

STATE OF NORTH CAROLINA
ORANGE COUNTY

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

TRIANGLE LAND CONSERVANCY

Plaintiff,

v.

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

Defendants.

**UNION GROVE FARM, INC.'S, BANDIT
FARMS II, LLC'S, AND BANDIT FARMS
III, LLC'S MOTION FOR LEAVE TO
AMEND THEIR COUNTERCLAIMS**

NOW COME Defendants Union Grove Farm, Inc. ("Union Grove Farm"), Bandit Farms II, LLC ("Bandit Farms II"), and Bandit Farms III, LLC ("Bandit Farms III") (collectively, the "Union Grove Farm Defendants"), by and through the undersigned counsel, to hereby move the Court for leave to amend their Answer, Affirmative Defenses, and Counterclaims (the "Counterclaims") pursuant to North Carolina Rule of Civil Procedure 15(a). In support of their Motion, the Union Grove Farm Defendants show unto the Court the following:

1. Plaintiff Triangle Land Conservancy ("TLC") initiated this action by filing a Complaint in Orange County Superior Court on August 15, 2025.
2. The Union Grove Farm Defendants responded by filing their Answer, Affirmative Defenses, and Counterclaims on September 22, 2025.
3. On November 18, 2025, TLC filed its Answer and Defenses to the Union Grove Farm Defendants' Counterclaims.
4. The Union Grove Farm Defendants hereby request leave to amend their Counterclaims pursuant to Rule 15(a), which provides that leave to amend "shall be freely given when justice so requires." N.C. Gen. Stat. § 1A-1, Rule 15(a). A copy of the Union Grove Farm

Defendants' proposed Amended Answer, Affirmative Defenses, and Counterclaims (the "Proposed Amended Counterclaims") is attached hereto as Exhibit A. A comparison document illustrating all changes included in the Proposed Amended Counterclaims is attached hereto as Exhibit B.¹

5. The Union Grove Farm Defendants seek to add a declaratory judgment claim that addresses the scope of permitted uses on the Conservation Property. TLC seeks in its Complaint declarations regarding the Conservation Property owners' rights to construct an amphitheater or similar structure for purposes of hosting live music and other events. TLC is not seeking any declaration regarding the scope of permitted uses (as opposed to structures or buildings) on the Conservation Property. Absent such a declaration, the matters currently in controversy regarding the Union Grove Defendants' plans for the Conservation Property will not be fully adjudicated, subjecting them to further disputes in the future.

6. The requested amendment is made in good faith without purposes of delay, and it will not prejudice TLC or any of the other parties to this litigation. The Union Grove Farm Defendants seek declarations related to the meaning of the Conservation Easement that have been necessitated by the same operative facts upon which TLC's Complaint and the Union Grove Farm Defendant's Counterclaims are based. Thus, the amendment will result in no surprise to TLC, nor will the scope of relevant facts be significantly expanded by way of the amendment.

WHEREFORE, the Union Grove Farm Defendants respectfully request that the Court, in its broad discretion, grant this Motion and allow them to amend their Counterclaims in accordance with the proposed amendments included in Exhibit A hereto.

¹ The Union Grove Farm Defendants' Proposed Amended Counterclaims do not seek to amend any of the exhibits to the existing Counterclaims. Those exhibits have been excluded from Exhibits A and B hereto for brevity.

Respectfully submitted this the 10 day of April, 2026.

WYRICK ROBBINS YATES & PONTON LLP

By: /s/ Samuel A. Slater
Samuel A. Slater (NC Bar No. 43212)
sslater@wyrick.com
Mary Kate Gladstone (NC Bar No. 58161)
mgladstone@wyrick.com
4101 Lake Boone Trail, Suite 300
Raleigh, North Carolina 27607
Telephone: 919-781-4000
Facsimile: 919-781-4865

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

CERTIFICATE OF SERVICE

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

Catherine H. Hill
Robin L. Tatum
Smith, Anderson, Blount, Dorsett, Mitchell & Jernigan, LLP
Post Office Box 2611
Raleigh, North Carolina 27602-2611
chill@smithlaw.com
rtatum@smithlaw.com
Attorneys for TLC

Paul M. Dubbeling
P.M. Dubbeling, PLLC
210 North Columbia Street
Chapel Hill, North Carolina 27514
paul@pmdubbeling.com
Attorney for Meredith Sabye

Anna Farmer
Dogwood Legal, Inc.
118 E. Main Street, Room 206
Carrboro, North Carolina 27510
farmer@annshylaw.com
Attorney for EastWest Organics, LLC

This the 10 day of April, 2026.

WYRICK ROBBINS YATES & PONTON LLP

By: /s/ Samuel A. Slater
Samuel A. Slater
Attorney for Union Grove Farm, Inc.; Bandit Farms II, LLC; and Bandit Farms III, LLC

EXHIBIT A

STATE OF NORTH CAROLINA
ORANGE COUNTY

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

TRIANGLE LAND CONSERVANCY

Plaintiff,

v.

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

Defendants.

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

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

NATURE OF THE ACTION

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

PARTIES, JURISDICTION AND VENUE

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

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

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

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

FACTUAL ALLEGATIONS

A. The Conservation Property¹

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

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

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

14. Answering Defendants admit the allegations in Paragraph 14.

15. Answering Defendants admit the allegations in Paragraph 15.

16. Answering Defendants admit the allegations in Paragraph 16.

17. Answering Defendants admit the allegations in Paragraph 17.

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

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

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

B. The Conservation Easement Violations.

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

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

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

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

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

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

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

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

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

29. Answering Defendants deny the allegations in Paragraph 29.

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

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

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

33. Answering Defendants admit the allegations in Paragraph 33.

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

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

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

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

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

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

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

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

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

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

42. Answering Defendants deny the allegations in Paragraph 42.

C. The Proposed Amphitheater

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

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

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

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

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

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

48. Answering Defendants deny the allegations in Paragraph 48.

49. Answering Defendants deny the allegations in Paragraph 49.

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

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

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

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

54. Answering Defendants deny the allegations in Paragraph 54.

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

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

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

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

59. Answering Defendants admit the allegations in Paragraph 59.

FIRST CAUSE OF ACTION

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

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

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

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

63. Answering Defendants deny the allegations in Paragraph 63.

64. Answering Defendants deny the allegations in Paragraph 64.

65. Answering Defendants deny the allegations in Paragraph 65.

66. Answering Defendants deny the allegations in Paragraph 66.

67. Answering Defendants deny the allegations in Paragraph 67.

68. Answering Defendants deny the allegations in Paragraph 68.

69. Answering Defendants deny the allegations in Paragraph 69.

70. Answering Defendants deny the allegations in Paragraph 70.

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

SECOND CLAIM FOR RELIEF

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

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

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

78. Answering Defendants deny the allegations in Paragraph 78.

79. Answering Defendants deny the allegations in Paragraph 79.

80. Answering Defendants deny the allegations in Paragraph 80.

THIRD CLAIM FOR RELIEF

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

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

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

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

84. Answering Defendants deny the allegations in Paragraph 84.

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

86. Answering Defendants deny the allegations in Paragraph 86.

87. Answering Defendants deny the allegations in Paragraph 87.

88. Answering Defendants deny the allegations in Paragraph 88.

89. Answering Defendants deny the allegations in Paragraph 89.

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

FOURTH CLAIM FOR RELIEF

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

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

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

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

94. Answering Defendants deny the allegations in Paragraph 94.

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

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

97. Answering Defendants deny the allegations in Paragraph 97.

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

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

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

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

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

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

102. Answering Defendants deny the allegations in Paragraph 102.

103. Answering Defendants deny the allegations in Paragraph 103.

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

FIFTH CLAIM FOR RELIEF

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

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

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

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

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

AFFIRMATIVE AND OTHER DEFENSES

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

MOTION TO DISMISS

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

FIRST DEFENSE

Plaintiff's claims are barred in whole or in part by the doctrines of estoppel, waiver, unclean hands, ratification, acquiescence, consent, and/or in pari delicto by its own conduct, including but not limited to, failure to enforce the terms of the Conservation Easement when violations occurred prior to Answering Defendant's ownership of the Conservation Property and Plaintiff's agreement to expand the Farm Envelope.

SECOND DEFENSE

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

THIRD DEFENSE

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

FOURTH DEFENSE

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

FIFTH DEFENSE

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

COUNTERCLAIMS

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

NATURE OF THE ACTION

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

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

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

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

JURISDICTION

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

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

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

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

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

FACTUAL BACKGROUND

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

71. In tandem with TLC's efforts to distance itself from its agreement to expand the Conservation Easement, TLC participated in efforts to oppose UGF's request to the Orange County Planning and Inspections Director, Cy Stober, for a determination that certain proposed uses, including the proposed amphitheater, constitute "agritourism" and, therefore, are exempt from county zoning regulations.

72. TLC's written submissions to Mr. Stober opposing an "agritourism" determination for UGF's proposed activities, make clear that TLC is not solely concerned with construction of an amphitheater on the Conservation Property. It is, instead, concerned with the specific use of hosting live music and other events on the Conservation Property.

73. For example, in an April 10, 2025 letter to Mr. Stober, counsel for TLC discussed the "risk profile" of a concert venue versus a "farm use," noting the expected increased traffic in the area following construction of a "concert venue" and the expected sound impacts of "outdoor music concerts."

74. TLC's counsel concluded the April 10, 2025 letter by noting:

Classifying this concert venue as agritourism also raises public safety and welfare concerns. . . . 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[.]

75. TLC's submissions to the Orange County Planning and Inspections Director reflect that TLC is not chiefly concerned with an amphitheater being built on the Conservation Property; it is concerned with the uses that would be conducted on such an amphitheater.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

THIRD CLAIM FOR RELIEF
(Declaratory Judgment)

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

104. An actual dispute and justiciable controversy exists between UGF, Bandit Farms II, and Bandit Farms III and TLC concerning the Conservation Easement's scope and meaning, as well as the permitted activities on and uses of the Conservation Property.

105. The Conservation Easement regulates the construction of buildings and other structures on the Conservation Property.

106. The Conservation Easement does not regulate uses of the Conservation Property, with the exception of three specifically stated prohibited uses: golf courses, airstrips, and helicopter pads.

107. TLC seeks in this litigation declaratory judgments that the owners of the Conservation Property are prohibited by the terms of the Conservation Easement from building any structure that could be used as an amphitheater and/or similar use, such as a farm stage.

108. TLC intends not only to restrict construction on the Conservation Property, but also to prevent the owners of the Conservation Property from engaging in various uses at the property, including but not limited to live music events or other gatherings.

109. TLC seeks to restrict the uses and activities that may be conducted on the Conservation Property.

110. Due to TLC's efforts to prevent certain uses and activities on the Conservation Property, owners of the Conservation Property face uncertainty regarding their rights and the scope of permitted uses and activities under the Conservation Easement.

111. Accordingly, UGF, Bandit Farms II, and Bandit Farms III request a declaratory judgment stating that:

- a. The Conservation Easement restricts the construction of buildings and structures on the Conservation Property, but it does not regulate or limit uses at the Conservation Property with the exception of golf courses, airstrips, and helicopter pads;
- b. Uses other than golf courses, airstrips, and helicopter pads are permitted on the Conservation Property without any oversight or approval by TLC unless that use requires the construction of a building or facility.

JURY DEMAND

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

PRAYER FOR RELIEF

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

1. That the Court award UGF, Bandit Farms II, and Bandit Farms III specific performance of the agreement to expand the Farm Envelope;
2. That the Court award UGF, Bandit Farms II, and Bandit Farms III the damages they sustained as a result of TLC's breach of the agreement to expand the Farm Envelope;
3. That the Court award UGF, Bandit Farms II, and Bandit Farms III costs and attorneys' fees as allowed by law;
4. That the Court enter judgments declaring:
 - a. The Conservation Easement restricts the construction of buildings and structures on the Conservation Property, but it does not regulate or limit uses at the Conservation Property with the exception of golf courses, airstrips, and helicopter pads;

- b. Uses other than golf courses, airstrips, and helicopter pads are permitted on the Conservation Property without any oversight or approval by TLC unless that use requires the construction of a building or facility.

5. That the Court award UGF, Bandit Farms II, and Bandit Farms III all additional relief the Court deems just and proper.

This the ____ day of April 2026.

WYRICK ROBBINS YATES & PONTON LLP

By: /s/ DRAFT
Samuel A. Slater (NC Bar No. 43212)
sslater@wyrick.com
Mary Kate Gladstone (NC Bar No. 58161)
mgladstone@wyrick.com
4101 Lake Boone Trail, Suite 300
Raleigh, North Carolina 27607
Telephone: 919-781-4000
Facsimile: 919-781-4865

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

CERTIFICATE OF SERVICE

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

Catherine H. Hill
Robin L. Tatum
Smith, Anderson, Blount, Dorsett, Mitchell & Jernigan, LLP
Post Office Box 2611
Raleigh, North Carolina 27602-2611
chill@smithlaw.com
rtatum@smithlaw.com
Attorneys for TLC

Paul M. Dubbeling
P.M. Dubbeling, PLLC
210 North Columbia Street
Chapel Hill, North Carolina 27514
paul@pmdubbeling.com
Attorney for Meredith Sabye

Anna Farmer
Dogwood Legal, Inc.
118 E. Main Street, Room 206
Carrboro, North Carolina 27510
farmer@annshylaw.com
Attorney for EastWest Organics, LLC

This the ____ day of April 2026.

WYRICK ROBBINS YATES & PONTON LLP

/s/ DRAFT _____
Samuel A. Slater

EXHIBIT B

STATE OF NORTH CAROLINA
ORANGE COUNTY

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

TRIANGLE LAND CONSERVANCY

Plaintiff,

v.

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

Defendants.

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

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

NATURE OF THE ACTION

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

PARTIES, JURISDICTION AND VENUE

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

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

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

4. Answering Defendants admit the allegations in Paragraph 4.

5. Answering Defendants admit the allegations in Paragraph 5.

6. Answering Defendants admit the allegations in Paragraph 6 upon information and belief.

7. Answering Defendants admit the allegations in Paragraph 7.

8. Answering Defendants admit the allegations in Paragraph 8 upon information and belief.

9. Answering Defendants admit the allegation in Paragraph 9 that the Superior Court of Orange County has subject matter jurisdiction over this action.

10. Answering Defendants admit the allegations in Paragraph 10 as they relate to Answering Defendants and, as they relate to Defendants Meredith G. Sabye and EastWest Organics, LLC, Defendants admit those allegations upon information and belief.

11. Answering Defendants admit the allegations in Paragraph 11.

FACTUAL ALLEGATIONS

A. The Conservation Property¹

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

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

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

14. Answering Defendants admit the allegations in Paragraph 14.

15. Answering Defendants admit the allegations in Paragraph 15.

16. Answering Defendants admit the allegations in Paragraph 16.

17. Answering Defendants admit the allegations in Paragraph 17.

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

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

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

B. The Conservation Easement Violations.

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

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

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

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

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

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

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

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

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

29. Answering Defendants deny the allegations in Paragraph 29.

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

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

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

33. Answering Defendants admit the allegations in Paragraph 33.

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

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

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

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

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

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

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

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

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

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

42. Answering Defendants deny the allegations in Paragraph 42.

C. The Proposed Amphitheater

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

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

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

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

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

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

48. Answering Defendants deny the allegations in Paragraph 48.

49. Answering Defendants deny the allegations in Paragraph 49.

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

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

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

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

54. Answering Defendants deny the allegations in Paragraph 54.

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

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

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

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

59. Answering Defendants admit the allegations in Paragraph 59.

FIRST CAUSE OF ACTION

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

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

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

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

63. Answering Defendants deny the allegations in Paragraph 63.

64. Answering Defendants deny the allegations in Paragraph 64.

65. Answering Defendants deny the allegations in Paragraph 65.

66. Answering Defendants deny the allegations in Paragraph 66.

67. Answering Defendants deny the allegations in Paragraph 67.

68. Answering Defendants deny the allegations in Paragraph 68.

69. Answering Defendants deny the allegations in Paragraph 69.

70. Answering Defendants deny the allegations in Paragraph 70.

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

SECOND CLAIM FOR RELIEF

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

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

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

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

THIRD CLAIM FOR RELIEF

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

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

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

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

84. Answering Defendants deny the allegations in Paragraph 84.

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

86. Answering Defendants deny the allegations in Paragraph 86.

87. Answering Defendants deny the allegations in Paragraph 87.

88. Answering Defendants deny the allegations in Paragraph 88.

89. Answering Defendants deny the allegations in Paragraph 89.

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

FOURTH CLAIM FOR RELIEF

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

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

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

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

94. Answering Defendants deny the allegations in Paragraph 94.

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

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

97. Answering Defendants deny the allegations in Paragraph 97.

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

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

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

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

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

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

102. Answering Defendants deny the allegations in Paragraph 102.

103. Answering Defendants deny the allegations in Paragraph 103.

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

FIFTH CLAIM FOR RELIEF

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

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

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

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

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

AFFIRMATIVE AND OTHER DEFENSES

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

MOTION TO DISMISS

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

FIRST DEFENSE

Plaintiff's claims are barred in whole or in part by the doctrines of estoppel, waiver, unclean hands, ratification, acquiescence, consent, and/or in pari delicto by its own conduct, including but not limited to, failure to enforce the terms of the Conservation Easement when violations occurred prior to Answering Defendant's ownership of the Conservation Property and Plaintiff's agreement to expand the Farm Envelope.

SECOND DEFENSE

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

THIRD DEFENSE

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

FOURTH DEFENSE

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

FIFTH DEFENSE

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

COUNTERCLAIMS

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

NATURE OF THE ACTION

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

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

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

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

JURISDICTION

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

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

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

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

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

FACTUAL BACKGROUND

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

71. In tandem with TLC's efforts to distance itself from its agreement to expand the Conservation Easement, TLC participated in efforts to oppose UGF's request to the Orange County Planning and Inspections Director, Cy Stober, for a determination that certain proposed uses, including the proposed amphitheater, constitute "agritourism" and, therefore, are exempt from county zoning regulations.

72. TLC's written submissions to Mr. Stober opposing an "agritourism" determination for UGF's proposed activities, make clear that TLC is not solely concerned with construction of an amphitheater on the Conservation Property. It is, instead, concerned with the specific use of hosting live music and other events on the Conservation Property.

73. For example, in an April 10, 2025 letter to Mr. Stober, counsel for TLC discussed the "risk profile" of a concert venue versus a "farm use," noting the expected increased traffic in the area following construction of a "concert venue" and the expected sound impacts of "outdoor music concerts."

74. TLC's counsel concluded the April 10, 2025 letter by noting:

Classifying this concert venue as agritourism also raises public safety and welfare concerns. . . . 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[.]

75. TLC's submissions to the Orange County Planning and Inspections Director reflect that TLC is not chiefly concerned with an amphitheater being built on the Conservation Property; it is concerned with the uses that would be conducted on such an amphitheater.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

THIRD CLAIM FOR RELIEF
(Declaratory Judgment)

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

104. An actual dispute and justiciable controversy exists between UGF, Bandit Farms II, and Bandit Farms III and TLC concerning the Conservation Easement's scope and meaning, as well as the permitted activities on and uses of the Conservation Property.

105. The Conservation Easement regulates the construction of buildings and other structures on the Conservation Property.

106. The Conservation Easement does not regulate uses of the Conservation Property, with the exception of three specifically stated prohibited uses: golf courses, airstrips, and helicopter pads.

107. TLC seeks in this litigation declaratory judgments that the owners of the Conservation Property are prohibited by the terms of the Conservation Easement from building any structure that could be used as an amphitheater and/or similar use, such as a farm stage.

108. TLC intends not only to restrict construction on the Conservation Property, but also to prevent the owners of the Conservation Property from engaging in various uses at the property, including but not limited to live music events or other gatherings.

109. TLC seeks to restrict the uses and activities that may be conducted on the Conservation Property.

110. Due to TLC's efforts to prevent certain uses and activities on the Conservation Property, owners of the Conservation Property face uncertainty regarding their rights and the scope of permitted uses and activities under the Conservation Easement.

111. Accordingly, UGF, Bandit Farms II, and Bandit Farms III request a declaratory judgment stating that:

- a. The Conservation Easement restricts the construction of buildings and structures on the Conservation Property, but it does not regulate or limit uses at the Conservation Property with the exception of golf courses, airstrips, and helicopter pads;
- b. Uses other than golf courses, airstrips, and helicopter pads are permitted on the Conservation Property without any oversight or approval by TLC unless that use requires the construction of a building or facility.

JURY DEMAND

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

PRAYER FOR RELIEF

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

1. That the Court award UGF, Bandit Farms II, and Bandit Farms III specific performance of the agreement to expand the Farm Envelope;
2. That the Court award UGF, Bandit Farms II, and Bandit Farms III the damages they sustained as a result of TLC's breach of the agreement to expand the Farm Envelope;
3. That the Court award UGF, Bandit Farms II, and Bandit Farms III costs and attorneys' fees as allowed by law; ~~and~~
4. That the Court enter judgments declaring:
 - a. The Conservation Easement restricts the construction of buildings and structures on the Conservation Property, but it does not regulate or limit uses at the Conservation Property with the exception of golf courses, airstrips, and helicopter pads;

- b. Uses other than golf courses, airstrips, and helicopter pads are permitted on the Conservation Property without any oversight or approval by TLC unless that use requires the construction of a building or facility.

5. ~~4.~~ That the Court award UGF, Bandit Farms II, and Bandit Farms III all additional relief the Court deems just and proper.

This the ~~22nd~~ _____ day of ~~September 2025~~ April 2026.

WYRICK ROBBINS YATES & PONTON LLP

By: /s/ ~~Samuel A. Slater~~ ~~DRAFT~~
Samuel A. Slater (NC Bar No. 43212)
sslater@wyrick.com
Mary Kate Gladstone (NC Bar No. 58161)
mgladstone@wyrick.com
4101 Lake Boone Trail, Suite 300
Raleigh, North Carolina 27607
Telephone: 919-781-4000
Facsimile: 919-781-4865

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

CERTIFICATE OF SERVICE

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

Catherine H. Hill

Robin L. Tatum

Smith, Anderson, Blount, Dorsett, Mitchell & Jernigan, LLP

Post Office Box 2611

~~Timberly E. Southerland~~

~~Fox Rothschild LLP~~

~~301 Hillsborough Street, Suite 1120~~

Raleigh, North Carolina ~~27603~~27602-2611

~~rtatum@foxrothschild.com~~chill@smithlaw.com

~~tsoutherland@foxrothschild.com~~rtatum@smithlaw.com

Attorneys for ~~Triangle Land Conservancy~~TLC

Paul M. Dubbeling

P.M. Dubbeling, PLLC

210 North Columbia Street

Chapel Hill, North Carolina 27514

paul@pmdubbeling.com

Attorney for Meredith Sabye

Anna Farmer

Dogwood Legal, Inc.

118 E. Main Street, Room 206

Carrboro, North Carolina 27510

farmer@annshylaw.com

Attorney for EastWest Organics, LLC

This the ~~22nd~~ _____ day of ~~September 2025~~April 2026.

WYRICK ROBBINS YATES & PONTON LLP

/s/ ~~Samuel A. Slater~~DRAFT_____

Samuel A. Slater

Summary report: Litera Compare for Word 11.7.0.54 Document comparison done on 4/10/2026 12:43:15 PM	
Style name: Default Style	
Intelligent Table Comparison: Active	
Original DMS: iw://wyrick.cloudimanager.com/WYRICK/10160782/2	
Modified DMS: iw://wyrick.cloudimanager.com/WYRICK/10447530/2	
Changes:	
<u>Add</u>	84
Delete	45
<u>Move From</u>	0
<u>Move To</u>	0
<u>Table Insert</u>	0
Table Delete	0
<u>Table moves to</u>	0
<u>Table moves from</u>	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	129