

EXHIBIT I



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April 10, 2025

VIA EMAIL

Cy Stober, Director
Planning and Inspections
Orange County
131 West Margaret Lane, Suite 201
Hillsborough, North Carolina 27278
Cstober@orangecountync.gov

**RE: Triangle Land Conservancy ("TLC") Response to March 21, 2025 Letter from
Bob Hornik Re: Union Grove Farm Request for Opinion on Whether its
Proposed Concert Venue is "Agritourism" under State Law**

Dear Cy:

I am writing to provide TLC's response to Bob Hornik's March 21, 2025 letter requesting that, *inter alia*, you determine the proposed plans for the Union Grove Farm ("UGF") constitute agritourism and are, thus, not subject to Orange County zoning regulations. Per my March 27, 2025, letter to Mr. Hornik, attached hereto as Exhibit 1, we agreed to resubmit to you only the question related to the proposed "amphitheater," which is the subject of a pending Board of Adjustment appeal.¹ Therefore, that is the only part of Mr. Hornik's March 21 letter to which we are responding. It is still our position that your prior interpretation that the proposed "farm stay

¹ Mr. Hornik has changed the name of the proposed 2500-seat concert venue from "amphitheater," which was used in his first request and your previous interpretation, to "farm stage." This is another deviation from our agreement with UGF and the County, however, as discussed *infra*, the label is meaningless when the use and proposed activities, arguments and supporting documentation remain the same. It is also a disingenuous attempt to gain some advantage by using an undefined term that includes the word "farm" for the first time during the entire course of this dispute over several years. "Amphitheater" is defined as an "indoor or outdoor place for public contests, games, performances, exhibitions, etc.; an arena, stadium, or auditorium." *See* Dictionary.com. We can locate no definition for "farm stage," so will use the term "concert venue" to cover both.

center” is not agritourism is final and binding,² and also that it was correct, but that will not be addressed by this response.

Also, while your November 2024 interpretation concluded that the then-amphitheater did qualify as agritourism, you did not have the opportunity to consider any contrary arguments. Now you do, and when the controlling law and facts are correctly analyzed, the concert venue is neither an agritourism nor a farm use and, thus, should be subject to the Orange County Unified Development Ordinance (the “UDO”) and other applicable controlling County regulations.

I. Facts and Background.

UGF is an existing farm in Orange County that has asked the County to allow it to develop and operate a 2,500-seat concert venue on two (2) parcels of existing farmland (the “Property”). The Property is zoned Rural Buffer under the UDO and is owned by: Bandit Farms II LLC (owner of PIN: 9851-71-4716); and Bandit Farms III LLC (owner of PIN: 9851-62-2001). The use of the Property for this proposed concert venue - regardless of the name - is not permitted in the Rural Buffer district without a rezoning. This is why UGF has asked it to be classified as “agritourism.” Specifically, UGF seeks to be exempt from both the rezoning process and compliance with all other County zoning regulations that would be applicable in any zoning district to a concert venue of this size and intensity.

TLC is a nonprofit entity that exists and operates for conservation purposes. TLC holds a conservation easement over both parcels (PINS: 9851-71-4716 and 9851-62-2001) and most of the proposed concert venue is located on TLC’s conservation easement. This is not allowed without TLC’s permission. TLC does not consent to the use of the easement for this purpose and that has been communicated to UGF. UGF has nonetheless asked the County not only to allow the concert venue in contravention of the County’s zoning regulations, but also in direct violation of TLC’s conservation easement rights.

Mr. Hornik attached to both his interpretation requests the same documents to explain UGF’s proposal, including a presentation entitled “Union Grove Farm & Inn,” which “provides an overview of my client’s vision,” and includes the “Union Grove Inn Master Plan.” The Master Plan has ten (10) components, one of which is the 2,500-seat concert venue. Despite UGF’s recent decision to change the reference from an amphitheater to a farm stage, it is referred to multiple times in the attachments to Mr. Hornik’s letter as a “concert venue.” *See, e.g.*, Letter Attachment A, Union Grove Farm & Inn Presentation, slide 4 (“Future Development: ... Outdoor Concert Venue”) and slide 15 (“2500-Person Concert Venue”); and Letter Attachment C, Site Plan, (showing location of “new concert stage,” and “dressing rooms/artist areas”).³ Prior site plans and

² We have not received an official position from the County regarding whether your November 12, 2024 determination was final. However, you state in an email to Tom Altieri dated November 1, 2024 (attached hereto as Exhibit 2) that you “expect an appeal, perhaps from both sides.” Because only final and binding determinations can be appealed, this email is some indication the County agrees with TLC’s position on finality.

³ The Site Plan attached to the Letter is scaled in a way that makes it illegible; however, TLC previously obtained a clear version from UGF, which is attached hereto as Exhibit 3.

depictions provided to TLC have consistently referenced an “amphitheater” and that is the term used in all prior discussions and negotiations between TLC and UGF over the past several years. *See also* April 2024 article from Chapelboro.com, [What's Happening at Union Grove Farm? A New Grape, A Distillery, and A Coffee Trailer - Chapelboro.com](#), attached hereto as Exhibit 4 (there will be a music venue at UGF to complement the proposed distillery).

With respect to UGF’s bases to claim the concert venue is agritourism, Mr. Hornik’s letter argues the following:

- It will be “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.”
- It “will feature stones originating onsite and other repurposed materials previously used on the Farm;” and
- “[e]very event scheduled at the farm stage will include an educational component describing regenerative farming practices and the benefits derived from them.”

Mr. Hornik’s letter includes examples of the alleged “educational component” that will accompany each show. These are found at a link to a 4 minute and 39-second-long video entitled “Sheep are key to regenerative vineyards” and a link to a 4 minute and 19-second-long video entitled “UGF Founding Microbiologist.”⁴ However, based on your previous email to me on November 15, 2024, attached hereto as Exhibit 5, these videos played no part in your decision that the then-amphitheater was a farm use, so we assume you will not consider the videos in this new request. Regardless, playing a pre-recorded video on a farm that could be played anywhere else should be irrelevant to the agritourism determination, as explained in detail *infra*.

According to Mr. Hornik’s March 21 letter, UGF’s proposal “aligns with other agritourism properties throughout North Carolina;” however, there has never been a decision in North Carolina of which we are aware that classifies a 2500-seat concert venue as agritourism – free from all zoning regulations otherwise designed to protect neighbors and others from adverse impacts and the public health and safety generally. And there is no legal or factual basis for the County to make that unprecedented determination in this case.

II. The Proposed Concert Venue is Not an Agritourism Use Under N.C. Gen. Stat. § 160D-903.

A. Summary of the Applicable Law.

Per state statute, property used for “bona fide farm purposes” is exempt from County zoning regulations. *See* N.C. Gen. Stat. § 160D-903. The application of this statute is limited to property that is actually being used for a bona fide farm. *See Jeffries v. Harnett County*, 259 N.C. App. 473, 817 S.E.2d 36 (2018), *cert denied*, 826 S.E.2d 710 (2019). Land on a farm that is used

⁴ Mr. Hornik’s initial interpretation request included the actual website addresses for these video links; however, the March 21 letter only provides a hyperlink and not the actual website address.

for non-farm purposes is not exempt from zoning regulation by the statute or Orange County's UDO. *Id.*; see also N.C. Gen. Stat. § 160D-903(a); UDO § 1.1.8(A)(the provisions of the UDO still apply to "[a]ny non-farm use of farm property")(emphasis added).

The statute defines a "bona fide farm purpose," which includes traditional farming production and activities, as well as "a building or structure that is used for agritourism." The term "agritourism" is also defined in the statute 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."

Certain activities are clearly identified in the statute as agritourism; however, farm stages, amphitheaters and concert venues are not. Furthermore, binding appellate precedent as well as guidance from the UNC School of Government (the "SOG"⁵) are clear that the statutory definition of agritourism cannot reasonably be interpreted to include UGF's proposed concert venue. Again, there is no precedent or legal opinions to support UGF's requested determination.

Jeffries v. Harnett County, *supra*, set forth the framework to determine whether a use is agritourism and controls here. The issue in *Jeffries* was whether commercial shooting activities on a bona fide farm such as "shooting towers, sporting clay, skeet and trap ranges, rifle ranges and pistol pits" constituted agritourism, and the court held they did not. The decision was based on the court's analysis of legislative intent. *Jeffries* held that simply operating a use on a farm does not automatically convert it to a farm use. Instead, the court must use the canons of statutory construction to determine what the General Assembly intended when it defined "agritourism."⁶

Applying those canons, the *Jeffries* court held the proposed uses "even when performed on a bona fide farm, and even when done in preparation for the hunt, were not contemplated by our legislature as types of 'agritourism' activities intended to be shielded from countywide zoning under the statutory farm exemption." *Id.* at 496, 817 S.E.2d at 51. This was because, *inter alia*, "shooting activities that require the construction and use of artificial structures and the alteration of natural land, such as clearing farm property to operate gun ranges, share little resemblance to

⁵ SOG publications and opinions are frequently cited as persuasive authority in zoning and land use cases in North Carolina.

⁶ Your November 1, 2024 email to Tom Altieri erroneously states that the courts have "repeatedly ruled" counties must interpret agritourism broadly. *Jeffries* correctly holds the courts must instead determine whether the proposed use was intended by the statute drafters to include the requested exemption. *Jeffries* is also proof that the General Assembly does not always react to add uses after an adverse court ruling. *Jeffries* is currently the controlling law on shooting ranges and related activities.

the listed rural agritourism activity examples or the same spirit of preservation or traditionalism.” *Id.* at 495, 817 S.E.2d at 51. The court defined “rural” as “in, related to or characteristic of the countryside.” *Id.* at 493, 817 S.E.2d at 49. The examples in the statute are the types of uses that are rural, and typically occur in a rural setting, and the proposed shooting activities did not meet this test.

SOG Professor Jim Joyce aptly summarized *Jeffries* and the analysis of agritourism question as follows:

1. ***Agritourism uses are those performed on a farm because it derives some value from or requires the farm or natural setting.*** For example, a shooting range just needs open space—it does not derive any other value from being on a farm or in a natural environment. On the other hand, a game reserve with animals kept on site necessarily must be in a rural setting. In practice, this can be a tricky factor to analyze, but one might consider what value the use derives from being on a farm or in a rural environment. For instance, does it *have* to be in a rural setting? Does being on a farm add substantially to the experience?
2. ***A use is more likely to be considered agritourism if its risk profile aligns with that of farm uses.*** Chapter 99E of the General Statutes, where the definition of “agritourism” was found at the time of the *Jeffries* decision, also defines the “inherent risks of agritourism activity.” These risks include “surface and subsurface conditions, natural conditions of land, vegetation, and waters, the behavior of wild or domestic animals, and ordinary dangers of structures or equipment ordinarily used in farming and ranching operations.” Thus, as the *Jeffries* court reasoned, if the risks inherent to a use differ greatly from those related to natural conditions, animals, and farm structures and equipment, it is likely not agritourism. For instance, a shooting range has risks (misfires, accidental shooting, etc.) that differ significantly from the risks of operating a farm.
3. ***Agritourism uses do not require much in the way of artificial structures or alterations to the land.*** The *Jeffries* court also described the construction and use of artificial structures or the altering of natural land as making it less likely that a structure or activity would be considered agritourism. So, a hunting preserve, which does not require alteration of the natural environment save for the odd deer stand or duck blind that is relatively easy to remove, is more likely to be an agritourism use. On the other hand, an outdoor shooting range that requires construction of berms or baffles, targets, possibly lights, and a covered firing line substantially alters the natural environment.

See Jim Joyce, “What the heck is “agritourism? Defining a non-farming agricultural use,” UNC School of Government (July 7, 2022). Attached hereto as Exhibit 6.

In another SOG article, Professor David Owens, a well-known and often-cited authority in North Carolina land use law, specifically discusses whether an outdoor concert venue, such as an “outdoor amphitheater,” is a farm or nonfarm use. See David Owens, “What Does the Farm Exemption from Zoning Regulations Include?,” UNC School of Government (February 17, 2016). Attached hereto as Exhibit 7. Specifically, Professor Owens states:

“If you consider a continuum with “farm purposes” on one end and “nonfarm purposes” on the other, activities on either end of the scale are easy to identify. A horse stable, a commercial greenhouse, and a pond growing fish for sale are farm purposes exempt from county zoning. An asphalt plant, a convenience store/gas station, or a residential subdivision are nonfarm purposes subject to county zoning even if conducted on a qualifying farm. A roadside farm stand is incidental to the farm. A Super Walmart that has a produce section is not. Clearing out the barn for a monthly square dance is likely incidental to farming or agritourism, but **an outdoor amphitheater with regular large concerts is a nonfarm commercial activity subject to zoning.**”

Id. (emphasis added).

B. Application of North Carolina Law to UGF’s Proposed Concert Venue.

There are multiple reasons that the proposed concert venue should not be classified as agritourism, which are explained below:

First, as the *Jeffries* court held, the concert venue is not agritourism simply because it is located on a bona fide farm. If the location of a use among historic farm buildings is all that is required for a use to be considered agritourism, then an asphalt plant or a Super Walmart, could be located on farm property free from local zoning regulations. *See D. Owens, supra; see also Jeffries v. Harnett County*. Not only would this lead to an illogical and potentially dangerous result, but this would also render meaningless the distinction in the state statute between farm and non-farm uses. Simply put, whether or not a proposed use will be located in the farm setting and among the historic farm buildings, is not the test to determine whether a use meets the definition of agritourism. Instead, the determination is made by reviewing the actual use proposed, the statutory definition of agritourism, and an analysis of legislative intent, including whether the proposed use is a traditionally rural versus an urban use. *See also, e.g., Hammock & Assoc. v. Washington County*, 89 Or. App. 40, 747 P.2d 373 (1987)(proposed use of rural land for an amphitheater was “urban” rather than “rural,” and was thus subject to land use regulation because of its large capacity for people and the substantial increase in traffic).

Nonetheless, each of Mr. Hornik’s arguments attempt to convert a concert venue that could be located in many different settings to be agritourism just because it is on a farm. This was one of the arguments expressly rejected in *Jeffries*. Concert venues have no traditional connection to farming and are not historically “rural” activities. Instead, they are often located in highly populated urban areas across the state. One example is the Red Hat Amphitheater in downtown Raleigh, which has 1,800 fixed seats, plus additional open seating areas. In 2024, Red Hat hosted 50 concerts with 280,687 attendees.⁷ There is no reason a new concert venue larger than Red Hat should be exempted from zoning regulations, which are intended to protect the impacts of intense uses and the public health and safety. There are simply no agritourism uses that have been upheld

⁷ *See* <https://www.bizjournals.com/triangle/news/2025/03/03/red-hat-amphitheater-economic-impact-33-million.html>. Attached hereto as Exhibit 8.

by the North Carolina courts to date that are analogous to the proposed concert venue. The closest is *Jeffries* which rejected the agritourism designation.

UGF's arguments that sitting outside at a concert venue on a farm to hear music and which features "stones" and other repurposed materials converts an otherwise nonfarm use to agritourism should be rejected out of hand. Statements by Mr. Hornik such as the concert venue "will demonstrate the pragmatism of historic farm life," are nonsensical and belie UGF's own description of the use which is that of a traditional large concert venue. The proposed music venue does not derive any value from, or require the use of, the farm setting. *See Jeffries, supra* (agritourism uses are those performed on a farm because it derives some value from or requires the farm or natural setting).⁸

Additionally, Mr. Hornik's March 21 letter includes examples of "North Carolina bona fide farms supported by agritourism;" however, this is misleading because, as explained herein, non-farm uses may be located on bona fide farms if they comply with local zoning regulations. Mr. Hornik's letter does not provide any evidence to support his allegation that the other locations listed are bona fide farms, or to show that concert venues akin to the one proposed here were allowed as farm uses exempt from local zoning regulations. At least one of the examples provided in Mr. Hornik's letter is a portable stage, which is typically a temporary use, and others had very small stages. See images attached hereto as Exhibit 9.

Furthermore, the statements in Mr. Hornik's letter made to connect the concert venue to agritourism do not change the commonsense fact that the proposed use is not agritourism. For example, stating the venue will "feature stones originating onsite and other repurposed materials previously on the Farm" does not somehow convert the construction of a new concert venue to a farm purpose. Likewise, offering to show a four-minute video at some point during a concert event to highlight individuals who work on a farm does not change the fact that the amphitheater is serving as a concert venue. *See, e.g.* Site Plan. As Professor Owens succinctly stated, "an outdoor amphitheater with regular large concerts is a nonfarm commercial activity subject to zoning." *See* David Owens, *supra*.

Second, the risk profile of a 2,500-seat concert venue is inherently different than the risk profile of a farm use. *See Jeffries* (a use is more likely to be considered agritourism if its risk profile aligns with that of farm uses). As you determined previously in your November 2024 decision, absent the agritourism exception, the proposed use is an "Assembly Use (Theater, Use 84)," which "*is not permitted in Rural Buffer zoning districts.*" (emphasis added). This fact alone shows the risk profile of the concert venue is different than the risk profile of a true farm use, as one is allowed at the Property and the other is not.

⁸ It should also be noted that the overall project includes other components, such as the Center for Regenerative Agriculture and the 2,000 square foot pavilion, both of which offer events and education related to the farm use. These components further amplify the difference between an agritourism use and the proposed concert venue. The inclusion and purpose of these components also demonstrate UGF's claim that playing videos at a concert venue to convert it to agritourism is a ruse, because farming education is already properly conducted elsewhere on UGF.

The difference in the risk profile is also evident from the traffic that will be generated by the proposed amphitheater. To add perspective, Union Grove Church Road, which is adjacent to the Property, has an average daily trip generation of fifteen vehicles a day, with peak hours seeing less than five vehicles. This type of trip generation is typical of a rural farm. Our initial investigation shows that the concert venue would generate an average of 550 vehicles per day.

The risk profile difference is also demonstrated by the noise that will be generated by the proposed use. According to the National Institute of Health, outdoor music concerts average 94-110 decibels of sound. The Orange County UDO sets a limit of 50 decibels between 7 a.m. and 7 p.m. and 45 decibels between 7:00 p.m. and midnight. These are all concerns that traditionally are evaluated when a proposal of this size and magnitude is considered, which have not been addressed here.

Third and finally, pursuant to *Jeffries*, agritourism uses do not require much in the way of artificial structures or alterations to the land. The concert venue likewise fails this test. Simply using “stones originating onsite” and “other repurposed materials previously used on the farm,” does not change the fact that the concert venue will require the construction of a new venue with a new stage, 2,500 seats, restrooms, and backstage dressing rooms and artist areas. These are all artificial structures and alterations to the land, similar to the proposed uses in *Jeffries*.

Classifying this concert venue as agritourism also raises public safety and welfare concerns. Zoning regulations, as well as Building Code regulations, are enacted to ensure the public health, safety and welfare. The proposed concert venue would bring thousands of public visitors and require, among other things, the coordination of on-site traffic and parking and maneuvering vehicles associated with performances and stage set-up. Zoning and building code regulations are intended to address issues such as traffic, ingress and egress, life safety measures (including exit signs and lighting in the event of a power outage or emergency), parking spaces, ensuring appropriate spacing between structures, and buffering uses between neighboring properties. Classifying the concert venue as agritourism would allow the operation of a use with significant impacts to proceed without complying with any of these measures, which ordinarily provide safeguards to ensure appropriate and safe development.

In sum, a determination that UGF’s proposed concert venue is an agritourism use and, thus, exempt from zoning regulation is not supported by any facts or law and we respectfully request that you agree with TLC’s position. The additional information we have submitted establishes that exempting this use from the UDO is contrary to the intent of the General Assembly in providing the agritourism exception and will likely cause significant adverse impacts to the surrounding neighbors and others.

If you require further information, please let us know, and we appreciate your consideration.

Sincerely,



Robin L. Tatum

Attachments.

cc: Sandy Sweitzer (via email)
Robert Howes (via email)
Robert Hornik (via email)
Catherine Hill (via email)
LeAnn Nease Brown (via email)



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March 27, 2025

VIA EMAIL

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Re: Union Grove Farm – Request for Determination Re: Whether Proposed Amphitheater is “Agritourism”

Dear Bob:

We were perplexed and surprised by your March 21 letter to Cy Stober requesting a decision as to whether *all* of the “current and proposed activities at Union Grove Farm” qualify as agritourism under N.C. Gen. Stat. §160D-903.

Our client Triangle Land Conservancy (“TLC”) and neighbors, Susan Worthy, Sara Howard and Scott Oglesby (represented by LeAnn Brown) appealed Mr. Stober’s November 11, 2024 determination that the amphitheater proposed by Union Grove Farm (“UGF”) on its proposed plans was “agritourism” under N.C. Gen. Stat. § 160D. TLC also appealed Mr. Stober’s characterization of the determination as an “advisory” opinion.

As you know, the parties’ attorneys met on March 4 to discuss the upcoming March 12 hearing. To streamline the issues and avoid litigation on the finality question at the BOA, we jointly agreed to allow Mr. Stober to again consider the “amphitheater” question under certain terms.

The email memorializing our Agreement, which was prepared and sent by you, provides as follows:

Thanks for the meeting this morning. This email will confirm the scheduling agreement reached last week regarding the appeal from Cy Stober’s advisory opinion concerning the proposed amphitheater at Union Grove Farm. The parties agree to this process to avoid additional costs and expenses from litigating procedural matters. The appellants have not



waived their arguments that the Nov 12, 2024 letter was a final, binding and appealable decision nor have they waived any other arguments related to their filed appeals, nor have my clients waived their arguments to the contrary.

Based on our discussion, we agreed, first, that we to jointly request that the Board of Adjustment hearing scheduled for Wednesday March 12, 2025 be continued until June 11, 2025 (the Board's regular meeting date in June); ***my client (Union Grove Farm and its constituent LLC's) will submit a request to Cy Stober for a final determination regarding the amphitheater proposed as part of the agritourism use of the Farm by March 21, 2025.*** The applicants/appellants (your clients) will submit any objection/input they may have regarding my client's new submission by April 11, 2025; ***Cy Stober will make a determination identified as final and binding on my client's new submission regarding the amphitheater issue*** by May 1, 2025; then any aggrieved person/party may appeal from that final and binding determination in accordance with Chapter 160D and the Ordinance provisions on appeals of final and binding determinations. That appeal, if any, and the original appeals would be placed on the Board of Adjustment's meeting agenda for hearing on June 11, 2025.

(emphasis added).

Based upon all counsels' agreement, as memorialized in your email, we expected a request related solely to a proposed amphitheater use at UGF. The March 21 letter violates our agreement in most every respect. We agreed to a new request related *only* to the amphitheater. Our agreement was intended to bring the narrow amphitheater issue to the board of adjustment and not to provide your client with a second "bite at the apple" to obtain a different decision on a question we contend has already been finally decided and was not appealed, *i.e.*, whether the proposed "farm stay center" is "agritourism." *See, e.g., S.T. Wooten Corp. v. BOA of Town of Zebulon*, 210 N.C. App. 633, 711 S.E. 2d 158 (2011). We did not and would never have agreed to postponing the hearing or allowing a new request on determinations not appealed. We were convinced to agree to a clarifying process for efficiency before the Board of Adjustment. Our agreement has not been honored.

Since you are not following the agreement reached, the Appellants will proceed with the initial appeals filed by our clients in December 2024 and ask the BOA to place those appeals *only* on the June 11, 2025 agenda. It is our position that the decision appealed is final and binding. *See In re: Appeal of the Society for the Preservation of Historic Oakwood* 153 N.C. App. 737, 571 E.E. 2d 588 (2002); *Meier v. City of Charlotte*, 206 N.C. App. 471, 698 S.E.2d 704 (2010). If we prevail on the initial appeal, your second interpretation request will be moot. As such, there is no reason to hear a second appeal if we prevail on the first.

We will provide a response to the portion of your second request in the March 21 letter that changes the label of the amphitheater to a "farm stage" by the agreed upon April 11, 2025 deadline. Our responses will be to that issue alone. We ask Cy Stober (copied) to await our



response on that limited matter before responding and request his response be limited to the agreed upon amphitheater (now "farm stage") only until our appeals are heard and decided.

While I am signing this letter, please consider it a collective response from LeAnn on behalf of her clients and me on behalf of mine.

Sincerely,

A handwritten signature in blue ink that reads "R. L. Tatum". The signature is fluid and cursive, with the first name "R." and last name "Tatum" clearly distinguishable.

Robin L. Tatum

RLT

cc: Cy Stober (via email cstober@orangecountync.gov)
James Bryan (via email jbryan@orangecountync.gov)
LeAnn Nease Brown (via email lnease@brownandbunch.com)
Catherine Hill (via email catherinehill@foxrothschild.com)