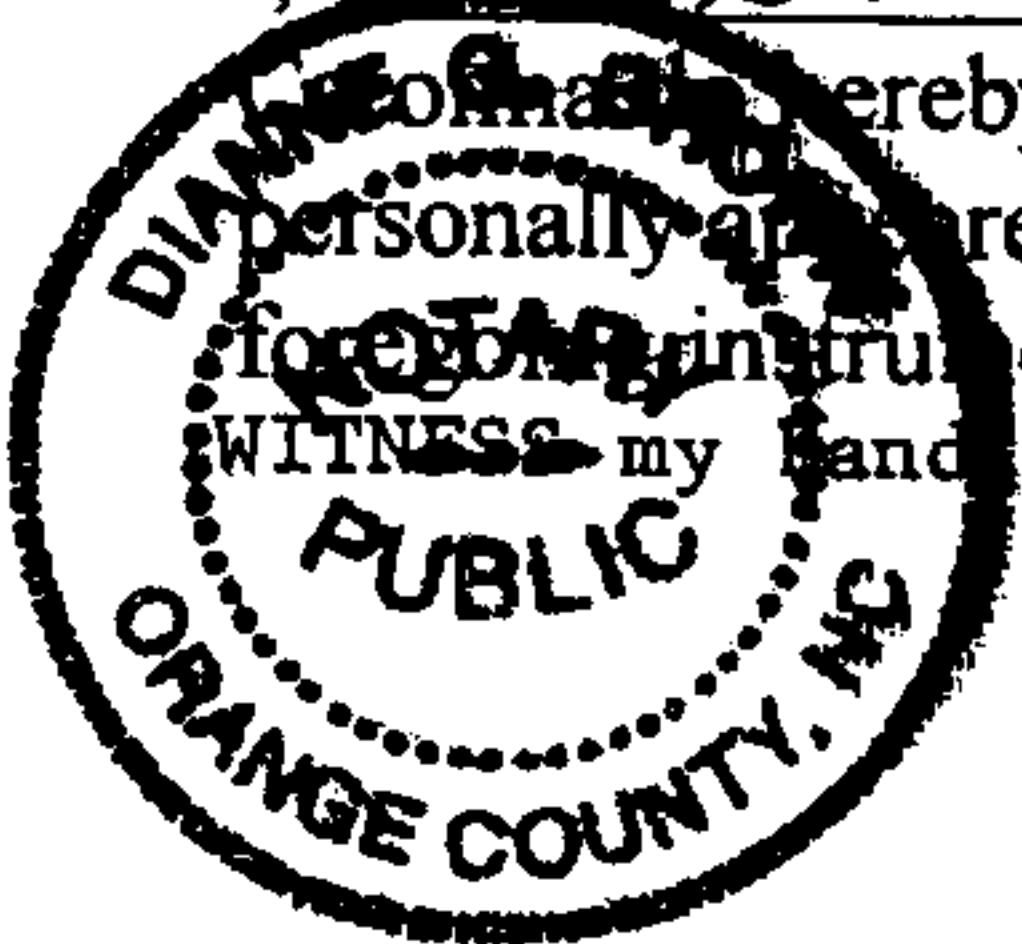
Attest:
Cara T. Yager
Secretary

[Signature]
President



(Corporate Seal)
NORTH CAROLINA
Orange COUNTY

I, Dianna G. Brown, a Notary Public of Orange County, North Carolina do hereby certify that Robert P. Nutter and wife Aubrey C. Nutter personally appeared before me and acknowledged the due execution of the foregoing instrument.



WITNESS my hand and notarial seal this the 28th day of December, 1995.
[Signature]
Notary Public (SEAL)
My commission expires: 10-1-1997

P.R.
2/4
P.M.

NORTH CAROLINA
Chatham COUNTY

I, Virginia P. Horton, a Notary Public of Chatham County, North Carolina do hereby certify that Cara T. Yager personally appeared before me this day and acknowledged that she is the Secretary of Triangle Land Conservancy, a non-profit corporation, and that by authority duly given and as act of the corporation the foregoing instrument was signed in its name by its President, sealed with its corporate seal and attested by herself as its secretary.



Witness my hand and notarial seal this the 28 day of December 1995.
Virginia P. Horton
Notary Public (SEAL)
My commission expires: 5-27-99

STATE OF NORTH CAROLINA

NORTH CAROLINA - ORANGE COUNTY

The foregoing certificate(s) of Dianne G. Brown and Virginia P. Horton,

~~A Notary~~ (or Notaries) Public of the designated Governmental units ~~is~~ (are) certified to be correct. Filed for registration

this the 28th day of December 19 95, at 12:08:20 o'clock, P.M.

in Record Book 1421 Page 151.

Return: _____

By: Betty June Hayes, Register of Deeds
Priscilla O. Meze
Assistant/Deputy
Register of Deeds

, Register of Deeds

Exhibits A and B (Legal Description and sketch) Attached

This instrument prepared by:

Camilla M. Herlevich
313 North Front Street
Suite A
Wilmington, North Carolina 28401

Return to:

D. Michael Parker, Esq.
Cheshire & Parker
Post Office Box 100
Hillsborough, NC 27278

FILED
28 DEC 1995, at 12:08:20PM
Book 1421, Page 151 - 165
Betty June Hayes,
Register of Deeds,
Orange County, N. C.

TRACT I: LYING and being in Bingham Township, Orange County, North Carolina and being more particularly described as follows:

BEGINNING at an iron stake set at the point where the center of the right-of-way to Dairyland Road intersects the center of the right-of-way to Meadowview, a 60 foot private road right-of-way; running thence from said beginning point with the center of the right-of-way to Dairyland Road the following courses and distances: along the arc of the circle to the left having a arc of 554.99 feet, a radius of 965.00 feet, a chord of South 76° 37' 09" West, 547.37 feet and South 60° 08' 36" West 521.66 feet to an iron stake; running thence North 07° 36' 00" West 819.20 feet to an iron stake; running thence North 00° 42' 51" East 388.91 feet to an iron stake; running thence North 03° 03' 23" West 756.40 feet to an iron stake; running thence North 18° 05' 29" West 333.63 feet to an iron stake set in the southeastern corner of Lot 7-R as shown in plat recorded in Plat Book 61, at Page 194 of the Orange County Registry, the southwest corner of Lot 6-R as shown on said plat; running thence with the southern and eastern line of 6-R the following courses and distances: South 65° 24' 54" East 695.76 feet; South 53° 45' 16" East 304.39 feet; North 18° 50' 14" East 417.91 feet to an iron stake in the center of the right-of-way to Wood Duck Lane; thence with the center of the right-of-way to Wood Duck Lane the following courses and distances: along the arc of the circle to the left having an arc of 395.45 feet, a radius of 400 feet, a chord of South 60° 14' 28" East and a distance of 379.54 feet and South 88° 32' 09" East 80 feet to a point in the center of the right-of-way to Meadowview Road; running thence with the center of the right-of-way to Meadowview Road the following courses and distances: South 01° 27' 51" West 69.93 feet; along the arc of the circle to the left having a arc of 274.76 feet, a radius of 1305.28 feet, a chord of South 04° 33' 58" East and a distance of 274.25 feet; South 10° 35' 47" East 326.84 feet; South 10° 35' 47" East 128.09 feet; along the arc of a circle to the right having a arc of 259.13 feet, a radius of 438.95 feet, a chord of South 06° 18' 56" West, a distance of 255.38 feet; South 23° 13' 39" West 331.02 feet; along the arc of the circle to the left having an arc of 199.63 feet, a radius of 1342.87 feet, a chord of South 27° 29' 10" West and a distance of 199.45 feet; South 31° 44' 42" West 47.16 feet to an iron stake set on the northern margin of the margin of the right-of-way to Dairyland Road; running thence along the arc of the circle to the left having a arc of 60.59 feet, a radius of 125.00 feet, a chord of South 17° 51' 35" West and a distance of 59.99 feet to the center of the right-of-way to Dairyland Road the place and point of beginning and being described as the "HOMEPLACE TRACT", containing 52.960 acres, all according to plat of survey entitled "PROPERTY OF ROBERT P. NUTTER", dated February 8, 1994 by Holland Land Surveying.

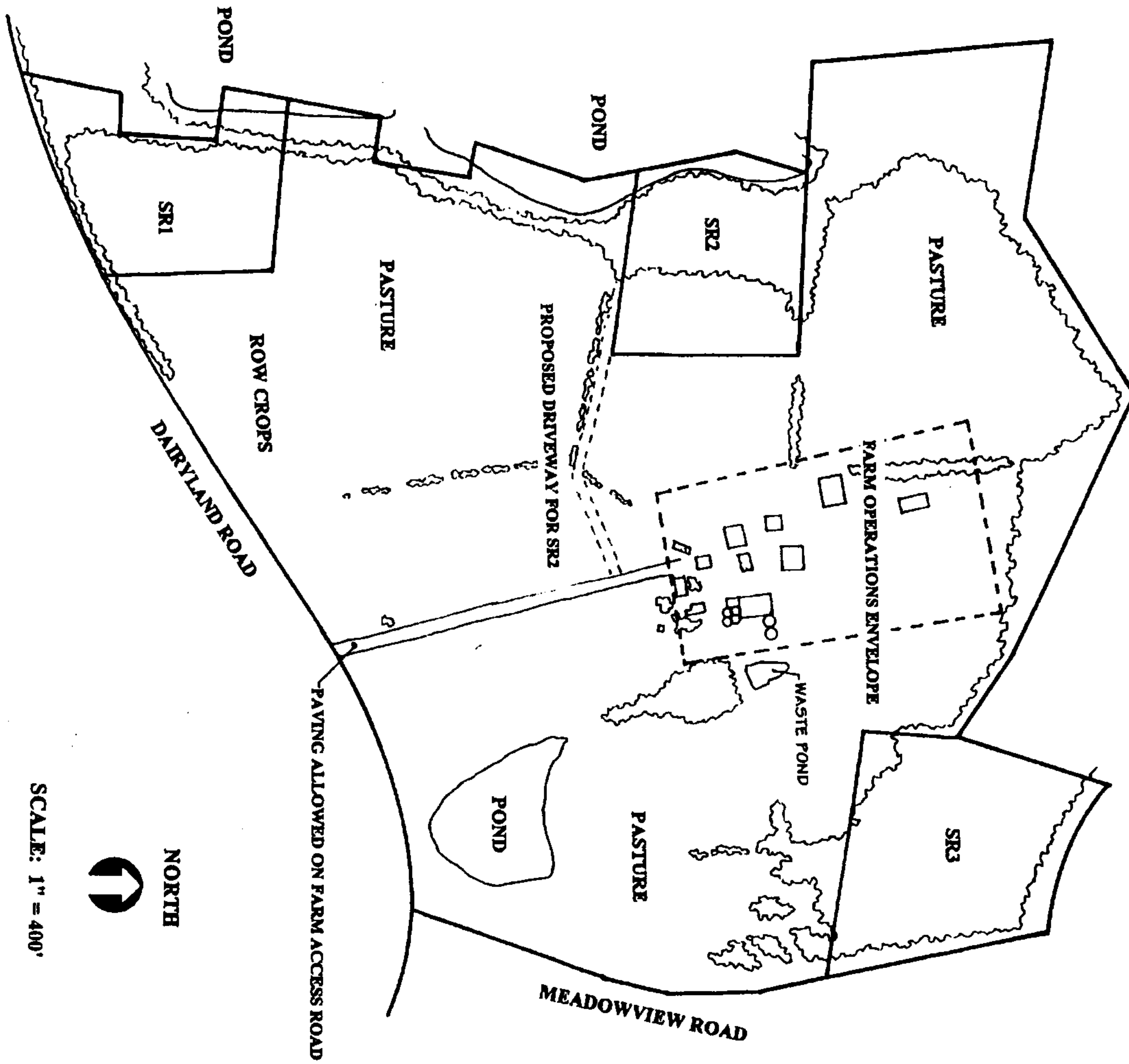
Page 2

TRACT II:

BEGINNING at an iron stake set in the center of the right-of-way to Dairyland Road, the southwest corner of Tract I above; running thence with the western line of Tract I above the following courses and distances: North $07^{\circ} 36' 00''$ West 819.20 feet; North $00^{\circ} 42' 51''$ West 388.91 feet; North $03^{\circ} 03' 23''$ West 756.40 feet and North $18^{\circ} 05' 29''$ West 333.63 feet to an iron stake set in the southwest corner of Lot 7-R as shown on plat recorded in Plat Book 61, at Page 194 of the Orange County Registry; running thence with the southern line of Lot 7-R South $61^{\circ} 14' 21''$ West 562.53 feet to an iron stake; thence continuing with the southern line of Lot 7-R North $81^{\circ} 58' 02''$ West 204.26 feet to an iron stake; running thence North $76^{\circ} 52' 50''$ West 270.54 feet to an iron stake; running thence South $05^{\circ} 29' 03''$ East 626.31 feet to an iron stake set in the northeast corner of Lot 3 as shown on plat recorded in Plat Book 61, at Page 194 of the Orange County Registry; running thence South $88^{\circ} 02' 21''$ East 213.88 feet to a point in the center of a pond; running thence South $09^{\circ} 30' 56''$ West 262.59 feet to a point in the center of a pond; running thence South $09^{\circ} 37' 03''$ East 344.44 feet to a point in the center of a pond; running thence South $25^{\circ} 14' 18''$ West 294.78 feet to a point in the center of a pond; running thence South $74^{\circ} 38' 29''$ East 132.58 feet to an iron stake; running thence South $15^{\circ} 21' 31''$ West 200.00 feet to an iron stake; running thence North $74^{\circ} 38' 29''$ West 132.58 feet to a point in the center of a pond; running thence South $05^{\circ} 28' 43''$ West 457.86 feet to a point in the center of a pond; running thence South $82^{\circ} 01' 11''$ East 124.37 feet to an iron stake; running thence South $07^{\circ} 58' 49''$ East 200.00 feet to an iron stake; running thence North $82^{\circ} 01' 11''$ West 124.37 feet to an iron stake; running thence South $10^{\circ} 28' 54''$ West 346.34 feet to an iron stake set in the center of the right-of-way to Dairyland Road; running thence with the center of the right-of-way to Dairyland Road the following courses and distances: along the arc of a circle to the left having an arc of 97.73 feet, a radius of 3,840.42 feet, a chord of North $71^{\circ} 22' 43''$ East 97.72 feet; North $72^{\circ} 06' 27''$ East 245.35 feet; along the arc of a circle to the left having an arc of 298.52 feet, a radius of 1,429.59 feet, a chord of North $66^{\circ} 07' 32''$ East 297.98 feet and North $60^{\circ} 08' 36''$ East 730.00 feet to the place and point of beginning and containing 54.106 acres, all according to plat of survey entitled "FINAL PLAT-PROPERTY OF NUTTER FAMILY LIMITED PARTNERSHIP", dated September 5, 1995 by Holland Land Surveying.

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B



SCALE: 1" = 400'



INDY

UNCATEGORIZED

A rural row over Maple View Farm

by Joe Schwartz
July 7, 2010



On a recent sunny morning at the Maple View Agriculture Center, a group of YMCA campers a summer shy of kindergarten boards a hay-laden trailer tugged by a green and yellow tractor.

“I’m betting before this ride is over, someone is going to hold their nose,” tour guide Paul Sexton Jr. warns, alluding to the cows ahead. “But Farmer Bob, the guy who owns this, says all those smells are the smell of money.”

To earn it, for the last five decades farmer Bob Nutter, 81, has guided Maple View from an old-fashioned farm to a multibusiness venture.

He bought 477 acres in the Bingham Township off Dairyland Road in 1963 and began milking cows the day he arrived, Aug. 1. By 1996, he had amassed 700 acres, but he no longer could afford to send his milk elsewhere to be processed.

With little research but with hefty chutzpah, Nutter financed his milk-bottling venture by selling some of his farmland to a developer, who built homes on 10-acre lots.

Today, Maple View milk is sold in glass bottles across the Triangle.

The farmer followed a similar plan in 2000, when his daughter wanted to add an ice-cream store. Following a brief class on ice-cream store ownership at Penn State University, he sold more land, which was turned into another neighborhood of five-acre-lot homes on Green Rise Road.

Nutter has 400 acres left. And Maple View now has three Orange County stores with long lines even on cold days. The agriculture center has received praise similar to that garnered by Nutter’s ice cream and milk since it opened in April 2009, making Nutter a “town treasure” in the eyes of the Chapel Hill Historical Society and earning plaudits from locals who feel Maple View helped put them on the map and build community.

But some of Nutter’s neighbors whose home purchases helped finance Maple View’s endeavors say they aren’t getting the serene, pastoral life they thought they were buying.

“Instead of being isolated and not knowing what they are doing, we know and see so much more,” says Meredith Berry, who has lived a half mile behind the farm for three years. “It’s extended so far beyond the boundaries of what it originally began as.”

The neighbors supported the original project, and they say they remain committed to seeing Maple View be successful but within the rules.

They thought they had OK'd a space for field trips and adult education on agriculture. Instead, they say, they have been overwhelmed by loud outdoor music played for birthdays, weddings and fundraisers, and by trees cut down to provide a better view of the pond from the hayride, which creates highway noise.

"You can hear it so well, you can sing along," says Nancy Oglesby, another concerned neighbor.

Oglesby says she can't host friends outdoors to fish or bird-watch anymore, and sometimes she has to leave home to escape the noise, which penetrates her closed windows.

The neighbors relayed their concerns to the Orange County planning office, which issued a notice of violation for Maple View a few weeks ago, forcing Nutter to quit hosting parties until the Board of Adjustment hears the appeal in August.

"At a certain point in time, the county had to get involved," says Mike Harvey, a county zoning administrator. "The applicant was continuing to engage in activities that we felt were inconsistent with the special use permit."

Specifically, Harvey says renting the space for special events and hosting a yoga class there fall outside of the approved hands-on instructional farmland facility.

Maple View also could apply to modify the permit.

Harvey allowed two already scheduled events to go on as planned, so "individuals who had nothing to do with this were not harmed."

Nutter acknowledges that he wasn't aware he had to list every intended use of the building and that "we're in the process of getting our act together and seeing what will be approved or disapproved so we can set it in concrete."

Maple View has survived, even as other farms struggle, because of Nutter's drive to adapt and his ability to add new money-making businesses. Now he wants to pass along those lessons.

Allison Nichols grew up on Anilorac ("Carolina" backward) Farm, down the road from Nutter, and worked in the ice-cream stores while in college. After graduating and becoming a teacher, she found a dearth of farm knowledge in her Merrick-Moore Elementary School classroom.

“They didn’t know a chicken laid an egg or a cow gave milk,” Nutter says. “So we went ahead and built this building.”

The building is a 6,000-square-foot agriculture center with four classrooms on dairy science, insects, plants and sustainable energy. It’s the only one in the state, and it has welcomed students from Alamance, Durham, Wake, Chatham, Orange, Person and Hoke counties, says Nichols, the center manager and part owner.

As the hayride winds down, the YMCA crew is shepherded to a small petting zoo of sorts, where Nutter feeds a llama an oatmeal cookie and ferrets a rabbit from its hiding place for the children to pet. He collects a warm egg from the henhouse and hands it off.

Moments like this and the time a child saw a cow pee and called it “milk” before being quickly corrected are why he built the agriculture center, he says, but finding a way to pay for it has caused a rift with the neighbors.

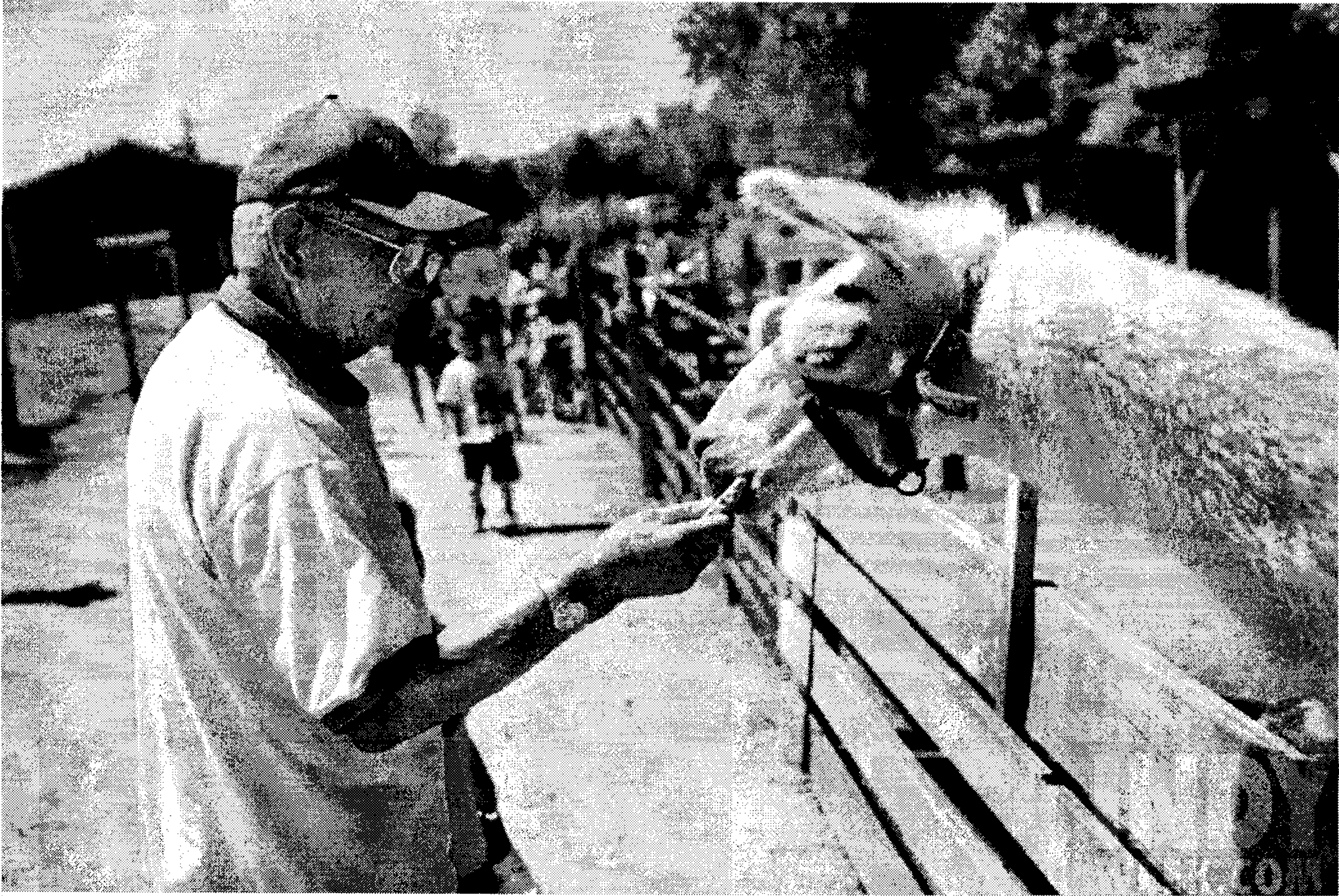
“We did not move here to have a party center next door. We could have stayed in town (Carrboro) for that,” Berry says.

Nichols contends that the birthday parties fit with the educational intent. “The only difference is it’s a birthday party, so when the kids get ice cream, they sing ‘Happy Birthday,’” she says.

“We’re paying a lot of taxes, and we’ve got to generate money to pay them,” Nutter says, adding that the center isn’t meant to be profitable, only to fund itself. “The only way we can do that is to use the building.”

Exactly how remains at issue.

“I really feel like to make that much noise in a quiet neighborhood, and especially when it’s specifically not allowed, somehow county residents should be protected from that,” Oglesby says. “I just hope that can be done without it hurting the other party too much.”



Joe Schwartz

✉ joe-schwartz@indyweek.com

Bio: Joe Schwartz is a former *INDY Week* staff writer who works for soccer.com in Hillsborough. He's been a Gooner since he fell for Thierry Henry in 2005, and he still believes in Arsène Wenger. Email: jschwartz@indyweek.com

More by Joe Schwartz

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NEWS

BLOG

On the Farm Tour: Maple View Farm Agricultural Center

POSTED APRIL 1, 2014 BY EMILY IN COMMUNITY

By Emily Buehler, Weaver Street Market Website Coordinator

With two perfectly sunny days last weekend, the 2009 Piedmont Farm Tour was certainly a success—we'll let you know the numbers when they've been tallied.



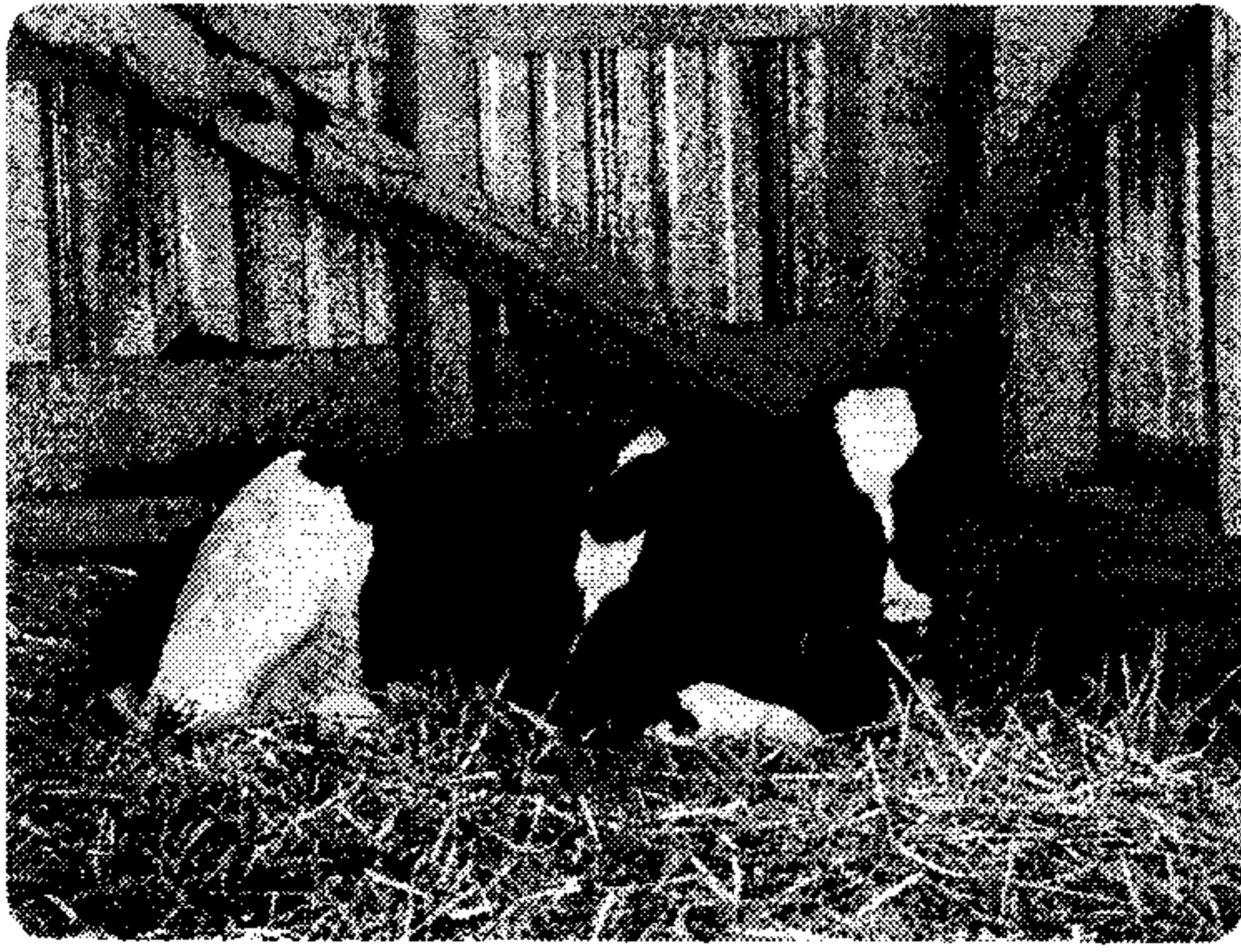
I visited the new Maple View Farm Agricultural Center, located across the



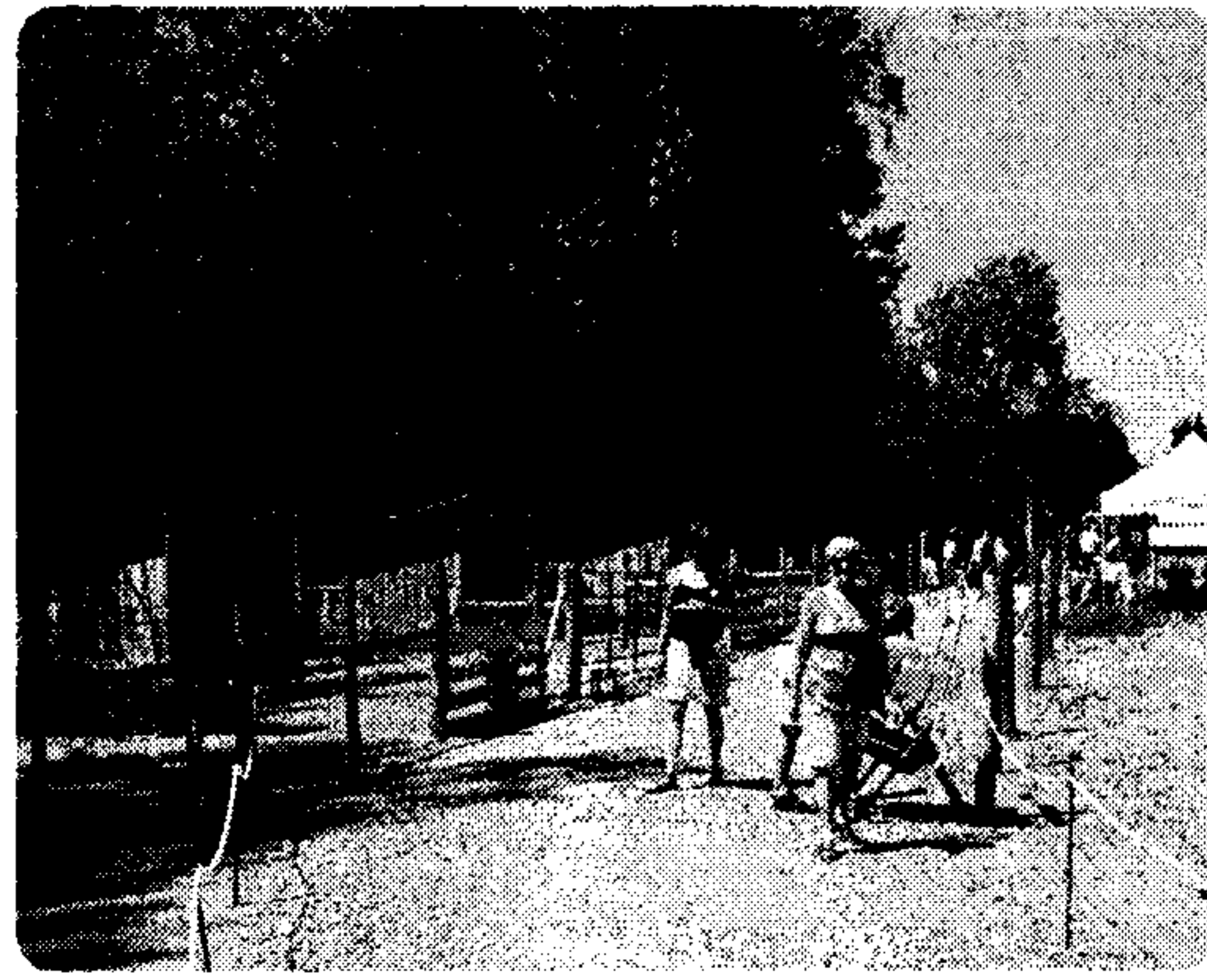
fields from the well-known Country Store on Dairyland Road between Carrboro and Hillsborough. The large red building is just a fence away from the Maple View cows grazing in their pasture. Inside the foyer, poster displays showed the milking

herd, the bottling facilities, and samples of what the cows eat in addition to grass: barley silage (with crimson clover), corn silage, grain (including ground corn and occasionally other grains) and whole cotton seed. (Maple View Farm grows its grain and grinds it on the farm.) They also had their own grass-fed beef for sale.

Down the hallway past classrooms filled with plants, dirt, and hutches of baby chickens, I exited the building to reach the animal pens: goats, pigs, a lone calf, and even a llama stood in the shade, watching the Farm Tour visitors. A shady path led to a pond where geese cruised around or preened on the bank. Newly planted gardens covered the hillside.



The new facility is an agritourism center that “encourages children and adults to experience agricultural life through hands-on experiences” and



“strives to educate its visitors about the benefits of sustainable agriculture.” During the week it will host school groups, and starting in May it will be open to the public on weekends for \$8/person. It also offers birthday party packages. To read more about the Agricultural Center and Maple View Farm’s operations, visit their website here. <http://www.mapleviewfarm.com/>

Maple View Farm milk, butter, and ice cream are available at the Farm’s Country Store and at stores across the Triangle including all three Weaver Street Market locations. The milk comes in reusable glass bottles, which require a deposit of \$1.50. (This is the same price charged to Weaver Street Market, so you can return the bottles to the Country Store without losing money.) If you’ve never had milk in glass bottles from our local dairy farm, you must give it a try.



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101 East Weaver Street
919-929-0010
Open 8 am - 9 pm

CHAPEL HILL

716 Market Street
919-929-2009
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HILLSBOROUGH

228 South Churton Street
919-245-5050
Open 8 am - 9 pm

RALEIGH

404 West Hargett Street
919-429-7800
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EXHIBIT 6

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Permit Number: CB08-00281

[Permit Details \(\)](#) | [Tab Elements \(\)](#) | [Main Menu \(\)](#)

[^ \(.multi-collapse\)](#)

Type: Building Permit - Commercial
New Construction

Status: Complete

Applied Date: 04/16/2008

Issue Date: 05/09/2008

District: Orange County

Expire Date: 01/06/2010

Valuation: \$680,823.00

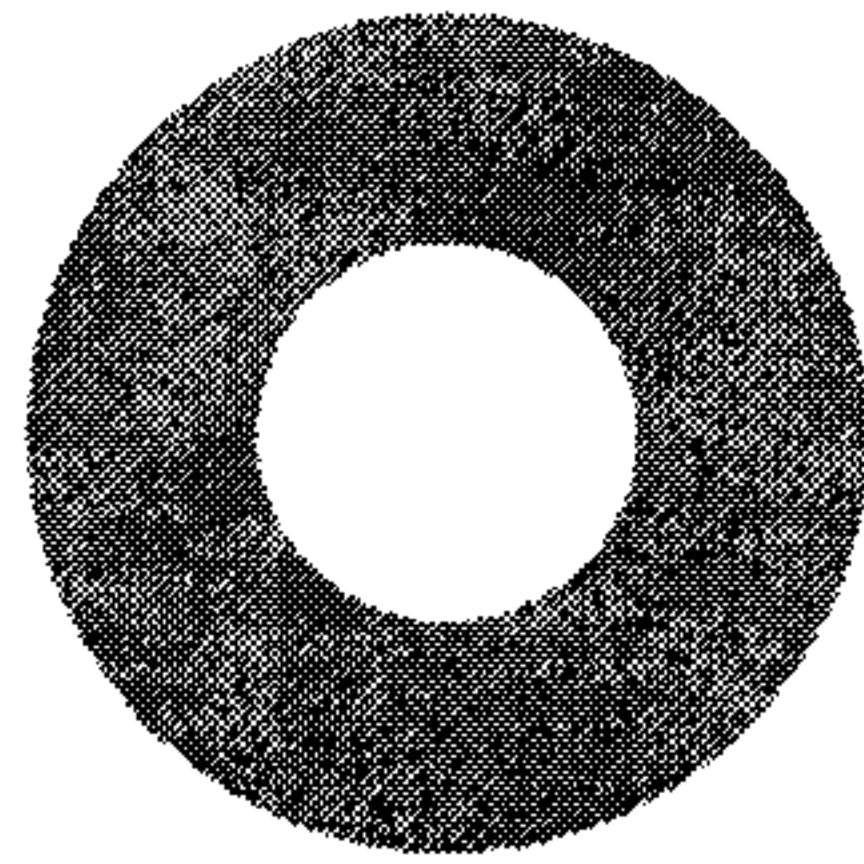
Finalized Date: 01/06/2009

Description: MAPLEVIEW EDUCATION CENTER - Mapleview Educational Center

[Summary](#) | [Locations](#) | [Fees](#) | [Inspections](#) | [Attachments](#) | [Contacts](#) | [Sub-Records](#) | [Holds](#) | [More Info](#)

[Conditions](#)

Progress



100%
Completed

- Completed
- In Progress
- Not Started

Fees

\$0.00

[View Details](#)

Workflow

required : 10/10/2008

- ✓ Building Slab L1 - Passed : 10/10/2008
- ! Mechanical Rough-In L1 - Re-inspection required : 10/13/2008
- ✓ Framing Structural L1 - Passed : 10/14/2008
- ! Building Insulation L1 - Partial approval : 10/14/2008

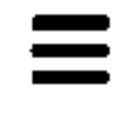
Available Actions

i
No Actions



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Permit Number: CB08-00281

[Permit Details \(\)](#) | [Tab Elements \(\)](#) | [Main Menu \(\)](#)

^ (.multi-collapse)

Type:	Building Permit - Commercial New Construction	Status:	Complete
Applied Date:	04/16/2008	Issue Date:	05/09/2008
District:	Orange County	Expire Date:	01/06/2010
		Valuation:	\$680,823.00
		Finalized Date:	01/06/2009
Description:	MAPLEVIEW EDUCATION CENTER - Mapleview Educational Center		

- [Summary](#)
 - [Locations](#)
 - [Fees](#)
 - [Inspections](#)
 - [Attachments](#)
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 - [Holds](#)
 - [More Info](#)
- [Conditions](#)

[Locations \(\)](#) | [Next Tab \(\)](#) | [Permit Details \(\)](#) | [Main Menu \(\)](#)

Locations

Sort: Main ▼

<p>Type: Location</p> <p>CITY ID: OCPL 3501 DAIRYLAND RD, Hillsborough, NC, 27278...</p> <p>Main Address <input checked="" type="checkbox"/></p> <p>Parcel Number</p> <p>9850580672</p> <p>Main Parcel <input checked="" type="checkbox"/></p> <p style="text-align: center;">Additional Info</p>	<p>Parcel Number</p> <p>9851508691</p> <p>Main Parcel <input type="checkbox"/></p> <p style="text-align: center;">Additional Info</p>	<p>Parcel Number</p> <p>9850693598</p> <p>Main Parcel <input type="checkbox"/></p> <p style="text-align: center;">Additional Info</p>
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Permit Number: CB10-00505

[Permit Details \(\)](#) | [Tab Elements \(\)](#) | [Main Menu \(\)](#)

^ (.multi-collapse)

Type: Building Permit - Commercial
Simple Trade

Status: Closed

Applied Date: 05/10/2010

Issue Date: 05/27/2010

District: Orange County

Expire Date: 12/31/2011

Valuation: \$374,064.00

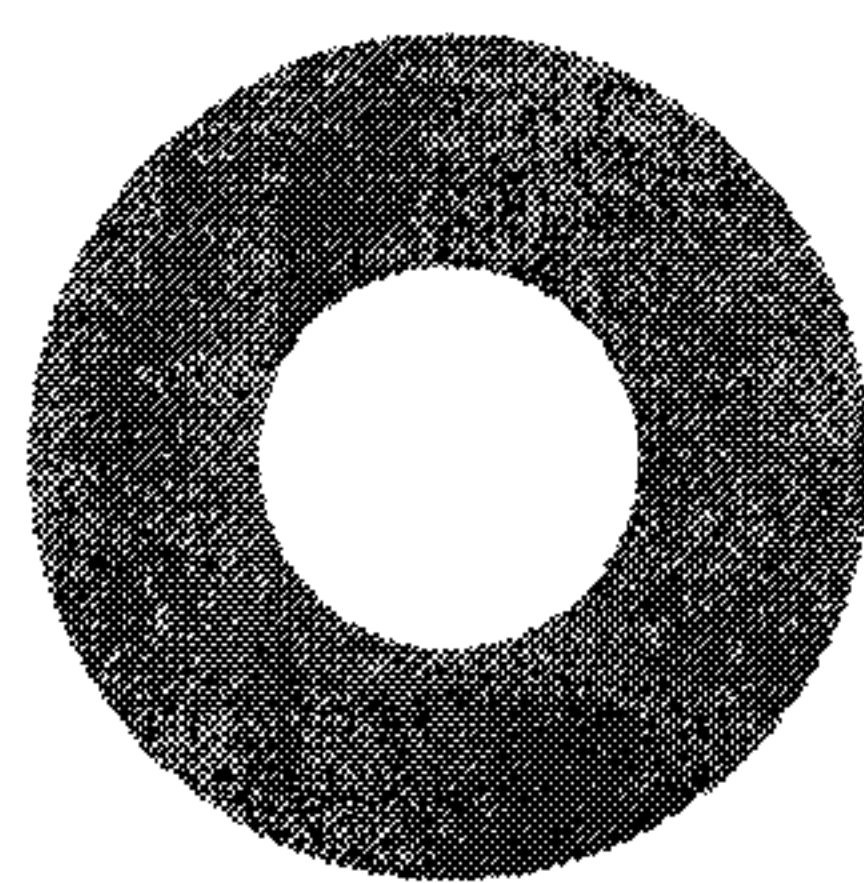
Finalized Date:

Description: install ground mount PV system w/14 arrays, (2) inverters

[Summary](#) | [Locations](#) | [Fees](#) | [Inspections](#) | [Attachments](#) | [Contacts](#) | [Sub-Records](#) | [Holds](#) | [More Info](#)

[Conditions](#)

Progress



100%
Completed

- Completed
- In Progress
- Not Started

Fees

\$0.00

[View Details](#)

Workflow

- Existing System - Not Passed
- Electrical Trench L1 - Passed : 06/17/2010
- Electrical Final L1 - Passed : 08/31/2010
- Electrical Final L1 - Canceled : 09/29/2021
- Electrical Final L1 -

Available Actions

No Actions



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Login or Register ()



Permit Number: CB10-00505

Permit Details () | Tab Elements () | Main Menu ()

^ (.multi-collapse)

Type: Building Permit - Commercial Simple Trade **Status:** Closed

Applied Date: 05/10/2010 **Issue Date:** 05/27/2010

District: Orange County **Expire Date:** 12/31/2011

Valuation: \$374,064.00

Finalized Date:

Description: install ground mount PV system w/14 arrays, (2) inverters

- Summary
 - Locations
 - Fees
 - Inspections
 - Attachments
 - Contacts
 - Sub-Records
 - Hold
 - More Info
- Conditions

Locations () | Next Tab () | Permit Details () | Main Menu ()

Locations

Sort Main

<p>Type: Location</p> <p>CITY ID: OCPL 3501 DAIRYLAND RD, Hillsborough, NC, 27278...</p> <p>Main Address <input checked="" type="checkbox"/></p> <p>Parcel Number</p> <p>9850580672</p> <p>Main Parcel <input checked="" type="checkbox"/></p> <p>Additional Info</p>	<p>Parcel Number</p> <p>9850693598</p> <p>Main Parcel <input type="checkbox"/></p> <p>Additional Info</p>	<p>Parcel Number</p> <p>9851508691</p> <p>Main Parcel <input type="checkbox"/></p> <p>Additional Info</p>
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