

STATE OF NORTH CAROLINA  
COUNTY OF ORANGE

FILED

IN THE GENERAL COURT OF JUSTICE  
SUPERIOR COURT DIVISION

2019 NOV 27 A 11:17 File No. 19CVS 1579

NORTH CAROLINA DIVISION SONS OF )  
CONFEDERATE VETERANS, INC., )  
North Carolina corporation BY )

Plaintiff, )

v. )

THE UNIVERSITY OF NORTH )  
CAROLINA and THE UNIVERSITY OF )  
NORTH CAROLINA BOARD OF )  
GOVERNORS, )

Defendants. )

**CONSENT JUDGMENT,**  
**DECLARATORY JUDGMENT,**  
**AND ORDER**

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This matter comes before this Court on the parties' request for entry of a Consent Judgment and Declaratory Judgment in this matter between Plaintiff North Carolina Division Sons of Confederate Veterans, Inc. ("Plaintiff"), and Defendants The University of North Carolina ("the UNC System") and The University of North Carolina Board of Governors ("the UNC BOG") (collectively, "Defendants"). Plaintiff has filed a Complaint making a number of different allegations against Defendants related to the Confederate monument ("the Confederate Monument") formerly located at McCorkle Place on the campus of the University of North Carolina at Chapel Hill ("UNC-CH" or "the University") and seeking declaratory relief, injunctive relief, and money damages. Counsel for Plaintiff and Defendants have advised the Court that all Parties desire to settle all claims and issues in this action, have come to a reasonable resolution, and as evidenced by the signatures below have reached an agreement as to the matters set forth in the claims in Plaintiff's Complaint and to the disposition of this action by entry of a Consent

Judgment as set forth herein. The Court has considered the record proper in this matter, including a full review of the matters set forth in the pleadings. Based on the Court's consideration of the record proper, the Court memorializes the following Findings of Fact, Governing Law, Conclusions of Law, and Entry of Judgment.

### FINDINGS OF FACT

1. Plaintiff North Carolina Division Sons of Confederate Veterans, Inc., is a North Carolina registered nonprofit corporation organized under the laws of North Carolina with headquarters in Sanford, Lee County, North Carolina.

2. SCV's Articles of Incorporation filed with the North Carolina Secretary of State provide that SCV was organized for the following purposes:

To associate in one united, compact body men of Confederate ancestry, and to cultivate perpetuate and sanctify the ties of fraternity and friendship entailed thereby; to aid and encourage the history and achievement from Jamestown to this present era, constantly endeavoring to see that the events of the War Between The States and the heroic contributions of the Confederate soldiers of Indian Territory are authentically and clearly written, and that all documents, relics and mementoes [sic] produced and handed down by those active participants therein are properly treasured and preserved for posterity; to aid and assist in the erection of suitable and enduring monuments and memorials to all Southern valor, civil and military, wherever done and wherever found; to instill into our descendants a devotion to and reverence for the principles represented by the Confederate States of America, to the honor, glory and memory of our fathers who fought in that cause . . . .

....

Said corporation is organized exclusively for charitable, religious, educational, and scientific purposes . . . . [T]he corporation shall not carry on any other activities not permitted to be carried on . . . by a corporation exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code . . . .

3. As a registered nonprofit corporation under North Carolina law, Plaintiff has the capacity to bring this action and is authorized to bring this action pursuant to the provisions of its charter and rules of internal governance, and the signatory to the Verified Complaint has the

authority to institute this action on behalf of Plaintiff and to enter into and bind Plaintiff to the terms and conditions of this Consent Judgment on behalf of Plaintiff.

4. The UNC System is a public, multi-campus university system authorized and governed by Article IX, Section 8, of the North Carolina Constitution and Chapter 116 of the North Carolina General Statutes.

5. The UNC BOG is the body politic and corporate organized and authorized under Section 116-3 of the North Carolina General Statutes and is charged under Section 116-11 with (among other things) is charged under Section 116-11 with (among other things) governing the constituent institutions of the UNC System, including UNC-CH, and with the general determination, control, supervision, management, and governance of all affairs of the constituent institutions of the UNC System. Under N.C. Gen. Stat. § 116-3, the UNC BOG is able to be sued in “all courts whatsoever.”

6. UNC-CH is located on a parcel of land in Chapel Hill, North Carolina (“the University campus”), part of which includes McCorkle Place in the 200 block of East Franklin Street.

7. For the purposes of this Consent Judgment, “the Confederate Monument” means the combination of the statue, pedestal, and bronze tablets created and configured by artist John Wilson in 1913.

8. Because this action involves conduct and circumstances related to the realty of the University campus, the UNC System and the UNC BOG are proper parties in their positions of authority, control, governance, dominion, supervision, management, development, administration, direction, and oversight of the realty of the University campus and the affairs of the constituent

institutions and all conduct and circumstances related to the realty of the University campus and the affairs of the constituent institutions.

9. Non-party The United Daughters of the Confederacy – North Carolina Division, Inc. (“UDC”) is a North Carolina nonprofit corporation organized under the laws of North Carolina with headquarters in Raleigh, Wake County, North Carolina.

10. UDC’s Articles of Incorporation filed with the North Carolina Secretary of State provide that the purposes for which UDC was organized was (among other things) to

[T]o achieve the objectives of the United Daughters of the Confederacy, which include historical, benevolent, memorial, educational and patriotic programs, plans events and scholarships by members who are lineal or collateral descendants of men and women who served the cause of the Confederate States of America. . . . [These purposes] are exclusively charitable, literary and educational within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986 . . . .

11. UDC was organized and adopted a Constitution and By-Laws on April 28, 1897.

12. One of UDC’s early aims was to preserve the history of the Confederate effort in the Civil War, including the accomplishments of women who supported the Confederate armed forces and the families of Confederate soldiers during the War. As part of this undertaking, UDC raised money to finance the creation and erection of monuments throughout North Carolina to honor various Confederate heroes and ideals.

13. At the Eleventh Annual Convention of UDC in October 1907, a resolution was introduced “that the next work undertaken by [UDC] be the erection, on the campus at the State University, of a monument to the students and faculty, who went out from its walls in 1861 to fight and die for the South.” This resolution passed the Convention.

14. A UDC representative wrote to University of North Carolina President Francis P. Venable in early 1908 to suggest that UDC could raise funds to erect a monument to be placed on the University campus in Chapel Hill to honor UNC-CH students who had served in the

Confederate armed forces and asked permission for UDC to place a monument on the University campus.

15. UDC's request was presented to the June 1, 1908, meeting of the University of North Carolina Board of Trustees. The Board of Trustees approved UDC's request for permission to erect a monument on the University campus.

16. On June 9, 1908, Venable wrote to UDC to offer cooperation with UDC's plans to erect a monument on the University campus and to propose a meeting with UDC representatives to discuss the kind of monument that would be erected.

17. UDC named a Chapel Hill Monument Committee to work on the plans for creating and erecting a monument on the University campus.

18. On or about March 20, 1909, a UDC representative wrote Venable the following about plans for the monument: "I hope it will not be many years before it will stand silent & alone, on our beautiful University grounds, reminding future generations of the sacrifice of those men, nothing can dim . . . ."

19. Over the next several months, Venable and UDC representatives corresponded about the plans for the monument. They eventually decided that (1) the monument would be a statue and would be placed on a central location on the University campus, (2) UDC would raise the money for the creation and purchase of the monument, and (3) any additional funds necessary to complete the project would come from private donors.

20. In an October 5, 1909, letter to Venable, a UDC representative wrote the following about plans for Venable to speak at UDC's Convention: "I think the Daughters are much pleased at the idea of your talking to them & I hope you will place before them many reasons why we should build a handsome monument at our State University to perpetuate our Southern history."

21. On or about October 14, 1909, Venable spoke at UDC's Thirteenth Annual Convention in support of the effort to erect the monument on the University campus. A motion was made to unveil the monument in 1911, the fiftieth anniversary of the beginning of the Civil War when the students and faculty left the University to join the Confederate armed forces. This motion passed the Convention.

22. Venable and representatives of UDC settled on John Wilson, a renowned sculptor from Massachusetts who taught art at the Copley Society of Boston and at Harvard University, to create the monument.

23. UDC members worked to raise funds for the monument into 1910, but it appeared that they would not be able to raise sufficient funding in time for the monument to be erected in 1911. In August 26, 1910, and September 5, 1910, letters to John Wilson about the work on the monument, Venable noted that he was acting as the "agent" of the UDC committee and that he was helping to raise funds from private donors.

24. In August 1910, a UDC representative wrote the following to Venable: "I asked [John Wilson, the artist] who was to sign the contract. He did not know. I told him none of us women could do it of course."

25. On June 19, 1911, Venable wrote the following in response to the August 1910 letter he received:

I have assumed that you would prefer the business end of this to be handled by me, but it is entirely satisfactory to me if you wish to sign this contract and to have the payments made by the Treasurer of the U.D.C. . . . Of course, Mr. Wilson [the artist] understands that my signing this does not bind the University nor myself personally.

26. On June 21, 1911, a UDC representative wrote back the following to Venable:

Your letter with the contract for the monument was received last night. Of course I do not wish to sign it. You are the proper one to do so. . . . [The UDC

representative's husband] says he prefers for the business end of it to be handled by you – the money to be collected and turned over to you . . . .

27. During much of the period of negotiations between UDC and Venable about who would be responsible for signing the contract, North Carolina law on the doctrine of coverture provided that married women did not have the right to make contracts in their own name without being adjudged a “free trader” and being subject to a privy examination. *See, e.g.*, N.C. Revisal of 1905, § 2094. This statute was repealed on March 6, 1911. *See* N.C. Laws 1911, ch. 109.

28. Over time, UDC and Venable also negotiated other terms related to the monument, including the cost of the monument and its design..

29. On June 29, 1911, the contract for the creation of the monument was signed between “John Wilson, sculptor of Boston, Massachusetts, of the first part” and “\_\_\_\_\_ of the second part,” with a blank space for the name of the other party to the contract. The contract was signed by John Wilson, Francis P. Venable, Frank S. Richardson, and Thos. J. Wilson, Jr.

30. The contract for the monument called for the sculpting of a bronze figure (“the statue”), representative of a Confederate soldier, to be placed on top of a granite pedestal (“the pedestal”) with bronze tablets that displayed information about the monument, the UNC-CH students who served in the Confederate armed forces, and UDC’s involvement in the creation of the monument.

31. UDC members continued to raise money for the Confederate Monument in 1912 and 1913 with the aid of private donors solicited by Venable and others connected to UNC-CH. Plans were made for the monument to be completed during the Spring of 1913. Venable and UDC agreed that the monument would be unveiled at the commencement ceremonies during June 1913.

32. At the June 2, 1913, commencement ceremonies, Mrs. H.A. London, Chair of UDC's Chapel Hill Monument Committee, presented the Confederate Monument to UNC-CH and made the following remarks:

As Chairman of the Monument Committee of [UDC] I have the honor, and it gives me much pleasure, to present in their name to the trustees of the University of North Carolina this monument which is erected in memory of those students of this University who served in the [Confederate armed forces]. . . . We have erected this monument not only in honor of the dead but also of the living. . . . Accept this monument and may it stand forever as a perpetual memorial to those sons of the University who suffered and sacrificed so much at the call of duty.

33. In accepting the Confederate Monument on behalf of the University, Venable made the following remarks:

[N]ow in commemoration of a great era and of a noble ideal there has been erected on [the] campus this beautiful monument. . . . It was to that patriotic organization, [UDC], that the gracious thought first came of erecting this monument to the sons of the University that entered the War. Four years ago [UDC] asked permission of the Trustees to place the monument upon the campus, which was gladly granted them. . . . In the name of the University and with an abiding gratitude I accept the gracious gift of this monument, embodying as it does grateful memory for the past and high hope for the future.

34. The Confederate Monument was annexed to the realty of the University campus at McCorkle Place.

35. On or about October 9, 1913, Mrs. H.A. London provided a report to the Seventeenth Annual Convention of UDC on behalf of the Chapel Hill Monument Committee about the installation proceedings at the June 1913 University commencement. In her report, Mrs. London made the following remarks:

The Chapel Hill Monument was unveiled during the last commencement at the University. It is very beautiful. It is not only in memory of the boys who left the University from 1861 to 1865, but also those who attended the University and afterwards became Confederate soldiers. . . . Dr. Venable and others have worked unceasingly for it and now it stands there for all time and it will be an object lesson to all future generations – and will impress upon the present day students their obligation to respond to the call of duty.



36. Beginning no later than the 1960s, there were various protests about the history of the Confederate Monument and its place on the University campus. These protests intensified in 2017 and 2018, with several large rallies against the Confederate Monument and numerous incidents of vandalism.

37. On or about the night of August 20, 2018, there was a protest at the site of the Confederate Monument. During this protest, a group of protestors rigged ropes to the Confederate Monument and pulled the statue off of the Confederate Monument's pedestal.

38. Neither Defendants nor their representatives reinstalled the statue on the pedestal of the Confederate Monument.

39. On or about August 20, 2018, Defendants or their representatives loaded the statue portion of the Confederate Monument onto a truck and took it to an undisclosed location.

40. On or about August 22, 2018, then-UDC President Peggy W. Johnson wrote the following to Haywood Cochrane, the Chair of the UNC-CH Board of Trustees, about the Confederate Monument:

I, as a representative of the United Daughters of the Confederacy, request that the Boy Soldier, [referred] to as Silent Sam, be returned to the United Daughters of the Confederacy. We are willing to take possession of both the base and the sculpture. We have been saddened that the message of this monument [has] been so misconstrued. He no longer belongs on the campus of UNC Chapel Hill.

41. On or about January 14, 2019, UNC-CH Chancellor Carol Folt ordered that the pedestal on which the statue portion of the Confederate Monument was mounted was to be removed from the University campus.

42. On or about the evening of January 14, 2019, Defendants or their representatives severed the pedestal of the Confederate Monument from the realty of the University campus,

removed the pedestal part of the Confederate Monument from the University campus, and took the pedestal part of the Confederate Monument to an unknown location.

43. Neither Defendants nor their representatives have returned the Confederate Monument to UDC.

44. The Confederate Monument is currently located on public property under the dominion and supervision of Defendants or their representatives.

45. Plaintiff and Defendants have agreed to settle this dispute as to the following general terms and conditions set forth in detail below and subject to the approval of the Court: (1) Defendants shall turn over possession of the Confederate Monument to Plaintiff within thirty days of the entry of this Consent Judgment; (2) Plaintiff shall take possession of the Confederate Monument from Defendants and will relocate the Confederate Monument as set forth herein; and (3) Defendants shall, using exclusively non-state funds, fund a charitable trust as set forth herein for the preservation and benefit of the Confederate monument.

### **GOVERNING LAW**

#### **A. Standing/Real Party in Interest**

Standing is a jurisdictional requirement; if a plaintiff does not establish standing, then the court does not possess subject matter jurisdiction to hear the case. *See Munger v. State*, 202 N.C. App. 404, 410, 689 S.E.2d 230, 235 (2010). “A party has standing to initiate a lawsuit if he is a ‘real party in interest.’” *Slaughter v. Swicegood*, 162 N.C. App. 457, 463, 591 S.E.2d 577, 582 (2004); *see also* N.C. Gen. Stat. § 1-57. “A real party in interest is a party who is benefited or injured by the judgment in the case [and] who by substantive law has the legal right to enforce the claim in question.” *Carolina First Nat’l Bank v. Douglas Gallery of Homes, Ltd.*, 68 N.C. App. 246, 249, 314 S.E.2d 801, 803 (1984) (internal quotation marks and brackets omitted). Under

North Carolina law, “tort and contract claims arising from property damage or loss may be assigned *in toto*.” *J & B Slurry Seal Co. v. Mid-South Aviation, Inc.*, 88 N.C. App. 1, 10, 362 S.E.2d 812, 818 (1987). Furthermore, “[a]n assignee of a contractual right is a real party in interest and may maintain [an] action.” *Morton v. Thornton*, 259 N.C. 697, 699, 131 S.E.2d 378, 380 (1963).

#### B. Gift

There are two “essential elements” of an *inter vivos* gift: (1) “donative intent,” and (2) “delivery, actual or constructive.” *Holloway v. Wachovia Bank & Trust Co., N.A.*, 333 N.C. 94, 100, 423 S.E.2d 752, 755 (1992). That said, “[a] person has the right to give away his or her property as he or she chooses and ‘may limit a gift to a particular purpose, and render it so conditioned and dependent upon an expected state of facts that, failing that state of facts, the gift should fail with it.’” *Courts v. Annie Penn Mem. Hosp., Inc.*, 111 N.C. App. 134, 139, 431 S.E.2d 864, 866 (1993) (quotation and citation omitted). “The intent of the donor to condition the gift must be measured at the time the gift is made, as any ‘undisclosed intention is immaterial in the absence of mistake, fraud, and the like, and the law imputes to a person an intention corresponding to the reasonable meaning of his words and acts.’” *Id.*, 431 S.E.2d at 866–67 (quoting *Howell v. Smith*, 258 N.C. 150, 153, 128 S.E.2d 144, 146 (1962)).

#### C. Fixtures

“A fixture is personal property that is attached to land or a building and that is regarded as an irremovable part of the real property.” *Moore’s Ferry Dev. Corp. v. City of Hickory*, 166 N.C. App. 441, 445, 601 S.E.2d 900, 903 (2004) (internal quotation marks omitted). “A fixture has been defined as that which, though originally a movable chattel, is, by reason of its annexation to land, or association in the use of land, regarded as a part of the land, partaking of its character.” *Little*

by *Davis v. Nat'l Servs. Indus., Inc.*, 79 N.C. App. 688, 692, 340 S.E.2d 510, 513 (1986) (internal quotation marks omitted). “The factors to be examined in identifying fixtures include: (1) the manner in which the article is attached to the realty; (2) the nature of the article and the purpose for which it is attached to the realty; and (3) the intention with which the annexation of the article to the realty is made.” *Moore's Ferry Dev. Corp.*, 166 N.C. App. at 445–46, 601 S.E.2d 900, 903 (quotation, citation, and internal quotation marks omitted). A fixture “loses its distinctive character” as personal property, “until it is parted from the soil,” when it regains its status as personal property. *Pemberton v. King*, 13 N.C. 376, 378, 2 Dev. 376, 378 (1830).

D. Chapter 100 of the North Carolina General Statutes

State law places significant limitations on actions that can be taken in regards to an “object of remembrance.” See N.C. Gen. Stat. § 100-2.1. An “object of remembrance” is “a monument, memorial, plaque, statue, marker, or display of a permanent character that commemorates an event, a person, or military service that is part of North Carolina’s history.” *Id.* § 100-2.1(b). If an object of remembrance is located on public property, it may only be removed in accordance with specific rules. See *id.* If the object is temporarily relocated, it “shall be returned to its original location within 90 days.” *Id.* If the object is permanently relocated, the new site must be “of similar prominence, honor, visibility, availability, and access that are within the boundaries of the jurisdiction from which it was relocated.” *Id.* An object “may not be relocated to a museum, cemetery, or mausoleum unless it was originally placed at such a location.” *Id.*

**CONCLUSIONS OF LAW**

1. This Court has subject matter jurisdiction over Plaintiff and Defendants pursuant to N.C. Gen. Stat. §§ 7A-240 and 1-253 *et seq.*

2. This Court has personal jurisdiction over Plaintiff and Defendants pursuant to N.C. Gen. Stat. § 1-75.4. Plaintiff is a North Carolina corporation, and Defendants are all North Carolina entities.

3. This Court has in rem jurisdiction over the subject matter of this action, in particular over the Confederate Monument as described above, under N.C. Gen. Stat. § 1-75.9.

4. Venue for this action is proper in Orange County under N.C. Gen. Stat. §§ 1-76(4), 1-79(a), and 1-82.

5. An actual justiciable controversy exists between the parties.

6. Plaintiff has standing to bring this action and is a real party in interest for the purposes of this action.

7. As an organization, Plaintiff has complied with Rule 9 of the North Carolina Rules of Civil Procedure in showing its legal existence and capacity to bring this action.

8. The causes of action pled in this Complaint accrued no earlier than on or about January 14, 2019, when Defendants or their representatives did not reannex the Confederate Monument to the realty of the University campus. As such, all claims made by Plaintiff are within any relevant statute of limitations within the North Carolina General Statutes.

9. UDC's presentation of the Confederate Monument to UNC-CH was a gift subject to the express material condition subsequent that the Confederate Monument remain annexed to the realty of the University campus "forever."

10. When UDC's gift of the Confederate Monument was annexed to the realty of the University campus, it became a fixture and therefore part of the realty of the University campus.

11. The express material condition subsequent that the Confederate Monument remain annexed to the realty of the University campus "forever" failed when Defendants or their

representatives did not reannex the Confederate Monument to the realty of the University campus on or about January 14, 2019.

12. At the time that Defendants did not reannex the Confederate Monument to the realty of the University campus on or about January 14, 2019, the Confederate Monument was no longer an annexed fixture and reverted back to personal property.

13. At the time that Defendants or their representatives did not reannex the Confederate Monument to the realty of the University campus on or about January 14, 2019, any and all rights, title, and interests in the Confederate Monument, including any and all choses in action related to the Confederate Monument, reverted to UDC based on the conditional nature of its gift to UNC-CH.

14. The reversion of any and all rights, title, and interests in the Confederate Monument, including any and all choses in action related to the Confederate Monument, to UDC does not require any approval from the North Carolina Council of State or other State entity under Chapter 143 of the North Carolina General Statutes.

15. The reversion of any and all rights, title, and interests in the Confederate Monument, including any and all choses in action related to the Confederate Monument, to UDC does not violate the North Carolina common law rule against perpetuities or the statutory uniform rule against perpetuities. UDC's rights pursuant to the condition subsequent vested at the time UDC presented the Confederate Monument to UNC-CH.

16. N.C. Gen. Stat. § 36C-4-405 further provides that no gift shall be invalidated by the rule against perpetuities.

17. Prior to the entry of this Consent Judgment, UDC executed a valid contract assigning any and all rights, title, and interests that it possessed in the Confederate Monument, including any and all choses of action related to the Confederate Monument, to Plaintiff.

18. Plaintiff is the current owner of any and all rights, title, and interests in the Confederate Monument, including any and all choses of action related to the Confederate Monument.

19. As the owner of any and all rights, title, and interests in the Confederate Monument, including any and all choses of action related to the Confederate Monument, Plaintiff is entitled to an order of the Court declaring the rights and liabilities of the parties with respect to the ownership of rights, title, and interests in the Confederate Monument.

20. As the owner of any and all rights, title, and interests in the Confederate Monument, Plaintiff is in constructive possession of the Confederate Monument under North Carolina law.

21. Under N.C. Gen. Stat. § 100-2.1(b), the Confederate Monument is an “object of remembrance.”

22. Because the Confederate Monument is an “object of remembrance” under N.C. Gen. Stat. § 100-2.1(b), the provisions of Chapter 100 related to the protection of monuments apply for the purpose of this Consent Judgment.

23. Because of the nature of the disposition of this matter, there is no need to determine whether the North Carolina General Assembly provided a private right of action for litigants to seek relief under N.C. Gen. Stat. § 100-2.1. The Court accordingly declines to address this issue.

24. The Confederate Monument is an “object of remembrance” owned by a private party (Plaintiff), the “object of remembrance” is currently in the possession of Defendants or their representatives and under the dominion and control of Defendants or their representatives, and the

“object of remembrance” is currently located on public property under the dominion and supervision of Defendants.

25. The provisions of this Consent Judgment contain and recite a legal agreement between a private party (Plaintiff) and Defendants (each being political subdivisions of the State) governing the relocation of the Confederate Monument that complies with N.C. Gen. Stat. § 100-2.1(c)(2).

26. The provisions of this Consent Judgment regarding the possession and disposition of the Confederate Monument comply with Chapter 100 of the North Carolina General Statutes.

27. The entry of the Consent Judgment will resolve all outstanding issues in this matter and conclude this litigation.

#### **ENTRY OF FINAL JUDGMENT**

Based on the foregoing Findings of Fact, Governing Law, and Conclusions of Law, and with the consent of all parties, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED as follows:

I. The Court hereby DECLARES, based on the agreement of the parties and on full consideration of all matters presented to the Court, that Plaintiff owns any and all rights, title, and interests in the Confederate Monument, including any and all choses in action related to the Confederate Monument.

II. The Court hereby DECLARES that Plaintiff, as owner of any and all rights, title, and interests to the Confederate Monument, including any and all choses in action related to the Confederate Monument, is entitled to actual possession of the Confederate Monument, and Defendants or their representatives shall turn over possession of the Confederate Monument to Plaintiff within thirty days of the entry of this Consent Judgment.



III. Based on the agreement of the parties and on full consideration of all matters presented to the Court, the Court hereby ORDERS that Plaintiff shall at all times maintain possession of the Confederate Monument outside of any North Carolina county currently containing a constituent institution of the UNC System: Buncombe County, Cumberland County, Durham County, Forsyth County, Guilford County, Jackson County, Mecklenburg County, New Hanover County, Orange County, Pasquotank County, Pitt County, Robeson County, Wake County, and Watauga County.

IV. The Court hereby DECLARES that the provisions of this Consent Judgment and the agreement between the parties comply with the relevant provisions of Chapter 100 of the North Carolina General Statutes.

V. Based on the agreement of the parties, the Court hereby ORDERS that Defendants shall in conjunction with the entry of this Consent Judgment fund a charitable trust (“the Monument Trust”) with the sum of \$2,500,000 (two million, five hundred thousand dollars) using exclusively non-state funds. This Trust shall in all respects be drafted to qualify as an organization exempt under Section 501(c)(3) of the Internal Revenue Code, and the initial Trustees of the Trust shall pursue tax exempt status for the Trust immediately upon execution of the Trust Agreement and creation of the Trust. The purposes of this Trust will be exclusively charitable, and funds from this Trust may be used only for the preservation and benefit of the Confederate Monument as provided in a Monument Trust Agreement. No part of the property or net earnings of the Trust shall inure at any time to the benefit of any private individual or the activities of Plaintiff or any other group other than for the preservation and benefit of the Confederate Monument. The parties shall agree on provisions for the creation and administration of the Trust and shall execute

documents related to the creation and administration of the trust. The documents governing the creation and administration of the trust shall include the following provisions:

A. The trust will provide for “allowable expenses” related to the Confederate Monument, including allowing for the construction of a Facility to support the Confederate Monument as provided for below.

B. “Allowable expenses” means the actual and reasonable out-of-pocket costs and expenses paid or incurred by the Trust Beneficiary for the Facility purposes, pursuant to arms-length, third-party transactions, agreements, or other arrangements, on terms that the Trust Beneficiary reasonably believes to be substantially similar to (or more favorable than) those terms otherwise available from comparable third-party vendors or providers, as applicable, within the greater metropolitan area in which the Confederate Monument and/or the Facility may be located.

C. The purposes of the “Facility” include the following:


1. Real property acquisition, including but not limited to acquisition of a fee interest, a leasehold interest, or otherwise, and improvement and development for the purpose of displaying the Confederate Monument (including as set forth above the statue, pedestal, and tablets), and/or construction costs to build a Facility and grounds to support the Confederate Monument (including without limitation real estate brokerage, legal and professional fees associated with the acquisition, development, and construction) (collectively, the “Facility”) in any location outside the counties set forth in Section III above;

2. Utilities, taxes, maintenance, repair, refurbishment, renovation, and insurance of the Facility and the Confederate Monument;
3. Transportation expenses related to the refurbishment or repair of the Confederate Monument;
4. Security costs, including hardware, software, and monitoring services associated with the Facility and the Confederate Monument;
5. Professional fees (including legal and financial fees) associated with the Facility and the Confederate Monument, including without limitation the costs associated with any legal action associated with the acquisition, possession, or location of the Confederate Monument; and
6. Such other reasonably necessary and appropriate costs and expenses as may arise from and/or relate to the previously described activities.

VI. Except for the documents related to the creation and administration of the trust provided for herein, this Consent Judgment embodies in full the terms of the understanding and agreement between the parties related to all of the claims and issues in this action.

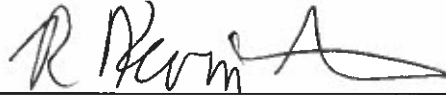
VII. Each side shall bear its own costs, expenses, and attorneys' fees.

This, the 27<sup>th</sup> day of November, 2019.

  
The Honorable R. Allen Baddour, Jr.  
Superior Court Judge Presiding

WE CONSENT TO THE ENTRY OF THIS  
CONSENT JUDGMENT  
FOR PLAINTIFF

NORTH CAROLINA DIVISION SONS OF  
CONFEDERATE VETERANS, INC., a North  
Carolina corporation

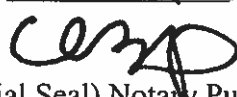


Kevin Stone  
Division Commander

DATE: NOV. 27<sup>th</sup> 2019  
CONRAD BOYD STURGES III

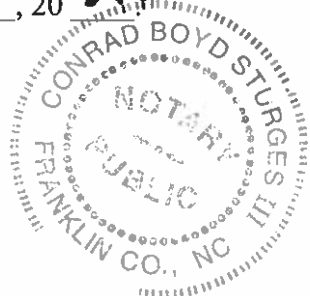
I, \_\_\_\_\_, a Notary  
Public for said County and State, do hereby certify  
that Kevin Stone personally  
appeared before me this day and acknowledged the  
due execution of the foregoing instrument.

Witness my hand and official seal, this, the 27<sup>th</sup>  
day of Nov, 2019.



(Official Seal) Notary Public

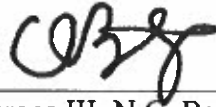
My commission expires  
10/9, 20 20



**WE CONSENT TO THE ENTRY OF THIS  
CONSENT JUDGMENT**

**COUNSEL FOR PLAINTIFF**

**DAVIS, STURGES & TOMLINSON, PLLC**  
Attorneys at Law



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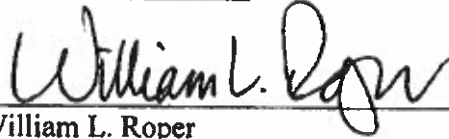
C. Boyd Sturges III, N.C. Bar No. 22342  
101 Church Street  
P.O. Drawer 708  
Louisburg, North Carolina 27549  
Phone: 919-496-2137  
Email: [bsturges@dstattys.com](mailto:bsturges@dstattys.com)

DATE: \_\_\_\_\_

November 27<sup>th</sup> 2019

**WE CONSENT TO THE ENTRY OF THIS  
CONSENT JUDGMENT**

**FOR DEFENDANT THE UNIVERSITY OF  
NORTH CAROLINA**



William L. Roper  
Interim President  
The University of North Carolina

DATE: 11-26-19

**FOR DEFENDANT THE UNIVERSITY OF  
NORTH CAROLINA BOARD OF GOVERNORS**

Randy Ramsey  
Chair  
University of North Carolina Board of Governors

DATE: \_\_\_\_\_

**COUNSEL FOR DEFENDANTS**

**WOMBLE BOND DICKINSON (US) LLP**

Ripley Rand  
N.C. State Bar No. 22275  
555 Fayetteville Street, Suite 1100  
Raleigh, NC 27602  
Phone: 919-755-8125  
Email: [ripley.rand@wbd-us.com](mailto:ripley.rand@wbd-us.com)

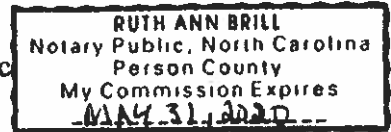
DATE: \_\_\_\_\_

For William L. Roper

I, Ruth Ann Brill, a Notary Public for said County and State, do hereby certify that William L. Roper personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this, the 26 day of November, 2019.

(Official Seal) Notary Public



My commission expires

MAY 31, 2020.

For Randy Ramsey

I, \_\_\_\_\_, a Notary Public for said County and State, do hereby certify that \_\_\_\_\_ personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this, the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

(Official Seal) Notary Public

My commission expires

\_\_\_\_\_, 20\_\_\_\_.

**WE CONSENT** TO THE ENTRY OF THIS  
CONSENT JUDGMENT

**FOR DEFENDANT THE UNIVERSITY OF  
NORTH CAROLINA**

---

William L. Roper  
Interim President  
The University of North Carolina

DATE: \_\_\_\_\_

**FOR DEFENDANT THE UNIVERSITY OF  
NORTH CAROLINA BOARD OF GOVERNORS**

---


  
Randy Ramsey  
Chair  
University of North Carolina Board of Governors

DATE: 11-22-19

**COUNSEL FOR DEFENDANTS**

**WOMBLE BOND DICKINSON (US) LLP**

---

  
Ripley Rand  
N.C. State Bar No. 22275  
555 Fayetteville Street, Suite 1100  
Raleigh, NC 27602  
Phone: 919-755-8125  
Email: [ripley.rand@wbd-us.com](mailto:ripley.rand@wbd-us.com)

DATE: 11-27-2019

28  
14m



For William L. Roper

I, \_\_\_\_\_, a Notary Public for said County and State, do hereby certify that \_\_\_\_\_ personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this, the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

(Official Seal) Notary Public

My commission expires

\_\_\_\_\_, 20\_\_\_\_\_.

For Randy Ramsey

I, Marian L. Leonard, a Notary Public for said County and State, do hereby certify that Randy Ramsey personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this, the 22nd day of November, 2019.

Marian L. Leonard

(Official Seal) Notary Public

My commission expires

October 28, 2024.



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