



West Virginia E-Filing Notice

CC-28-2024-C-272

Judge: Ryan Flanigan

To: Jonathan James Bailie
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NOTICE OF FILING

IN THE CIRCUIT COURT OF MERCER COUNTY, WEST VIRGINIA
Trustees of Madison United Methodist Church, Trustee v. Trustees of the West Virginia Conference
of the United Methodist Church, Trustee
CC-28-2024-C-272

The following motion was FILED on 11/24/2025 3:23:56 PM

Notice Date: 11/24/2025 3:23:56 PM

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IN THE CIRCUIT COURT OF MERCER COUNTY, WEST VIRGINIA

Trustees of Madison United Methodist Church, *et al.*

Plaintiffs,

v.

Civil Action No. 24-C-272

Judge: Ryan Flanigan

**Trustees of the West Virginia Conference of the
United Methodist Church, *et al.***

Defendants.

**PLAINTIFFS' MOTION TO ALTER OR AMEND JUDGEMENT
AND FOR CLARIFICATION AND FACTUAL
FINDINGS PURSUANT TO RULES 52(b) AND 59(e)**

Come now Plaintiffs, by counsel, pursuant to Rules 52(b) and 59(e) of the West Virginia Rules of Civil Procedure to request the Court alter and amend the judgment of the Court entered on October 28, 2025 which granted Defendants' motion to dismiss for lack of subject-matter jurisdiction. Plaintiffs further request the Court make additional or amended findings to clarify the scope and basis of the Court's ruling to ensure a complete and accurate record for appellate review. Plaintiffs seek to ensure that the record clearly distinguishes between factual assumptions, jurisdictional findings, and conclusions of law. Pursuant to each rule of civil procedure cited above, Plaintiffs' motion may be filed within 28 days of entry of the judgment entered October 28, 2025.

PRELIMINARY STATEMENT OF CASE HISTORY

On or about October 28, 2024, Plaintiffs filed their complaint against Defendants seeking multiple forms of relief, including but not limited to monetary damages and specific performance. Pursuant to Rule 12(b)(1) of the West Virginia Rules of Civil Procedure, Defendants subsequently filed a motion to dismiss claiming, among other things, that the Court lacks subject-matter

jurisdiction. The Court received Plaintiffs' response to the motion and Defendants' reply, as well as proposed orders from the parties, and conducted a hearing on the motion. The Court subsequently granted Defendants' motion, citing lack of subject-matter jurisdiction. The Court discussed in its ruling the ability of the Court to determine facts necessary to determine subject-matter jurisdiction and stated that the Court could consider matters beyond the pleadings in determining whether subject-matter jurisdiction exists.

In its Order granting Defendants' motion to dismiss, the Court relied in large part on a declaratory decision of the Judicial Council of the United Methodist Church, specifically Decision 1512, rendered October 26, 2024. The Court discussed the authority of the West Virginia Conference of the United Methodist Church as established in the Book of Discipline, which the Court determined was the ultimate authority for the United Methodist Church since it is a hierarchical religious organization. The Court also discussed the authority of the General Conference of the United Methodist Church as it relates to the provisions within the Book of Discipline.

In summary, this Court determined that it did not have subject-matter jurisdiction to afford relief pursuant to the "fraud" and "collusion" doctrines established by the United States Supreme Court and embodied in doctrine established by the West Virginia Supreme Court, due to Decision 1512. Specifically, the Court determined that the disaffiliation promised to Plaintiffs by members of the West Virginia Annual Conference *prior* to October 26, 2024, was foreclosed by Decision 1512 which was rendered on October 26, 2024.

ADDITIONAL FACTUAL CONTEXT

Before turning to the specific grounds for amendment and clarification under Rules 52(b) and 59(e), Plaintiffs respectfully submit that clarification is required because the Court's October

28, 2025 Order appears to rest on an incomplete factual understanding of how disaffiliations have historically occurred within the West Virginia Conference of the United Methodist Church. Specifically, the Court’s assumption that ¶2553 was the *exclusive* mechanism for a local church to depart with its property—and that ¶2549 could not lawfully be used for such purposes—is contrary to the Conference’s own longstanding practices.

For decades, the West Virginia Conference used ¶2549 of the Book of Discipline as the administrative pathway for local congregations to leave the denomination with their property. This practice was not isolated or accidental. It was routine, intentional, and understood by local churches and Conference officials alike as the accepted and appropriate vehicle for a local church to exit the denomination with its property. Plaintiffs are unaware of any local church that pursued leaving the Conference, followed the Conference’s procedures, and paid the financial sums determined by the Conference which was not allowed to exit.

Though, technically, the Conference considered this process under ¶2549 a “closure” of that church, at the conclusion of the well-defined process, the church was allowed to leave with its real and personal property without actually closing and without any sale of its real estate.

Indeed, in the period shortly and immediately before the 2024 General Conference, multiple churches successfully departed the West Virginia Conference under ¶2549 with the Conference’s express approval. Among these congregations were Duffey Memorial United Methodist Church, Pisgah United Methodist Church, and Carr Memorial United Methodist Church — each of which completed a Conference-approved ¶2549 departure. The affidavits of their representatives, attached as Exhibits A, B, and C, confirm the historical reality that the Conference regularly used ¶2549 to process disaffiliations.

This context is essential because Plaintiffs allege — and the affidavits corroborate — that the Conference expressly told Plaintiffs that this same ¶2549 process would be available to Plaintiffs after the sunset of ¶2553 and after the 2024 General Conference, just as it had been for the above congregations. The Court’s conclusion that ¶2549 “cannot” be used for disaffiliation, made without accounting for this extensive factual record, resolves disputed questions of fact against the non-movants and contradicts the Conference’s own documented conduct. Because subject-matter jurisdiction cannot rest on mistaken assumptions of fact, and because the Court appears to treat its conclusions regarding ¶2549 as both factual findings and ecclesiastical interpretations, Plaintiffs request amendment and clarification so the appellate record accurately reflects these material facts.

Accordingly, Plaintiffs incorporate the attached affidavits into this Motion and request that the Court address their relevance and applicability in clarifying the Order.

MOTION TO ALTER OR AMEND

A. The “Fraud” and “Collusion” Exceptions Apply.

Concisely stated, the Plaintiffs submit that this Court has erroneously rejected having subject-matter jurisdiction in this case under the “fraud” and “collusion” exceptions by retroactively applying the Judicial Counsel’s Decision 1512 rendered October 26, 2024, even though the West Virginia Annual Conference prior to October 26, 2024, had both promised and permitted numerous churches to disaffiliate from the Conference pursuant to Section 2549; the Conference and each church agreed to terms for disaffiliation, including some reasonable payment to the Conference for church property in certain instances, and churches were permitted to

disaffiliate from the Conference. Affidavits to support this motion to alter or amend the judgment are permitted by Rule 59 and are attached hereto as exhibits which will be discussed below.

B. The Complaint Makes the Necessary Allegations.

The complaint makes the following allegations which are to be taken as true:

“83. In or around August 2022, Defendants informed Plaintiff Churches that they did not qualify for disaffiliation under ¶2553 because nothing had yet changed in the *Discipline* and the Conference had not taken any actions that would give the Plaintiffs the ability to utilize that Paragraph which was an alternate interpretation than utilized across the majority of the conferences in the United States.

84. This was a false statement because there was nothing in ¶2553 that disqualified Plaintiff Churches from disaffiliating under ¶2553.

85. Defendants announced, however, that Plaintiff Churches could disaffiliate with their property pursuant to ¶2549 as a replacement to ¶2553, with one of the required steps being that each Plaintiff Church must meet with Melissa Shortridge or another representative of the Defendants.

86. Despite ¶2553’s December 31, 2023, sunset date, Shortridge and/or one of Defendants’ district superintendents, as representatives and agents of Defendants, personally visited each Plaintiff Church and told them there was no reason to make any disaffiliation decision prior to the next General Conference meeting in May 2024, where the *Discipline* may or may not be changed, and expressly promised that if, after that conference, they still wished to disaffiliate with their property, they would be allowed to do so as their process under ¶2549 did not have that sunset date and would still be available. This was one of the selling points of the substituted process the Defendants made available.

87. Plaintiff Churches, in good faith, trusted Defendants and waited until after May 2024 to make their final disaffiliation decision.

88. At the May 2024 General Conference meeting, broad changes were made to the *Discipline*.

89. As a result, each Plaintiff Church independently determined it wished to disaffiliate. However, when Plaintiff Churches reached out to Defendants to do so, Defendants informed Plaintiff Churches that they would not be permitted to leave without surrendering their real and personal property.

94. Defendants used fraud and collusion to intentionally deprive Plaintiff Churches of their contractual right to disaffiliate with their property.”
[See the above paragraphs in the Plaintiffs’ Complaint.]

In addition to the factual allegations above for fraud, the Plaintiffs also alleged facts for “fraudulent inducement” in paragraphs 90, 91, 92, and 93. All of the factual allegations above were included by reference into the complaint for each fraud and collusion count thereafter.

Unquestionably, the Plaintiffs have specifically pled sufficient allegations to constitute claims for fraud, including misrepresentations of fact and fraudulent inducement, and collusion which must be taken as true. This Court has subject-matter jurisdiction to decide the claims for “fraud” and “collusion” but for the Court’s application of the Judicial Council’s Decision 1512.

C. Prior To Decision 1512, Churches Could Disaffiliate Under Paragraph 2549.

Exhibit A represents an Affidavit from David Glenn Maher as Administrative Council Chair of Duffey Memorial Methodist Church (formerly Duffey United Methodist Church) representing that during 2022 the West Virginia Annual Conference permitted that Church to disaffiliate pursuant to Paragraph 2549. That affidavit is incorporated in this Motion by reference as if fully set forth herein.

Exhibit B represents an Affidavit from Anne M. Harvey as Trustee/Treasurer of Pisgah Community Church (formerly Pisgah United Methodist Church) representing that during 2020 the West Virginia Annual Conference permitted that Church to disaffiliate pursuant to Paragraph 2549. That affidavit and its attachments are incorporated in this Motion by reference as if fully set forth herein.

Exhibit C represents an Affidavit from Preston Burgess as Chair of Trustees of Carr Memorial Methodist Church (formerly Carr Memorial United Methodist Church) representing

during 2024 the West Virginia Annual Conference permitted that Church to disaffiliate pursuant to Paragraph 2549. That affidavit and its attachments are incorporated in this Motion by reference as if fully set forth herein.

The above affidavits establish that the West Virginia Annual Conference did permit churches to disaffiliate prior to Judicial Council Decision 1512 using Paragraph 2549. The Plaintiffs were aware that the West Virginia Annual Conference had permitted Churches within the Conference to disaffiliate at the time the promises were made to permit each of them to disaffiliate. *It was reasonable for each Plaintiff church to believe and rely on the promises made by the West Virginia Conference and its agents that they could disaffiliate with their properties when that same West Virginia Conference had permitted other churches to do so.*

D. Decision 1512 Cannot Be Applied Retroactively.

This Court ruled as follows regarding the application of Section 2549:

“Thus, even though Decision 1512 occurred after the alleged statements upon which Plaintiffs base their fraud, collusion, and equitable claims, Defendants’ refusal to allow Plaintiffs to disaffiliate under section 2549 was in accord with the dictates of the Discipline as subsequently interpreted by UMC’s highest judicial tribunal, the UMC Judicial Counsel.”

This Court cannot retroactively apply Decision 1512, because the Judicial Council and the West Virginia Annual Conference cannot, by terms consistent with language of Decision 1512 itself, retroactively apply Decision 1512. This is true for the following reasons which are by no means exclusive:

1. The request for a declaratory Decision (ultimately 1512) was filed by the Alabama—West Florida Annual Conference sometime on or after June 17, 2024, seeking the Judicial Conference to determine if Section 2549 would permit Churches to separate from the

denomination. (See the Body of Decision No. 1512 on page 1 of Exhibit A to the Defendants' motion to dismiss.) The West Virginia Annual Conference did not seek a declaratory decision.

2. Decision 1512 does not include any request from any other Conference (including the West Virginia Annual Conference) to determine the interpretation and meaning of Section 2549. *In other words, as it relates to the West Virginia Annual Conference, Decision 1512 and its mandate did not exist as any source of authority or guidance until it was rendered on October 26, 2024.* Decision 1512 is dated for October 26, 2024, at the beginning thereof on page 1. The implementation of that date at the beginning of Decision 1512 underscores the date in which it was intended to commence application.

3. Decision 1512 specifically states as follows:

“The congregation cannot **now** use ¶2549.3(b) to accomplish what was allowed in ¶2553. It is clear that ¶2549.3(b) was not intended to be used this way; ...”
[Emphasis added]

By the very terms of Decision 1512, the Judicial Council prohibits congregations using Section 2549 *on and after October 26, 2024*. The word “now” is not to be excluded or overlooked for any reason because Courts are to construe the language of statutes by applying each and every word implemented into the same. See Young v. Apogee Coal Co., 232 W.Va. 554, 753 S.E.2d 53 (2013). The West Virginia Supreme Court has also applied the maxim “expressio unius est exclusion alterius” which means “the express mention of one thing implies the exclusion of another.” Young v. Apogee Coal Co., 232 W.Va. 554, 753 S.E.2d 53 (2013). Since the Judicial Council stated that churches could not “now” (October 26, 2024) apply 2549, Decision 1512 did not exist as an authority before October 26, 2024.

4. There is nothing in Judicial Council Decision 1512 which requires it to be applied retroactively. In West Virginia, statutes are to apply prospectively only unless the language within

the same specifically states that it is to be applied retroactively. See Shanholtz v. Monongahela Power Company, 165 W.Va. 305, 270 S.E.2d 178 (1980); Patterson v. Raleigh County Board of Education, 231 W.Va. 129, 744 S.E.2d 239 (2013).

5. Since the West Virginia Annual Conference permitted numerous churches to disassociate prior to October 26, 2024, Judicial Council Decision 1512 could not retroactively reverse the decisions of the Conference permitting those churches to disaffiliate by then compelling those churches to be reunited with the Conference. Once those churches were granted the right to disaffiliate from the Conference, their rights to do so were final.

E. The Plaintiff Churches Timely Requested Disaffiliation.

Each of the Plaintiff churches timely requested disaffiliation, as they had been promised they could by the Annual Conference, prior to October 26, 2024.

The Plaintiff churches have complained that they were promised that they could disaffiliate under Section 2549 after December 31, 2023, and they were not prohibited from doing so by the Judicial Council Decision 1512 until October 26, 2024. Just as the churches referred to in the attached affidavits (See Exhibits A through C) were able to disaffiliate prior to October 26, 2024, the Plaintiff churches could disaffiliate from the Conference prior to October 26, 2024.

This Court has subject-matter jurisdiction to consider whether the Plaintiff churches were denied the right, because of fraud or collusion, to disaffiliate from the United Methodist Conference and the West Virginia Annual Conference prior to October 26, 2024. This Court may consider the attached affidavits to establish the actual conduct of the West Virginia Annual Conference to permit some churches to disaffiliate prior to October 26, 2024, and yet because of fraud or collusion deny the rights of the Plaintiff churches to do so before October 26, 2024.

This Court should not only alter or amend its judgment pursuant to Rule 59(e) of the West Virginia Rules of Civil Procedure to establish that there is subject-matter jurisdiction, but it should render sufficient findings consistent with that presented above establishing the basis for subject-matter jurisdiction as provided in Rule 52(b) of the West Virginia Rules of Civil Procedure.

MOTION FOR CLARIFICATION AND FACTUAL FINDINGS

Rule 52(b) authorizes a court, on motion of a party, to amend or make additional findings of fact and amend the judgment accordingly. Rule 59(e) permits alteration or amendment of a judgment to correct clear error or prevent manifest injustice. *Mey v. Pep Boys-Manny, Moe & Jack*, 228 W. Va. 48, 56-57, 717 S.E.2d 235, 243 (2011). A motion under both rules is appropriate where an order contains potentially ambiguous or overbroad findings that could affect appellate review. Such motions are appropriate here because the Order:

1. Does not specify whether each claim was dismissed for lack of subject-matter jurisdiction (Rule 12(b)(1)) or on the merits (Rule 12(b)(6));
2. Does not explain why the neutral-principles framework does not apply;
3. Assumes the only remedy sought was specific performance, overlooking Plaintiffs' pleaded requests for damages and other relief;
4. Appears to resolve disputed facts and draw inferences against the non-movant without any supporting record;
5. Is unclear as to which findings are jurisdictional and which are merit-based;
6. Relies on conclusions of law without citing authority therefor; and
7. Omits any statement that a jurisdictional dismissal is without prejudice.

A. The Order does not specify whether all claims were dismissed or why.

The Order concludes the Court “does not have subject-matter jurisdiction” but does not specify whether the dismissal applies to all nine causes of action or only those the Court deemed

ecclesiastical in nature. Dismissals must be supported by adequate findings to ensure that the court's decision is grounded in proper legal reasoning and statutory requirements. If Plaintiffs' Motion to Alter or Amend is denied, or the Court determines to dismiss any claim or cause of action in this matter, Plaintiffs respectfully request clarification identifying claim by claim whether it was dismissed and on what specific grounds so as to enable meaningful appellate review.

B. The Order does not explain why neutral principles is unavailable.

The United States Supreme Court and West Virginia authorize neutral-principles review. *Jones v. Wolf*, 443 U.S. 595, 602–06 (1979); Syl. Pt. 14, *Brady v. Reiner*, 157 W. Va. 10, 198 S.E.2d 812 (1973). The Order applies ecclesiastical abstention categorically without explaining why a neutral-principles analysis on Plaintiffs' secular claims (fraud, breach of fiduciary duty, unjust enrichment, promissory estoppel) could not be employed. If Plaintiffs' Motion to Alter or Amend is denied, or the Court determines to dismiss any claim or cause of action in this matter, Plaintiffs respectfully request a claim-by-claim clarification as to why a neutral-principles analysis is inapplicable.

C. The Order does not address Plaintiffs' requested damages.

The Order appears to assume Plaintiffs sought only ecclesiastical relief (specific performance allowing disaffiliation). But the Complaint expressly seeks civil damages for fraud, breach of contract and the implied covenant of good faith and fair dealing, breach of fiduciary duty, unjust enrichment, and related claims. These claims can be adjudicated by applying neutral, secular principles to non-doctrinal conduct. The Order does not explain why these damages claims cannot proceed under neutral principles. If Plaintiffs' Motion to Alter or Amend is denied, or the Court determines to dismiss any claim or cause of action in this matter, Plaintiffs seek clarification

and amendment explaining whether or why the Court lacks jurisdiction over these civil damages claims and why the neutral-principles approach does not permit adjudication.

D. The Order appears to make findings of fact without any evidentiary record.

The Order includes a multitude of factual findings that go well beyond (and are often contrary to) Plaintiffs' complaint and which were not subject to discovery, testimony, or evidentiary hearing. For example, the Court concludes that "Plaintiffs were not entitled to use section 2553, regardless of Defendants' fraud and collusion"; the "Trust is and always has been irrevocable"; before ¶2553, "the Discipline did not provide for disaffiliation of a local church while allowing it to maintain the UMC property"; "Plaintiffs had the right to appeal the action taken by Defendants concerning their application for disaffiliation under section 2553, before UMC's Judicial Council"; and "Defendants' refusal to allow disaffiliation under section 2549 was in accord with the dictates of the Discipline." On a motion to dismiss, however, the Plaintiffs' factual allegations must be taken as true and construed in the plaintiff's favor. *Mountaineer Fire & Rescue Equip., LLC v. City Nat'l Bank of W. Va.*, 244 W. Va. 508, 520, 854 S.E.2d 870, 882 (2020). Even under Rule 12(b)(1), a court may not decide merit-laden issues or draw inferences against the plaintiff. *See, e.g., Easterling v. Am. Optical Corp.*, 207 W. Va. 123, 129, 529 S.E.2d 588, 594 (2000).

By way of specific example, the Order assumes that ¶2549 of the Book of Discipline could not be used for disaffiliation when, in practice, the Conference approved multiple church disaffiliations under this paragraph. The attached Affidavits of Duffey Memorial Methodist Church, Carr Memorial Methodist Church, and Pisgah Methodist Church further confirm that the Conference repeatedly utilized ¶2549 as the accepted mechanism for disaffiliating churches with their property, demonstrating that the Court's assumption to the contrary is factually inaccurate

and inconsistent with Conference practice. Specifically, in the period following the sunset of ¶2553 on December 31, 2023, but prior to the General Conference in May 2024, the Conference permitted approximately half a dozen West Virginia congregations to leave with their property under ¶2549. Plaintiffs alleged that the Conference expressly promised the same process would be available for them after the General Conference; thus, the Court’s conclusion is not only drawn against Plaintiffs, but it also conflicts with the Conference’s own conduct. If Plaintiffs’ Motion to Alter or Amend is denied, or the Court determines to dismiss any claim or cause of action in this matter, Plaintiffs request that the Court identify the record materials relied upon and clarify whether it considered this factual context before concluding that ¶2549 could not lawfully serve as a basis for disaffiliation, or whether that conclusion was treated solely as an ecclesiastical interpretation rather than a factual finding.

E. The Order is unclear as to jurisdictional and merits findings.

Similarly, the findings contained in the Order go well beyond that needed for a subject-matter determination. Rule 12(b)(1) allows consideration of jurisdictional facts, but not adjudication of substantive claims. Plaintiffs request the Court to delineate which findings and conclusions were jurisdictional (pertaining to ecclesiastical abstention) and which were merit-based, if any. The distinction is critical for appellate review because Rule 12(b)(1) permits resolution of jurisdictional issues but not adjudication of the merits.

F. The Order includes apparent statements of law without supporting authority.

Initially, the Court addressed the fraud or collusion exception to the ecclesiastical abstention doctrine without first conducting any clear analysis as to whether or why that doctrine applied at all. The Court then apparently concluded that the fraud or collusion exception applies only to a “binding decision made by the highest ecclesiastical authority of a hierarchical religious

organization.” Order at 20. The Court cites no authority for that requirement, and federal courts have imposed no such limitation. *See Gonzalez v. Roman Catholic Archbishop*, 280 U.S. 1, 16, 50 S. Ct. 5, 7-8 (1929) (exception applies to any decision of any church tribunal); *Kedroff v. St. Nicholas Cathedral*, 344 U.S. 94, 116 n.23 (1952) (same); *Hyun Jin Moon v. Fam. Fed’n for World Peace & Unification Int’l*, 281 A.3d 46 (D.C. Ct. App. 2022) (exception applies where religious figures act in bad faith for secular purposes). Plaintiffs request that the Court identify the legal authority for the limitation on the fraud or collusion exception expressed on page 20 of the Order.

G. If the Court dismissed for lack of subject-matter jurisdiction, the judgment must be without prejudice.

A dismissal for lack of subject-matter jurisdiction is not an adjudication on the merits and, therefore, generally must be without prejudice. *Tanner v. Raybuck*, 246 W. Va. 361, 368, 873 S.E.2d 892, 899 (2022). The Order does not specify whether dismissal is with or without prejudice. If Plaintiffs’ Motion to Alter or Amend is denied, or the Court determines to dismiss any claim or cause of action in this matter, Plaintiffs request that the Court amend the Order to clarify that any dismissal for lack of subject-matter jurisdiction is without prejudice.

RELIEF REQUESTED

For all the foregoing reasons, Plaintiffs respectfully request that the Court:

1. Alter or amend the Order to establish subject-matter jurisdiction and render sufficient findings establishing the basis therefore;
2. Clarify whether each of Plaintiffs’ nine (9) causes of action was dismissed and state the specific grounds as to each count;
3. Address whether any of Plaintiffs’ claims could be reviewed using neutral principles.

4. Address Plaintiffs' money damages claims;
5. Identify the record materials relied upon in the Court's findings of fact and clarify whether the findings were intended to be binding given the absence of an evidentiary record;
6. Amend the Order to identify which findings were jurisdictional as opposed to substantive;
7. Provide authority for the legal proposition that the fraud or collusion exception applies only to a final adjudication of the highest tribunal;
8. State explicitly that any dismissal for lack of subject-matter jurisdiction is without prejudice; and
9. Grant such further relief as the Court deems necessary to ensure an accurate record for appellate review.

CONCLUSION

This motion is made in good faith to move the Court to amend its Order entered October 28, 2025 to establish subject matter jurisdiction and to clarify the record to ensure that the issues are properly framed for review by the appellate court. Such clarification will preserve the integrity of the appellate process and promote judicial economy by reducing the likelihood of remand for lack of specificity. Plaintiffs respectfully request that the Court issue a supplemental or amended order consistent with the above points.

Dated this 24th day of November, 2025

Respectfully submitted,

/s/ Anthony R. Veneri

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CERTIFICATE OF SERVICE

I, Taylor W. Bohon, attorney for Trustees of Madison United Methodist Church, et al., in the above-styled civil action, hereby certify that on the 24th day of November, 2025, I electronically filed the foregoing PLAINTIFFS' MOTION FOR CLARIFICATION AND FACTUAL FINDINGS PURSUANT TO RULES 52(b) AND 59(e) with the Mercer County Circuit Court using the West Virginia E-filing system, which will send notification to the following E-filing participants:

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Counsel for Defendants

/s/ Taylor W. Bohon

Taylor W. Bohon

EXHIBIT A

AFFIDAVIT OF DUFFEY MEMORIAL METHODIST CHURCH

I, David Glenn Maher, being first duly sworn, state as follows:

1. My name is David Glenn Maher, and I serve as Administrative Council Chair of Duffey Memorial Methodist Church (formerly Duffey United Methodist Church), located in Moorefield, West Virginia.
2. Duffey Memorial Methodist Church was formerly a member congregation of the West Virginia Conference of the United Methodist Church.
3. In 2022 (year), our church informed the Conference of our desire to depart from the denomination and retain ownership of our real and personal property.
4. The West Virginia Conference directed our church to proceed under Paragraph 2549 of the Book of Discipline as the appropriate and authorized method for disaffiliation and property transfer.
5. Conference officials provided instructions regarding the ¶2549 process, including submission of necessary documentation and coordination with the Conference trustees.
6. Our church followed the ¶2549 procedure exactly as instructed. At no time did the Conference inform us that ¶2549 was unavailable, improper, or ecclesiastically impermissible for disaffiliation.
7. The Conference reviewed, voted upon, and approved Duffey Memorial's departure pursuant to ¶2549, and the property was released accordingly.
8. At no point during our interactions did the Conference identify ¶2553 as the exclusive disaffiliation method or suggest that ¶2549 could not be lawfully used for departing congregations.
9. Conference officials affirmatively represented to us that ¶2549 had long been used for church departures and remained the established mechanism for property release.

I declare under penalty of perjury that the foregoing is true and correct.

David Maher
David Maher (Nov 19, 2025 20:46:20 EST)

Affiant

Date: 19/11/2025

Duffey Memorial Methodist Church - Affidavit

Final Audit Report

2025-11-20

Created:	2025-11-20
By:	Jonathan Bailie (jbailie@ncll.org)
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"Duffey Memorial Methodist Church - Affidavit" History



Document created by Jonathan Bailie (jbailie@ncll.org)

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Document emailed to David Maher (dave@maher.org) for signature

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Email viewed by David Maher (dave@maher.org)

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Document e-signed by David Maher (dave@maher.org)

Signature Date: 2025-11-20 - 1:46:20 AM GMT - Time Source: server



Agreement completed.

2025-11-20 - 1:46:20 AM GMT



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AFFIDAVIT OF PISGAH COMMUNITY CHURCH

I, Anne Harvey, being first duly sworn, state as follows:

1. My name is Anne Harvey, and I served as Trustee/Treasurer of Pisgah Community Church (formerly Pisgah United Methodist Church), located in Mercer County, West Virginia, at the time of disaffiliation.
2. Pisgah Community Church was formerly a member congregation of the West Virginia Conference of the United Methodist Church.
3. In 2020, our church informed the Conference of our desire to depart from the denomination and retain ownership of our real and personal property.
4. The West Virginia Conference directed our church to proceed under Paragraph 2549 of the Book of Discipline as the appropriate and authorized method for disaffiliation and property transfer.
5. Conference officials provided instructions regarding the ¶2549 process, including submission of necessary documentation and coordination with the Conference trustees.
6. Our church followed the ¶2549 procedure exactly as instructed. At no time did the Conference inform us that ¶2549 was unavailable, improper, or ecclesiastically impermissible for disaffiliation.
7. The Conference reviewed, voted upon, and approved Pisgah's departure pursuant to ¶2549, and the property was released accordingly.
8. At no point during our interactions did the Conference identify ¶2553 as the exclusive disaffiliation method or suggest that ¶2549 could not be lawfully used for departing congregations.
9. Conference officials affirmatively represented to us that ¶2549 had long been used for church departures and remained the established mechanism for property release.
10. Attached to this Affidavit, as "Exhibit A," is a full and accurate copy the deed wherein the Conference conveyed real property to Pisgah Community Church wherein the Conference acknowledged our church followed the ¶2549 as the appropriate and authorized method for disaffiliation and property transfer.

I declare under penalty of perjury that the foregoing is true and correct.

Anne M. Harvey
Affiant

Date: 11-18-25

STATE OF West Virginia,

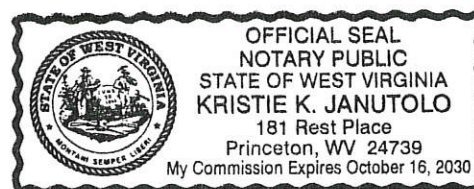
COUNTY OF Mercer, TO-WIT:

Taken, subscribed and sworn to before me within my County and State aforesaid
and given under my seal this 18th day of November, 2025.

Kristie K. Janutolo

Notary Public

(NOTARIAL SEAL)



Verlin T. Moya
MERCER County 01:27:35 PM
Instrument No 817927
Date Recorded 12/17/2020
Document Type DE
Pages Recorded 7
Book-Page 1095-602-608
Recording Fee \$13.00
Additionals \$17.00

RETURN TO: BREWSTER MORHOUS PLLC
P.O. BOX 529 BLUEFIELD, WV 24701

THIS DEED, Made this 13th day of November, 2020, by and between **THE BOARD OF TRUSTEES OF THE WEST VIRGINIA ANNUAL CONFERENCE OF THE UNITED METHODIST CHURCH** and as **RICHARD E. FORD, JR., CHARLES E. HICKS, THOMAS MATTHEWS, ANGELA JONES, BETSY J. EDWARDS-MARTIN, LARRY G. JOHNSON, RANDALL F. FLANAGAN, CYNTHIA EAKLE, FRANK SHOMO, NANCY CHESHIRE, YVONNE W. HARRIS and RICHARD SHAFFER**, as members of said Board of Trustees acting by Betsy J. Edwards-Martin, President of said Board and Randall F. Flanagan, Vice President of said Board and their Attorneys-in-Fact by virtue of the certain Power of Attorney dated August 1, 2020, and of record in the Office of the Clerk of the County of Mercer County, West Virginia, in Power of Attorney Book 1095, at Page 249, parties of the first part, and, **THE TRUSTEES OF THE PISGAH COMMUNITY CHURCH**, parties of the second part; and

WHEREAS, in 1939 the Methodist Episcopal Church and the Methodist Episcopal Church South merged with the Methodist Protestant Church to form the Methodist Church, and in 1946 the Evangelical Church merged with the United Brethren Church to form the Evangelical United Brethren Church, and in 1968 the Methodist Church merged with the Evangelical United Brethren Church to form the United Methodist Church; and

WHEREAS, PISGAH UNITED METHODIST CHURCH was declared closed effective August 31, 2020 by resolution of a majority of the District Superintendents of the West Virginia Annual Conference of the United Methodist Church, with consent of the Presiding Bishop of the Conference and the District Board of Church Location and Building and the parties of the first part herein have been directed to sell their interest in the following property pursuant to Section 2549 of the Book of Discipline of the United Methodist Church (2016 Ed.). As evidenced by the Bishop's Certificate of Compliance with Section 2515 of said Discipline, attached hereto as Exhibit A of this Deed; and

WHEREAS, pursuant to the provisions of the West Virginia Code, the parties of the first part have caused to be published in THE BLUEFIELD DAILY TELEGRAPH, a newspaper of general circulation published in Mercer County, West Virginia, once a week for two successive weeks beginning November 6, 2020 and ending with the issue of November 13, 2020, a Notice describing the real estate hereby conveyed and stating the same would be conveyed on or after

November 13, 2020, an affidavit regarding said publication being attached hereto and by reference made a part hereof.

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the sum of Seventeen Thousand Three Hundred Sixty-eight Dollars (\$17,368.00), the receipt and sufficiency of which are hereby acknowledged, the parties of the first part do hereby **QUITCLAIM, SELL AND CONVEY** unto the parties of the second part, all of their right, title and interest in and to the following described tracts or parcels of land together with any improvements thereon and any appurtenances thereunto belonging, situate in Plymouth District, in Mercer County, West Virginia, and bounded as follows, to-wit:

PARCEL ONE:

Tract A:

A certain parcel of land situate in said County on the "Old Logan Road" and on the ridge dividing the Waters of Laurel Creek a tributary of Brush Creek and the Waters of the Christian fork of Brush Creek and bounded as follows, to wit:

BEGINNING at a White Oak on the North side of the Logan Road N. 34.5° W. with said road 12 poles to a White Oak N. 31° E. 15 poles to a Black Oak, Sourwood and dogwood S. 34.5° E. 12 poles to a stake in Stafford and Fletcher line and with it S. 31° W. 15 poles to the **BEGINNING** containing one and 20/160 Acres.

AND BEING the same property conveyed to Trustees of the Pisgah Methodist Episcopal Church South from Joseph A. Stafford and Rosa M. Stafford his wife by Deed dated June 1, 1886 and recorded in the office of the Clerk of the County Commission of Mercer County, West Virginia in Deed Book 15, at Page 55.

Tract B:

A certain tract or parcel on the waters of Laurel Creek and supposed to contain one-fourth of an acre be the same more or less and is bounded and described as follows to wit:

BEGINNING at the South East corner of Pisgah Church Lot, and running thence S. 34 ½ E. 7 poles to a stake, thence N. 31 E. 6 poles to a stake, thence N. 34 ½ W. 7 poles to a stake on the Stafford and Fletcher line, Thence with said line to the **BEGINNING**.

AND BEING the same property conveyed to H.B. Barber from Calvin Fletcher by Deed dated December 19, 1896 and recorded in the aforesaid Clerk's office in Deed Book 35, at Page 56.

PARCEL TWO:

BEGINNING at a stone near a large white oak near the road, thence North 36° E. 234 feet to a stone by the gate post to the graveyard; thence South 30° E. 187 feet to a stone in the field; thence South 36° W. 234 feet to a stone by the fence near the road's thence North 30° W. 187 feet to the point of beginning and which said lot adjoins the lot upon which the Pisgah Church now stands and containing one acre more or less, being known as the "Pisgah School House lot".

AND BEING the same property conveyed to Pisgah Community Playground Association from Trustees of the Pisgah United Methodist Church by Deed dated April 28, 2009 and recorded in the aforesaid Clerk's office in Deed Book 938, at Page 222.

This conveyance of the aforesaid property is further subject to all restrictions, conditions, covenants, agreements, provisions, limitations, rights of way, easements, leases, reservations, or exceptions contained or referred to in the aforesaid deeds and all prior recorded deeds for said lots or conveyed or reserved by all prior owners in the chain of title. **DECLARATION OF CONSIDERATION OR VALUE:** The Grantors hereby declare that this conveyance is not subject to the excise tax on privilege of transferring property because it is from the board of Trustees of a voluntary charitable and religious organization.

IN WITNESS WHEREOF, the Board of Trustees of the West Virginia Annual Conference of The United Methodist Church has caused its names to be signed hereunto by Betsy J. Edwards-Martin, its President and Randall F. Flanagan, its Vice President, and all of the members of the Board of Trustees of the West Virginia Annual Conference of the United Methodist Church have caused their names to be signed hereto by Betsy J. Edwards-Martin and Randall F. Flanagan, individually as members of said Board of Trustees and as their Attorneys-in-Fact, thereunto duly authorized.

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

THE BOARD OF TRUSTEES OF THE
WEST VIRGINIA ANNUAL CONFERENCE
OF THE UNITED METHODIST CHURCH

By

Betsy J. Edwards-Martin

BETSY J. EDWARDS-MARTIN

Its President

and

Betsy J. Edwards-Martin

BETSY J. EDWARDS-MARTIN, individually as a
Member of said Board of Trustees and as Attorney-in-
Fact for Richard E. Ford, Jr., Charles E. Hicks,
Thomas Matthews, Angela Jones, Larry G. Johnson,
Randall F. Flanagan, Cynthia Eakle, Frank Shomo,
Nancy Cheshire, Yvonne W. Harris and Richard
Shaffer

STATE OF WEST VIRGINIA,

COUNTY OF LEWIS, to-wit:

I, Katelyn R. Rogers, a Notary Public in and for said County and State, do
certify that Betsy J. Edwards-Martin, who signed the writing above bearing date the 13th day of
November, 2020, as President of said Board of Trustees of the West Virginia Annual Conference
of The United Methodist Church and individually as a member of said Board of Trustees and as
Attorney-in-Fact for Richard E. Ford, Jr., Charles E. Hicks, Thomas Matthews, Angela Jones,
Larry G. Johnson, Randall F. Flanagan, Cynthia Eakle, Frank Shomo, Nancy Cheshire, Yvonne
W. Harris and Richard Shaffer has this day in my said County, before me, acknowledged the said
writing to be the act and deed of said Board of Trustees.

Given under my hand this 17th day of November, 2020.

My Commission Expires: November 24, 2022

{NOTARY STAMP}



Katelyn R. Rogers
Notary Public

THE BOARD OF TRUSTEES OF THE
WEST VIRGINIA ANNUAL CONFERENCE
OF THE UNITED METHODIST CHURCH

By

Randall F. Flanagan
RANDALL F. FLANAGAN
Its Vice President

and

Randall F. Flanagan
RANDALL F. FLANAGAN, individually as a
Member of said Board of Trustees and as Attorney-in-
Fact for Richard E. Ford, Jr., Charles E. Hicks,
Thomas Matthews, Angela Jones, Betsy J. Edwards-
Martin, Larry G. Johnson, Cynthia Eakle, Frank
Shomo, Nancy Cheshire, Yvonne W. Harris and
Richard Shaffer

STATE OF WEST VIRGINIA,

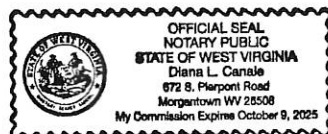
COUNTY OF Mingo, to-wit:

I, Diana L. Canale, a Notary Public in and for said County and State, do
certify that Randall F. Flanagan, who signed the writing above bearing date the 13th day of
November, 2020, as Vice President of said Board of Trustees of the West Virginia Annual
Conference of The United Methodist Church and individually as a member of said Board of
Trustees and as Attorney-in-Fact for Richard E. Ford, Jr., Charles E. Hicks, Thomas Matthews,
Angela Jones, Betsy J. Edwards-Martin, Larry G. Johnson, Cynthia Eakle, Frank Shomo, Nancy
Cheshire, Yvonne W. Harris and Richard Shaffer has this day in my said County, before me,
acknowledged the said writing to be the act and deed of said Board of Trustees.

Given under my hand this 17 day of November, 2020.

My Commission Expires: October 9, 2025

(NOTARY STAMP)

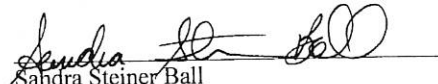


Diana L. Canale
Notary Public

EXHIBIT A

**Bishop's Certificate of Compliance
With Section 2515 of the Book of Discipline**

The undersigned, as the Resident and Presiding Bishop of the West Virginia Annual Conference of the United Methodist Church, pursuant to Section 2515 of the Book of Discipline of the United Methodist Church (2016 Ed.), hereby certifies that she, along with a majority of the district superintendents, has consented to this conveyance, and that it fully complies with said section of the Discipline.


Sandra Steiner Ball
Resident and Presiding Bishop
West Virginia Annual Conference of the
United Methodist Church

This instrument prepared by:

Robert N. File, Esquire
File Payne Scherer & File PLLC
130 Main Street – Suite 201
Beckley, West Virginia 25801

BLUEFIELD DAILY TELEGRAPH

928 Bluefield Avenue, Bluefield, WV 24701
Phone: 304-327-2801 Toll Free: 800-763-2459 • Fax: 304-327-0433
www.bdtonline.com

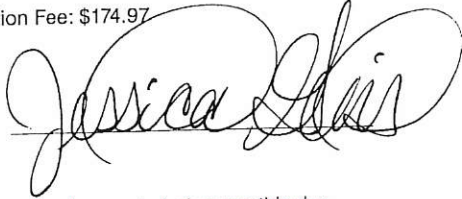
Affidavit of Publication

STATE OF WEST VIRGINIA COUNTY OF MERCER,

I, Jessica Goins, of the Bluefield Daily Telegraph, a daily newspaper published in the City of Bluefield, Mercer, West Virginia, do certify that the notice attached hereto under the caption;

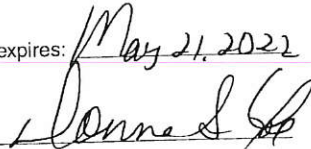
was published in the said Bluefield Daily Telegraph 2 time(s) on the following day(s), namely 11/06/20, 11/13/20

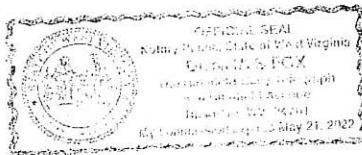
Publication Fee: \$174.97

Signed: 

Subscribed and sworn to before me this day
11/13/2020

My commission expires: May 21, 2022

Notary Public: 



AD# 445230
N

NOTICE OF PROPOSED CONVEYANCE OF UNITED METHODIST CHURCH PROPERTY (Pisgah United Methodist Church)

Notice is hereby given that Board of Trustees of the West Virginia Annual Conference of the United Methodist Church will, on or after November 13th, 2020 QUITCLAIM, GRANT and CONVEY to the Trustees of the Pisgah Community Church, all of their right, title and interest in and to those certain tracts or parcels of land situate in Plymouth District, Mercer county, West Virginia and more particularly bounded and described as follows, to-wit:

PARCEL ONE:

Tract A

A certain parcel of land situate in said County on the "Old Logan Road" and on the ridge dividing the Waters of Laurel Creek a tributary of Brush Creek and the Waters of the Christian fork of Brush Creek and bounded as follows, to wit: Beginning at a White Oak on the North side of the Logan Road N. 34.5° W. with said road 12 poles to a White Oak N. 31° E. 15 poles to a Black Oak, Sourwood and dogwood S. 34.5° E. 12 poles to a stake in Stafford and Fletcher line and with it S. 31° W. 15 poles to the Beginning containing one and 20/160 Acres.

AND BEING the same property conveyed to Trustees of the Pisgah Methodist Episcopal Church South from Joseph A. Stafford and Rosa M. Stafford his wife by Deed dated June 1, 1886 and recorded in the office of the Clerk of the County Commission of Mercer County, West Virginia in Deed Book 15, at page 55.

Tract B

A certain tract or parcel on the waters of Laurel Creek and supposed to contain one-fourth of an acre be the same more or less and is bounded and described as follows to wit: Beginning at the South East corner of Pisgah Church Lot, and running thence S 34 1/2° E 7 poles to a stake, thence N 31° E 6 poles to a stake, thence N 34 1/2° W 7 poles to a stake on the Stafford and Fletcher line, Thence with said line to the beginning.

AND BEING the same property conveyed to H.B. Barber from Calvin Fletcher by Deed dated December 19, 1896 and recorded in the aforesaid Clerk's office in Deed Book 35, at page 56.

PARCEL TWO:

BEGINNING at a stone near a large white oak near the road, thence North 36° E. 234 feet to a stone by the gate post to the graveyard; thence South 30° E. 187 feet to a stone in the field; thence South 36° W. 234 feet to a stone by the fence near the road's thence North 30° W. 187 feet to the point of beginning and which said lot adjoins the lot upon which the Pisgah Church now stands and containing one acre more or less, being known as the "Pisgah School House lot".

AND BEING the same property conveyed to Pisgah Community Playground Association from Trustees of the Pisgah United Methodist Church by Deed dated April 28, 2009 and recorded in the aforesaid Clerk's office in Deed Book 938, at page 222.

Said Pisgah United Methodist church was declared closed effective August 31, 2020 by resolution of a majority of the District Superintendents of the West Virginia Annual Conference of the United Methodist Church.

Dated the 20th day of October 2020.

BOARD OF TRUSTEES
OF THE WEST VIRGINIA
ANNUAL CONFERENCE
OF THE UNITED METHODIST
CHURCH

By: Robert N. File, chancellor
130 Main Street
Beckley, West Virginia
(304) 253-3358

SETTLEMENT AGREEMENT AND RELEASE

THIS SETTLEMENT AGREEMENT AND RELEASE (hereinafter this "Agreement") is made and entered into this 17th day of September 2020, by and between the TRUSTEES OF PISGAH COMMUNITY CHURCH (formerly known as PISGAH UNITED METHODIST CHURCH) (hereinafter "Pisgah"), and the WEST VIRGINIA ANNUAL CONFERENCE OF THE UNITED METHODIST CHURCH (hereinafter the "Conference");

W I T N E S S E T H:

WHEREAS, the United Methodist Church is a national and worldwide Christian church;

WHEREAS, the West Virginia Annual Conference is a geographic and organizational subdivision of the United Methodist Church, having jurisdictional authority over certain sections of the State of West Virginia, including Mercer County, West Virginia;

WHEREAS, Pisgah is a Christian church situated in Mercer County, West Virginia, which has heretofore, for several years, operated as an affiliate church of the West Virginia Annual Conference of the United Methodist Church;

WHEREAS, due to certain operational and theological differences, Pisgah and the Conference have agreed to separate, with Pisgah no longer being an affiliate church or otherwise associated with the Conference or the United Methodist Church;

WHEREAS, pursuant to the aforesaid separation, Pisgah has reorganized and changed its name to Pisgah Community Church;

WHEREAS, subsequent to the aforesaid separation, reorganization and name change, Pisgah will retain all tangible and intangible personal property, all real property, and all other assets previously held or used by Pisgah;

WHEREAS, in consideration for the payment of a sum certain by Pisgah to the Conference, as more specifically set forth below, the Conference has agreed to convey to Pisgah, and/or release to Pisgah, as appropriate, all of the Conference's title and claims to all of Pisgah's personal property, all of Pisgah's real estate, and all of Pisgah's other assets, free of any claims by the Conference or the United Methodist Church;

WHEREAS, the parties have agreed to cooperate and use their respective best efforts to complete the envisioned separation and property transaction as quickly as reasonably possible;

WHEREAS, by this agreement, the parties have settled all matters in controversy between them and agreed to release all claims by and against each other and the trustees of each; and,

WHEREAS, the parties now desire to enter into this Agreement to memorialize resolution of all claims of Pisgah against the Conference and all claims of the Conference against Pisgah, each fully releasing all claims against the other;

NOW, THEREFORE, for and in consideration of the above premises, the following mutual covenants of the parties hereto, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Pisgah and the Conference hereby agree as follows:

1. Premises. The premises paragraphs set forth above are hereby incorporated herein, adopted by reference, and strictly made a part of this Agreement.
2. Administrative Actions by the Conference. As quickly as reasonably possible, and prior to the Closing, the Conference shall initiate and conclude any and all

administrative, ministerial, fiduciary, clerical, ecclesiastical, or other processes necessary for its internal operational purposes. Pisgah shall reasonably cooperate in all such processes.

3. Property Transfer and/or Release. At the Closing, the Conference shall transfer and convey and/or release, by bill of sale, quitclaim deed, or other documents of transfer, as applicable, to the Trustees of the Pisgah Community Church, all tangible and intangible personal property (other than the sum paid by Pisgah to the Conference pursuant to this settlement and the Excluded Personal Property, both as more particularly described below) currently possessed by Pisgah, all real estate situate in Mercer County, West Virginia, currently possessed by Pisgah, including but not limited to the real estate more particularly described below, and all other assets possessed by Pisgah, free and absolved of any claims by the Conference or the United Methodist Church:

All those certain tracts or parcels of real estate situate in Plymouth District, Mercer County, West Virginia, conveyed to Pisgah or others by the following deeds and generally described as follows:

a. That certain deed of J. A. Stafford, et ux., to Alexander Johnson, et al., Trustees, dated June 1, 1886, of record in the Office of the Clerk of the County Commission of Mercer County, West Virginia, in Deed Book 15, at Page 55, and identified on the records of the Assessor of Mercer County, West Virginia, as Plymouth District, Map 33, Parcel 20.

b. That certain deed of Calvin Fletcher to H.B. Barbor, dated December 19, 1896, of record in the Office of the Clerk of the County Commission of Mercer County, West Virginia, in Deed Book 35, at Page 56, and identified on the records of the Assessor of Mercer County, West Virginia, as Plymouth District, Map 33, Parcel 8-A.

c. That certain deed of James S. Mayberry, et al., to Pisgah Methodist Church, H.B. Barbor, et al., Trustees, dated January 22, 1953, of record in the Office of the Clerk of the County Commission of Mercer County, West Virginia, in Deed Book 332, at Page 23, and identified on the records of the Assessor of Mercer County, West Virginia, as Plymouth District, Map 33, Parcel 21.

In addition, the Conference hereby irrevocably constitutes and appoints Pisgah as its agent, proxy and attorney-in-fact to transfer any and all other assets presently possessed by, held by, titled to, or owned by Pisgah United Methodist Church to Pisgah Community Church, as well as to transfer any and all property or other assets received in the future by Pisgah United Methodist Church from any person or entity to Pisgah Community Church.

4. Payment. Upon the execution of this Agreement by all parties hereto, Pisgah shall pay to File, Payne, Scherer & File, PLLC (hereinafter, the "Escrow Agent"), the total sum of Sixty-Two Thousand Five Hundred and 00/100 Dollars (\$62,500.00), in immediately available funds. The Escrow Agent shall hold said sum in escrow pursuant to this Agreement. Upon final conclusion of all transactions contemplated by this Agreement, specifically including delivery of the fully executed aforesaid deed, bill of sale, and other above-described documents to Pisgah (herein, the "Closing"), the Escrow Agent may release the escrowed funds to the Conference. Should this transaction or any part thereof not close or conclude as anticipated, (specifically including delivery of the fully executed aforesaid deed, bill of sale, and other above-described documents to Pisgah), the Escrow Agent, upon demand therefore by Pisgah, shall immediately return the aforesaid full amount of the escrowed funds to Pisgah. Delivery of the aforesaid sum shall be in full settlement and satisfaction of all claims the Conference and/or the United Methodist Church has or may have against the above described real property, tangible and intangible personal property (other than the sum paid by Pisgah to the Conference pursuant to this settlement and the Excluded Property), and all other assets possessed by Pisgah. Upon receipt at or after the Closing, the Conference and/or the United Methodist

Church may allocate the aforesaid payment in any manner as either may desire for their internal record keeping purposes.

5. Excluded Personal Property. At the Closing, Pisgah shall deliver to the Conference the following: (i) all personal property marked with the United Methodist Church trademarked insignia of the cross and flame or with the name "United Methodist Church," and (ii) all financial, membership, and baptism records kept and maintained by Pisgah United Methodist Church. Pisgah agrees not to use, display, identify with, or hold out as a representation of Pisgah any personal property marked with the aforesaid trademarked insignia cross and flame or the name "United Methodist Church." Pisgah further agrees to remove from the aforesaid real estate any signs reflecting the aforesaid trademarked insignia cross and flame or the name "United Methodist Church," and to deliver to the Conference (at the Conference's expense) any personal property subsequently discovered which reflects the aforesaid insignia or name.

6. Mutual Release. In consideration of this Agreement and the property transfers and payment described above, each party hereby releases and forever discharges the other, its trustees, officers, members, agents, executors, attorneys, accountants, affiliated or related entities, insurers, and all other persons or entities who are or might be liable, of and from any and all claims of any kind or character that any party has or might have against the other, whether known or unknown, and especially of and from all claims for Apportionments, pension obligations, pastor compensation, damages, costs, expenses, losses, attorneys' fees, punitive damages, or injuries to persons or property that arise from or relate in any way to Pisgah's prior or current existence and/or operation as a United Methodist Church, Pisgah's separation from the Conference, or those events related to either, and all parties hereto hereby acknowledge full and

final settlement, accord, and satisfaction of all claims, demands, actions, or causes of action of whatever kind or character which any party has or may have against the other.

7. Choice of Forum. The forum having proper jurisdiction and venue to adjudicate any claim, dispute or default which may arise out of this Agreement or the performance of the transactions contemplated hereby shall be the Circuit Court of Mercer County, West Virginia. The parties expressly submit and irrevocably consent to such jurisdiction and venue and specifically waive any and all rights each may have to contest such jurisdiction or venue of the above-mentioned forum and to demand any other forum.

8. Notices. All notices to be served hereunder shall be in writing and shall be sufficiently given when mailed by first class mail to the following addresses:

(a) Pisgah:

Pisgah Community Church
1217 Pisgah Road
Princeton, WV 24739

with copy to:

William P. Stafford, II
Brewster Morhous, PLLC
P.O. Box 529
Bluefield, WV 24701

(b) Conference:

West Virginia Annual Conference of the United Methodist Church
% Joseph S. Kenaston, Superintendent of the Southern District of the
West Virginia Annual Conference of the United Methodist Church
213 S. Heber Street
Beckley, West Virginia. 25801

with copy to:

Robert N. File
File Payne Scherer & File, PLLC

130 Main Street
Beckley, WV 25801

In addition, notice shall be deemed sufficiently given if the notice is served in a manner prescribed by the laws of the State of West Virginia for the service of a summons in a civil action.

9. Severability. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Agreement, or the application thereof to any person or circumstance, shall for any reason and to any extent be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but rather shall be construed and enforced to the fullest extent by law.

10. Ownership and Non-Assignment of Claims. Each of the parties represents and warrants that no other person or entity has, or has had, any interest in the property, obligations, claims, demands, or causes of action released in this Agreement, and that it has the sole right and exclusive authority to execute this Agreement. Each of the parties further represents and warrants that it has not sold, assigned, transferred, conveyed, or otherwise disposed of any of the property, obligations, claims, demands, or causes of action released in this Agreement.

11. Involvement of Counsel and Advisors, Voluntary Execution. Each party represents and acknowledges that it has been afforded full opportunity to discuss all aspects of this Agreement with legal counsel, accountants, tax advisors and/or financial advisors of its own choosing, and that it executes this Agreement without reliance upon any statement of representation of any other party or their representatives. Each party further represents and

warrants that they have reviewed this Agreement, fully understands all its provisions, and voluntarily and knowingly signs this Agreement.

12. No Other Promises or Inducements. Each party represents and warrants that there have been no inducements, representations or agreements from the other causing, affecting, or in connection with this Agreement or the transactions contemplated hereby, except as expressly set forth in writing in this Agreement. Each party has undertaken such independent investigation and evaluation as it deems appropriate with respect to this Agreement. Each party recognizes and acknowledges that its knowledge and the knowledge of its counsel may not be full or complete, and assumes the risk that there may be facts or claims unknown to that party, or its counsel, that are known by the other party or parties that could or might give rise to some claim or claims against those parties, persons, or entities that are being released in this Agreement.

13. Consideration Acknowledged. The parties acknowledge that the covenants contained in this Agreement provide good and sufficient consideration for every promise, duty, release, obligation and right contained in this Agreement.

14. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective trustees, heirs, executors, administrators, trustees, directors, officers, shareholders, members, successors, and assigns.

15. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of West Virginia, without regard to conflict of laws principles.

16. Further Assurances. The parties agree that, upon a request by any party, each will execute and deliver such further documents and undertake such further actions as may

reasonably be required to effect any of the agreements and covenants contained in this Agreement.

17. Costs, Expenses and Attorneys' Fees. Each party shall bear its own costs, expenses and attorneys' fees incurred in connection with the disputes between them and their settlement and this Agreement.

18. Mutual Drafting. This Agreement is the result of negotiations between the parties and shall be considered as being mutually drafted by the parties.

19. Integration and Merger. This Agreement embodies, merges and integrates all prior and current agreements and understandings of the parties regarding the settlement of the claims asserted, or that could have been asserted, by any party hereto, and may not be clarified, modified, changed or amended, except in writing, signed by each of the parties hereto or their respective successors in interest. The parties further covenant and agree that this Agreement contains the entire agreement between the parties hereto, that all agreements and understandings between the parties are embodied and expressed herein, and that acceptance of the consideration set forth herein is in full accord and satisfaction of each of the claims that are disputed or that could have been disputed between the parties.

20. Execution in Counterparts. This Agreement may be executed and delivered in multiple counterparts, and all counterparts so delivered and executed shall constitute one and the same instrument and be enforceable as such.

[Remainder of page intentionally blank; signatures on following pages]

WITNESS the following signatures and seals as of the date first above written.

PISGAH:

David Brown

David Brown, Trustee

STATE OF WEST VIRGINIA,

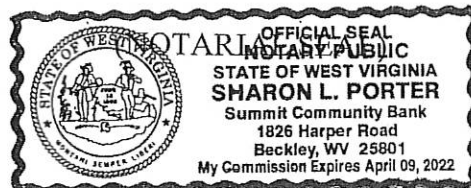
COUNTY OF MERCER, TO-WIT:

I, Sharon L. Porter, a Notary Public in and for the County and State aforesaid, do hereby certify that David Brown, who signed the foregoing and hereto annexed Settlement Agreement and Release bearing date the 17th day of September 2020, as a Trustee of Pisgah Community Church, f/k/a Pisgah United Methodist Church, has this day acknowledged the same before me in my said County.

Given under my hand and seal this 23 day of September 2020.

Sharon L. Porter

Notary Public



Gary Furches
Gary Furches, Trustee

STATE OF WEST VIRGINIA,

COUNTY OF MERCER, TO-WIT:

I, Merese S Mann, a Notary Public in and for the County and State aforesaid, do hereby certify that Gary Furches, who signed the foregoing and hereto annexed Settlement Agreement and Release bearing date the 17th day of September 2020, as a Trustee of Pisgah Community Church, f/k/a Pisgah United Methodist Church, has this day acknowledged the same before me in my said County.

Given under my hand and seal this 28 day of September 2020.



Merese S Mann
Notary Public

(NOTARIAL SEAL)

Rebecca Manley
Rebecca Manley, Trustee

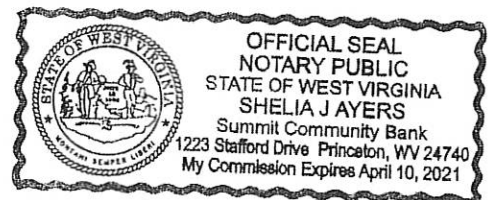
STATE OF WEST VIRGINIA,

COUNTY OF MERCER, TO-WIT:

I, Shelia J Ayers, a Notary Public in and for the County and State aforesaid, do hereby certify that Rebecca Manley, who signed the foregoing and hereto annexed Settlement Agreement and Release bearing date the 17th day of September 2020, as a Trustee of Pisgah Community Church, f/k/a Pisgah United Methodist Church, has this day acknowledged the same before me in my said County.

Given under my hand and seal this 28th day of September 2020.

Shelia J Ayers
Notary Public
(NOTARIAL SEAL)



Anne M. Harvey
Anne Harvey, Trustee

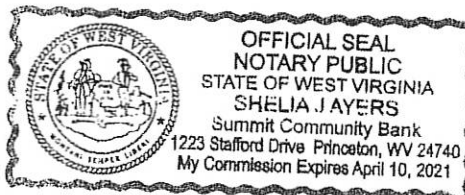
STATE OF WEST VIRGINIA,

COUNTY OF MERCER, TO-WIT:

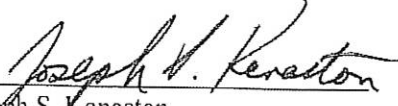
I, Shelia J. Ayers, a Notary Public in and for the County and State aforesaid, do hereby certify that Anne Harvey, who signed the foregoing and hereto annexed Settlement Agreement and Release bearing date the 17th day of September 2020, as a Trustee of Pisgah Community Church, f/k/a Pisgah United Methodist Church, has this day acknowledged the same before me in my said County.

Given under my hand and seal this 29 day of September 2020.

Shelia J. Ayers
Notary Public
(NOTARIAL SEAL)



CONFERENCE:

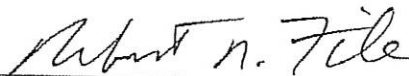

Joseph S. Kenaston,
Dean of the Cabinet and Superintendent of
the Southern District of the West Virginia Annual
Conference of the United Methodist Church

STATE OF WEST VIRGINIA,

COUNTY OF Raleigh, TO-WIT:

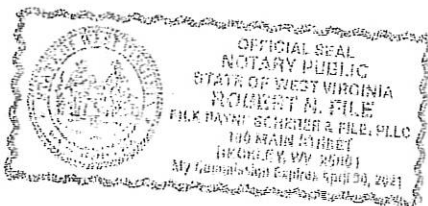
I, Robert N. File, a Notary Public in and for the County and
State aforesaid, do hereby certify that Joseph S. Kenaston, who signed the foregoing and hereto
annexed Settlement Agreement and Release bearing date the 17th day of September 2020, as
Dean of the Cabinet and Superintendent of the Southern District of the West Virginia Annual
Conference of the United Methodist Church, has this day acknowledged the same before me in
my said County.

Given under my hand and seal this 30th day of September 2020.



Notary Public

(NOTARIAL SEAL)



RESOLUTION FOR CLOSURE OF PISGAH UNITED METHODIST CHURCH

Pisgah Charge, Mercer County

DATE: August 31, 2020

WHEREAS the Pisgah United Methodist Church began in 1886; and

WHEREAS all the members of Pisgah United Methodist Church have withdrawn or transferred their membership to another United Methodist Church; and

WHEREAS all UMC Trademarks will be removed including, but not limited to, signage and UM hymnals; and

WHEREAS at the time of closure funds located in bank accounts, checking and/or savings, certificates of deposit, annuities, stocks, bonds or other monetary holdings are the property of the West Virginia Annual Conference of the United Methodist Church; and

WHEREAS the following agreements have been made with the Annual Conference through their representative the District Superintendent, the Conference Chancellor, the Agent of the West Virginia Annual Conference Trustees, and the members of the Pisgah United Methodist Church and their attorney, Will Stafford of Brewster and Morhous, PLLC; and

WHEREAS the Pisgah United Methodist Church has agreed to pay and the funds are in an escrow account of the law firm Brewster and Morhous, PLLC, Bluefield; and the funds will be transferred for the purpose of distribution to the law firm of File, Payne, Scherer, and File, PLLC when the deeds are transferred:

Its future Pension Obligation of \$30,769 to the Conference Treasurer;

The apportionment in full \$9,316;

Southern District Promotional Fund in full \$349;

The remainder of the appointed pastor's salary and benefits Feb. – April, 2020, \$4,698; and

WHEREAS the consent of the presiding bishop, a majority of the district superintendents, and the district Board of Church Location and Building has been granted;

WHEREAS exigent circumstances exist that require immediate protection of the local church's property for the benefit of the United Methodist Church;

THEREFORE BE IT RESOLVED that the Pisgah United Methodist Church be closed as of August 31, 2020; and

BE IT FURTHER RESOLVED that the WVAC Trustee's agent has agreed to sell the building and property to the Pisgah Community Church for \$17,368 pending approval by the WVAC Board of Trustees. The purchase price of property must be paid at closing. Where there is a gap between the closure and the completion of the purchase process, there may be an agreement for the utilization of the former Pisgah United Methodist Building and the WVAC Board of Trustees; and

BE IT FURTHER RESOLVED that all financial accounts of Pisgah UMC be closed, and the records given to the District Superintendent as well as UM Methodist Archival materials.

Signed:



Dean of the Cabinet

Secretary of the Cabinet

August 31, 2020

Date

EXHIBIT C

AFFIDAVIT OF CARR MEMORIAL METHODIST CHURCH

I, Preston Burgess, being first duly sworn, state as follows:

1. My name is Preston Burgess, and I served as Chair of Trustees of Carr Memorial Methodist Church (formerly Carr Memorial United Methodist Church), located in Mercer County, West Virginia, at the time of disaffiliation.
2. Carr Memorial Methodist Church was formerly a member congregation of the West Virginia Conference of the United Methodist Church.
3. In 2024, our church informed the Conference of our desire to depart from the denomination and retain ownership of our real and personal property.
4. The West Virginia Conference directed our church to proceed under Paragraph 2549 of the Book of Discipline as the appropriate and authorized method for disaffiliation and property transfer.
5. Conference officials provided instructions regarding the ¶2549 process, including submission of necessary documentation and coordination with the Conference trustees.
6. Our church followed the ¶2549 procedure exactly as instructed. At no time did the Conference inform us that ¶2549 was unavailable, improper, or ecclesiastically impermissible for disaffiliation.
7. The Conference reviewed, voted upon, and approved Carr's departure pursuant to ¶2549, and the property was released accordingly.
8. At no point during our interactions did the Conference identify ¶2553 as the exclusive disaffiliation method or suggest that ¶2549 could not be lawfully used for departing congregations.
9. Conference officials affirmatively represented to us that ¶2549 had long been used for church departures and remained the established mechanism for property release.
10. Attached to this Affidavit, as "Exhibit A," is a full and accurate copy the deed wherein the Conference conveyed real property to Carr Memorial Methodist Church wherein the Conference acknowledged our church followed the ¶2549 as the appropriate and authorized method for disaffiliation and property transfer.

I declare under penalty of perjury that the foregoing is true and correct.

Preston Burgess
Affiant

Date: 11/24/25

STATE OF West Virginia,

COUNTY OF Mercer, TO-WIT:

Taken, subscribed and sworn to before me within my County and State aforesaid
and given under my seal this 24th day of November, 2025.

Kristie K. Janutolo
Notary Public



(NOTARIAL SEAL)

Mercer County
Verlin T. Moya, Clerk
Instrument 928499
05/22/2024 @ 03:25:13 PM
DEED
Book 1138 @ Page 40
Pages Recorded 9
Recording Cost \$ 36.00

RETURN TO
Teuchterberger & Barringer, L.C.
P.O. Box 5723
Princeton, WV 26370

THIS QUITCLAIM DEED, Made this 11th day of March, 2024, by and between **THE BOARD OF TRUSTEES OF THE WEST VIRGINIA ANNUAL CONFERENCE OF THE UNITED METHODIST CHURCH** and as **NANCY CHESHIRE, YVONNE W. HARRIS, RICHARD SHAFFER, RICHARD E. FORD, JR., SHERI KERNIK, THOMAS MATTHEWS, HOLLY BIONDI, ANNETTE CARPER, KEN KRIMMEL, RANDALL F. FLANAGAN, CYNTHIA EAKLE and FRANK SHOMO** as members of said Board of Trustees acting by Randall F. Flanagan, President of said Board and Richard Shaffer, Vice President of said Board and their Attorneys-in-Fact by virtue of the certain Power of Attorney dated July 1, 2023, and of record in the Office of the Clerk of the County Commission of Mercer County, West Virginia, in Power of Attorney Book 1131, at Page 356, parties of the first part, and, **CARR MEMORIAL METHODIST CHURCH**, parties of the second part; and

WHEREAS, in 1939 the Methodist Episcopal Church and the Methodist Episcopal Church South merged with the Methodist Protestant Church to form the Methodist Church, and in 1946 the Evangelical Church merged with the United Brethren Church to form the Evangelical United Brethren Church, and in 1968 the Methodist Church merged with the Evangelical United Brethren Church to form the United Methodist Church; and

WHEREAS, **CARR MEMORIAL UNITED METHODIST CHURCH** was declared closed effective January 5, 2024 by resolution of a majority of the District Superintendents of the West Virginia Annual Conference of the United Methodist Church, with consent of the Presiding Bishop of the Conference and the District Board of Church Location and Building and the parties of the first part herein have been directed to sell their interest in the following property pursuant to Section 2549 of the Book of Discipline of the United Methodist Church (2016 Ed.). As evidenced by the Bishop's Certificate of Compliance with Section 2515 of said Discipline, attached hereto as Exhibit A of this Deed; and

WHEREAS, pursuant to the provisions of the West Virginia Code, the parties of the first part have caused to be published in **THE BLUEFIELD DAILY TELEGRAPH**, a newspaper of general circulation published in Mercer County, West Virginia, once a week for two successive weeks beginning February 28, 2024 and ending with the issue of March 6, 2024, a Notice describing the real estate hereby conveyed and stating the same would be conveyed on or after

March 6, 2024, an affidavit regarding said publication being attached hereto and by reference made a part hereof.

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the sum of Fifty-Five Thousand Dollars (\$55,000.00), the receipt and sufficiency of which are hereby acknowledged, the parties of the first part do hereby **QUITCLAIM, SELL AND CONVEY** unto the parties of the second part, those certain lots or parcels of land, situate in Beaver Pond District, Mercer County, West Virginia, and bounded and described as follows, to-wit:

PARCEL ONE

ALL that certain tract or parcel of land lying in Beaver Pond District, Mercer County, West Virginia, known as Lot No. 5 of the Mercer Home Building Company's Sub-Division of Lot No. 1, Block "B", of the Carlend Development Company as shown by a map thereof, attached to and made a part of a certain deed dated December 7th, 1922, executed by the said Mercer Home Building Company to Carrie Dell White, and recorded in the Office of the Clerk of the County Court of Mercer County, West Virginia, in Deed Book No. 149, at page 32, to which deed and map reference is here made for a further description of said lot hereby conveyed. The said lot hereby conveyed, being further described as follows, to-wit:

BEGINNING at a point in the north line of the Bluefield Princeton Highway at the southwest corner of Lot No. 4. of said Mercer Home Building Company subdivision of said Lot 1, Block "B"; thence N. 25° 40' W. 507.6 feet to an alley; thence with the south line of said alley 66° 17' W. 97.6 feet to the point of intersection of said alley with a thirty foot Street or road; thence along said street or road S. 11° 57' W. 4.1 feet to stake; thence leaving said street or road S. 25° 40' E. 507.2 feet to a stake in the north line of said Bluefield-Princeton Highway; thence with the north line of said Highway in an eastwardly direction 100 feet to the point of beginning, said lot hereby conveyed fronting 100 feet on the said Bluefield-Princeton Highway and running back therefrom to said alley.

And being the same property conveyed from Mary Green Bowling to Trustees of the Methodist Episcopal Church, South, by Deed dated May 25, 1938 and recorded in the Office of the Clerk of the County Commission of Mercer County, West Virginia in Deed Book 238, at Page 222, reference to which is hereby made.

PARCEL TWO

ALL that certain lot or parcel of real estate situate in Beaver Pond District, Mercer County, West Virginia, being the Southern Part of Lot 6 of the Mercer Home Building Subdivision of Lot 1, Block B, of the Carland Development Company, as shown on Map of record in the Office of the Clerk of the County Court of Mercer County, West Virginia, in Deed Book 149, page 32, and which is more particularly bounded and described as follows:

BEGINNING at the point of intersection of the easterly line of a 30 feet wide old county road with the northerly line of the Old Bluefield-Princeton Road; thence with said old county road line N. 22° 15' W. 202.96 feet to a point; thence across Lot 6, N. 64° 20' E. 96.2 feet, more or less, to the westerly line of Lot 5; thence with Lot 5, S. 25° 40' E. 202.60 feet to the Old Bluefield-Princeton Road; thence with the Old Bluefield-Princeton Road, S. 64° 20' W. 108.3 feet to the point of BEGINNING.

And being the same property conveyed from M. J. DILLON et ux to Trustees of the Carr Memorial Methodist Church by Deed dated July 25, 1967 and recorded in the aforesaid Clerks Office in Deed Book 436, at Page 194, reference to which is hereby made.

PARCEL THREE

ALL of that certain tract or parcel of real estate designated as Parcel 'B' on "PLAT SHOWING PARCEL'S OF LAND DENOTED AS 'A'-'B'-'C' LYING ON THE WATERS OF BRUSH CREEK OF BLUESTONE RIVER BRAVER POND DISTRICT MERCER COUNTY SITUATE JUST NORTHEAST OF THE COUNTY OF GLENWOOD WEST VIRGINIA SCALE 1" = 60' OCTOBER 23, 2001", said plat intended to be recorded forthwith in said Clerk's Office with a deed from the parties of the first part to Bessie Dillon, and more fully bounded and described as follows:

BEGINNING at a 2 inch iron pipe found in at the southwest corner of Patsy Cundiff at the northwest corner of Margaret Cotten and in the northeastern line of Roy Harman; thence with the southwestern line of said Cotten and a common line to said Harman, S. 25° 40' 00" E. 89.40 feet to a 1/2 inch rebar set in the southwestern line of said Cotten and at the northeastern corner of the Methodist Church; thence with the northwestern line of said Methodist Church and a common line to said Harman, S. 66° 29' 00" W. 100.07 feet to a 1/2 inch rebar set at the northwest corner of said Methodist Church and a common corner to said Harman and in the northeastern line of Bessie Dillon; thence with the northeastern line of said Dillon and a common line to said Harman and passing through a 1/2 inch rebar set at 37.42 feet at the northeast corner of said Dillon and a common corner o said Harman, then continuing on said line and through the

lands of said Harman 67.58 feet for a total bearing and distance of N. 25° 40' 00" E. 105.00 feet to a 1/2 inch rebar set in the lands of said Harman; thence continuing through the lands of said Harman, N. 75° 17' 10" W. 101.86 feet to the point of BEGINNING, and containing 0.22 acres, more or less.

And being the same property conveyed from Roy W. Harman etux to Trustees of Daniel Hoge Carr Memorial United Methodist Church by Deed dated November 26, 2001 and recorded in the aforesaid Clerks Office in Deed Book 838, at Page 608, reference to which is hereby made.

This conveyance of the aforesaid property is further subject to all restrictions, conditions, covenants, agreements, provisions, limitations, rights of way, easements, leases, reservations, or exceptions contained or referred to in the aforesaid deeds and all prior recorded deeds for said lots or conveyed or reserved by all prior owners in the chain of title. **DECLARATION OF CONSIDERATION OR VALUE:** The Grantors hereby declare that this conveyance is not subject to the excise tax on privilege of transferring property because it is from the board of Trustees of a voluntary charitable and religious organization.

IN WITNESS WHEREOF, the Board of Trustees of the West Virginia Annual Conference of The United Methodist Church has caused its names to be signed hereunto by Randall F. Flanagan, its President and Richard Shaffer, its Vice President, and all of the members of the Board of Trustees of the West Virginia Annual Conference of the United Methodist Church have caused their names to be signed hereto by Randall F. Flanagan and Richard Shaffer, individually as members of said Board of Trustees and as their Attorneys-in-Fact, thereunto duly authorized.

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THE BOARD OF TRUSTEES OF THE
WEST VIRGINIA ANNUAL CONFERENCE
OF THE UNITED METHODIST CHURCH

By


RANDALL F. FLANAGAN
Its President

and


RANDALL F. FLANAGAN, individually as a
Member of said Board of Trustees and as Attorney-in-
Fact for NANCY CHESHIRE, YVONNE W.
HARRIS, RICHARD SHAFFER, RICHARD E.
FORD, JR., SHERI KERNIK, THOMAS
MATTHEWS, HOLLY BIONDI, ANNETTE
CARPER, KEN KRIMMEL, CYNTHIA EAKLE
and FRANK SHOMO

STATE OF WEST VIRGINIA,

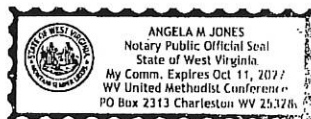
COUNTY OF Kanawha, to-wit:

I, Angela Jones, a Notary Public in and for said County and State, do
certify that **RANDALL F. FLANAGAN**, who signed the writing above bearing date the 1st day
of March, 2024, as President of said Board of Trustees of the West Virginia Annual Conference
of The United Methodist Church and individually as a member of said Board of Trustees and as
Attorney-in-Fact for **NANCY CHESHIRE, YVONNE W. HARRIS, RICHARD SHAFFER,**
RICHARD E. FORD, JR., SHERI KERNIK, THOMAS MATTHEWS, HOLLY BIONDI,
ANNETTE CARPER, KEN KRIMMEL, CYNTHIA EAKLE, FRANK SHOMO, has this
day in my said County, before me, acknowledged the said writing to be the act and deed of said
Board of Trustees.

Given under my hand this 18th day of March, 2024.

My Commission Expires: 10/11/2027

{NOTARY STAMP}




Notary Public

THE BOARD OF TRUSTEES OF THE
WEST VIRGINIA ANNUAL CONFERENCE
OF THE UNITED METHODIST CHURCH

By



RICHARD SHAFFER

Its Vice President

and



RICHARD SHAFFER, individually as a Member of
said Board of Trustees and as Attorney-in Fact for
NANCY CHESHIRE, YVONNE W. HARRIS,
RICHARD E. FORD, JR., SHERI KERNIK,
THOMAS MATTHEWS, HOLLY BIONDI,
ANNETTE CARPER, KEN KRIMMEL,
RANDALL F. FLANAGAN, CYNTHIA EAKLE
and **FRANK SHOMO**

STATE OF WEST VIRGINIA,

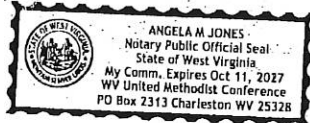
COUNTY OF Kanawha, to-wit:

I, Angela Jones, a Notary Public in and for said County and State, do
certify that **RICHARD SHAFFER**, who signed the writing above bearing date the 11th day of
March, 2024, as Vice President of said Board of Trustees of the West Virginia Annual Conference
of The United Methodist Church and individually as a member of said Board of Trustees and as
Attorney-in-Fact for **NANCY CHESHIRE, YVONNE W. HARRIS, RICHARD E. FORD,**
JR., SHERI KERNIK, THOMAS MATTHEWS, HOLLY BIONDI, ANNETTE CARPER,
KEN KRIMMEL, RANDALL F. FLANAGAN, CYNTHIA EAKLE, FRANK SHOMO has
this day in my said County, before me, acknowledged the said writing to be the act and deed of
said Board of Trustees.

Given under my hand this 14th day of March, 2024.

My Commission Expires: 10/11/2027

{NOTARY STAMP}



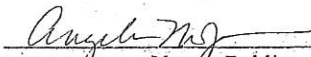
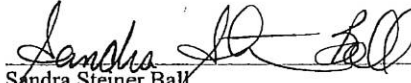

Notary Public

EXHIBIT A

**Bishop's Certificate of Compliance
With Section 2515 of the Book of Discipline**

The undersigned, as the Resident and Presiding Bishop of the West Virginia Annual Conference of the United Methodist Church, pursuant to Section 2515 of the Book of Discipline of the United Methodist Church (2016 Ed.), hereby certifies that she, along with a majority of the district superintendents, has consented to this conveyance, and that it fully complies with said section of the Discipline.


Sandra Steiner Ball
Resident and Presiding Bishop
West Virginia Annual Conference of the
United Methodist Church

This instrument prepared by:

Robert N. File, Esquire
FILE PAYNE SCHERER & FILE PLLC
130 Main Street - Suite 201
Beckley, West Virginia 25801
(304) 253 - 3358

BLUEFIELD DAILY TELEGRAPH

PO Box 1599, Bluefield, WV 24701
Phone: 304-327-2801 Toll Free: 800-763-2459 • Fax: 304-327-0433
www.bdtonline.com

Affidavit of Publication

STATE OF WEST VIRGINIA COUNTY OF MERCER,

I, Christina Lantz, of the Bluefield Daily Telegraph, a daily newspaper published in the City of Bluefield, Mercer, West Virginia, do certify that the notice attached hereto under the caption;

was published in the said Bluefield Daily Telegraph 2 time(s) on the following day(s), namely 02/28/24; 03/06/24

Publication Fee: \$301.19

Signed: Christina Lantz

Subscribed and sworn to before me this day
03/06/2024

My commission expires: March 14, 2028

Notary Public: Jeremy Basham



AD# 776184
N

NOTICE OF PROPOSED CONVEYANCE OF UNITED METHODIST CHURCH PROPERTY (Carr Memorial United Methodist Church)

Notice is hereby given that the Board of Trustees of the West Virginia Annual Conference of the United Methodist Church will, on or after March 6, 2024 QUITCLAIM, GRANT AND CONVEY to Trustees of Carr Memorial Methodist Church those certain lots or parcels of land, situate in Beaver Pond District, Mercer County, West Virginia, and bounded and described as follows, to-wit:

PARCEL ONE

ALL that certain tract or parcel of land lying in Beaver Pond District, Mercer County, West Virginia, known as Lot No. 5 of the Mercer Home Building Company's Sub-Division of Lot No. 1, Block "B", of the Carland Development Company as shown by a map thereof, attached to and made a part of a certain deed dated December 7th, 1922, executed by the said Mercer Home Building Company to Carrie Dell White, and recorded in the Office of the Clerk of the County Court of Mercer County, West Virginia, in Deed Book No. 149, at page 32, to which deed and map reference is here made for a further description of said lot hereby conveyed. The said lot hereby conveyed, being further described as follows, to-wit:

BEGINNING at a point in the north line of the Bluefield-Princeton Highway at the southwest corner of Lot No. 4, of said Mercer Home Building Company subdivision of said Lot 1, Block "B"; thence N. 25° 40' W. 507.6 feet to an alley; thence with the south line of said alley 66° 17' W. 97.6 feet to the point of intersection of said alley with a thirty foot street or road; thence along said street or road S. 11° 57' W. 4.1 feet to stake; thence leaving said street or road S. 25° 40' E. 507.2 feet to a stake in the north line of said Bluefield-Princeton Highway; thence with the north line of said Highway in an easterly direction 100 feet to the point of beginning, said lot hereby conveyed fronting 100 feet on the said Bluefield-Princeton Highway and running back therefrom to said alley.

And being the same property conveyed from Mary Green Bowling to Trustees of the Methodist Episcopal Church, South, by Deed dated May 25, 1938 and recorded in the Office of the Clerk of the County Commission of Mercer County, West Virginia in Deed Book 238, at Page 222, reference to which is hereby made.

PARCEL TWO

ALL that certain lot or parcel of real estate situate in Beaver Pond District, Mercer County, West Virginia, being the Southern Part of Lot 6 of the Mercer Home Building Subdivision of Lot 1, Block B, of the Carland Development Company, as shown on Map of record in the Office of the Clerk of the County Court of Mercer County, West Virginia, in Deed Book: 149, page 32, and which is more particularly bounded and described as follows:

BEGINNING at the point of intersection of the easterly line of a 30 feet wide old county road with the northerly line of the Old Bluefield-Princeton Road; thence with said old county road line N. 22° 15' W. 202.96 feet to a point; thence across Lot 6, N. 64° 20' E. 98.2 feet, more or less, to the westerly line of Lot 5; thence with Lot 5, S. 25° 40' E. 202.60 feet to the Old Bluefield-Princeton Road; thence with the Old Bluefield-Princeton Road, S. 64° 20' W. 108.3 feet to the point of BEGINNING.

And being the same property conveyed from M. J. DILLON et ux to Trustees of the Carr Memorial Methodist Church by Deed dated July 25, 1967 and recorded in the aforesaid Clerks Office in Deed Book 436, at Page 194, reference to which is hereby made.

PARCEL THREE

ALL of that certain tract or parcel of real estate designated as Parcel 'B' on "PLAT SHOWING PARCELS OF LAND DENOTED AS "A"-B"-C" LYING ON THE WATERS OF BRUSH CREEK OF BLUESTONE RIVER BRAVER POND DISTRICT MERCER COUNTY SITUATE JUST NORTHEAST OF THE COUNTY OF GLENWOOD WEST VIRGINIA SCALE 1" = 60' OCTOBER 23, 2001", said plat intended to be recorded forthwith in said Clerk's Office with a deed from the parties of the first part to Bessie Dillon, and more fully bounded and described as follows:

BEGINNING at a 2 inch iron pipe found in at the southwest corner of Patsy Cundiff at the northwest corner of Margaret Cotton and in the northeastern line of Roy Harman; thence with the southwestern line of said Cotton and a common line to said Harman, S. 25° 40' 00" E. 89.40 feet to a 1/2 inch rebar set in the southwestern line of said Cotton and at the northeastern corner of the Methodist Church; thence with the northwestern line of said Methodist Church and a common line to said Harman, S. 66° 29' 00" W. 100.07 feet to a 1/2 inch rebar set at the northwest corner of said Methodist Church and a common corner to said Harman and in the northeastern line of Bessie Dillon; thence with the northeastern line of said Dillon and a common line to said Harman and passing through a 1/2 inch rebar set at 37.42 feet at the northeast corner of said Dillon and a common corner to said Harman; then continuing on said line and through the lands of said Harman 67.58 feet for a total bearing and distance of N. 25° 40' 00" E. 105.00 feet to a 1/2 inch rebar set in the lands of said Harman; thence continuing through the lands of said Harman, N. 75° 17' 10" W. 101.86 feet to the point of BEGINNING, and containing 0.22 acres, more or less.

And being the same property conveyed from Roy W. Harman et ux to Trustees of Daniel Hoge Carr Memorial United Methodist Church by Deed dated November 26, 2001 and recorded in the aforesaid Clerks Office in Deed Book 838, at Page 608, reference to which is

AD# 776184

hereby made.

SAID Carr Memorial United Methodist Church was declared closed effective January 5, 2024 by a vote of a majority of the District Superintendents of the West Virginia Annual Conference of the United Methodist Church.

Dated the 20th day of February, 2024.

BOARD OF TRUSTEES OF
THE WEST VIRGINIA ANNUAL
CONFERENCE OF THE UNITED
METHODIST CHURCH

By: Robert N. File, Chancellor
130 Main Street
Beckley, West Virginia 25801
(304) 253-3358