

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.

**PLAINTIFF'S MEMORANDUM OF
LAW IN OPPOSITION TO EASTWEST
ORGANICS, LLC'S MOTION TO
DISMISS**

NOW COMES Plaintiff Triangle Land Conservancy ("TLC"), by and through undersigned counsel, and hereby submits the following Memorandum of Law in Opposition to EastWest Organics, LLC's ("EastWest's") Motion to Dismiss pursuant to Rules 12(b)(1) and 12(b)(6) of the North Carolina Rules of Civil Procedure.

FACTUAL & PROCEDURAL BACKGROUND

This matter relates to the interpretation and enforcement of a Grant of Conservation Easement and Development Rights (the "Conservation Easement") located on what is now known as Union Grove Farm in Orange County. The Conservation Easement is recorded in Orange County Register of Deeds at BK: 1421, PG: 151, and is attached to the Complaint as Exhibit A.

TLC is a North Carolina nonprofit corporation. TLC exists and operates for conservation purposes, including the protection of environmentally valuable and sensitive land for charitable, scientific, educational, and aesthetic purposes. TLC is the holder of several conservation easements, granted to ensure the perpetual protection of conservation values on privately-owned lands. TLC has also adopted an Easement Enforcement Policy, which it uses to address violations

of the conservation easements it holds. A copy of TLC's Easement Enforcement Policy is attached to the Complaint at Exhibit C.

The Conservation Easement at issue was granted to TLC on December 28, 1995, by Robert P. Nutter and wife, Aubrey C. Nutter. The Conservation Easement applies to approximately 107.066 acres of farmland located in Orange County (the "Conservation Property"). The purpose of the Conservation Easement is to "protect in perpetuity the open space character, agricultural productivity, watershed protection and scenic qualities of the [Conservation] Property (collectively the 'Conservation Values'), and to assure the availability of the Property in perpetuity for agricultural use." See Conservation Easement, pg. 2.

I. The Conservation Property, Property Owners, and Union Grove Farm.

From the date the Conservation Easement was first enacted to the present, the Conservation Property has consisted of the same approximately 107 acres of land. However, the ownership and property lines within the Conservation Property have changed over time. At the time the Conservation Easement was granted to TLC in 1995, the Conservation Property consisted of two (2) tracts and the Grantor was the sole owner of the Conservation Property. Today, the Conservation Property consists of five (5) parcels, with several different owners, as follows:¹:

- PIN: 9851-71-4716 – Bandit Farms II, LLC
- PIN: 9851-62-2001 – Bandit Farms III, LLC
- PIN: 9851-61-4001 – Meredith Grace Sabye
- PIN: 9851-61-9223 – Meredith Grace Sabye
- PIN: 9851-50-8662 – Harper Grace, LLC & EastWest Organics, LLC (each with a ½ interest in the property).

¹ For reference, attached hereto as **Exhibit 1** is a map from Orange County GIS showing the parcels that make up the Conservation Property, along with the current property owner(s) and PIN for each.

The above-listed owners of the Conservation Property (collectively the “Property Owners”) are the Defendants in this lawsuit, along with Union Grove Farm, Inc., the entity that operates Union Grove Farm. While the Conservation Property is owned by several different property owners, the Conservation Property is used collectively to operate Union Grove Farm (or “UGF”) as a single establishment, with various farm operations located on one or more parcels. See, e.g., Complaint, ¶ 20, Exhibits F, G, I, and J; see also, *Union Grove Farm, Inc.’s, Bandit Farms II, LLC’s and Bandit Farms III, LLC’s Counterclaims*, ¶¶ 24 and 25 (“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. UGF now leases those parcels of land for purposes of operating Union Grove Farm on the Conservation Property.”).

Union Grove Farm is owned by Greg Bohlen. See Complaint, Exhibit I, Exhibit 4.

Within Union Grove Farm, the parcel owned jointly by Defendants EastWest Organics, LLC and Harper Grace, LLC is currently used to operate the Center for Regenerative Agriculture, which is “[p]art of UGF’s farm operation.” See, e.g., *Union Grove Farm, Inc.’s, Bandit Farms II, LLC’s, and Bandit Farms III, LLC’s Counterclaims*, ¶ 30; see also, Complaint, Exhibit J and Exhibit 4 to Exhibit I (“To better share understanding of regenerative farming, the Union Grove Farm team opened and operates the Center for Regenerative Agriculture on its property. ... Bohlen’s partner, Meredith Sabye, co-founded the center and helps inform its variety of visitors while connecting with agricultural leaders.”);

II. The Conservation Easement and Violations.

The Conservation Easement regulates the type of uses and activities which can take place on the Conservation Property. Pursuant to the Conservation Easement, the “Grantor[s] promise[]

that they will not perform, nor knowingly allow others to perform, any act on or affecting the [Conservation Property] that is inconsistent ... with the specific covenants” listed in the Conservation Easement. See Conservation Easement, pgs. 3-4, Section 1 entitled “Prohibited Acts.”

Pursuant to the Conservation Easement, the “Conservation Easement shall be a servitude running with the land in perpetuity [and] [e]very provision of [the] Conservation Easement that applies to the Grantor ... shall also apply to their respective agents, heirs executors, administrators, assigns, and all other successors as their interests may appear.” See Conservation Easement, p. 9, Section 20 entitled “Perpetual Duration.” Thus, when the term “Grantor” is used in the Conservation Easement, it applies to all Property Owners and, thus, all Defendants. See also, Conservation Easement, p. 5, Section 3 entitled “Subdivision” (“Any subdivided tract shall remain subject to the terms of this easement to ensure the continued agricultural use of the Property.”).

Per the Conservation Easement, the construction of buildings and other structures at the Conservation Property is strictly prohibited, except in specified limited circumstances. New buildings and improvements “to be used solely for agricultural purposes” are allowed, but only within the confines of the Farm Operations Envelope. The Farm Operations Envelope is a rectangle shaped area on the northern portion of the Conservation Property, the location of which is shown on Exhibit B to the Conservation Easement.

The Conservation Easement also strictly regulates paving and road construction. Conservation Easement Section 8, entitled “Paving and Road Construction,” reads as follows:

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 so shown on Exhibit B.

As detailed in the Complaint, beginning in 2023, Defendants have engaged in, or have indicated their intent to engage in, several actions which violate the terms of the Conservation Easement. These actions fall into two (2) categories: paving and road construction; and the construction of a new amphitheater outside of the Farm Operations Envelope, as described below.

i. Road Construction and Paving.

As described in Plaintiff's Complaint, since 2023, three (3) violations of the Conservation Easement have occurred at the Conservation Property with respect to new road construction and paving. These violations include:

Road 1: a new road built across the northeast portion of the Conservation Property, from Meadowview Road through a hardwood forest to access the Farm Operations Envelope. See Complaint, Exhibit B (Notice of Violation dated November 27, 2023).

Road 2: a new road built across the northwest portion of the Conservation Property, from a point north of the Center for Regenerative Agriculture across a field to access the Farm Operations Envelope. See Complaint, Exhibit C (Notice of Violation dated April 17, 2024).

Road 3: a new road built to the east of the Farm Operation Envelope, connecting a previously existing farm road from Meadowview Road to another outstanding road violation (Road 1) in the northeast corner of the Conservation Property. See Complaint, Exhibit D (Notice of Violation dated April 10, 2025).

ii. The Amphitheater.

On June 13, 2024, Defendants' legal counsel, Mr. Hornik, sent a letter to the Orange County Planning and Inspections Director (the "Planning Director"), requesting a determination that, among other things, a proposed 2,500 square foot amphitheater at the Conservation Property was "agritourism" and exempt from local zoning regulations. A copy of the June 13, 2024 letter is attached hereto as **Exhibit 2**. The proposed amphitheater is located outside of the Farm

Operations Envelope, in violation of the Conservation Easement. The letter stated the request was made on behalf of Greg Bohlen, Union Grove Farm, Bandit Farms II LLC, Bandit Farms III, LLC, Harper Grace, LLC, and **EastWest Organics, LLC** (emphasis added). See also, Complaint, Exhibit J.

On November 11, 2024, the Planning Director issued an “informal” interpretation that the proposed amphitheater constituted agritourism and, thus, was exempt from local zoning. See, e.g., Complaint, Exhibit I. TLC appealed that determination to the Orange County Board of Adjustment (the “BOA”). See, id. Thereafter, on March 21, 2025, Defendants’ legal counsel, Mr. Hornik, sent a second letter to the Planning Director, requesting another interpretation that the proposed amphitheater is agritourism, and requested this time the determination be considered “final” and binding. See, id. A copy of the March 21, 2025 letter is attached hereto as **Exhibit 3**. The March 21 letter again stated the request was made on behalf of Greg Bohlen, Union Grove Farm, Bandit Farms II LLC, Bandit Farms III, LLC, Harper Grace, LLC, and **EastWest Organics, LLC** (emphasis added). See also, Complaint, Exhibit J.

On June 4, 2025, the Planning Director issued a final and binding determination that reversed his earlier “informal” interpretation and instead determined the proposed amphitheater was not agritourism and, thus, was subject to local zoning regulations. See Complaint, Exhibit J.

On July 2, 2025, Greg Bohlen filed an appeal to the Orange County BOA, naming as the Appellants: Bandit Farms II, LLC, Bandit Farms III, LLC, Harper Grace, LLC and EastWest Organics, LLC. A copy of Mr. Bohlen’s “Affidavit in Support of Appeal Application,” along with the Application form to which it is attached, is attached hereto as **Exhibit 4** (exhibits to Affidavit are omitted). Per Mr. Bohlen’s Affidavit, he is “a member/manager of the limited

liability companies identified as the Applicants.” See Affidavit, ¶ 1. This includes EastWest Organics, LLC.

III. The Complaint and EastWest’s Motion to Dismiss.

On August 15, 2025, TLC filed the above-captioned Complaint, seeking a declaratory judgment to interpret and enforce the Conservation Easement with respect to both the road violations and the proposed amphitheater. The Complaint names as Defendants UGF and all owners of the Conservation Property. The Complaint alleges five (5) claims for relief, as follows:

Claim for Relief 1 – Declaratory Judgment that Road 1, Road 2 and Road 3 are unauthorized violations and breach the terms of the Conservation Easement.

Claim for Relief 2 – Injunctive relief – cease development of new roads and restore Roads 1, 2 and 3.

Claim for Relief 3 – Declaratory Judgment that Conservation Easement prohibits the development of the proposed amphitheater and/or any similar use such as a farm stage outside of the Farm Envelope.

Claim for Relief 4 - Declaratory Judgment that Conservation Easement prohibits the development of the proposed amphitheater and/or any similar use such as a farm stage within the Farm Envelope.

Claim for Relief 5 – Preliminary and Permanent Injunctive relief – prohibiting development of the proposed amphitheater.

On September 3, 2025, after the Complaint was filed, Mr. Hornik sent a letter to the Orange County Planning and Inspections Director stating that EastWest was withdrawing its BOA appeal but “[t]he other named appellants are still pursuing the appeal.” This was the first time EastWest indicated its desire not to be involved in the amphitheater interpretation request and related BOA proceedings. Notably, this request was not made until fifteen (15) months after EastWest was included in the initial interpretation request submitted to the Planning Director on June 13, 2024. Also, at no point has EastWest ever removed its name from either the informal or formal interpretation requests submitted to the Planning Director. (See Exhibits 3 and 4).

On September 11, 2025, EastWest filed a Motion to Dismiss pursuant to Rules 12(b)(1) and 12(b)(6) of the North Carolina Rules of Civil Procedure. The Motion to Dismiss alleges:

- TLC failed to provide EastWest with notices of violation regarding the road violation, in the manner required by the Conservation Easement. EastWest alleges this warrants dismissal of the Complaint as to EastWest pursuant to both 12(b)(1) and 12(b)(6). See Motion to Dismiss, ¶¶ 1 and 3.
- TLC's causes of action 3, 4 and 5 should be dismissed for lack of subject matter jurisdiction (Rule 12(b)(1)) because there is no active controversy with EastWest related to the proposed amphitheater. See Motion to Dismiss, ¶ 2.
- the Complaint should be dismissed for failure to allege facts sufficient to raise a claim against EastWest (Rule 12(b)(6)) because the easement violations did not occur "on property owned, used or otherwise controlled by EastWest." See Motion to Dismiss, ¶ 4.

This matter is now before the Court on EastWest's Motion to Dismiss.

STANDARD OF REVIEW

A. Rule 12(b)(6).

"[A] Rule 12(b)(6) motion to dismiss 'tests the legal sufficiency of the complaint...'" Moss v. N.C. Department of State Treasurer, 282 N.C. App. 505, 509, 872 S.E.2d 113, 117 (2022)(quoting Isenhour v. Hutto, 350 N.C. 601, 604, 517 S.E.2d 121, 124 (1999)). In deciding a motion to dismiss pursuant to Rule 12(b)(6), the court must determine "whether 'as a matter of law, the allegations of the complaint, treated as true, are sufficient to state a claim upon which relief can be granted under some [recognized] legal theory.'" Id. (quoting Forsyth v. Memorial Hosp. v. Armstrong World Indus., 336 N.C. 438, 442, 444 S.E.2d 423, 425-26 (1994)). "The complaint must be liberally construed, and the court should not dismiss the complaint unless it appears beyond a doubt that the plaintiff could not prove any set of facts to support his claim which would entitle him to relief." Id. (quoting Block v. County of Person, 141 N.C. App. 273, 277-78, 540 S.E.2d 415, 419 (2000)).

B. Rule 12(b)(1).

“A Rule 12(b)(1) motion to dismiss represents a challenge to the trial court’s subject matter jurisdiction over a plaintiff’s claims.” Marlow v. TCS Designs, Inc., 288 N.C. App. 567, 572, 887 S.E.2d 448, 452 (2023). “Subject matter jurisdiction refers to the power of the court to deal with the kind of action in question.” Id. (quoting Harris v. Pembaur, 84 N.C. App. 666, 667, 353 S.E.2d 673, 675 (1987)). “The filing of a motion to dismiss under Rule 12(b)(1) does not raise an issue of fact, it challenges the jurisdiction of the court over the subject matter.” Moss, supra, at 512, 872 S.E.2d at 119 (quoting Journeys International, Inc. v. Corbett, 53 N.C. App. 124, 125, 280 S.E.2d 5, 6 (1981)).

“[A] motion to dismiss for lack of subject-matter jurisdiction is not viewed in the same manner as a motion to dismiss for failure to state a claim upon which relief can be granted. In such cases, matters outside the pleadings may be considered and weighed by the court in determining the existence of jurisdiction.” North Carolina ex rel. Expert Discovery, LLC v. AT&T Corp., 287 N.C. App. 75, 85, 882 S.E.2d 660, 669 (2022)(citing Tart v. Walker, 38 N.C. App. 500, 502, 248 S.E.2d 736, 737 (1978)).

ARGUMENT

I. THE COURT HAS SUBJECT MATTER JURISDICTION OVER THE CLAIMS IN THE COMPLAINT AND ALL DEFENDANTS ARE NECESSARY PARTIES TO THIS ACTION.

A. The Court has Subject Matter Jurisdiction Over the Claims in the Complaint.

The Complaint seeks a declaratory judgment to interpret the terms of and enforce the Conservation Easement, as well as injunctive relief to restore and prevent future easement violations.

In a declaratory judgment action, the Court is asked to “declare rights, status, and other legal relations,” amongst parties. See N.C. Gen. Stat. § 1-253. “The purpose of the Declaratory

Judgement Act is to settle and afford relief from uncertainty and insecurity It is to be liberally construed and administered.” Nationwide Mut. Insurance Co. v. Roberts, 261 N.C. 285, 287, 134 S.E.2d 654, 657 (1964)(citations omitted). The Declaratory Judgment Act also gives the Court the authority to “determine[] any question of construction or validity arising under” a written instrument. See N.C. Gen. Stat. § 1-254.

It is well-recognized that the Declaratory Judgement Act provides the Court subject matter jurisdiction to hear claims related to the interpretation and enforcement of an easement. See, e.g., Carver v. Leatherwood, 230 N.C. 96, 98, 52 S.E.2d 1, 2 (1949)(civil action to obtain a judicial declaration of the right of plaintiffs to use a roadway as an easement is authorized by Declaratory Judgement Act and “there is no want of jurisdiction in the court to hear the cause and enter judgment therein.”); see also, Woodlief v. Johnson, 75 N.C. App. 49, 54, 330 S.E.2d 265, 268 (1985)(“An action to obtain a judicial declaration of rights to an easement is authorized by our Declaratory Judgement Act...” and court did not “... lack[] subject matter jurisdiction to determine the parties’ rights in the easement in question...”). The Court also has authority pursuant to, inter alia, N.C. Gen. Stat. § 121-39, to enter an injunction to enforce a conservation easement. In short, the Court clearly has subject matter jurisdiction to hear the claims alleged in the Complaint, and Defendant EastWest has not provided any statute or case that says otherwise.

B. The Defendants, as the Owners of Property Subject to the Conservation Easement, are All Necessary Parties to this Action.

All owners of the Conservation Property, including EastWest, are also necessary parties to this action. Pursuant to the Declaratory Judgement Act, “[w]hen declaratory relief is sought, all persons shall be made parties who have or claim any interest which would be affected by the declaration, and no declaration shall prejudice the rights of persons not parties to the proceedings.” See N.C. Gen. Stat. § 1-260. See also Rule 19(a) of the N.C. R. Civ. P. (“Necessary

joinder. - Subject to the provisions of Rule 23 [class actions], those who are united in interest must be joined as plaintiffs or defendants”).

A necessary party is one with a material interest in the subject matter or controversy, and whose interests will be directly affected by an adjudication of the controversy. See Rice v. Randolph, 96 N.C. App. 112, 113, 384 S.E.2d 295, 297 (1989). “A person is united in interest with a party when that person’s presence is necessary for the court to determine the claim before it without prejudicing the rights of a party or the rights of another who is not before the court.” Id. at 113, S.E.2d at 296-297 (citation omitted). The failure to join a necessary party invalidates a judgment. Id.; see also, e.g., Cole v. Bonaparte’s Retreat Property Owners’ Ass’n, Inc., 259 N.C. App. 27, 815 S.E.2d 403 (2018).

It is well-established in North Carolina that in declaratory judgment actions related to the enforcement or recognition of legal rights in an easement, all owners of real property subject to an easement are necessary parties. See, e.g., Regency Lake Owners’ Association, Inc. v. Regency Lake, LLC, 258 N.C. App. 636, 814 S.E.2d 121 (2018) (plaintiff sought a determination regarding the neighborhood’s ability to use an easement to access a neighboring lake; because any determination would affect every resident within the neighborhood, each resident was a necessary party, whether they used the subject easement or not); Rice v. Randolph, supra (action to determine whether a subdivision easement had been extinguished “[could not] be resolved without the joinder of the grantor, or his heirs, who retain fee title to the soil ... and the record owners of lots in the subdivision, who have user rights in the easement”); Hine v. Blumenthal, 239 N.C. 537, 80 S.E.2d 458 (1954)(heirs of easement grantor, who are currently the fee simple owners of the property subject to the easement in question, were all necessary parties to declaratory judgement action); N.C. Dept. of Transp. V. Stagecoach Village, 174 N.C. App. 825,

622 S.E.2d 142 (2005) (regarding condemnation of common area, the “owners of the easement have a material interest in the subject matter of the controversy...and their interest will be directly affected by the trial court’s decision” thus making them necessary parties); Boone v. Rogers, 210 N.C. App. 269, 708 S.E.2d 103 (2011)(vacating judgment entered without a necessary party and holding that husband and wife, who jointly owned property, were both necessary parties to action filed by the husband seeking a declaratory judgment that their neighbor had no easement across their property).

Courts have also reached this same conclusion with respect to actions seeking to enjoin violations of restrictive covenants. See, e.g., Karner v. Roy White Flowers, Inc., 351 N.C. 433, 527 S.E.2d 40 (2000)(in action filed by a group of subdivision lot owners against other subdivision lot owners seeking to enjoin restrictive covenant violation, all property owners subject to the restrictive covenant were necessary parties because any judgment rendered would also affect their property rights).

In the case sub judice, Defendants’ properties are all subject to the covenants and restrictions in the Conservation Easement and each Defendants’ property interests will be directly affected by the adjudication of this lawsuit. By way of example, if the Court issues a declaratory judgment that the construction of an amphitheater in any location outside of the Farm Envelope violates the Conservation Easement, then that decision would have a preclusive effect on each property owner subject to the Conservation Easement, as they too would be prohibited from constructing such a structure and use. Likewise, if the Court determines that one or more of the roads at issue were constructed in violation of the Conservation Easement, that would define the types of roads outside the farm envelope that are prohibited, which would be a determination binding on all owners subject to the Conservation Easement. See also, Conservation Easement, ¶

11(“The Grantor retains the right to perform any act not specifically prohibited or limited by this Conservation Easement.”).

Additionally, per the terms of the Conservation Easement, all Defendants “promise[] that they will not perform, **nor knowingly allow others to perform**, any act on or affecting the [Conservation] property that is inconsistent with ... the specific covenants” of the Conservation Easement. See Conservation Easement, pg. 3-4, Section 1 entitled “Prohibited Acts,” (emphasis added) and pg. 9 Section 20 entitled “Perpetual Duration.” Thus if, for example, the Court determines that one or more of the roads at issue were constructed in violation of the Conservation Easement, then per the Conservation Easement each Defendant would have an obligation to not only restrain from the construction of such road on the Conservation Property, but they would also be prevented from knowingly allowing others to do the same. See also, Conservation Easement, pp. 7-8, Section 14 entitled “Enforcement” (“A court may also issue an injunction requiring the Grantor to restore the Property to its condition prior to the violation.”).

In sum, the Defendants, as the owners of the Conservation Property subject to the covenants and requirements of the Conservation Easement, each have a material interest in the subject matter of the controversy, and those interests will be directly affected by the decision in this lawsuit. Contrary to EastWest’s claim in its Motion to Dismiss, because EastWest owns property subject to the Conservation Easement, there is in fact an active controversy with respect to EastWest and the claims in the Complaint. As a necessary party to this action, EastWest cannot be singled out and removed from this action, and doing so would render any judgment invalid.

II. EASTWEST’S ALLEGATIONS REGARDING NOTICES OF VIOLATION DO NOT DEPRIVE THIS COURT OF SUBJECT MATTER JURISDICTION AND, REGARDLESS, HAVE NO MERIT.

EastWest alleges the Complaint should be dismissed for lack of subject matter jurisdiction because TLC “failed to exhaust the remedies afforded to it by Paragraph 14” of the Conservation Easement. See Motion to Dismiss, ¶ 1. Specifically, EastWest alleges that TLC was required to “provide EastWest with written notices of the alleged [road] violations and one hundred and twenty (120) days in which to correct such alleged violations prior to commencing any legal actions” and that by sending notices to Greg Bohlen Union Grove Farm, TLC “failed to provide EastWest with ... written notice[.]” See Motion to Dismiss, ¶ 1.

As an initial matter, EastWest’s allegation that Paragraph 14 of the Conservation Easement provides TLC a “remedy” that must be exhausted prior to filing a lawsuit is misplaced. A defendant alleging the failure to exhaust remedies, must first establish that the Plaintiff had “an effective administrative remedy” available to them. See, e.g., Phillips v. Orange County Health Dept., 237 N.C. App. 249, 257, 765 S.E.2d 811, 817 (2014); Swan Beach Corolla, LLC v. County of Currituck, 234 N.C. App. 617, 760 S.E.2d 302 (2014). Paragraph 14 of the Conservation Easement is not; however, an administrative remedy granted to TLC. Paragraph 14, which is entitled “Enforcement,” provides that in certain circumstances TLC shall provide written notice of an easement violation and a time to correct the violation prior to filing a legal action. As explained herein, the circumstances that require written notice prior to taking legal action do not apply here. However, regardless, the requirement of Paragraph 14 is not an “administrative remedy” provided to TLC, but instead a procedural notice requirement that TLC must follow when pursuing certain enforcement actions. Because this does not constitute an “administrative remedy” available to TLC, it does not deprive the court of subject matter jurisdiction and cannot form the basis of a 12(b)(1) motion. See, e.g., Swan Beach Corolla, LLC, supra.

Additionally, as in this case, the Conservation Easement does not always require written notice of easement violations prior to filing a lawsuit. Per the Conservation Easement, written notice is not required “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.” See Conservation Easement, pp. 7-8, Section 14 entitled “Enforcement.”

As explained in the easement violation letters, the road violations are all considered Tier 3 violations, pursuant to TLC’s Easement Enforcement Policy. A Tier 3 violation is the highest-level and most egregious type of violation and is defined in the Policy as “a violation that has significant impact upon or consequences to the conservation easement’s intent, purpose and/or protected conservation values.” See Complaint, Exhibit B. Since the purpose of the Conservation Easement is to “protect the open space character, agricultural productivity, watershed protection and scenic qualities of the Property,” and the road violations all constitute Tier 3 violations, written notice is not required prior to commencing legal action to prevent the ongoing road violations.

Finally, even if legal notice was required prior to commencing legal action, EastWest provides no explanation as to why notice to Greg Bohlen and Union Grove Farms (“UGF”), which is the entity that manages the farming operation on the Conservation Property, is not sufficient notice. Greg Bohlen executed and filed an Affidavit in the BOA Appeal, in which he stated under oath that he is “a member/manager of the limited liability companies identified as the Applicants” in the appeal, one of which includes EastWest Organics, LLC. See Exhibit 4. There is no reason why, pursuant to the Conservation Easement, providing notice to Greg Bohlen, who attested his a member/manager of EastWest, is insufficient to provide notice to EastWest.

III. THERE IS NO BASIS FOR EASTWEST’S MOTION TO DISMISS PURSUANT TO 12(B)(6).

EastWest also alleges the Complaint should be dismissed pursuant to Rule 12(b)(6) for the same reasons, specifically because: 1) the easement violations did not occur “on property owned, used or otherwise controlled by EastWest”; and 2) TLC failed to provide EastWest with notices of violation regarding the road violation, in the manner required by the Conservation Easement. See Motion to Dismiss, ¶¶ 1 and 3.

As explained herein, EastWest is named as a Defendant because they own property subject to the Conservation Easement at issue in this Declaratory Judgement Action. The courts are clear that in actions seeking legal determinations regarding the enforcement and interpretation of an easement, all property owners subject to the easement must be joined as necessary parties. See e.g., Rice v. Randolph, supra. It is immaterial whether the road easement violations occurred on EastWest’s property, or whether EastWest wishes to be included in this lawsuit. The Complaint seeks a judicial determination as to the legality of the roads as constructed and the amphitheater as proposed. Any decision on those issues will be binding on all Property Owners and will affect the legal rights of EastWest and, thus, there is no basis to dismiss the Complaint with respect to EastWest, pursuant to either Rule 12(b)(1) or Rule 12(b)(6).

As also explained herein, there is no legal or factual basis for EastWest’s claim that Paragraph 14 of the Conservation Easement created a “remedy” that TLC must follow before filing a lawsuit, nor did TLC violate this provision. Regardless, the claims in the Complaint, when taken as true, are sufficient to overcome a Rule 12(b)(6) motion. The Complaint alleges that “Defendants have been properly notified of their violations of the terms of the Conservation Easement” See Complaint, ¶ 79. Taking the allegations of the Complaint as true, as the Court must, there is no ground to dismiss the Complaint pursuant to Rule 12(b)(6) for failure to state a

claim with respect to the road easement violations. See Moss v. N.C. Department of State Treasurer, supra.

CONCLUSION

For the foregoing reasons, EastWest Organics, LLC's Motion to Dismiss pursuant to Rules 12(b)(1) and 12(b)(6) should be denied.

This, the 11th day of December 2025.

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CERTIFICATE OF SERVICE

This is to certify that the undersigned electronically filed the attached *Memorandum of Law in Opposition to EastWest Organics, LLC's Motion to Dismiss* with the Clerk of Court using the Odyssey eFileNC system which will automatically send email notification of such filing to the following:

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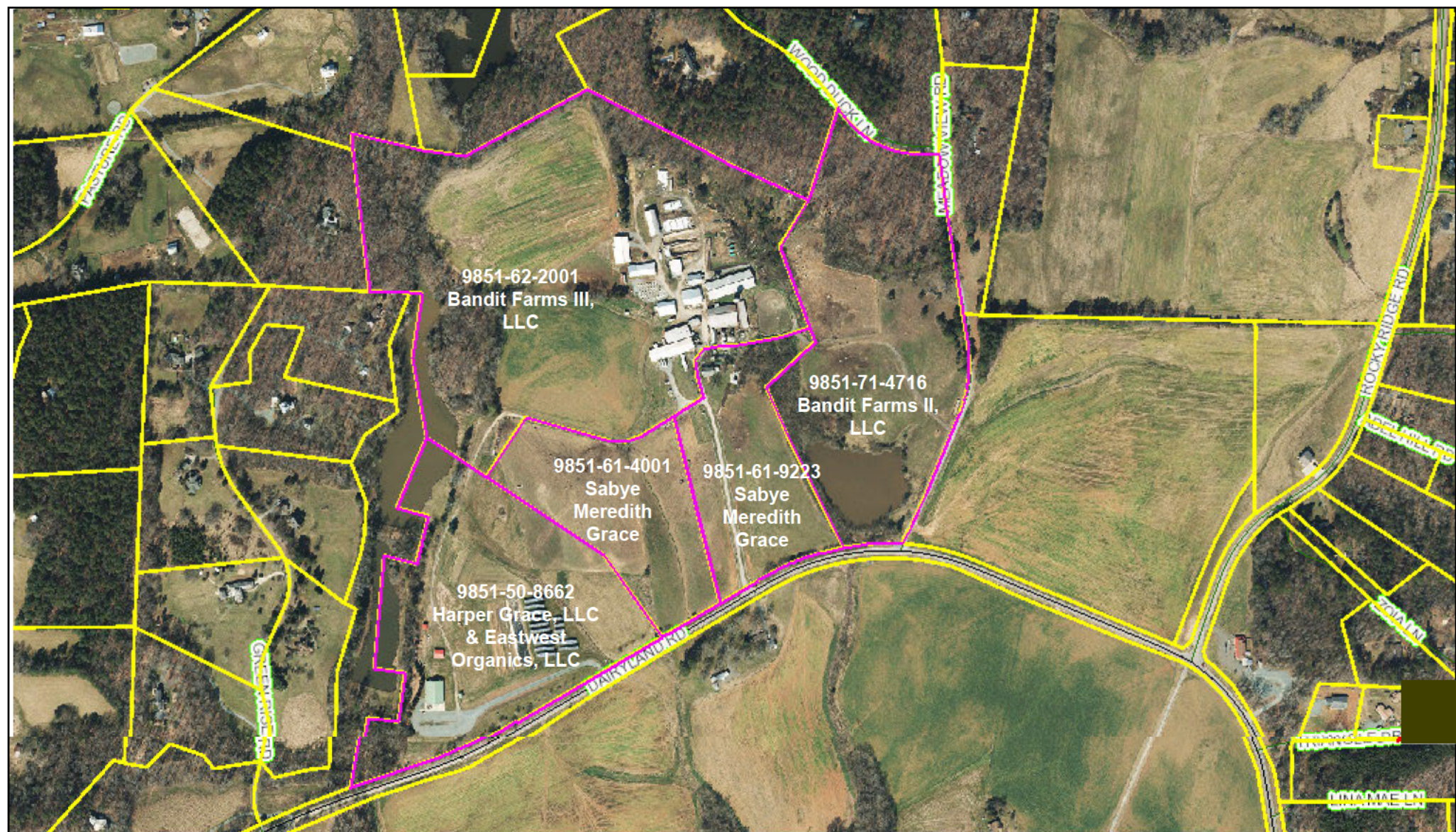
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This, the 11th day of December 2025.

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Lydia E. Lavelle	lavelle@broughlawfirm.com

June 13, 2024

**VIA First Class US Mail and
E-MAIL to cstober@orangecountync.gov**

Mr. Cy Stober
Planning and Inspections Director
Orange County
131 West Margaret Lane, Ste. 201
Hillsborough, North Carolina 27278

**Re: Union Grove Farm Request for Advisory Opinion Re: "Agritourism"
for Bandit Farms II LLC (Orange County PIN Nos. 9851-71-4716
and 9851-81-3226); Bandit Farms III LLC (Orange County PIN No.
9851-62-2001); and Harper Grace, LLC/Eastwest Organics, LLC
(Orange County PIN No. 9851-50-8662)**

Dear Cy:

Please accept this letter on behalf of my client, Greg Bohlen (and related entities identified above) seeking an advisory opinion from you regarding current and proposed activities and operations at Union Grove Farm (the "Farm") on Dairyland Road in Orange County vis-à-vis Orange County's and North Carolina's "bona fide farm" regulations, and the extent to which the existing and proposed activities and operations constitute "agritourism" as defined in North Carolina General Statutes 160D-903. As we have previously discussed, Mr. Bohlen plans to make improvements to the property consistent with his objective of operating a "regenerative farming" agricultural use with associated programming designed and intended to educate the public about regenerative farming. The goal is to educate farmers and the public about the positive impact of regenerative farming on the nutrient density of our food, the sustainability of our soil, and the reduction of climate change. It is our view that each and every proposed facility and activity at the Farm should be considered "agritourism" as defined and recognized by statute.

As you may already know, "regenerative farming" is a form of agriculture necessary to save our climate and food chain. Though it's been around for centuries, regenerative farming is becoming more necessary even as most strive to understand what it entails. Basically, regenerative farming is a form of agriculture in which farming and grazing practices are designed to reuse the

byproducts of those activities to rejuvenate the soil thereby increasing biodiversity and sequestering carbon. Such farming practices eliminate and replace the use of herbicides, pesticides and chemical fertilizers. Union Grove Farm is now practicing regenerative farming, and is in fact certified as a regenerative farm, and intends to become the leading center in North Carolina (and beyond) for educating the public about the benefits of the practice to the health of individuals, and the planet.

Union Grove Farm (the “Farm”) proposes to use four parcels of land identified above (consisting of approximately 115 acres) and the various farm buildings and other structures now present or to be constructed on those parcels as components of a coordinated agricultural and agritourism destination where guests may engage and participate in various regenerative farm-related educational and entertainment activities (“edutainment”, if you will). The parcels comprising the Farm are located in the Orange County “Rural Buffer” zoning district, have historically been used for agricultural purposes, and will continue to be used that way by Mr. Bohlen and his associates.

The purpose of this letter is to describe to you the various features, facilities, activities, operations and experiences available at the Farm and to seek your concurrence that the proposed features, facilities, activities, operations and experiences constitute “agritourism” as defined by the law, and, therefore, are not subject to regulation under the Orange County Unified Development Ordinance.

All four parcels involved in this proposal are currently actively used for agricultural purposes and Farm Affidavits regarding their qualifications as “bona fide farm” properties are on file with the Orange County Planning Department. As such, pursuant to N.C. General Statutes 160D-903(a), Orange County’s UDO does not affect the parcels.

Mr. Bohlen’s and his associates’ plans for use of the Farm include significant “agritourism” programs. As you know, North Carolina General Statutes Section 160D-903(a) defines the term “agritourism” as follows:

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 activity 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. (emphasis added)

We believe that the various farm stay accommodations and activities which are proposed for Union Grove Farm fall squarely within the intent and plain meaning of “agritourism” as defined in the statute, and request that you make such a determination with respect to each described facility and/or activity. The facilities and activities at the Farm as described in this letter will be available to the general public for recreational, entertainment and educational purposes in a rural farm

setting. Existing and new facilities will be located on the Farm parcels so as to be compatible with the active agricultural activities on an operating farm. Union Grove Farm is an active, working farm and guests will be immersed in the farming activities and environment in every aspect of their stay at the Farm. Guests will be encouraged to actively engage in farming, cultural, harvest-your-own, and natural activities and to enjoy the sights, sounds and experiences of farm life. And programming such as classes and seminars will be offered year-round to entertain and educate the public about the benefits of regenerative farming practices.

I have included with this letter as Attachment A, a copy of a slide presentation entitled "Union Grove Farm & Inn", which provides an overview of my client's vision for the Farm. Essentially, Union Grove Farm will be an "agrarian boutique farm stay" where regenerative farming is practiced every day in an operation run primarily by women. The concept behind the Farm is to provide the regenerative farming experience in a setting designed to entertain and educate other farmers, and the public, about regenerative farming in a rural agricultural setting. There will also be a variety of opportunities for recreational activities such as hikes and performing "hands-on" traditional farming activities in a working farm setting.

Visitors at the Farm will be able to experience a broad range of cultural, agricultural, and educational activities, in an historic farm setting. Guests will learn about regenerative farming by participating in a directed "hands on experience" while "living" on the farm – eating, drinking, sleeping, and learning in an interactive agricultural environment. Guests at the Farm will be educated, entertained and nourished physically and culturally by their participation in the agricultural activities on the Farm. Guests will be able to eat food grown on the Farm, drink beverages grown and distilled on the Farm, attend lectures and other activities and programming designed and intended to educate guests about regenerative farming in particular and farming, generally. Attachment B to this letter is a "Menu of Proposed Experiences at Union Grove Farm" intended to illustrate some of what is, or will be, available for our guests.

As you can see from the Master Plan, which is included in Attachment A, there are ten components of the Master Plan for the Farm. First, on parcel number 9851-81-3226 there is a proposed 3-acre culinary farm and 2,000 square foot pavilion where fruits and vegetables will be grown year-round as part of the educational and farm-to-table agricultural experience proposed for the Farm. Guests will be encouraged to work with and learn from staff about the fruits, grains, vegetables and flowers grown on the culinary farm and/or in the pavilion. The culinary farm and pavilion will also be available for use in programmed events – classes, seminars, celebrations - all revolving around the regenerative farming experience. These aspects of the Farm surely fall within the definition of "agritourism".

On the same parcel there are various accommodations for guests to stay overnight at the Farm. Attachment C to this letter is a proposed site plan showing the anticipated layout of existing and proposed new structures on the Farm. This consists of five proposed Farm cottages, a farm stay center with forty (40) rooms for overnight guests, a 70-seat restaurant, an outdoor pool and bar, and 1,000 square foot event space which will be used for exhibits, classes, seminars and other small gathering. There are also five lake cottages proposed for an area just north and west of an existing lake on the property. Attachment D to this letter are some illustrative photos of the type of "casitas" envisioned for the cottages on the Farm.

There is a muscadine vineyard now on the site (along the Dairyland Road frontage) which provides a spectacular visual setting, and which will be incorporated into the program for the Farm. Mr. Bohlen and his team envision casitas sited adjacent to or among the vineyards. There will be a private home available for rental to participants in the various agritourism programming and activities at the site. The location and design of the farm stay center and casitas are intended to incorporate those facilities in the center of the farming activities, so that guests and program participants will be immersed in the agricultural experience throughout their visit. Rooms at the farm stay center and the casitas will be decorated with appropriate agriculturally-themed furnishings appropriate to the location.

The restaurant and bar will feature food and beverages grown or processed on the Farm and from the surrounding community. So, guests will be able to take a class, get their hands dirty, take a dip in the pool, go to their room to clean up after a working day on the Farm, and then enjoy a beverage and a meal prepared onsite incorporating products produced on the Farm – all in one day and without leaving the Farm.

All overnight accommodations at the Farm will be available for individuals and groups participating in the educational and cultural activities and programs conducted on site. All accommodations and common areas will be adorned with art and artifacts and furnishings connected with the history of the Farm and its surroundings. Rooms will have educational reading materials, artwork and exhibits related to the Farm's agricultural theme and history. As much as possible, materials connected with the Farm – such as repurposed windows, doors, and roof materials – will be incorporated in the structures to be built on the Farm. To the extent possible, beams and framing lumber will be cut from trees grown on the Farm. The goal is for the Farm to be a “net zero” operation.

On Parcel numbers 9851-71-4716 and 9851-62-2001, there is a regenerative distillery and associated parking proposed for the site, where various types of beverages will be distilled from products grown on the Farm and at other local farms, such as the muscadine grapes and other fruits and grains. Schematic renderings of the distillery and the proposed amphitheater are enclosed as Attachments E and F to this letter. This will also be a site for exhibits and demonstrations of the distilling process, where guests may observe various aspects of the distilling process and sample the end products of the process. While the focus of the Farm 's distillery will be table grapes, many or most of which will be grown on the Farm, other fruits and grains will also be distilled there, some grown on the Farm and others from local or regional sources. The Farm will demonstrate how the “spent” fruits and grains to be re-processed as the organic materials can be used on site, eliminating transport costs for the “waste” products and instead using those products for other purposes at the Farm. There will be regular tours and classes at the distillery where guests can learn the distilling process from the vine to the wine glass.

There will also be a 2500-seat amphitheater on the site nearby to the distillery and distillery parking, as illustrated in Attachments E and F. The amphitheater and the distillery are located amidst other structures on the working farm, and one would not be able to miss the rural, agricultural setting as they sit at the open-air venue. There are barns, farm equipment, the vermicompost labs and other features of the working regenerative farm right there for all guests to

experience. The amphitheater will feature stones originating onsite and other repurposed materials previously used on the Farm. The amphitheater, like some many other features of the Farm, will demonstrate the pragmatism of historic farm life, where very little of anything is ever wasted. There will be significant agricultural-related programs at the amphitheater as proposed. Many events at the distillery will use the amphitheater and its stage for programming – videos, lectures, exhibitions and the like. Every event scheduled at the amphitheater will include an educational component describing regenerative farming practices and the benefits derived from them. In fact, Mr. Bohlen and his team have already engaged Thunder Mountain Media, a media and production company that delivers content via film and television, to create content for them. Here are links to samples of what will be available as part of each presentation at the amphitheater. <https://vimeo.com/911593557/b15bf730f5?share=copy>; <https://vimeo.com/926071210/6a85f92c34?share=copy>

Finally, Parcel Number 9851-50-8662 is the site of the Center for Regenerative Agriculture at Union Grove Farm, an “all purposes” facility suitable for lectures, seminars and banquet featuring products grown on the Farm and in the surrounding area. Center for Regenerative Agriculture at Union Grove Farm. The Center is perfect for agricultural educational programming. The CRA is already used for agricultural education programming, and with the addition of the programming at events now proposed for the Farm, will be used even more to help educate farmers and the public about regenerative farming practices.

The Menu (Attachment B) describes the different types of agriculture-related educational and entertainment opportunities and programs we expect to be regular parts of the experience at the Farm. Some of those activities include regular “classes” or demonstrations where staff or guest presenters will teach practices such as cheesemaking, beeswax candle rolling and regenerative winemaking. There will be “farms schools” – single- or multi-day courses for guests of all ages – where guests can be immersed in regenerative farming life. There will be tours of the vineyards, the apiaries, and fields, the equipment, the composting facilities, and other features of the Farm. There will be classes offering instruction about the economics of regenerative farming. Guests will also be encouraged to take themselves on self-guided tours of the trails around the Farm where they can leisurely enjoy the views of the fields, vineyards, ponds, livestock, apiaries, or just enjoy the fresh air.

As you can see, all the proposed activities fall within the expansive definition of “agritourism” found in the General Statutes. What differentiates the Farm from other “agritourism” facilities in the area is the focus of all aspects of the farm on the actual regenerative agriculture practice. The Farm is not just a place for weddings and special events (though there will likely be some such events), but rather is a working farm set among acres growing crops and vineyards, with herds of sheep in the pastures, where guests are not only invited, but encouraged, to actively participate while learning about the benefits of regenerative farming. My client’s vision is to create programming activities which allow for the “immersion” of guests into the regenerative farming agricultural experience. From the moment they wake up in the morning at the farm stay center or in one of the cottages proposed to be available on the Farm, to a farm-to-table breakfast experience, continuing to activities provided for all day long, through evening dinner and entertainment activities, guests young and old will have the opportunity to connect with the land and learn about regenerative farming.

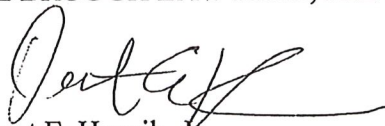
Every aspect of the Farm – the farming activity itself, the accommodations, the décor, the programmed activities, the private parties that may use the farm as a wedding venue, for instance - is directed by and revolves around the regenerative farming theme. The entire program for the Farm is based on making available to the general public recreational, educational and entertainment activities in a rural farm setting, in buildings all of which will be used for agricultural purposes, agritourism purposes, or both.

Getting back to where we started, we seek your opinion that all the proposed activities as we have described to you fall within the definition of “agritourism” found in General Statutes 160D-903(a). Mr. Bohlen and his team propose that the Farm is being and will offer the public recreational, educational and entertaining activities in a setting where guests can not only view, but actually participate in “rural activity such as farming, ranching, historic, cultural, harvest-your-own activities”, and that the buildings now existing and proposed at the Farm are used for agricultural and agritourism purposes consistent with the law. This is precisely the type of “agritourism” the Legislature had in mind.

We realize that this proposal is a relatively novel concept, but given the setting of the Farm, its history in Orange County agriculture, and the programming proposed for the Farm, we submit that each and every activity conducted on the Farm should be considered “agritourism” and, therefore, should be allowed as activity exempt from the County’s zoning regulations.

Sincerely,

THE BROUGH LAW FIRM, PLLC



Robert E. Hornik, Jr.

REHjr:las
Enclosures

UNION GROVE INN

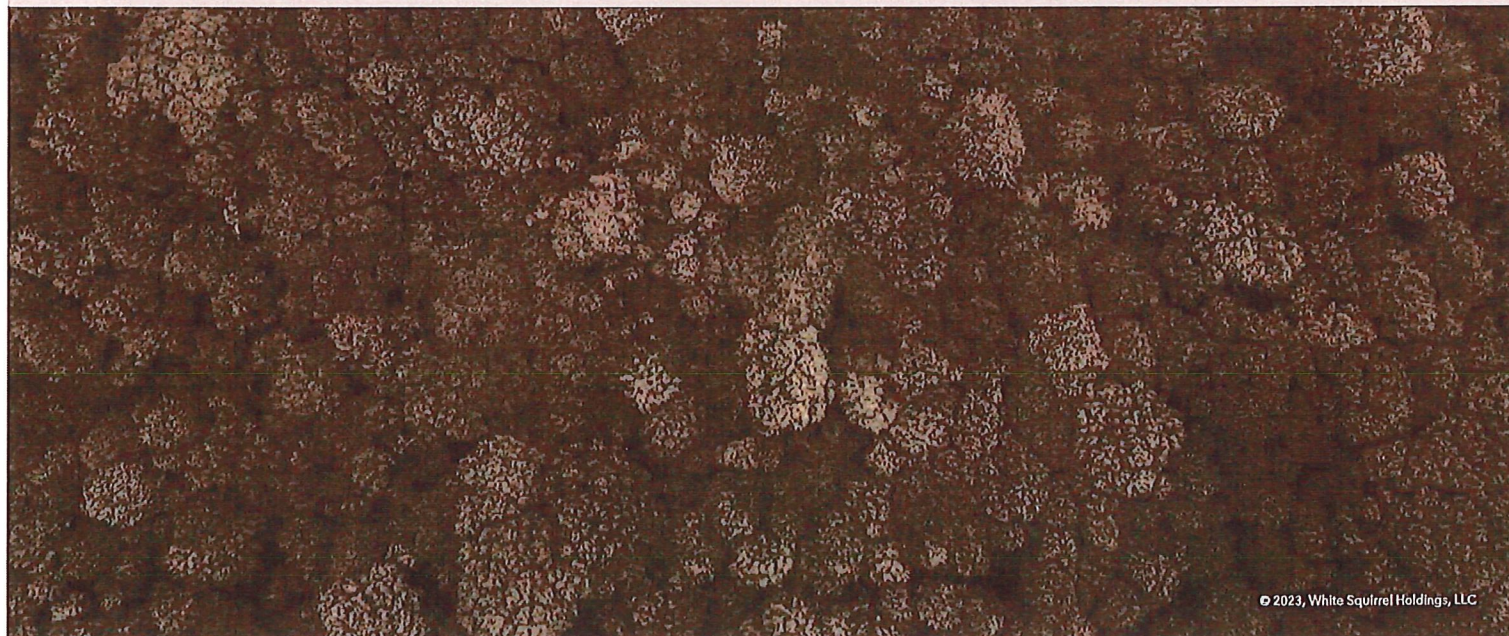
PRIVATE | CONFIDENTIAL

THE VISION

An agrarian boutique resort. Driven by design. Run by women. And grounded in local farming.

We are empowering local farmers and preserving topsoil while serving nourishing food and unforgettable educational experiences.

Our guests leave encouraged that positive change can be compassed through community, pleasure, and discovery.



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Union Grove Inn offers a place to slow down and connect with nature on a variety of levels, starting with a culinary journey of enjoying high-quality, seasonal fruits, vegetables and meats sourced either from the on-site farm & garden or within a 150-mile radius.

The beauty of the on-site garden invites guests to wander, host events, and participate in educational courses. The intimate size of the hotel and the buildings themselves encourage greater attention to small details. Beauty is celebrated through simplicity, design inspired by a sense of place, and a symbiotic connection with the property's natural surroundings.

Just as Napa Valley has become the gastronomical corridor of the west coast, so is this rapidly-growing 2000-acre+ parcel uniquely positioned to become a comparable agritourism destination for the east coast, touching on regenerative agriculture practices, farm-to-table dining and drinking including distilleries, beer gardens, wine tastings and demo kitchen, unique indoor and outdoor concert venues and recording studios, conserved woodland, pedestrian and biking trail access from brewery to beer garden to restaurants and more, conference space filled with natural light and views of gardens, water, and woodlands, showcase gardens with a garden pavilion and outdoor kitchen serving as food production, a space to relax, to learn to garden, and to host unforgettable events.

Union Grove Inn looks to partner with a thriving local community and further establish the growing "agritourism corridor" through:

EXISTING:

- Union Grove Regenerative Muscadine Vineyard Actively Growing to 1000 Acres
- 30+ Year Old Maple View Ice Cream Shop
- North Carolina Center for Regenerative Ag
- 400 Acre Regenerative Reverence Dairy Farm
- Honeysuckle Tea House & Medicinal Gardens
- Sonark Media Recording Studio & Concert Venue
- 10 Acres of Mountain Bike Trails
- Miles of Hiking Trails
- Haw River Kayaking
- Left Hand Butchery
- Organic & Regenerative Farms Within 150-Mile Radius

FUTURE DEVELOPMENT:

- First Regenerative Distillery & Brewery in the United States (2024)
- Outdoor Concert Venue Surrounded by Vineyards (2024)
- 30-Key Union Grove Inn & Cabins (2026)
- Walking & Biking Paths Connecting Existing Offerings

KEY VALUES

1

Forge and maintain an environmentally and financially **SUSTAINABLE HOSPITALITY MODEL**

2

Uphold local, **REGENERATIVE FARMS** by serving their **NOURISHING FOOD**

3

CONNECT GUESTS TO THE LAND through pleasure and edutainment

4

Nurture a **COMPANY CULTURE** based on the **SHARED VALUES** of regenerative farming and hospitality

OUR FOOD & HOSPITALITY SECTORS ARE BROKEN

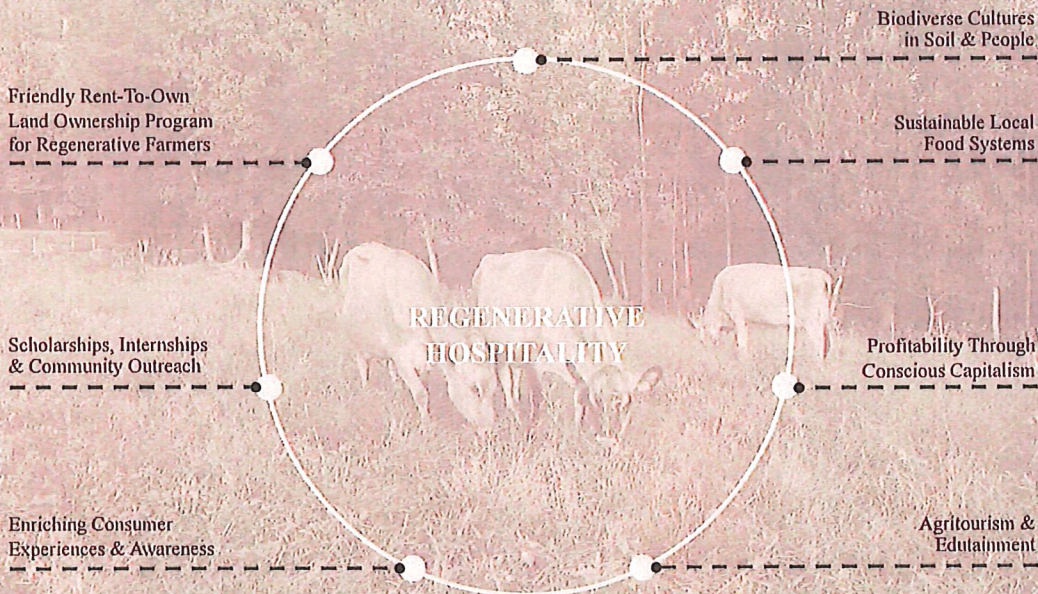
Agriculture and food are responsible for one-third of global green house gases (GHGs)

Biodiversity, water, and soil resources are being degraded by intensive farming practices

The quality and nutritional density of our food has declined and is contributing to
health epidemics

In the US, half a billion tons (equivalent to \$376bn) of food waste in hospitality comes
from hotels, restaurants, and supermarkets

A NEW HOSPITALITY MODEL



REGENERATIVE AGRICULTURE

MARKET DEMAND



1

Extreme Gap In The Market

Lack of boutique or full-service accommodations in the vicinity

2

Consumer Willing To Pay Premium For “Green” Accommodation

Significant growth in demand for eco-friendly lodgings means discerning travelers are willing to pay up to 75% more for “green” accommodation (Operto.com, 2021)

3

Concept Following & Success Proven In Other Markets

Farm-to-table experiences have long been enjoyed on the coasts, from Michelin-starred Blue Hill at Stone Barns in Upstate New York to Michelin-starred Chez Panisse in Berkeley, CA. Yet, despite its rich soil and tradition of farming, the Southeast has yet to develop true upper-upscale, local and regenerative food-focused dining and hospitality projects (Blackberry Farm withstanding and with limitations).

4

Growth & Prioritization In Environmental Sustainability

As concern about environmental sustainability grows, travelers are more invested than ever in choosing destinations that prioritize environmentally-friendly practices

5

Agrotourism Generates An Estimated \$949M In U.S. Sales

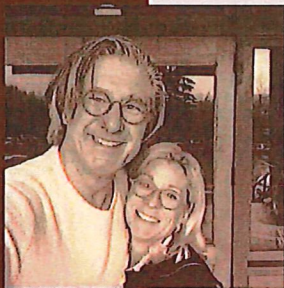
That is more than triple what it was just 15 years earlier, and this number keeps rising. In fact, a 2021 study conducted by Allied Market Research projected that the global agritourism industry will expand by an additional 13.4% by 2027 (Forbes: The Rise of Agritourism, 2022)

6

Ecotourism Sector Market Size Worldwide Expected Growth Rate Of 13.9%

“Greener, smarter and less crowded. If sustainable tourism, which aims to counterbalance the social and environmental impacts associated with travel, was the aspirational outer limit of ecotourism before the pandemic, the new frontier is “regenerative travel.” (New York Times, Aug 2020)

AUDIENCE



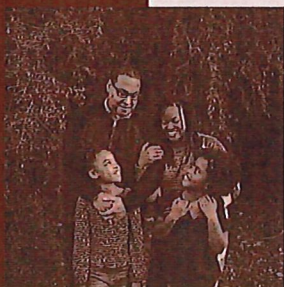
"Retiree"

Avg Age: 62

Scenario: Couple is craving a moment in nature to rejuvenate and recharge from the day-to-day.

Chosen Customizations:

- **Spa Day:** Our concierge has organized for our local spa contact to arrive at the hotel on a particular day and time.
- **Hiking:** our concierge has left a guide for two particular hikes that are within the desired range; included are driving directions to both trailheads.
- **Meal Prep:** In the couples' cabin, they will find pre-prepped meals using some of their favorite ingredients for them to make at their convenience when desiring some time alone.



"Family"

Avg Age: 42

Scenario: Family of four is on a roadtrip to Nashville and in want of a place to stopover, sightsee, and savor art and outdoor scenes.

Chosen Customizations:

- **Artist Hop:** To help make the best use of their time, we have provided a detailed guide on a half-day tour of the area's artists and artisans such as Paperhand Puppet Intervention and Raleigh Denim.
- **Road-trip:** Knowing they have been driving (and are Nashville-bound), we've stocked the refrigerator with some of their favorite snacks and put a pot of coffee on. They will also find a guide for the rest of their roadtrip – lest any landmarks or special sites at be missed en route to their destination.



"Couples"

Avg Age: 38

Scenario: Artistic couple with young kids is looking for two nights away to relax, enjoy a calm evening and beautiful scenery.

Chosen Customizations:

- **Larded Items:** We welcomed them with all-natural lollipops and a warm loaf of bread with herbed butter, charcuterie, and cheeses. An honor box in the cabin also includes natural wines, farm eggs, and seasonal produce.
- **Brewery Tour:** The pair booked the tour and tasting for their trip.
- **Chef's Dinner:** We secured tickets for a neo-Appalachian act playing the Haw River Ballroom – located next door in historic Saxapahaw – and engaged childcare for the evening.

health

- CLOSEBY OUTDOOR ACTIVITIES TO BETTER THE BODY & MIND.
- ALL-DAY CAFÉ F&B AMENITIES SERVING QUICK, NOURISHING BITES.
- PARTNERSHIPS WITH LOCAL FITNESS & SPA CONSULTANTS.
- HEALTHFUL APPROACH TO IN-ROOM AMENITIES & DESIGN ELEMENTS.
- PRODUCE SOURCED LOCALLY AND GROWN WITH AN EYE TO NUTRIENTS AND FLAVOR.

discovery

- RECREATIONAL OUTDOOR ADVENTURES WITH THE OPTION TO BOOK IN ADVANCE.
- ADJACENCY TO REGIONAL INDOOR & OUTDOOR HOTSPOTS – SUCH AS WINERIES, BREWERIES, RESTAURANTS, ART & MUSIC VENUES, HIKING & BIKING & KAYAKING SPACES.
- TRAVEL ITINERARIES CRAFTED BY A PERSONAL CONCIERGE.

community

- BI-MONTHLY CHEF POP-UP DINNERS FOR TOWNIES AND OUT-OF-TOWNERS ALIKE.
- UTILIZATION OF LOCAL INFRASTRUCTURE FOR THIRD-PARTY OPERATIONAL NEEDS.
- RETAIL LOCAL MAKER PRODUCTS WITH CUSTOM BRANDED SELECTIONS.
- FURNISH A REGIONAL GETAWAY & HIGHLIGHT EMERGING COMMUNITIES.

THE PROMISE



FOUNDERS



LISEL MORRIS

"You never change things by fighting the existing reality. To change something, build a new model that makes the existing model obsolete."

- Buckminster Fuller

- MBA, University of Colorado Boulder
- Director of Branding + Strategic Projects, AMS Hospitality, LLC
- Director of Investor Relations, The Allen Morris Company
- Analyst, Equity International
- Farmhand - France, Ireland, Italy



MOLLY MILLER

"There's a time when a man needs to fight and a time when he needs to accept that this his destiny's lost, the ship has sailed and that only a fool will continue. The truth is I've always been a fool."

- Edward Bloom, Big Fish

- MBA, Texas Christian University
- Founder, Molly C. Miller, Inc.
- Director of Concept Development, Rockbridge Hospitality Mgmt
- Director of Creative Development, Ford Fry Restaurants
- Director of Concept Development, Makeready Experience



ROLES & RESPONSIBILITIES

CHAOS CONTROLLERS

Managing all consultants, contractors and third-party vendors throughout the entire design & development process to agree with the owners' vision.

BUDGET PROTECTORS

Construct and oversee the development and preopening budgets for all project types.

BRAND CREATORS & CLARIFIERS

Ensure all aspects of design, brand and development align with the approved concept.

DETAIL DETECTIVES

Yes, the big idea is important — but it's the calculated finer motions that set up a home run.

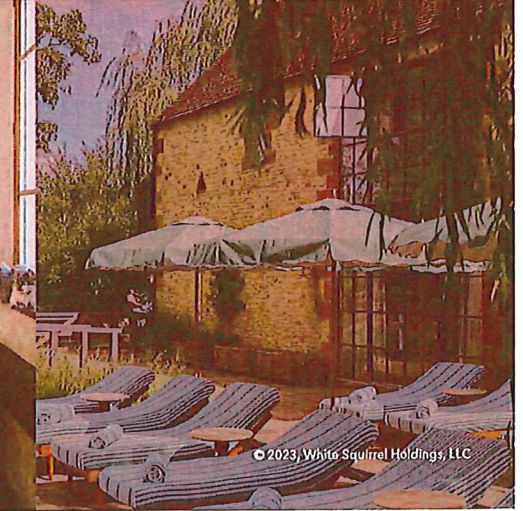
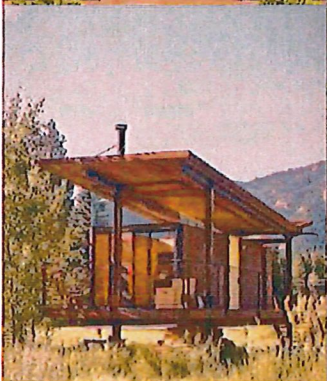
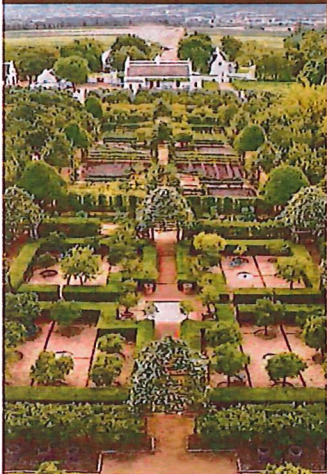
SYNERGY LEADERS

Provide and attune communication tools to encourage collaboration among all third-party affiliates.

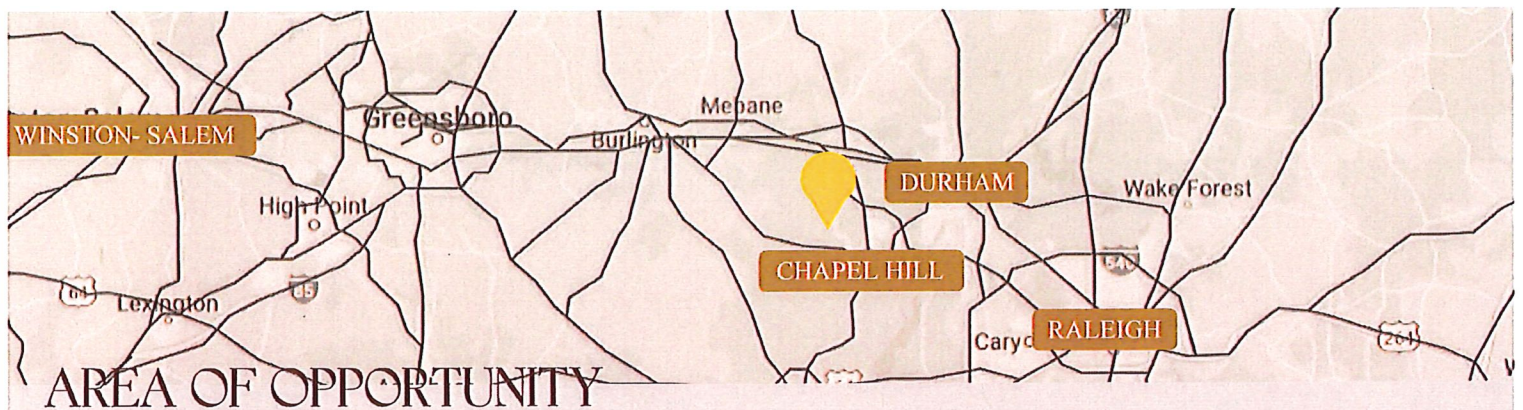
OPERATIONAL OVERSIGHT

Review all drawings during development to ensure operational maintenance and use is considered at every level.

VISUAL IDENTITY



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AREA OF OPPORTUNITY

WINSTON-SALEM

1.15 hr Drive

- Tourism increased 19% from 2021 to 2022
- Home to 3 4-year Colleges
- Median Age: 35.9
- Population: 246K
- Median Household Income: \$47K
- Reasons to Visit:
 - Museums
 - Shopping
 - Craft Breweries
 - Restaurants

CHAPEL HILL

15 min Drive

- Tourism spend up 21% from 2021 to 2022
- Home to UNC Chapel Hill
- Median Age: 25.2
- Population: 62K
- Median Household Income: \$77K
- Reasons to Visit:
 - Rock-climbing
 - Hiking
 - Craft Breweries
 - "America's Foodiest Small Town" by Bon Appétit

DURHAM

26 min Drive

- Tourism spend up 23% from 2021 to 2022
- Home to Duke University, North Carolina Central University, Durham Technical Community
- Median Age: 34.1
- Population: 287K
- Median Household Income: \$62K
- Reasons to Visit:
 - "City of Medicine"
 - #2 on "Best to Live in the US"
 - Live Music Scene

RALEIGH

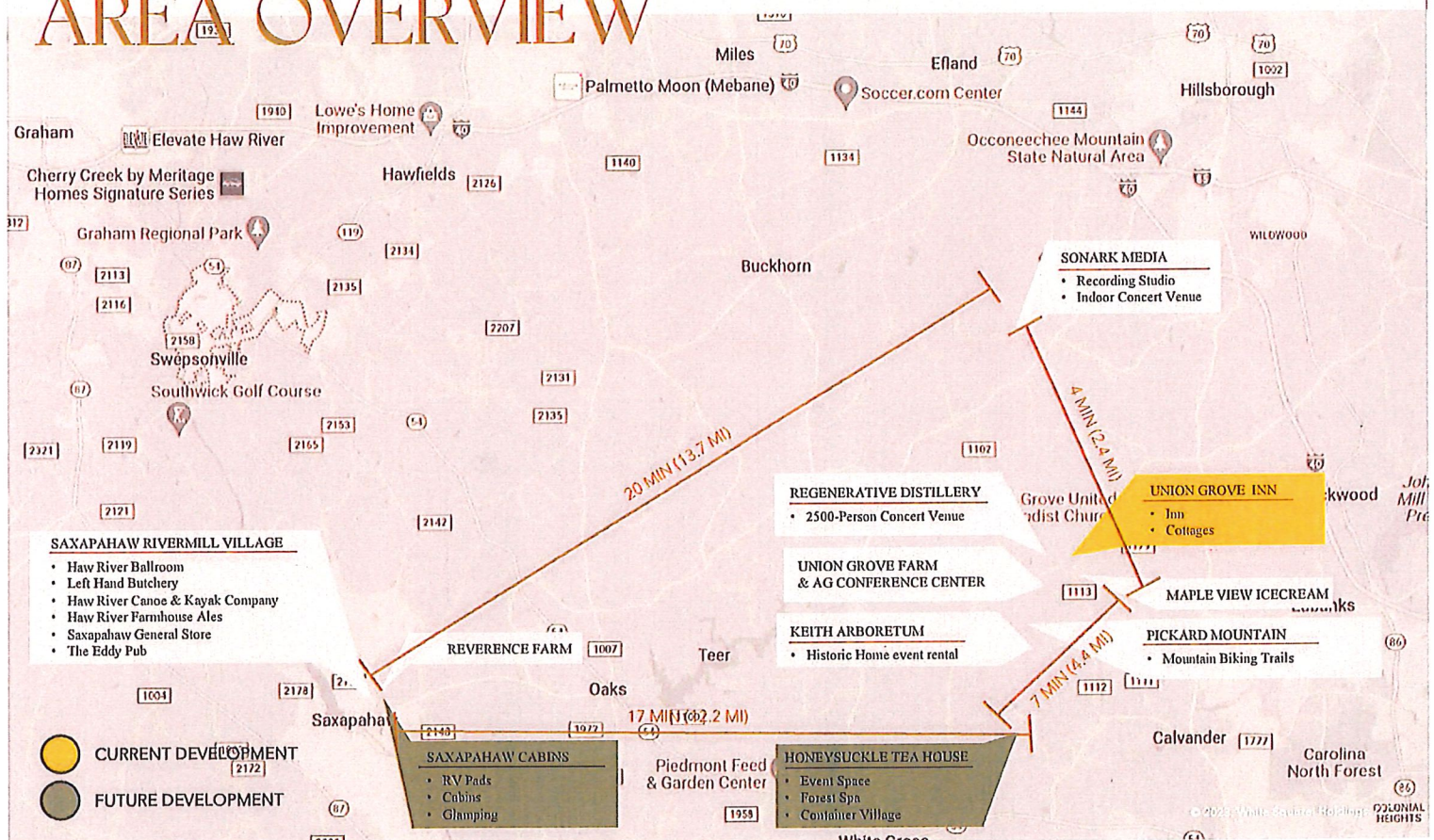
42 min Drive

- Tourism spend up 13% from 2021 to 2022
- Home to North Carolina State University, Meredith College, Shaw University, + more...
- Median Age: 34
- Population: 471K
- Median Household Income: \$70K
- Reasons to Visit:
 - Museums & Art
 - Outdoor activities
 - Historic Sites

Other Cities: Asheville (220mi) | Atlanta (380mi) | Charlotte (140mi) | Nashville (510mi) | Wilmington, NC (158mi)

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AREA OVERVIEW



UNION GROVE INN MASTER PLAN

1. 3-ACRE CULINARY GARDEN & 2000 SF PAVILION
2. 5 GARDEN COTTAGES
3. 25 KEY INN
 1. 70 SEAT RESTAURANT
 2. OUTDOOR POOL & BAR
 3. 1000 SF EVENT SPACE
4. 5 LAKE COTTAGES
5. MUSCADINE VINEYARD
6. 2500 SEAT AMPHITHEATER
7. REGENERATIVE DISTILLERY PARKING
8. REGENERATIVE DISTILLERY
9. SABA HOME RENTAL
10. AGRICULTURAL CENTER





AMMING PROGRAMMING PROGRAMMING PROGRAM

Two-story Inn with 25 rooms

16 Acres
13 Standard Kings
11 Double Kings
1 Hospitality Suite
700 SF Fitness Center

5 Garden Cottages

4 two-bedroom w/ Kitchen
1 three-bedroom w/ Kitchen

Three-Acre Culinary Garden

2000 SF Garden Pavilion

Restaurant & Coffee Shop

3000 Total SF
70 Seats
1100 SF Kitchen

2 Executive Boardrooms

600 SF Signature Boardroom
375 SF Garden Room

Two-Acre Lake

Water Reservoir
Garden Irrigation

Outdoor Pool

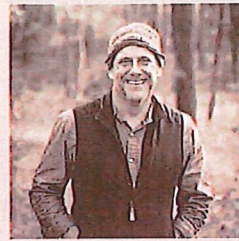
1000 SF Water Surface
1200 SF Pool Deck



LOCAL PARTNERS



Greg Bohlen
Union Grove Farm
Land Owner
Hotel Investor



Jeff Fisher
Honeysuckle
Land Owner
Management Coinvestor



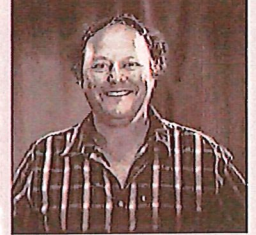
Svetlana Fisher
Honeysuckle Teahouse
Land Owner
Management Copartner



Meredith Sabye
Union Grove Farm
Land Owner



Suzanne Karreman
Dairy Farm
Land Owner



Steven Raets
Sonark Media
Land Owner

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Date: November 2023

