

STATE OF NORTH CAROLINA
ORANGE COUNTY

IN THE GENERAL COURT OF JUSTICE
SUPERIOR COURT DIVISION
25CV002097-670

TRIANGLE LAND CONSERVANCY

Plaintiff,

v.

UNION GROVE FARM, INC.; BANDIT
FARMS II, LLC; BANDIT FARMS III, LLC;
EASTWEST ORGANICS, LLC; HARPER
GRACE, LLC; MEREDITH G. SAYBE

Defendants.

**UNION GROVE FARM, INC.’S, BANDIT
FARMS II, LLC’S, BANDIT FARMS III,
LLC’S, AND HARPER GRACE, LLC’S
ANSWER, DEFENSES, AND
COUNTERCLAIMS**

NOW COME Defendants Union Grove Farm, Inc. (“Union Grove Farm”), Bandit Farms II, LLC (“Bandit Farms II”), Bandit Farms III, LLC (“Bandit Farms III”), and Harper Grace, LLC (“Harper Grace”) (collectively referred to herein as, the “Answering Defendants”), by and through undersigned counsel, to hereby provide the following Answer, Defenses, and Counterclaims to Plaintiff Triangle Land Conservancy’s (“TLC” or “Plaintiff”) Complaint (the “Complaint”):

NATURE OF THE ACTION

1. Answering Defendants admit that Plaintiff purports to bring an action regarding the terms of the Conservation Easement. Answering Defendants deny the remaining allegations in Paragraph 1.

PARTIES, JURISDICTION AND VENUE

2. Answering Defendants admit the allegations in Paragraph 2 upon information and belief.

3. Answering Defendants admit the allegations in Paragraph 3 that Union Grove Farm, Inc. operates a farm in Orange County, North Carolina. The remaining allegations in

Paragraph 3 are legal conclusions to which no response is required. To the extent a response is required, Answering Defendants deny the remaining allegations in Paragraph 3.

4. Answering Defendants admit the allegations in Paragraph 4.
5. Answering Defendants admit the allegations in Paragraph 5.
6. Answering Defendants admit the allegations in Paragraph 6 upon information and belief.
7. Answering Defendants admit the allegations in Paragraph 7.
8. Answering Defendants admit the allegations in Paragraph 8 upon information and belief.
9. Answering Defendants admit the allegation in Paragraph 9 that the Superior Court of Orange County has subject matter jurisdiction over this action.
10. Answering Defendants admit the allegations in Paragraph 10 as they relate to Answering Defendants and, as they relate to Defendants Meredith G. Sabye and EastWest Organics, LLC, Defendants admit those allegations upon information and belief.
11. Answering Defendants admit the allegations in Paragraph 11.

FACTUAL ALLEGATIONS

A. The Conservation Property¹

12. Answering Defendants admit upon information and belief that Plaintiff is a North Carolina nonprofit corporation. Answering Defendants lack sufficient knowledge or information to form a belief as to the truth of the remaining allegations in Paragraph 12 and, therefore, deny the same.

¹ Answering Defendants incorporate the headers used in Plaintiff's Complaint for ease of reference only. To the extent there are allegations contained within Plaintiff's headers, Answering Defendants deny those allegations.

13. Answering Defendants admit the allegations in Paragraph 13 as they relate to Answering Defendants and PIN numbers 9851508662, 9851714716, 9851622001. Answering Defendants admit upon information and belief the allegations in Paragraph 13 as they relate to Defendants Meredith G. Sabye and EastWest Organics, LLC.

14. Answering Defendants admit the allegations in Paragraph 14.

15. Answering Defendants admit the allegations in Paragraph 15.

16. Answering Defendants admit the allegations in Paragraph 16.

17. Answering Defendants admit the allegations in Paragraph 17.

18. Answering Defendants admit the allegations in Paragraph 18 upon information and belief.

19. The allegations in Paragraph 19 consist of legal conclusions to which no response is required. To the extent a response is required, Answering Defendants deny each and every allegation in Paragraph 19.

20. Answering Defendants admit that Union Grove Farm, Inc. is a North Carolina corporation that manages a farming operation on property that includes the Conservation Easement. Except as expressly admitted herein, Answering Defendants deny the allegations in Paragraph 20.

B. The Conservation Easement Violations.

21. The Conservation Easement is a written document that speaks for itself and is the best evidence of its contents. To the extent the allegations in Paragraph 21 conflict with the content of the Conservation Easement, Answering Defendants deny the allegations in Paragraph 21.

22. The Conservation Easement is a written document that speaks for itself and is the best evidence of its contents. To the extent the allegations in Paragraph 22 conflict with the content of the Conservation Easement, Answering Defendants deny the allegations in Paragraph 22.

23. The Conservation Easement is a written document that speaks for itself and is the best evidence of its contents. To the extent the allegations in Paragraph 23 conflict with the content of the Conservation Easement, Answering Defendants deny the allegations in Paragraph 23.

24. The Conservation Easement is a written document that speaks for itself and is the best evidence of its contents. To the extent the allegations in Paragraph 24 conflict with the content of the Conservation Easement, Answering Defendants deny the allegations in Paragraph 24.

25. The Conservation Easement is a written document that speaks for itself and is the best evidence of its contents. To the extent the allegations in Paragraph 25 conflict with the content of the Conservation Easement, Answering Defendants deny the allegations in Paragraph 25.

26. Answering Defendants lack sufficient information or knowledge to form a belief as to the allegation in Paragraph 26 that a neighbor of the Conservation Property contacted Plaintiff and, therefore, deny the same. Answering Defendants deny the remaining allegations in Paragraph 26.

27. Answering Defendants admit the allegation in Paragraph 27 that Plaintiff conducted a site visit on or around November 23, 2023. Except as expressly admitted herein, Answering Defendants deny the allegations in Paragraph 27.

28. Answering Defendants admit that a document labeled as **Exhibit B** is attached to the Complaint. The allegations set forth in Paragraph 28 purport to refer to or describe the contents of **Exhibit B**, which is a written document that speaks for itself and is the best evidence of its contents. To the extent the allegations in Paragraph 28 are inconsistent with the contents of **Exhibit**

B, Answering Defendants deny the allegations in Paragraph 28. Answering Defendants further deny that they committed any violation of the Conservation Easement.

29. Answering Defendants deny the allegations in Paragraph 29.

30. Answering Defendants lack sufficient knowledge or information to form a belief as to the truth of the allegations in Paragraph 30 and, therefore, deny the same. Answering Defendants further deny that they committed any violation of the Conservation Easement.

31. Answering Defendants admit that Plaintiff conducted a site visit on or about April 15, 2024. Except as expressly admitted herein, Answering Defendants deny the allegations in Paragraph 31.

32. Answering Defendants admit that a document labeled as **Exhibit C** is attached to the Complaint. The allegations set forth in Paragraph 35 purport to refer to or describe the contents of **Exhibit C**, which is a document that speaks for itself and is the best evidence of its contents. To the extent the allegations in Paragraph 32 are inconsistent with the contents of **Exhibit C**, Answering Defendants deny the allegations in Paragraph 32. Answering Defendants further deny that they committed any violation of the Conservation Easement.

33. Answering Defendants admit the allegations in Paragraph 33.

34. Answering Defendants admit that Plaintiff conducted a site visit on March 4, 2025. Except as expressly admitted herein, Answering Defendants deny the allegations in Paragraph 34.

35. Answering Defendants admit that a document labeled as **Exhibit D** is attached to the Complaint. The allegations set forth in Paragraph 35 purport to refer to or describe the contents of **Exhibit D**, which is document speaks for itself and is the best evidence of its contents. To the extent the allegations in Paragraph 35 are inconsistent with the contents of **Exhibit D**, Answering

Defendants deny the allegations in Paragraph 35. Answering Defendants further deny that they committed any violation of the Conservation Easement.

36. Answering Defendants specifically deny that they committed any violation of the Conservation Easement. Answering Defendants admit that their counsel sent a letter to Plaintiff denying the existence of any violations of the Conservation Easement.

37. Answer Defendants admit that a document labeled as **Exhibit E** is attached to the Complaint. The allegations set forth in Paragraph 37 purport to refer to or describe the contents of **Exhibit E**, which is a document that speaks for itself and is the best evidence of its contents. To the extent the allegations in Paragraph 37 are inconsistent with the contents of **Exhibit E**, Answering Defendants deny the allegations in Paragraph 37. Answering Defendants further deny that they committed any violation of the Conservation Easement.

38. Answering Defendants admit that a document labeled as **Exhibit F** is attached to the Complaint. The allegations set forth in Paragraph 38 purport to refer to or describe the contents of **Exhibit F**, which is a document that speaks for itself and is the best evidence of its contents. To the extent the allegations in Paragraph 38 are inconsistent with the contents of **Exhibit F**, Answering Defendants deny the allegations in Paragraph 38. Answering Defendants further deny that they committed any violation of the Conservation Easement.

39. Answering Defendants admit that Plaintiff conducted an inspection of the Conservation Property on or about May 21, 2025. Except as expressly admitted herein, Answering Defendants deny the allegations in Paragraph 39.

40. Answering Defendants admit that a document labeled as **Exhibit G** is attached to the Complaint. The allegations set forth in Paragraph 40 purport to refer to or describe the contents of **Exhibit G**, which is a document that speaks for itself and is the best evidence of its contents.

To the extent the allegations in Paragraph 40 are inconsistent with the contents of **Exhibit G**, Answering Defendants deny the allegations in Paragraph 40. Answering Defendants further deny that they committed any violation of the Conservation Easement.

41. Answering Defendants admit that Plaintiff conducted an inspection of the Conservation Property on August 6, 2025. Except as expressly admitted herein, Answering Defendants deny the allegations in Paragraph 41.

42. Answering Defendants deny the allegations in Paragraph 42.

C. The Proposed Amphitheater

43. Answering Defendants admit that a document labeled as **Exhibit H** is attached to the Complaint. The allegations set forth in Paragraph 43 purport to refer to or describe the contents of **Exhibit H**, which is a document that speaks for itself and is the best evidence of its contents. To the extent the allegations in Paragraph 43 are inconsistent with the contents of **Exhibit H**, Answering Defendants deny the allegations in Paragraph 43. Answering Defendants further state that the Conservation Easement is a written document that speaks for itself and is the best evidence of its contents. To the extent the allegations in Paragraph 43 are inconsistent with the contents of the Conservation Easement, Answering Defendants deny the same.

44. The allegations in Paragraph 44 purport to refer to or describe the contents of the Conservation Easement, which is a written document that speaks for itself and is the best evidence of its contents. To the extent the allegations in Paragraph 44 refer to or describe the contents of the Conservation Easement, Answering Defendants deny the same.

45. The allegations in Paragraph 45 purport to refer to or describe the contents of the Conservation Easement, which is a written document that speaks for itself and is the best evidence

of its contents. To the extent the allegations in Paragraph 45 refer to or describe the contents of the Conservation Easement, Answering Defendants deny the same.

46. Answering Defendants admit that on June 13, 2024, their then-legal counsel submitted a request for an advisory opinion to the Orange County Planning and Inspections Director requesting an advisory opinion that the uses described in Paragraph 45 were properly classified as “agritourism” pursuant to N.C. Gen. Stat. § 160D-903. Answering Defendants deny the allegations in Paragraph 46 that the June 13, 2024 letter requested an advisory opinion as to “agrotourism” or that the request included reference to a 2,500 square foot amphitheater.

47. Answering Defendants admit that the Orange County Planning and Inspections Director issued an advisory opinion on November 12, 2024. The November 12, 2024 Advisory Opinion is a written document that speaks for itself and is the best evidence of its contents, and the allegations in Paragraph 47 purport to describe or refer to the contents of that document. To the extent the allegations in Paragraph 47 conflict with the contents of the Advisory Opinion, Answering Defendants deny the same. Answering Defendants further deny that the Advisory Opinion addressed certain uses as “agrotourism” but states that the Advisory Opinion did address certain uses as “agritourism.”

48. Answering Defendants deny the allegations in Paragraph 48.

49. Answering Defendants deny the allegations in Paragraph 49.

50. Answering Defendants admit that Plaintiff purported to submit an appeal on December 11, 2024. Except as expressly admitted herein, Answering Defendants deny the allegations in Paragraph 50.

51. Answering Defendants lack sufficient information or knowledge to form a belief as to the allegations in Paragraph 51 and, therefore, deny the same.

52. Answering Defendants lack sufficient information or knowledge to form a belief as to the allegations in Paragraph 52 and, therefore, deny the same.

53. Answering Defendants admit that a document labeled as **Exhibit I** is attached to the Complaint. The allegations set forth in Paragraph 53 purport to refer to or describe the contents of **Exhibit I**, which is a written document that speaks for itself and is the best evidence of its contents. To the extent the allegations in Paragraph 53 are inconsistent with the contents of **Exhibit I**, Answering Defendants deny the same.

54. Answering Defendants deny the allegations in Paragraph 54.

55. The allegations in Paragraph 55 purport to refer to or describe the contents of the Conservation Easement, which is a written document that speaks for itself and is the best evidence of its contents. To the extent the allegations in Paragraph 55 are inconsistent with the terms of the Conservation Easement, Answering Defendants deny the same. Answering Defendants deny the remaining allegations in Paragraph 55.

56. Answering Defendants admit that a document labeled as **Exhibit J** is attached to the Complaint. The allegations in Paragraph 56 purport to refer to or describe the contents of **Exhibit J**, which is a written document that speaks for itself and is the best evidence of its contents. To the extent the allegations in Paragraph 56 are inconsistent with the contents of **Exhibit J**, Answering Defendants deny the same.

57. The allegations in Paragraph 57 purport to refer to or describe the contents of the Final Determination, which is a written document that speaks for itself and is the best evidence of its contents. To the extent the allegations in Paragraph 57 are inconsistent with the contents of the Final Determination, Answering Defendants deny the same.

58. The allegations in Paragraph 58 purport to refer to or describe the contents of the Final Determination, which is a written document that speaks for itself and is the best evidence of its contents. To the extent the allegations in Paragraph 58 are inconsistent with the contents of the Final Determination, Answering Defendants deny the same.

59. Answering Defendants admit the allegations in Paragraph 59.

FIRST CAUSE OF ACTION

Road 1, Road 2, and Road 3 are Unauthorized Violations and Breach the Terms of the Conservation Easement

60. Answering Defendants reallege and incorporate the responses to the allegations stated in the preceding numbered paragraphs.

61. The allegations in Paragraph 61 consist of legal conclusions to which no response is required. To the extent a response is required, Answering Defendants deny the same.

62. The allegations in Paragraph 62 purport to describe or refer to the contents of the Conservation Easement, which is a written document that speaks for itself and is the best evidence of its contents. To the extent the allegations in Paragraph 62 are inconsistent with the terms of the Conservation Easement, Answering Defendants deny the same.

63. Answering Defendants deny the allegations in Paragraph 63.

64. Answering Defendants deny the allegations in Paragraph 64.

65. Answering Defendants deny the allegations in Paragraph 65.

66. Answering Defendants deny the allegations in Paragraph 66.

67. Answering Defendants deny the allegations in Paragraph 67.

68. Answering Defendants deny the allegations in Paragraph 68.

69. Answering Defendants deny the allegations in Paragraph 69.

70. Answering Defendants deny the allegations in Paragraph 70.

71. Answering Defendants deny the allegations in Paragraph 71.
72. Answering Defendants deny the allegations in Paragraph 72.
73. Answering Defendants deny the allegations in Paragraph 73.
74. Answering Defendants deny the allegations in Paragraph 74.
75. Answering Defendants specifically deny that Plaintiff is entitled to the relief sought in Paragraph 75. Answering Defendants deny the remaining allegations in Paragraph 75.

SECOND CLAIM FOR RELIEF

Injunctive Relief – Cease Development of New Roads and Restore Road 1, Road 2, and Road 3

76. Answering Defendants reallege and incorporate the responses to the allegations stated in the preceding numbered paragraphs.

77. The allegations in Paragraph 77 purport to describe or refer to the contents of the Conservation Easement, which is a written document that speaks for itself and is the best evidence of its contents. To the extent the allegations in Paragraph 77 are inconsistent with the terms of the Conservation Easement, Answering Defendants deny the same.

78. Answering Defendants deny the allegations in Paragraph 78.
79. Answering Defendants deny the allegations in Paragraph 79.
80. Answering Defendants deny the allegations in Paragraph 80.

THIRD CLAIM FOR RELIEF

Declaratory Judgment – The Conservation Easement Prohibits the Development of the Proposed Amphitheater, and/or any Similar Use such as a Farm Stage, Outside of the Farm Envelope

81. Answering Defendants reallege and incorporate the responses to the allegations stated in the preceding numbered paragraphs.

82. The allegations in Paragraph 82 consist of legal conclusions to which no response is required. To the extent a response is required, Answering Defendants deny the same.

83. The allegations in Paragraph 83 purport to describe or refer to the Conservation Easement, which is a written document that speaks for itself and is the best evidence of its contents. To the extent the allegations in Paragraph 83 are inconsistent with the terms of the Conservation Easement, Answering Defendants deny the same.

84. Answering Defendants deny the allegations in Paragraph 84.

85. The allegations in Paragraph 85 purport to describe or refer to the Conservation Easement, which is a written document that speaks for itself and is the best evidence of its contents. To the extent the allegations in Paragraph 85 are inconsistent with the terms of the Conservation Easement, Answering Defendants deny the same.

86. Answering Defendants deny the allegations in Paragraph 86.

87. Answering Defendants deny the allegations in Paragraph 87.

88. Answering Defendants deny the allegations in Paragraph 88.

89. Answering Defendants deny the allegations in Paragraph 89.

90. Answering Defendants specifically deny that Plaintiff is entitled to the relief sought in Paragraph 90. Answering Defendants deny the remaining allegations in Paragraph 90.

FOURTH CLAIM FOR RELIEF

Declaratory Judgment – The Conservation Easement Prohibits the Development of the Proposed Amphitheater, and/or any Similar Use such as a Farm Stage, Outside of the Farm Envelope

91. Answering Defendants reallege and incorporate the responses to the allegations stated in the preceding numbered paragraphs.

92. The allegations in Paragraph 92 consist of legal conclusions to which no response is required. To the extent a response is required, Answering Defendants deny each and every allegation in Paragraph 92.

93. The allegations in Paragraph 93 purport to describe or refer to the Conservation Easement, which is a written document that speaks for itself and is the best evidence of its contents. To the extent the allegations in Paragraph 93 are inconsistent with the terms of the Conservation Easement, Answering Defendants deny the same.

94. Answering Defendants deny the allegations in Paragraph 94.

95. The allegations in Paragraph 95 purport to describe or refer to the Conservation Easement, which is a written document that speaks for itself and is the best evidence of its contents. To the extent the allegations in Paragraph 95 are inconsistent with the terms of the Conservation Easement, Answering Defendants deny the same.

96. The allegations in Paragraph 96 purport to describe or refer to the Conservation Easement, which is a written document that speaks for itself and is the best evidence of its contents. To the extent the allegations in Paragraph 96 are inconsistent with the terms of the Conservation Easement, Answering Defendants deny the same.

97. Answering Defendants deny the allegations in Paragraph 97.

98. Answering Defendants deny the allegations in Paragraph 98. Answering Defendants admit that the Proposed Amphitheater is an agritourism use.

99. Answering Defendants admit that Paragraph 99 cites a partial definition of “agritourism” as provided in N.C. Gen. Stat. § 160D-903. Answering Defendants admit that N.C. Gen. Stat. § 160D-903 defines agritourism as:

any activity carried out on a farm or ranch that allows members of the general public, for recreational, entertainment, or educational purposes, to view or enjoy

rural activities, including farming, ranching, historic, cultural, harvest-your-own activities, hunting, fishing, equestrian activities, or natural activities and attractions. A building or structure used for agritourism includes any building or structure used for public or private events, including, but not limited to, weddings, receptions, meetings, demonstrations of farm activities, meals, and other events that are taking place on the farm because of its farm or rural setting.

100. The allegations in Paragraph 100 purport to describe or refer to the contents of the Final Determination, which is a written document that speaks for itself and is the best evidence of its contents. To the extent the allegations in Paragraph 100 conflict with the contents of the Final Determination, Answering Defendants deny the same.

101. The allegations in Paragraph 101 purport to describe or refer to the contents of the Final Determination, which is a written document that speaks for itself and is the best evidence of its contents. To the extent the allegations in Paragraph 101 conflict with the contents of the Final Determination, Answering Defendants deny the same.

102. Answering Defendants deny the allegations in Paragraph 102.

103. Answering Defendants deny the allegations in Paragraph 103.

104. Answering Defendants specifically deny that Plaintiff is entitled to the relief sought in Paragraph 104. Answering Defendants deny the remaining allegations in Paragraph 104.

FIFTH CLAIM FOR RELIEF

Preliminary and Permanent Injunctive Relief – Prohibiting the Development of the Proposed Amphitheater

105. Answering Defendants reallege and incorporate the responses to the allegations stated in the preceding numbered paragraphs.

106. The allegations in Paragraph 106 consist of legal conclusions to which no response is required. To the extent a response is required, Answering Defendants deny each and every allegation in Paragraph 106.

107. Answering Defendants deny the allegations in Paragraph 107.
108. Answering Defendants deny the allegations in Paragraph 108.
109. Answering Defendants deny the allegations in Paragraph 109.
110. Answering Defendants deny that Plaintiff is entitled to the relief sought in Paragraph 110. Answering Defendants deny the remaining allegations in Paragraph 110.
111. Answering Defendants deny that Plaintiff is entitled to the relief sought in Paragraph 111.

Any allegations not specifically admitted herein, including the Prayer for Relief and all subparts, are denied.

AFFIRMATIVE AND OTHER DEFENSES

Answering Defendants, having answered the allegations in the Complaint, hereby set forth their affirmative and additional defenses to Plaintiff's allegations and claims as follows:

MOTION TO DISMISS

Plaintiff's Complaint fails to state a claim upon which relief can be granted as to Defendant Harper Grace, LLC. Plaintiff's Complaint seeks declaratory and injunctive relief related to three purported violations of the Conservation Easement, but it fails to allege any facts that would tie the purported Conservation Easement violations to Harper Grace or its property that is subject to the Conservation Easement. Plaintiff's Complaint likewise seeks declaratory relief related to potential construction in the Conservation Property, but it fails to allege any facts that would tie the proposed construction to Harper Grace or its property that is subject to the Conservation Easement.

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 Answering Defendant's ownership of the Conservation Property and Plaintiff's agreement to expand the Farm Envelope.

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 will cause it immediate and irreparable harm.

THIRD DEFENSE

Plaintiff's claims are barred, in whole or in part, by the doctrine of waiver and the equitable doctrine of laches. The Conservation Easement has been in place continuously since the 1990s. During that time and prior to the transfer to Union Grove Farms' operation in the Conservation Property, the previous owner built roads and made certain improvements to the land that Plaintiff now complains of as violative of the terms of the Conservation Easement. Answering Defendants have been prejudiced by Plaintiff's selective enforcement and failure to enforce the purported terms of the Conservation Easement for over 30 years since the initial creation of the Conservation Easement. Among other things, 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 Answering Defendants.

FOURTH DEFENSE

Plaintiff's claims are barred, in whole or in part, by the applicable terms set forth in the Conservation Easement.

FIFTH DEFENSE

Answering Defendants hereby give notice that they intend to rely upon any other defense that may become available or appear during the proceedings in this case and hereby reserve their rights to amend the Answer and Defenses to assert any such defense.

COUNTERCLAIMS

NOW COME Counterclaim Plaintiffs Union Grove Farm, Inc. ("UGF"), Bandit Farms II, LLC ("Bandit Farms II") and Bandit Farms III, LLC ("Bandit Farms III"), by and through the undersigned counsel and hereby complain and allege of Counterclaim Defendant Triangle Land Conservancy ("TLC") as follows:

NATURE OF THE ACTION

Union Grove Farm is a working regenerative farm committed to regenerative agricultural practices and the preservation and restoration of agricultural land in rural North Carolina. Union Grove Farm began operating in 2014 and in 2021 purchased what was previously known as Maple View Farm from the Nutter family. The property where Union Grove Farm now operates has been the subject of a Conservation Easement since 1995, which was entered into by TLC and the Nutter family.

Union Grove Farm and, in theory, TLC are both committed to the preservation and restoration of North Carolina agricultural land. With those shared goals in mind, UGF developed plans to share its passion for regenerative agriculture with its neighbors and surrounding community, all with a view of the farm's unique landscape. In order to effectuate these plans with

TLC's cooperation, UGF asked TLC to expand an existing "Farm Operations Envelope" under the Conservation Easement, a small section of the Union Grove Farm property where UGF has greater rights to build buildings and structures under the Conservation Easement. TLC, presumably understanding that UGF's plans were a good thing for local agriculture, agreed and shared in writing that TLC's Board of Directors had approved the request.

TLC soon backtracked. When Union Grove Farm's neighbors started to learn more about UGF's plans, they coordinated community efforts to vocalize their opposition, which were picked up by local news sources. TLC heard that opposition and changed course, attempting to withdraw its agreement to expand the Farm Envelope. TLC did so, not because it wanted to enforce the Conservation Easement terms (which it historically ignored, allowing Mr. Nutter to repeatedly commit what TLC now calls violations of the easement) but because it felt the pressure put on it by neighboring property owners. TLC no longer was thinking about agriculture in rural North Carolina; it was thinking about its own reputation. This lawsuit is TLC's attempt to save face.

JURISDICTION

1. UGF is a North Carolina corporation that manages a farming operation in Orange County, North Carolina.
2. Bandit Farms II is a North Carolina limited liability company that owns property in Orange County, North Carolina.
3. Bandit Farms III is a North Carolina limited liability company that owns property in Orange County, North Carolina.
4. Upon information and belief, TLC is a North Carolina nonprofit corporation that does business in Orange County, North Carolina.

5. The Court has personal jurisdiction over TLC pursuant to N.C. Gen. Stat. § 1-75.4 because TLC is a domestic nonprofit corporation engaged in substantial activity within North Carolina.

6. The Superior Court Division of the North Carolina General Courts of Justice has subject matter over this action pursuant to N.C. Gen. Stat. §§ 7A-240 and 7A-243 as UGF, Bandit Farms II, and Bandit Farms III seek damages from TLC in excess of \$25,000.

7. Venue in this case is proper in Orange County, North Carolina pursuant to N.C. Gen. Stat. § 1-76 because the property that is the subject of this litigation is located in Orange County.

8. This action is brought within all applicable statutes of limitation and repose, and all conditions precedent, whether contractual, statutory, otherwise, have occurred or have been met, performed, or waived.

FACTUAL BACKGROUND

9. Bandit Farms II is the record owner of the real property located in Orange County, North Carolina with Parcel ID number 9851714716.

10. Bandit Farms III is the record owner of real property located in Orange County, North Carolina with Parcel ID number 9851622001.

11. UGF leases the property belonging to Bandit Farms II and Bandit Farms III with Parcel ID numbers 9851714716 and 9851622001. UGF uses those parcels of land, together with other adjacent parcels, to operate its farm called “Union Grove Farm.”

12. The Union Grove Farm property is currently subject to a Grant of Conservation Easement and Development Rights dated December 28, 1995, which grants to Triangle Land

Conservancy a conservation easement in a portion of the Union Grove Farm property (the “Conservation Easement”).

13. A true and accurate copy of the Conservation Easement is attached hereto as **Exhibit A**. The property subject to the Conservation Easement is referred to herein as the “Conservation Property.”

14. Prior to 2022, the Conservation Property was owned by Mr. Robert P. Nutter and Mrs. Aubrey C. Nutter. Mr. and Mrs. Nutter granted to TLC the Conservation Easement at issue on or around December 28, 1995 as is reflected in **Exhibit A**.

15. Mr. Nutter operated Maple View Farm and Milk Company (“Maple View Farm”) on property subject to the Conservation Easement for multiple decades.

16. The Conservation Easement restricts the construction of buildings or other structures outside of the designated “Farm Operations Envelope,” (the “Farm Envelope”) which is defined in Exhibit B of the Conservation Easement.

17. The Farm Envelope represents a small section of the Conservation Property where buildings and structures may be erected so long as they satisfy other terms of the Conservation Easement. The Conservation Easement otherwise prohibits the construction of buildings outside of the Farm Envelope.

18. The Conservation Easement also restricts the construction of roads, noting that no portion of the property subject to the Conservation Easement shall be paved or otherwise covered with non-permeable paving material, which specifically excludes gravel.

19. While Mr. Nutter owned the land subject to the Conservation Easement that he granted to TLC, Mr. Nutter took multiple actions that would constitute a violation of the

Conservation Easement according to TLC's analysis of the Conservation Easement in this litigation.

20. These violations include constructing an open cattle barn outside of the Farm Envelope and constructing unpaved "roads" outside of the Farm Envelope.

21. Upon information and belief, TLC made no effort to remedy apparent violations of the Conservation Easement committed by Mr. Nutter when he owned the Conservation Property and operated Maple View Farm there.

22. Mr. Nutter passed away in 2018, but his family continued to operate Maple View Farm until 2021. In 2021, Mr. Nutter's family closed Maple View Farm.

23. After Maple View Farm closed, Mr. Nutter's family made the decision to sell the land that the Nutter family had used to operate Maple View Farm.

24. In 2022, multiple entities purchased the parcels of land that had previously constituted Maple View Farm and were subject to the Conservation Easement for purposes of expanding a neighboring farm operation, Union Grove Farm.

25. UGF now leases those parcels of land for purposes of operating Union Grove Farm on the Conservation Property.

26. UGF and Union Grove Farm was founded by Greg Bohlen, a fifth-generation farmer who grew up on his family's farm in Illinois.

27. Throughout his adulthood, Mr. Bohlen worked in the banking and finance industries. Then, in 2015, Mr. Bohlen decided to return to his farming roots and began Union Grove Farm.

28. Union Grove Farm is a regeneratively-focused farm and vineyard that utilizes organic, ecologically-driven practices that allow the farm to revitalize soil health and enhance biodiversity.

29. Union Grove Farm is currently the third largest vineyard in North Carolina and the only certified regenerative table grape vineyard in the world.

30. Part of UGF's farm operation is its Center for Regenerative Agriculture—an education center and demonstration farm intended to provide support to the farming and agriculture community in the area—as well as a compost and vermiculture lab.

31. Union Grove Farm is also home to over 400 Katahdin sheep, which are used for sustainable and effective vegetation management.

32. UGF's mission is to promote regenerative agriculture and to preserve and restore farmland in the face of declining agricultural acreage in Orange County. As part of that mission, UGF is committed to educating the public regarding the essential role regenerative farming plays for future generations.

33. In support of UGF's regenerative agriculture and related education goals, the farm offers opportunities for community members to visit and tour the farm where they can learn about regenerative agriculture practices, view the vineyards, and see the Katahdin sheep.

34. UGF has developed plans for continued agricultural development with its goals of regenerative agriculture and education in mind. Some of these plans include the construction of buildings or other structures.

35. Since 2022, UGF has operated the farm consistently with all requirements and restrictions included in the Conservation Easement, and it has designed its operation and development to comply with the Conservation Easement.

36. The Conservation Easement prohibits construction of buildings and structures outside of the Farm Envelope. It permits such construction within the Farm Envelope provided the construction complies with terms of the Conservation Easement.

37. In order to ensure compliance with the Conservation Easement, Mr. Bohlen on behalf of UGF approached TLC to request that TLC agree to expand the existing Farm Envelope such that UGF would have an expanded area in which it could construct buildings or structures.

38. As part of TLC's consideration of that request, TLC visited the farm on or about February 15, 2025 to learn more about UGF's plans, including the details regarding what part of the Farm Envelope would be expanded and by how much.

39. During the February 15, 2025 site visit, four individuals on behalf of TLC walked through the farm and were able to see the boundaries of the existing Farm Envelope and the proposed expanded Farm Envelope.

40. During the February 15, 2024 site visit, TLC was able to see first-hand the farming operation and to learn more about UGF's plans to create additional opportunities for community members and neighbors to engage with the farm, including the specific structures and buildings that were part of UGF's plans.

41. During the February 15, 2024 site visit, Ms. Hannah Royal, Stewardship Manager of TLC took GPS coordinates of the existing Farm Envelope and proposed expanded Farm Envelope.

42. On or around March 18, 2024, Ms. Royal notified UGF in writing via email that TLC's Board of Directors had approved UGF's request that the Farm Envelope be expanded from 10 acres to 15 acres, in return for UGF's extinguishment of its existing rights to construct two

single family homes within the Conservation Property. A true and accurate copy of this written acceptance is attached hereto as **Exhibit B**.

43. Ms. Royal, on behalf of TLC, provided an image of the updated Farm Envelope boundaries when she notified UGF that TLC's Board of Directors had approved the request to expand the Farm Envelope.

44. Ms. Royal's email notifying UGF that its proposal had been approved was signed with Ms. Royal's electronic email signature, which included her name and position with TLC.

45. As of March 18, 2024, UGF and TLC had a contract by which TLC agreed to expand the size of the Farm Envelope by five acres and according to the image Ms. Royal provided in exchange for UGF's extinguishment of two severable parcels within the Conservation Property.

46. Following their agreement to expand the Farm Envelope, TLC and UGF continued to collaborate and confirm details of their agreement to expand the Farm Envelope.

47. Then, despite TLC's written agreement to expand the Farm Envelope, TLC soon began indicating that it did not intend to honor the agreement made on March 18, 2024.

48. UGF initially could not understand why TLC appeared to be backing out of its agreement to expand the Farm Envelope despite the clear and definitive nature of Ms. Royal's email informing UGF that the request to expand the Farm Envelope had been approved.

49. UGF subsequently realized that, around the same time that TLC agreed to expand the Farm Envelope, the farm's neighbors and surrounding community members became aware that a public hearing would be held in March 2024 to discuss Union Grove Farm and UGF's future plans.

50. Upon information and belief, once neighbors became aware of the upcoming community meeting, a flurry of discussion began among them. As the neighbors discussed what they believed UGF's plans would be, they became united that they would oppose those plans.

51. Upon information and belief, neighbors of the farm and the surrounding community's members were concerned about the impact of UGF's plans for further enhancing the farm, although they did not have details regarding UGF's plans.

52. Upon information and belief, some of these concerns included potential sound and light pollution, as well as traffic problems, which UGF, knowing the full scale of its plans for the farm, does not believe will prove to be issues in the future.

53. Upon information and belief, as part of the neighbors' efforts to mobilize against UGF and the farm, they formed opposition groups such as "Defend Maple View."

54. These opposition efforts include creating a website (www.defendmapleviewcommunity.com), which, upon information and belief, is hosted by the "Defend Maple View" community group.

55. Upon information and belief, community members and neighbors of the farm shared their opposition with TLC who, unbeknownst to the opposing neighbors, had already agreed to expand the Farm Envelope, which would ultimately aid UGF in executing the very plans that the neighbors were now complaining of.

56. TLC, now aware of the public discussion taking place about UGF and the farm, opted to change course by also opposing UGF's plans for the farm and attempting to withdraw its agreement to expand the Farm Envelope.

57. TLC, despite simply being tasked with enforcing the Conservation Easement, then became a mouthpiece for the neighbors and community members who sought to oppose UGF and the farm.

58. In fact, the Defend Maple View website includes a “Statement by Triangle Land Conservancy,” in which TLC acknowledges the “outpouring of public support” to enforce the Conservation Easement.

59. This statement is in stark contrast to TLC’s previous agreement to expand the Farm Envelope such that UGF could pursue its plans for the farm.

60. As public discussion regarding the farm increased, TLC continued to pull away from its agreement to expand the Farm Envelope.

61. Then, on April 17, 2024, TLC suddenly and without provocation issued a Notice of Violation of the Conservation Easement, identifying an existing road within the Conservation Property as having been constructed in violation of the Conservation Easement.

62. Tellingly, though, the road complained of in the April 17, 2024 Notice of Violation existed and was visible on February 15, 2024 when TLC made the site visit that ultimately led to the agreement to expand the Farm Envelope.

63. In fact, the road at issue in the April 17, 2024 Notice of Violation existed long before the February 15, 2024 site visit. The road existed and had been used by Mr. Nutter while he was the owner of the property subject to the Conservation Easement.

64. Yet, upon information and belief, TLC made no effort to remedy what it now posits is a violation of the Conservation Easement while Mr. Nutter owned the Conservation Property.

65. TLC likewise made no effort to remedy the purported violation, which had existed since Union Grove Farm purchased the property and at the time of the February 15, 2024 site visit, until shortly after TLC agreed to expand the Farm Envelope.

66. Eventually, neighbors' opposition efforts were picked up by local news organizations, including an August 18, 2025 article by WUNC North Carolina Public Radio in which a neighbor of Union Grove Farm is quoted as saying, "So, there's a kind of a certain rural way of life here, and if anything threatens that way of life...we fight[.]"

67. Related news articles were also published in the News & Observer, Triangle Business Journal, and WRAL News.

68. As public attention on UGF and the farm increased, so did TLC's insistence that no agreement existed to expand the Farm Envelope despite the clear email from Ms. Royal to the contrary confirming the agreement to expand the Farm Envelope.

69. For example, on or around October 14, 2024, TLC's counsel suggested to UGF's counsel that, although preliminary discussions had taken place about amending the easement, no formal agreement was memorialized.

70. Upon information and belief, TLC attempted to withdraw its agreement to expand the Farm Envelope in order to save face in light of community pressure about UGF and the farm.

71. Upon information and belief, being further influenced by neighbors of the farm, TLC filed this action on Friday, August 15, 2025.

72. By the following Monday, August 18, 2025, multiple news sources were already reporting stories regarding the lawsuit, some of which included statements by Ms. Sandy Sweitzer, executive director of TLC regarding the litigation.

73. Rather than leave interpretation of the Conservation Easement to the Court, Ms. Sweitzer engaged in media campaign where she disseminated demonstrably false information about UGF and Union Grove Farm.

74. For example, Ms. Sweitzer stated to WRAL on or about August 21, 2025 that, “[W]e’ve never had a situation where somebody has repeatedly violated the terms of the easement and also . . . tried to build a, you know, Red Hat Amphitheater in the middle of a farm that has an easement on it. . . . We hold 180 easements across about 8,000 acres in the Triangle and have never had this kind of antagonistic experience before.”

75. Upon information and belief, Red Hat Amphitheater has approximately 5,990 seats. UGF has never proposed or suggested that it would construct any building or structure anywhere on the Conservation Property that would even approach 5,990 seats.

76. With respect to Ms. Sweitzer’s statement that UGF has been “antagonistic,” UGF has cooperated with TLC since it purchased the Conservation Property, and it has openly shared its plans for the farm with TLC. UGF and TLC continued to cooperate through TLC’s agreement to extend the Farm Envelope. It was TLC, not UGF, that attempted to withdraw from that agreement. Although Ms. Sweitzer’s feelings of antagonism may be real, the source of that antagonism is the coalition between TLC and Union Grove Farm’s neighbors. UGF has played no part in any perceived antagonism.

77. After filing suit, leaving it to this Court to interpret the Conservation Easement, Ms. Sweitzer engaged in a media campaign

78. Upon information and belief, TLC views this litigation as part of a public relations campaign in which it seeks to preserve its reputation in the face of public concern regarding Union Grove Farm while disregarding its contractual obligations to UGF.

79. TLC's denial of the agreement to expand the Farm Envelope caused long-term harm related to UGF's plans for the farm, which are designed to educate the surrounding community and restore farmland in the area.

80. In addition, TLC's denial of the agreement to expand the Farm Envelope caused monetary harm to UGF almost immediately.

81. UGF has stopped work that it began in reliance on TLC's agreement to expand the Farm Envelope and has suffered damages as a result.

82. By way of example and not limitation, UGF previously was offered a significant amount of free dirt to use in relation to its plans within the expanded Farm Envelope. As a result of TLC's refusal to honor its agreement to expand the Farm Envelope and related insistence that UGF stop any work within the Conservation Property, UGF could not accept the free dirt and will have to later purchase replacement dirt to effectuate plans, resulting in damages in excess of \$25,000.

83. By way of example, UGF expended a significant amount of money to clean out a farm pond that existed on the property for many decades. After the time and expense associated with cleaning the pond, UGF began work in the Conservation Property based on TLC's agreement to expand the Farm Envelope. As a result of TLC's refusal to honor its agreement to expand the Farm Envelope and related insistence that UGF stop any work within the Conservation Property, UGF had to leave dirt and other materials on its property. These materials have seeped into the previously cleaned pond, resulting in damages to UGF, which now has to undergo the same process and expense of cleaning the farm pond.

FIRST CLAIM FOR RELIEF
(Breach of Contract & Specific Performance)

84. UGF, Bandit Farms II, and Bandit Farms III reallege and incorporate the allegations stated in the preceding numbered paragraphs.

85. UGF requested that TLC agree to expand the existing Farm Envelope in the Conservation Easement by five acres in exchange for UGF's extinguishment of existing severable parcels on its property subject to the Conservation Easement.

86. TLC accepted the proposal in a signed writing dated March 18, 2024.

87. At the time that TLC accepted the proposal, it provided a drawing which reflected the location of the expanded Farm Envelope.

88. As a result of TLC's written acceptance of UGF's proposal, TLC and UGF entered into a contract pursuant to which TLC was required to expand the Farm Envelope in exchange for UGF's extinguishment of existing rights to construct two single family homes on the Conservation Property.

89. TLC subsequently denied that any agreement to expand the Farm Envelope existed despite TLC's signed writing confirming that it had approved UGF's request to expand the Farm Envelope.

90. UGF is ready, able, and willing to comply with its obligations under the agreement to expand the Farm Envelope by extinguishing its existing rights to construct two single family homes within the Conservation Easement property.

91. TLC is able to perform its contractual obligations under the agreement to expand the Farm Envelope by working with UGF to finalize and sign an amendment to the Conservation Easement.

92. TLC has breached the agreement to expand the Farm Envelope by taking the position that no such agreement exists and by refusing to effectuate the Conservation Easement amendment that it has agreed to.

93. Specific performance is appropriate because no adequate legal remedy exists, and UGF, Bandit Farms II, and Bandit Farms III may not obtain an adequate substitute for the performance promised by TLC of expanding the Farm Envelope.

SECOND CLAIM FOR RELIEF
(Breach of Contract & Money Damages)

94. UGF realleges and incorporates the allegations stated in the preceding numbered paragraphs.

95. As addressed above, UGF and TLC had an agreement whereby TLC agreed to expand the existing Farm Envelope in exchange for UGF's extinguishment of two severable parcels within the Conservation Property.

96. TLC subsequently breached the agreement and denied that any agreement to expand the Farm Envelope existed despite TLC's signed writing confirming that it had approved UGF's request to expand the Farm Envelope.

97. As a result of TLC's breach of the agreement to expand the Farm Envelope, UGF suffered damages in excess of \$25,000 in an amount to be proven at trial.

98. These damages include but are not limited to damages related to UGF's inability to accept free dirt donations and the necessity that it clean a previously cleaned farm pond on its property due to TLC's insistence that all work stop within the Construction Activity.

JURY DEMAND

UGF, Bandit Farms II, and Bandit Farms III hereby demand a trial by jury on all issues so triable.

PRAYER FOR RELIEF

WHEREFORE, UGF, Bandit Farms II, and Bandit Farms III respectfully pay for the following relief:

1. That the Court award UGF, Bandit Farms II, and Bandit Farms III specific performance of the agreement to expand the Farm Envelope;
2. That the Court award UGF, Bandit Farms II, and Bandit Farms III the damages they sustained as a result of TLC's breach of the agreement to expand the Farm Envelope;
3. That the Court award UGF, Bandit Farms II, and Bandit Farms III costs and attorneys' fees as allowed by law; and
4. That the Court award UGF, Bandit Farms II, and Bandit Farms III all additional relief the Court deems just and proper.

This the 22nd day of September 2025.

WYRICK ROBBINS YATES & PONTON LLP

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*ATTORNEYS FOR UNION GROVE FARM,
INC.; BANDIT FARMS II, LLC; BANDIT
FARMS III, LLC; and HARPER GRACE, LLC*

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a copy of the foregoing **UNION GROVE FARM, INC.'S, BANDIT FARMS II, LLC'S, BANDIT FARMS III, LLC'S, AND HARPER GRACE, LLC'S ANSWER, DEFENSES, AND COUNTERCLAIMS** was served this day upon the following counsel of record via the Court's electronic filing and service system and via e-mail as follows:

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This the 22nd day of September 2025.

WYRICK ROBBINS YATES & PONTON LLP

/s/ Samuel A. Slater _____
Samuel A. Slater

Prepared by and return to
Michael Parker

BOOK 1421 PAGE 151

Tax Parcel ID# _____

6.13.10
9851-61-2652 *ay*

MAPLEVIEW FARM EASEMENT

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 28th 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 Maplevue 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 Maplevue 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 Maplevue 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:

with a copy to :

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

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

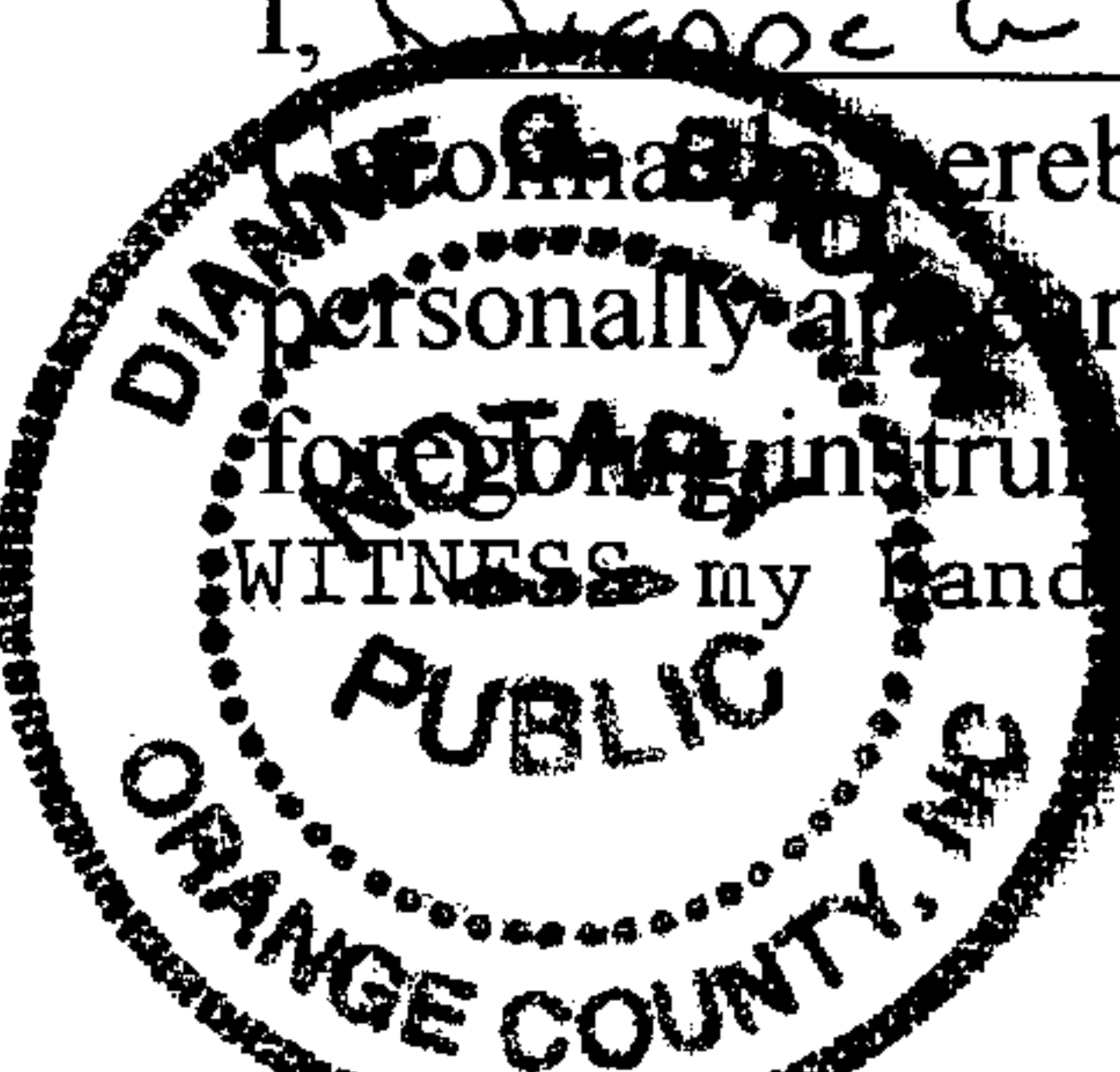
(Corporate Seal)

NORTH CAROLINA

Orange COUNTY

I, Dianne 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.



Dianne G. Brown
Notary Public (SEAL)

My commission expires: 10-1-1997

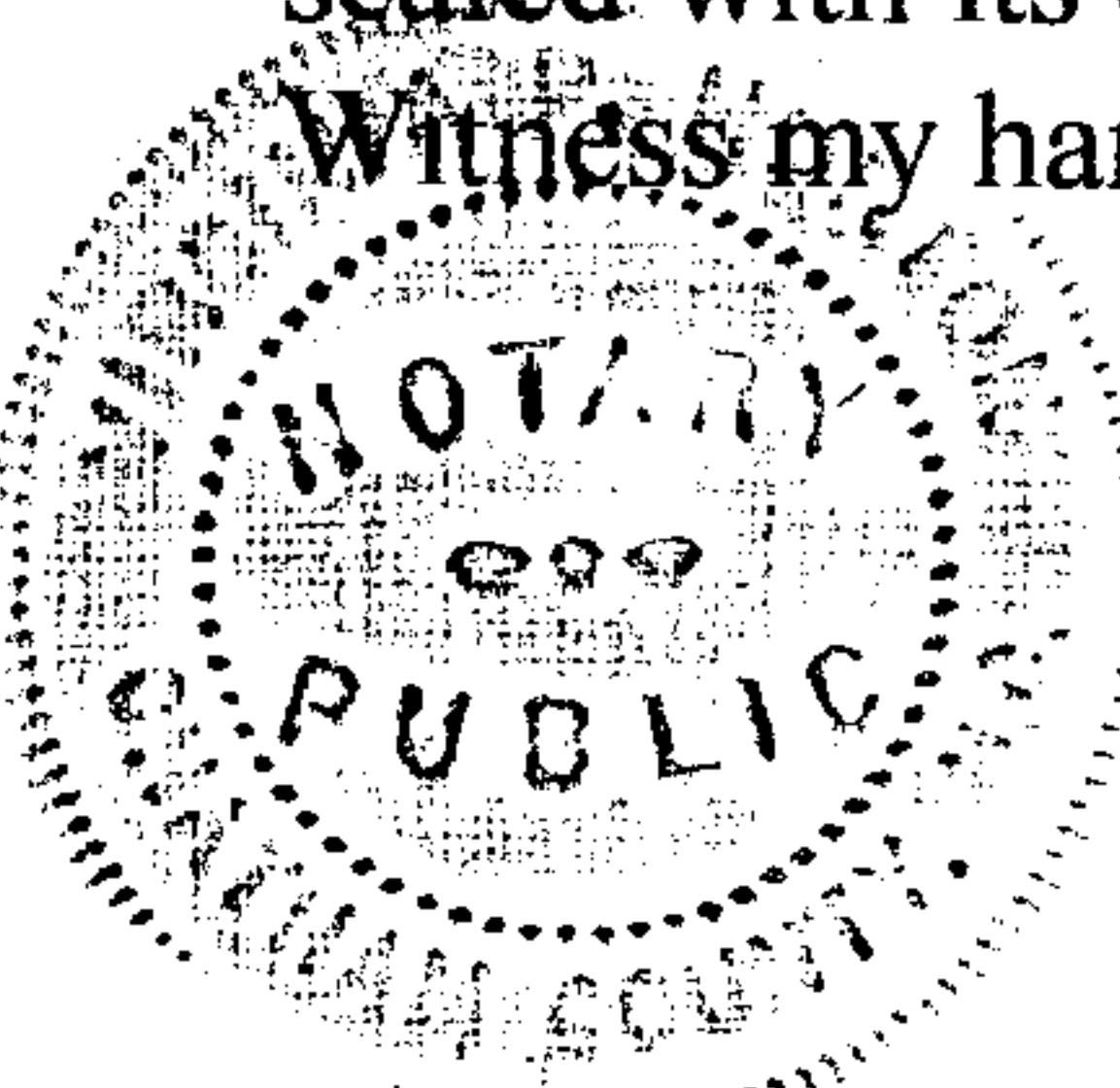
P.R.
Jury
P.M.

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,

~~XXXXXX~~ 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: _____

Betty June Hayes, Register of Deeds
By: Priscilla O. Mize
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° 36' 00" West 819.20 feet; North 00° 42' 51" West 388.91 feet; North 03° 03' 23" West 756.40 feet and North 18° 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° 14' 21" West 562.53 feet to an iron stake; thence continuing with the southern line of Lot 7-R North 81° 58' 02" West 204.26 feet to an iron stake; running thence North 76° 52' 50" West 270.54 feet to an iron stake; running thence South 05° 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° 02' 21" East 213.88 feet to a point in the center of a pond; running thence South 09° 30' 56" West 262.59 feet to a point in the center of a pond; running thence South 09° 37' 03" East 344.44 feet to a point in the center of a pond; running thence South 25° 14' 18" West 294.78 feet to a point in the center of a pond; running thence South 74° 38' 29" East 132.58 feet to an iron stake; running thence South 15° 21' 31" West 200.00 feet to an iron stake; running thence North 74° 38' 29" West 132.58 feet to a point in the center of a pond; running thence South 05° 28' 43" West 457.86 feet to a point in the center of a pond; running thence South 82° 01' 11" East 124.37 feet to an iron stake; running thence South 07° 58' 49" East 200.00 feet to an iron stake; running thence North 82° 01' 11" West 124.37 feet to an iron stake; running thence South 10° 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° 22' 43" East 97.72 feet; North 72° 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° 07' 32" East 297.98 feet and North 60° 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.

re\nut.23

Attachments: [image001.png](#)
[adjustedenvelope_Feb24.pdf](#)
[Union Grove Lamb NDT Results\[59\].pdf](#)

From: Hannah Royal <hroyal@triangleland.org>
Date: Monday, March 18, 2024 at 10:31 AM
To: 'Greg Bohlen' <g@ugvp.com>, 1meresay@gmail.com <1meresay@gmail.com>
Cc: Sandy Sweitzer <ssweitzer@triangleland.org>, Robert Howes <rhowes@triangleland.org>, Matt Rutledge <mrutledge@triangleland.org>
Subject: RE: Draft: Conservation Easement Updates

Hello, Greg and Meredith

I wanted to update you regarding the TLC conservation easement on your property.

- The TLC board has approved adjusting the farming envelope from 10 acres to 15 acres in return for you extinguishing the remaining two severable parcels on site and being allowed to keep the **unpaved** road.
- TLC has consulted with our attorney and they are recommending that we do an amendment and restatement of the easement. This will bring the conservation easement up to current standards and communicate the terms more clearly for everyone involved moving forward. All landowners involved in the property will need to agree and sign the updated easement.
- **The next step in the process will be you hiring a surveyor to map out and mark the updated envelope boundaries.** We ask that someone from TLC be present on site for this.
- Once these steps are completed the site will need an appraisal. This must be done before the updated easement can be closed.

As stated in the TLC amendment policy that Bo sent you a while back, the costs of this process are on the landowner to cover. This includes the attorney fees for TLC, survey, appraisal, and TLC staff time.

I am attaching a rough visualization of the updated envelope boundaries for your review.

Let us know if you have any questions about any of this.



Regards,
Hannah Royal



Hannah Royal
Stewardship Manager
P.O. Box 1848, Durham, NC 27702-1848
hroyal@triangleland.org / 423-329-4226
www.triangleland.org |

Enjoy TLC's [nature preserves](#) offering 53 miles of trails but remember, if you're visiting Brumley or Williamson Preserves, please check www.triangleland.org for any weather-related trail closures or visit Triangle MTB [here](#). Connect with us on social media: [Facebook](#) | [LinkedIn](#) | [Instagram](#) | [Explore TLC](#)

Union Grove Farms Envelope Adjustments

N

Road is
boundary of
envelope

- Adjusted Envelope (~15 acres)
- Existing Agricultural Envelope (10 acres)
- Road (approximate)
- Easement Boundary

0 25 50 100 150 200
US Feet