

# **THE PRESBYTERY OF WESTERN NORTH CAROLINA STATED CLERK'S REPORT**

**D. Cameron (Cam) Murchison, Stated Clerk  
October 25, 2016**

The Stated Clerk presents the following:

## **RECOMMENDATIONS:**

- |     |    |  |
|-----|----|--|
| CA  | 1. | <b>THAT Barbara McLean, Cam Murchison and Robbin Buchanan be requested to prepare the minutes of this Presbytery meeting for approval at the January 28, 2017 Presbytery meeting.</b>  |
| CA. | 2. | <b>THAT the minutes of the July 26, 2016 Stated Meeting of Presbytery be approved as submitted.</b> <i>(The full set of these minutes, including appendices, is available for review at the Stated Clerk's table.)</i>   |
| CA  | 3. | <b>THAT the October 25, 2016 report of the Administrative Commission for the New Vision, Conover New Church Development be received and entered into the permanent record of the Presbytery. (Stated Clerk Attachment 1)</b>   |
| CA  | 4. | <b>THAT the October 25, 2016 report of the Administrative Commission for the First Presbyterian Church, Hendersonville be received and entered into the permanent record of the Presbytery. (Stated Clerk Attachment 2)</b>  |
| CA  | 5. | <b>THAT the October 25, 2016 report of the Board for the UKirk at WCU Cullowhee Campus Ministry be received and entered into the permanent record of the Presbytery. (Stated Clerk Attachment 3)</b>   |
|     | 6. | <b>THAT the October 25, 2016 report of the Administrative Commission for Walnut Grove Presbyterian Church be received and entered into the permanent record of the Presbytery and that the actions be considered during the docketed time at this meeting. (Stated Clerk Attachment 4/BA1-BA 21)</b> |
| CA  | 7. | <b>THAT the October 25, 2016 report of the Administrative Commission for the First Presbyterian Church, Lenoir be received and entered into the permanent record of the Presbytery. (Stated Clerk Attachment 5)</b>  |
| CA  | 8. | <b>THAT the October 25, 2016 report of the Administrative Commission for the First Presbyterian Church, Kings Mountain be received and entered into permanent record of the Presbytery. (Stated Clerk Attachment 6)</b>  |
| CA  | 9. | <b>THAT the minutes of the installation of the following be placed into the record of Presbytery:</b>  |

**Patrick Johnson  
Tempe Lee Fussell**

- |           |  |
|-----------|--|
| <b>CA</b> | <p><b>10. THAT the minutes of the ordination of the following be placed into the record of the Presbytery:</b></p> <p style="text-align: center;"><b>Jason Wayne Myers</b><br/><b>David James Stickler</b></p>   |
| <b>CA</b> | <p><b>11. THAT the Committee on Nominating/Representation, having completed their annual report for the year ending December 31, 2015 and submitted it to the Synod of the Mid-Atlantic, requests that it become a part of the permanent record of the Presbytery of Western North Carolina. (Stated Clerk Attachment 7)</b></p> |
| <b>CA</b> | <p><b>12. THAT the Administrative Commission for the Paint Gap Presbyterian Church having completed their work, be dissolved, effective Tuesday, October 25, 2016, with the thanks of the Presbytery for its good work.</b></p>  |

**FOR INFORMATION:**

- 13. THAT pursuant to the order of the GAPJC in the appeal from former members of First Presbyterian Church of Hendersonville, NC, the Stated Clerk hereby reports the decision of the GAPJC in affirming the previous decision of the Synod of the Mid-Atlantic Permanent Judicial Commission and dismissing the case. The full Decision of the GAPJC is included to be entered into the minutes of this meeting. (Stated Clerk Attachment 8)**
- 14. THAT Administrative Commission reports were not received from the following commissions for this meeting:**  
       **Administrative Commission for First Presbyterian Church, Swannanoa**  
       **Administrative Commission for Westminster Presbyterian Church**
- 15. THAT the 111th Stated Meeting of the Presbytery of Western North Carolina will be held on Saturday, January 28, 2017, at the First Presbyterian Church, Lincolnton, North Carolina.**
- 16. THAT the following dates have been set for 2017 and 2018 Presbytery Meetings:**
- 2017**
- Saturday, January 28, 2017 ~ First Presbyterian Church, Lincolnton  
 Tuesday, April 25, 2017 ~ Montreat Conference Center  
 Tuesday, July 25, 2017 ~ Seeking Invitation  
 Saturday, October 28, 2017 ~ Seeking Invitation
- 2018**
- Saturday, January 27, 2018 – Seeking Invitation  
 Tuesday, April 24, 2018 – Montreat Conference Center  
 Tuesday, July 24, 2018 – Seeking Invitation  
 Saturday, October 27, 2018 – First Presbyterian Church, Hickory

**The Presbytery will welcome invitations from churches or institutions willing to host Presbytery meetings in 2017 and 2018.**

17. **THAT the following Session Records for 2015 were submitted and approved on Saturday, October 1, 2016 at a Session Records Review, held at the First Presbyterian Church, Bessemer City.**

Bessemer City, First	Black Mountain	Bryson City
Cherryville, First	Dallas, First	Dixon
Duncan's Creek	Gastonia, First	Green Street
Highlands, First	Lenoir, First	Lincolnton, First
Long Creek	Love's Chapel	Lowell
Morrison	Sherrill's Ford	Sweetwater
Third Street	Union	

18. **THAT the following Session Records for 2015 have not been reviewed and are delinquent in meeting the requirements of the 2015-2017 Book of Order. For churches desiring to meet the requirements of the Book of Order and be in compliance, please contact Stated Clerk, Cam Murchison for further instructions.**

Belmont, First	Brittains Cove	Buladean
Calvary	Canton	Ellenboro
Forest City, First	Glen Alpine	Good Hope
Green Mountain	Ironton	Jack's Creek
Kings Mountain, First	Korean Presbyterian Church	Mills River
New Hope, Asheville	Oak Forest	Oakwood
Old Fort	Pine Street	Ridgeview
Ryburn Memorial	Shiloh, Grover	Spindale
Walnut	Warren Wilson	West Avenue

19. **THAT the next date for Sacred Trust-Relational Boundaries Training for 2016 will be:**

November 12, 2016 UKirk at Western Carolina University, Cullowhee

**If you are in question as to whether you should attend this meeting or the next time you should attend, please contact the presbytery office.**

**For Pastors and Elders of the Presbytery:** According to our presbytery's policy, clergy and elders involved in leadership are required to take sexual misconduct training once every four years.

**For leaders of local congregations:** The workshop is open for all local leaders who want to educate themselves about healthy boundaries.

**Who should attend:** all persons designated below are required to have an approved three-hour workshop of sexual misconduct sponsored by the WNC Presbytery or equivalent training approved by the Sexual Misconduct Prevention Team.

All Presbytery professionals and Presbytery volunteers are required to have the three-hour training every four years with the following exceptions:

1. Exempted from training are fully retired Presbytery professionals who have availed themselves of this option, with its associated limitations of not serving on Presbytery Committees, preaching in local churches, leading workshops or retreats, or exercising other pastoral functions such as celebrating the sacraments,

or conducting weddings and/or funerals unless a “Single Event” exception has been made to Presbytery.

2. Members on the following committees, their sub-committees, and Task Forces are **ineligible for exemption** during the term of their membership:
 

General Council	Youth
Committee on Ministry	Christian Education
Examinations	Joint Outdoor Ministry
Small Membership Church	Campus Mission
Permanent Judicial Commission	
  3. Members of all other existing committees are exempt, though changes to committee structures may require review of eligibility.
  4. **Interims** who are working within the bounds of the Presbytery who receive comparable hours of training in their judicatory, at least as frequently as required in our Presbytery, may be exempt.
20. **THAT the following dates have been established for Clerk of Session Training and Reviewing Church Records:**
- |                              |   |
|------------------------------|---|
| Saturday, April 29, 2017     | First Presbyterian Church, Morganton        |
| Saturday, June 10, 2017      | Trinity Presbyterian Church, Hendersonville |
| Saturday, August 19, 2017    | Crossnore Presbyterian Church               |
| Saturday, September 30, 2017 | First Presbyterian Church, Bessemer City    |
21. **THAT copies of the Proposed Amendments to the Constitution of the Presbyterian Church (USA), approved by the 222nd General Assembly, will be distributed at the registration table at the October Presbytery Meeting and can also be downloaded from the PCUSA website:**  
<http://www.pcusa.org/resource/ga222-proposed-amendments-constitution/>
22. **THAT copies of the Proposed Amendments to the Constitution of the Presbyterian Church (USA), approved by the 222nd General Assembly, have been referred to the following committees for a recommendation at the Presbytery meeting in January and/or April.**

#### **LIST OF PROPOSED AMENDMENTS**

- 16.A. Child and Youth Protection Policy—On Amending G-3.0106 - **Sacred Boundaries**
- 16.B. Parity in Committees—On Amending G-3.0109 – **General Council**
- 16-C. Ordered Ministry Titles – **Committee on Ministry**
- 16-C.1.—On Amending F-3.0202
- 16-C.2.—On Amending G-2.0102
- 16-C.3.—On Amending G-2.0301
- 16-C.4.—On Amending G-2.05 and G-2.0501
- 16-C.5.—On Amending G-2.0701
- 16-C.6.—On Amending G-3.0307
- 16-C.7.—On Amending Titles in Directory for Worship and Rules of Discipline
- 16-C.8.—On Amending W-4.4001a.

16-D. Relationship to the PC(USA) of a Person Who Has Renounced Jurisdiction of the Church - **Committee on Ministry**

16-D.1.—On Amending G-2.0509

16-D.2.—On Amending D-10.0401

16-E. Certified Service Requirements—On Amending G-2.1101 – **Validated Ministry**

16-F. The Ministry of Members—On Amending G-1.0304 – **Committee on Ministry**

16-G. Access to the Lord's Table—On Amending W-2.4011a. and b. – **General Council**

16-H. Revised Directory for Worship—On Replacing the Directory for Worship - **General Council**

# **STATED CLERK ATTACHMENT 1**

## **Report from the New Vision Administrative Commission**

### **October 2016**

New Vision Church in Conover, NC continues to move forward seeking God's will for their ministry and outreach. The congregation remains steady and true to its ministry of reaching out to the unchurched and 'dechurched'. There have been various celebrations and more upcoming. We have also had to say goodbye to old friends and welcome new ones. Throughout it all, the Lord has remained steady and true.

On July 31, the church celebrated the installation of Mark Osborne as the CLP for New Vision. This was a long process in coming, but the congregation never lost faith in the process. Mark has continued to provide the message on Sundays and lead during the mid-week service. He has performed one baptism, led communion, and is planning to officiate at an upcoming wedding. A homecoming Sunday was held in September with some former members coming back to visit. A revival is planned for October 23 – 26 with the community being invited. Attendance continues to remain steady with new visitors coming on a regular basis. The congregation welcomed 3 new members earlier this month.

VBS was a big success with youth from the community coming to participate as well. The church also hosted a delegation of pastors from Taiwan and Guatemala in August. Mission and outreach continue to be a strong component of the ministry of New Vision. We continue to look for new ways to communicate with our sister church in Guatemala. We also continue to support our missionaries, The VanBrocklins, in their ministry overseas. In addition, work also continues with the backpack program for feeding under-privileged children as well as the local soup kitchen and Cooperative Christian ministry. One of our members, Krystal Singleton, has started classes with the Presbytery's School for the Laity. She is excited about this opportunity and what the future may hold.

The church experienced some major damage in August with some flooding caused by a faulty AC unit. Damage to a couple of storage/work rooms was substantial, but through insurance coverage and donation of labor, there was no major financial impact. The AC unit was repaired and rooms put back together with no loss of time for church activities.

Sadly, the Steering team had to say good bye to Anita Bernhardt with her move out of state. However, we are excited to welcome Joanne Glaser, pastor at Sweetwater Presbyterian, as a new member to the team. The two congregations shared in an ice cream social in August and are discussing other ways to share in fellowship. The church is also preparing for the annual pumpkin sale which raises monies for the youth and other scholarships.

Financial issues continue to be of concern, but there has been an increase in giving as the congregation sees that stability for leadership is now in place. The church also installed a new deacon to fill the open slot left by the passing of Ronnie Sigmon earlier in the year. The support from the Presbytery continues to be greatly appreciated. Illness also continues to impact a number of members in various ways. Throughout all the challenges, the church continues to remain steady in its commitment to minister to each other and the community.

Respectfully Submitted,

Greg Smith  
Chair, Administrative Commission  
New Vision Church  
Conover, NC

# **STATED CLERK ATTACHMENT 2**

## **Report of Administrative Commission**

### **The First Presbyterian Church of Hendersonville**

#### **October 2016**

On Friday, October 7, 2016, the General Assembly Permanent Judicial Commission (GAPJC) heard the appeal of the Synod Permanent Judicial Commission's dismissal of the remedial complaint entitled "Complaint for Delinquency and Irregularity." This complaint was brought by those wishing to be dismissed to the Evangelical Presbyterian Church.

The GAPJC was making judgment on whether:

- a. the council has jurisdiction;
- b. the complainant has standing to file the case;
- c. the complaint was timely filed; and
- d. the complaint states a claim upon which relief can be granted.

The Book of Order requires that if the GAPJC determines any of these points has been answered in the negative, the case is dismissed. Accordingly, the GAPJC dismissed the complaint on the basis that the third question (c. the complaint was timely filed) was answered in the negative.

Negotiations have continued as the remedial complaint has gone through the church courts. Significant progress has been made, however a number of issues still require more work.

The Administrative Commission continues to ask for the prayers of Presbytery that a way may be found to reach an agreement that enables both congregations to undertake the ministries to which they believe God is calling them.

Respectfully submitted,

Bob Forsythe  
Chair

# STATED CLERK ATTACHMENT 3



## UKirk at WCU

PC(USA) Campus Ministry at Western Carolina University  
Rev. Karol Farris, Campus Minister  
594 Centennial Drive, Cullowhee, NC 28723  
828-508-2354 • ukirkwcu@gmail.com • www.ukirkwcu.org

## UKirk at WCU Campus Ministry Report

**October 4, 2016**

*The mission of UKirk at WCU is to facilitate a welcoming and supportive community where students can engage in Christian worship, fellowship, and service, and explore questions of faith, vocation, and social justice. The vision for UKirk at WCU is to provide a safe and inviting Christian sanctuary amidst the stresses of college life.*

As I interact with a wide variety of students on campus, I continue to work toward the kind of inviting community that, in God's timing, we can become. We have three student leaders who recently began serving as UKirk interns. They each have a different area of focus but all work together in envisioning and planning ministry events. In addition to hosting regular Sunday evening gatherings (including some Taizé worship opportunities), we are planning a variety of other events this semester, such as Bible study, bowling, hiking, and volunteering. In addition, our non-profit outreach Hillside Grind Coffeehouse is open for the second year and has welcomed back new and familiar faces to enjoy our delicious beverages and inviting atmosphere.

At this time, we are looking to local congregations to step up and support this young ministry. We thank the following congregations for their generous financial contributions in 2016: Sylva, Franklin, Morrison, and Highlands. As our Presbytery's only stand-alone campus ministry, we need you, the leaders of our local congregations, to provide support for this unique outreach of the Church to college students in Western North Carolina. As always, if you know the names of any students at WCU, please let me know so that I may reach out to them specifically. We ask that you be in prayer about how you and your congregation can envision partnering with UKirk Campus Ministry in meaningful and life-giving ways.

In Christ,

A handwritten signature in cursive script that reads "Rev. Karol Farris".

Rev. Karol Farris



# **STATED CLERK ATTACHMENT 4/ BA1**

## **Report of the Administrative Commission of Walnut Grove Presbyterian Church to PWNC October 2016**

Following a congregational meeting at which the congregation approved the Property Settlement Agreement negotiated between the Administrative Commission and the Session, the Second Congregational Hearing was convened at approximately 12:15 p.m. on October 9, 2016.

At that hearing, the congregation of Walnut Grove Presbyterian Church considered the question of requesting dismissal to ECO. After opportunity for members to be heard on the matter, ballots were distributed that gave two choices: “Yes, (Request dismissal)” and “No, (Do not request dismissal).” The membership of the congregation includes 52 members. 39 members were present and voting, representing 75% of the membership. All 39 ballots chose “Yes, (Request dismissal).”

Per the settlement agreement, the Presbytery at its October 25, 2016, meeting will be asked to take two separate votes. First it will vote on the property settlement agreement attached to this report. Thereafter it will vote on the request for dismissal itself. Per the Dismissal Guidelines and the property settlement agreement, the Presbytery will:

1. Receive an explanation of the legal agreement, which can be debated but not amended, from both members of the AC and representatives of the Congregation.
2. Hear from representatives of the Congregation in favor of its dismissal.
3. Hear from representatives of those wishing to remain in the PCUSA.
4. Hear from members of the AC, which shall recommend a decision to Presbytery.
5. Be informed of any financial contributions from this Congregation to the Presbytery, Synod or General Assembly, and to this Congregation by the Presbytery, Synod or General Assembly within at least the last ten years.
6. Be informed what provisions will be made for those members who wish to remain in the PCUSA and for any Teaching Elders, Christian Educators or Commissioned Lay Pastors associated with the Congregation.
7. Be informed how the Congregation’s dismissal would affect the mission and ministry of the Church in this Presbytery. Votes to be taken are to be by written ballot, as per our guidelines.

The guidelines also require a two thirds majority for approval of the agreement and for the subsequent vote on the question “Shall the Presbytery of WNC dismiss the Walnut Grove Presbyterian Church, PC(USA) congregation to the Reformed body known as A Covenant Order of Evangelical Presbyterians (ECO) with the terms in the property settlement agreement?”

Presuming an affirmative two-thirds vote by the Presbytery, PWNC will allow 30 days for any members of the congregation who might wish to do so to indicate in writing their desire to be either deleted from all rolls or held on the roll of Presbytery pending a request that they be transferred to another PCUSA congregation or other congregation of their choice. Members who have not made either indication will be certified as transferred as part of Walnut Grove Church to ECO.

# **STATED CLERK ATTACHMENT 4/ BA2**

The Administrative Commission is grateful for the spirit of good will that has been shown to PWNC by the Session and members of Walnut Grove Presbyterian Church. Though they have come to a decision that we wish were different, we are grateful that the property settlement agreement allows a continued sense of common mission and ministry between us. Thus the Commission wants to assure any departing members of this congregation of its continuing prayers for them and its willingness to welcome them back, at any time, to that part of God's family known as the Presbyterian Church (USA)."

Roger Wise  
Chair of Administrative Commission

# STATED CLERK ATTACHMENT 4/ BA3

STATE OF NORTH CAROLINA  
COUNTY OF AVERY

## PROPERTY SETTLEMENT AGREEMENT

THIS PROPERTY SETTLEMENT AGREEMENT, hereinafter sometimes referred to as the "Agreement", made and entered into this the \_\_\_\_ day of October, 2016, by and between the ADMINISTRATIVE COMMISSION FOR WALNUT GROVE PRESBYTERIAN CHURCH (U.S.A.), hereinafter sometimes referred to as the "AC", and WALNUT GROVE PRESBYTERIAN CHURCH (U.S.A.), hereinafter sometimes referred to as "WGPC".

### WITNESSETH:

WHEREAS, WGPC is a particular church of the Presbyterian Church in the United States of America, herein sometimes referred to as the "PCUSA", and a member church of a presbytery of the PCUSA, namely Presbytery of Western North Carolina, also known as Presbytery of Western North Carolina, Inc., herein sometimes referred to as the "Presbytery", and WGPC is located within the geographical bounds of the Presbytery; and

WHEREAS, all particular churches of the PCUSA are subject to and governed by the Book of Order of the PCUSA (a part of the Constitution of the PCUSA) the latest restatement and currently applicable edition being the 2015 / 2017 edition, and expressly subject to Chapter Four thereof entitled "THE CHURCH AND CIVIL AUTHORITY", a copy of which is attached hereto as Exhibit "A"; and

WHEREAS, pursuant to Section G-4.0203 of said Chapter entitled "Church Property Held in Trust", the property of WGPC, although legally titled in WGPC, is held in trust nevertheless for the use and benefit of the PCUSA, said provision being sometimes referred to as the "trust clause"; and

WHEREAS, all property held by or for WGPC and no matter how titled is nevertheless held in trust for the PCUSA pursuant to (i) Section G-4.0203 of the PCUSA Book of Order, and (ii) by WGPC having taken the exception permitted by G-4.0208 on November 12, 1985, Section 6-3 of the Book of Church Order of the former Presbyterian Church in the United States which was merged into the PCUSA (herein sometimes referred to as the "the trust clause"); and

WHEREAS, the Presbytery has adopted a policy to govern the process by which a request for dismissal may be made by a congregation and considered by the Presbytery entitled "Guidelines for Congregations Considering a Request to Presbytery to be Dismissed", herein sometimes referred to as the "Guidelines"; and

WHEREAS, Section IV, Paragraph D of said Guidelines provides that there shall be a legal agreement binding on WGPC and the Presbytery, addressing all forms of property, and contingent upon the final approval of Presbytery prior to consideration and vote by the Presbytery on a request for dismissal; and

# STATED CLERK ATTACHMENT 4/ BA4

WHEREAS, the congregation will be voting upon the question of whether to request the Presbytery to dismiss WGPC to the ECO: A Covenant Order of Evangelical Presbyterians, a denomination herein sometimes referred to as the “ECO”, so that the dismissed congregation will become an ECO church, such later-to-be-created church being herein sometimes hereinafter referred to as “ECO-WG”; and

WHEREAS, James C. Taylor, as the current Clerk of Session for WGPC, has verified that the Elders currently serving on the Session of WGPC are authorized to act as Trustees of WGPC to effect any transaction authorized by the congregation related to property; and

WHEREAS, James C. Taylor, as the current Clerk of Session for WGPC, has submitted and verified that all of the Elders duly elected and currently serving on the Session of WGPC are as follows: Clerk of Session, James C. Taylor, Joe Yelton, Roderick Hall, Bobby Carpenter, Fred L. Stout, and Kennie McFee; and

WHEREAS, the AC has the power and authority to agree to the terms of this Agreement, and upon the approval of this Agreement and its execution by duly authorized officers of the AC and WGPC, it will fulfill the requirement set forth in the Guidelines for a binding legal agreement negotiated by the AC and representatives of the Congregation, that nevertheless, must be contingent in successive order on each of the following, set forth in greater detail in Section IV, Subsections C, D, and E of the Guidelines and Section 1 hereof: (i) the Congregation must approve the Agreement, (ii) 75% of the Congregation must vote to request dismissal, (iii) the Presbytery must approve the Agreement, (iv) the Presbytery must vote to dismiss, and (v) the requirements of Sections 2, 3, and 4 hereof must be fulfilled; and

WHEREAS, WGPC and the AC, have agreed to the terms of such Agreement concerning all of the property identified by WGPC in which WGPC has an interest, ownership or otherwise, including without limitation, real property, tangible and intangible personal property, the name, gifts, and church records, and such terms of agreement identify the property and property interests that will be transferred by the Presbytery to ECO-WG, and the terms upon which such transfers are to be made, with the delegated consent of the PCUSA, and thereby free of the trust clause, once so transferred.

NOW, THEREFORE, in consideration of the payment, covenants and mutual provisions stated herein, the receipt and adequacy of which the parties expressly acknowledge, the parties contract and agree as follows:

**1. Process for Agreement to Become Binding and Subsequent Contingencies.** The following process sets forth the order in which necessary steps must be accomplished (i) for this Agreement to become a binding legal agreement as required by Section IV, Subsection C, Paragraph 3 of the Guidelines, and (ii) for successive contingencies, set forth in the Guidelines and this Agreement, to be fulfilled. The Agreement must be approved at each step to continue to the next step, but at each step the approved Agreement is contingent upon approval in later steps, and finally contingent upon a Presbytery vote to dismiss.

**A. Making and Signing the Binding Legal Agreement.**

**(1) Session’s Negotiating Team and AC to Make and Sign Agreement.** The Agreement must be made and signed by the WGPC Session’s negotiating team and the AC; provided, however, if the Session has reserved the such final authority unto itself, then the WGPC Session shall make and sign the Agreement for WGPC, satisfying this Paragraph (1) and the following Paragraph (2).

**(2) Session Consideration and Recommendation of Agreement.** If the Session’s negotiating team is authorized to make and sign the Agreement, the signed Agreement may be considered by the Session in order for Session to make a recommendation to the Congregation for its approval.

**B. Subsequent Contingencies to be Satisfied in Succession.**

**(1) Congregation Approval.** Pursuant to Section IV, Subsection C, Paragraph 4 of the Guidelines, the Agreement must be presented to the Congregation for its consideration and vote, and the Agreement must be approved by the Congregation.

# STATED CLERK ATTACHMENT 4/ BA5

(2) **Second Hearing of the Congregation and Vote to Request Presbytery to Dismiss.** Pursuant to Section IV, Subsection D of the Guidelines, Session shall request the Presbytery to call a second hearing of the Congregation, and Presbytery shall call such meeting for the Congregation to vote on the question of whether to request the Presbytery to dismiss the Congregation. A quorum of at least 50% of the members is required before the members are allowed to vote on whether to request a dismissal; and if a quorum is present, seventy-five percent (75%) of the active members present and voting must vote to authorize a request dismissal.

(3) **Presbytery Approval of the Agreement and Vote to Dismiss.** The dismissal process, pursuant to Section IV, Subsection E, shall be accomplished in the following two successive votes at the same Presbytery meeting, consideration of the second vote being dependent upon approval of the Agreement by the first vote:

(a) **Presbytery Approval of the Agreement.** The signed and binding legal Agreement, having been approved by the Congregation, must be presented and recommended by the AC to the Presbytery. The Agreement may be debated, but cannot be amended; and the vote shall be to approve or not approve the Agreement. The Presbytery must approve the Agreement in order to consider and vote upon the requested dismissal.

(b) **Consideration of Request for Dismissal and Vote to Dismiss.** With both the Congregation and the Presbytery having approved the Agreement, the Presbytery will consider the WGPC request for dismissal to the ECO, and the Presbytery will vote on dismissal with one of the following alternative outcomes:

[1] if the Presbytery votes to dismiss, this Agreement is binding on all property matters, according to its terms, or

[2] if the Presbytery votes not to dismiss, this Agreement is unenforceable and of no consequence.

2. **Certification of All Property in Which WGPC Has an Interest.** Because Section IV, Paragraph D of the Guidelines provides that this Agreement must address and resolve all forms of property, WGPC hereby certifies that all of the property in which WGPC has an interest, ownership or otherwise, is identified on Exhibit A entitled "Property in Which WGPC Has an Interest", attached hereto and hereby incorporated by reference as if set forth herein verbatim, all of said identified property being hereinafter sometimes collectively referred to as the "Property".

### 3. Church Records.

A. **Certification as to Church Records.** WGPC hereby certifies that, after having made diligent search and inspection, it is not aware of any WGPC church records that are missing, and this certification shall be a continuing certification until dismissal. WGPC church records (hereinafter sometimes referred to as the "Records") shall be those records defined and governed by the Book of Order, including without limitation, minutes of session, deacon, and congregational meetings, from the initial formation and affiliation of WGPC as a particular church of the PCUS (and including all records preceding and related to such formation) through its later affiliation with the PCUSA up to the date of dismissal.

B. **Delivery of Records to Presbytery.** WGPC agrees to deliver and shall deliver to the Presbytery all Records at least one week prior to the Presbytery meeting at which a vote on dismissal is scheduled to occur. WGPC is encouraged to make for itself complete copies of the Records before delivery. Subsequent to delivery, WGPC and ECO-WG shall be entitled to reasonable access to the Records in the possession of the Presbytery and shall be entitled to have copies of any such Records for a reasonable charge.

# STATED CLERK ATTACHMENT 4/ BA6

## C. Requirement for Inquiry, Disclosure, and Delivery Regarding Missing Records.

(1) **Inquiry.** WGPC and ECO-WG shall undertake a diligent inquiry of its congregation, members and friends to determine whether any Records are missing.

(2) **Information to be Disclosed.** WGPC and ECO-WG shall disclose

(a) all Records determined to be missing as a result of the diligent inquiry made by WGPC and/or ECO-WG of its congregation, members and friends,

(b) all Records for which a request for possession has been made by WGPC and/or ECO-WG,

(c) all Records for which such request has been made, but the missing Records shall not have been delivered,

(d) (iv) the person(s) or entity known to be in possession of such Records,

(e) the location of such Records, and

(f) any other relevant information related to any such Records.

(3) **Information Required to be Disclosed Prior to Dismissal.** Any missing Records which shall be discovered to exist, but are not in the possession of WGPC, and consequently, have not been delivered to the Presbytery prior to dismissal, must be disclosed to the Presbytery prior to dismissal.

(4) **Efforts Required for Retrieval and Delivery of Missing Records.** Upon learning of any missing Records, WGPC and ECO-WG shall request and pursue the return and possession of any missing Records promptly and diligently. All missing Records in the possession of others, whether known prior to dismissal or discovered after dismissal, shall be delivered promptly to the Presbytery when WGPC or ECO-WG shall obtain possession.

4. **Process for Dismissal to be Final.** By the terms of this Agreement, the Presbytery vote to dismiss shall not be considered final until the requirements of the following Subsections A, B, C, and D of this Section 4 are satisfied. Such requirements shall be met within thirty (30) days after dismissal much as if the performances required of the parties were necessary for a closing in a purchase of real estate scheduled to occur by the end of such thirty (30) day period.

A. **Current and Contemporaneous Performance Is Required.** All obligations agreed to herein are fulfilled to the extent that current and contemporaneous performance is required.

B. **Delivery of Church Records.** All Records required to be delivered to the Presbytery have been delivered.

C. **Name.**

(1) **Dismissed Congregation Shall Amend Name.** In order for required documents to be executed in the name of the new church entity for the dismissed congregation, the dismissed congregation shall amend the name of Walnut Grove Presbyterian Church subject to the following restrictions and limitations set forth in this Subsection D. This congregation, whether incorporated or unincorporated, hereinafter sometimes is referred to herein as the "ECO-WG".

(2) **Name Restrictions and Limitations.** After dismissal, neither the dismissed congregation, ECO-WG, nor any successor, shall use the name of Walnut Grove Presbyterian Church, an abbreviation of that name, or any variation of that name, including any name beginning with the words

# STATED CLERK ATTACHMENT 4/ BA7

“Walnut Grove Presbyterian Church”, “Walnut Grove First Presbyterian Church”, “First Presbyterian Church of Walnut Grove”, or “First Presbyterian Church, Walnut Grove”, in order to reduce the possible confusion between the church formerly affiliated with the Presbytery and PCUSA and the dismissed congregation. WGPC and/or ECO-WG shall register a new Internet domain name, if such is necessary to comply with this provision. Examples of a suitable name, for illustrative purposes, could include “Evangelical Presbyterian Church of Walnut Grove” or “Walnut Grove Evangelical Presbyterian Church”.

**D. Documents Required to be Executed and Recorded.** All required documents are duly executed and recorded, if applicable, to provide for any future performance by the terms hereof. To that end, the following must occur no later than thirty (30) days subsequent to the vote to dismiss, but contemporaneously,

(1) **Initial Payment to the Presbytery.** ECO-WG shall deliver to the Presbytery or its authorized Agent, a cashier’s check for \$6,000.00 payable to the Presbytery for which Wells Fargo Bank, the Presbytery’s depository, shall commit in advance to give immediate credit.

(2) **Deed Transferring and Releasing Real Property to ECO-WG.** The Presbytery will execute a Deed to be drafted by the Presbytery in a form and text substantially similar to Exhibit B attached hereto and hereby incorporated by reference as if set forth herein verbatim and deliver the Deed to ECO-WG or its Agent. The Deed will transfer or release all of the real property held by or for WGPC and/or its Trustees (hereafter the “Real Property”) free from the trust clause, but the Real Property will remain subject to the further provisions of Section 5, entitled “Property Restrictions”.

(3) **Promissory Note for Annual Payments.** ECO-WG will execute a Promissory Note for \$14,000.00, payable to the Presbytery in two (2) annual payments of \$7,000.00, to be drafted by the Presbytery in a form and text substantially similar to Exhibit C, attached hereto and hereby incorporated by reference as if set forth herein verbatim, said Promissory Note being sometimes hereinafter referred to as the “Note”.

(4) **Deed of Trust to Secure Note.** ECO-WG will execute a Deed of Trust as security for the Note, creating a first lien on the Real Property, to be drafted by the Presbytery in a form and text substantially similar to Exhibit D, attached hereto and hereby incorporated by reference as if set forth herein verbatim.

**E. Remaining Property.** All remaining tangible and intangible personal property not hereinbefore addressed, whether now titled in the name of WGPC or in the possession of WGPC, shall be released to ECO-WG by the Presbytery upon dismissal of WGPC from the PCUSA, subject to the further provisions of the following Section 5, entitled “Property Restrictions”.

**5. Property Restrictions.** After dismissal, the Property transferred or released to ECO-WG, by or pursuant to this Agreement, shall be held by ECO-WG, free of any claim of trust or other claim on the part of the Presbytery or PCUSA, and ECO-WG shall be entitled to make such use of the property as it sees fit for purposes including, without limitation, worship, education, administration, community activities, parking, other uses similar to the manner in which the property has been utilized previously, and other activities involving members of the congregation; provided, however, if prior to the tenth (10<sup>th</sup>) anniversary of the dismissal,

**A.** ECO-WG or its successor has ceased to be a member congregation of (i) the Reformed denomination to which it has been dismissed or (ii) another Reformed body, or

**B.** ECO-WG or its successor ceases to exist,

then title to all Property transferred or released by or on behalf of the Presbytery, together with any proceeds derived from the sale thereof, shall revert to the Presbytery.

# STATED CLERK ATTACHMENT 4/ BA8

6. **Presbytery Use of Proceeds.** So long as the initial payment of \$6,000.00 and each of the annual payments of \$7,000, together with interest if applicable, pursuant to the terms of the Promissory Note, are not in default, the Presbytery shall hold such funds as are actually received and thereafter distribute such funds in the following manner and for the following uses:

A. **Allocation to Subsequent Annual Budget Years.** In the absence of default, payments made to the Presbytery as herein provided, shall be allocated in annual budgets as follows:

- (1) \$6,000.00 to the budget for the 2017 calendar year,
- (2) \$7,000.00 to the budget for the 2018 calendar year, and
- (3) \$7,000.00 to the budget for the 2019 calendar year.

Prepayments, though received at an earlier time, will not alter the aforesaid allocation, unless a change is requested by the ECO-WG and approved by the Presbytery's Council. (Note: Without such request, an allocation of greater funds to an earlier budget could be unfavorable to the interests of ECO-WG.)

B. **Scholarships for Presbytery Mission Trips.** For each of the next three calendar years, the funds allocated as provided in the preceding Subsection A shall be used for the following purposes and distributed in the following manner:

(1) Fifty percent (50%) of such funds shall be restricted for financial scholarships for participants in Presbytery-approved mission trips. Members of ECO-WG who apply to participate must meet the same application deadlines, prerequisites, qualifications, and other criteria, as any other applicants. Qualifying ECO-WG members shall be given priority for scholarship up to the full annual amount made available by this subparagraph (1), and the maximum scholarship available for any individual ECO-WG member shall be the Presbytery's full estimated per person cost of the trip. Any such funds remaining in any budget year shall be available for participants who are not members of ECO-WG, whether used in the same year or carried forward for general scholarship for mission participants in future years.

(2) Fifty percent (50%) of such funds shall be restricted for the Presbytery's discretionary distribution for financial support of Presbytery-approved mission projects and purposes, including without limitation, financial scholarship for any mission trip participant. Any such funds remaining in any budget year shall be carried forward to the next budget year for Presbytery's discretionary distributions in general support of mission projects and purposes.

7. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties respecting its subject matter. There are no promises, representations, conditions or obligations other than those contained or incorporated in this Agreement. This Agreement supersedes all prior communications, representations, agreements or understandings, whether verbal or written, between the parties.

8. **Successors and Assigns.** The designations of "WGPC", "ECO-WG", "AC", "Presbytery", "PCUSA" and "ECO" as used throughout this Agreement shall be deemed to include said parties, their successors and assigns. Therefore, the terms and conditions of this Agreement, including without limitation, all duties, responsibilities, obligations, covenants, restrictions and reversions, shall inure to the benefit of such parties, successors and assigns, and such parties, successors and assigns shall be subject to and bound by the burdens thereof.

9. **Additional Documents.** Once this Agreement has been approved by the Congregation of WGPC and thereafter by the Presbytery pursuant to Section IV, Subsection C, Paragraph 3 of the Guidelines, each of the parties shall, from time to time, at the request of the other, execute, acknowledge and deliver to the other party any and all further instruments which may be reasonably required to give full force and effect to the provisions of this Agreement.



# STATED CLERK ATTACHMENT 4/ BA9

10. **Independent Judgment and Voluntary Agreement.** The undersigned parties represent that they (i) have had the opportunity to seek the benefit of legal counsel to explain the contents, terms, provisions and effects of this Agreement, (ii) fully understand the provisions of this Agreement and its effects, and (iii) execute the Agreement voluntarily and wholly in reliance upon their own respective judgments.

11. **Notice.** Any notice required or permitted under this Agreement shall be in writing and shall be sent by prepaid registered or certified mail or overnight delivery service, addressed to the parties hereafter as follows:

A. to the Presbytery: Stated Clerk, Presbytery of Western North Carolina, 114 Silver Creek Rd., Morganton, NC 28655 and

B. to WGPC or ECO-WG congregation: Clerk of Session, 47 Bob Taylor Road, Newland, NC 28657.

All notices provided herein shall be effective when actually received by a party or when attempted to be delivered as authorized above.

12. **Drafting.** No provision of this Agreement shall be interpreted for or against any party because that party or the legal representative of that party drafted this Agreement or drafted a particular provision of this Agreement.

13. **Headings or Titles.** Headings or titles shall not define, limit, extend, or interpret the scope of this Agreement or any particular provision.

14. **Severability.** If any provision of this Agreement is held to be invalid or unenforceable, all other provisions shall nevertheless continue in full force and effect.

15. **Governing Law.** This Agreement shall be governed and interpreted under the laws of the State of North Carolina.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed under seal, the day and year first above written.

ADMINISTRATIVE COMMISSION FOR WALNUT  
GROVE PRESBYTERIAN CHURCH (U.S.A.)

By: \_\_\_\_\_  
ROGER WISE, Chair

WALNUT GROVE PRESBYTERIAN CHURCH (U.S.A.)

By: \_\_\_\_\_  
REVEREND KURT J. BOMAR, Moderator of Session

Attested By: \_\_\_\_\_  
JAMES C. TAYLOR, Clerk of Session

# STATED CLERK ATTACHMENT 4/ BA10

STATE OF NORTH CAROLINA, COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public of the County and State aforesaid, do hereby certify that ROGER WISE, who is personally known to me or proved to me on the basis of satisfactory evidence to be the person described, personally came before me this day and acknowledged that he is the Chair of the Administrative Commission for Walnut Grove Presbyterian Church (U.S.A.) and that by authority duly given and as the act of such entity, he voluntarily signed the foregoing instrument in its name on its behalf as its act and deed. Witness my hand and Notarial stamp or seal, this the \_\_\_\_ day of October, 2016.

(NOTARY SEAL)

\_\_\_\_\_, Notary Public  
My Commission Expires: \_\_\_\_\_

STATE OF NORTH CAROLINA, COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public of the County and State aforesaid, do hereby certify that KURT J. BOMAR, Moderator of Session, who is personally known to me or proved to me on the basis of satisfactory evidence to be the person described, personally came before me this day and acknowledged that he is the Moderator of Walnut Grove Presbyterian Church (U.S.A.) and that by authority duly given and as the act of such entity, he voluntarily signed the foregoing instrument in its name on its behalf as its act and deed. Witness my hand and Notarial stamp or seal, this the \_\_\_\_ day of October, 2016.

(NOTARY SEAL)

\_\_\_\_\_, Notary Public  
My Commission Expires: \_\_\_\_\_

# STATED CLERK ATTACHMENT 4/ EXHIBIT A BA11

## PROPERTY IN WHICH WGPC HAS AN INTEREST

1. REAL PROPERTY (See Exhibit B)

2. BANK, INVESTMENT, AND OTHER FINANCIAL ACCOUNTS

	<u>Institution</u>	<u>Type of Account</u>	<u>Approximate Balance</u>
A.	_____	_____	\$ _____
B.	_____	_____	\$ _____
C.	_____	_____	\$ _____

3. VEHICLES, OTHER PROPERTY WITH TITLE DOCUMENT  
(If none, check here ☐ )

	<u>Make</u>	<u>Model</u>	<u>Year</u>	<u>Approximate Value</u>
A.	_____	_____	_____	\$ _____
B.	_____	_____	_____	\$ _____
C.	Other _____			\$ _____
D.	Other _____			\$ _____

4. ENDOWMENT, FOUNDATION, OTHER RESTRICTED OR ACCOUNTS OR BENEFICIAL INTERESTS  
(If none, check here ☐ )

	<u>Institution</u>	<u>Type of Account</u>	<u>Approximate Balance</u>
A.	_____	_____	\$ _____
B.	_____	_____	\$ _____

5. OTHER PERSONAL PROPERTY (Other than typical sanctuary, fellowship, library, school, office - furniture, fixtures, equipment, appliances, supplies, etc.)  
(If none, check here ☐ )

	<u>Approximate Value</u>
A.	\$ _____
B.	\$ _____

**STATED CLERK ATTACHMENT 4/**  
EXHIBIT B  
**BA12**

**NORTH CAROLINA NON-WARRANTY DEED**

Excise Tax: \_\_\_\_\_

Parcel Identifier No. \_\_\_\_\_

Mail/Box to: Begley Box

Instrument prepared by: Wm. Michael Begley, Begley Law Firm, 103 Richardson Blvd., Black Mountain, NC 28711

Brief description for the Index: \_\_\_\_\_

THIS DEED made this \_\_\_\_ day of October, 2016, by and between

GRANTOR	GRANTEE
THE PRESBYTERY OF WESTERN NORTH CAROLINA, INC., a North Carolina Non-Profit corporation, and the ADMINISTRATIVE COMMISSION FOR WALNUT GROVE PRESBYTERIAN CHURCH (U.S.A.)	(ECO-WG)  Address: 47 Bob Taylor Road Newland, NC 28657

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all those certain lots or parcels of land situated in the Toe River Township, Avery County, North Carolina (collectively sometimes referred to herein as the "Real Property") and more particularly described as follows:

See Rider attached hereto entitled "DESCRIPTION", which said Rider  
is hereby incorporated by reference as if set forth herein verbatim.

# STATED CLERK ATTACHMENT 4/ BA13

## DESCRIPTION

TRACT ONE: BEGINNING on an iron stake that is North 52 deg. West 3.0 feet from a large white oak and running North 52 deg. West 431.2 feet to an iron stake, a corner of Jesse T. Wiseman, Jr.; thence running with Jesse T. Wiseman, Jr. line North 52 deg. 10' East 200 feet to an iron stake; thence North 14 deg. 20' East 119.8 feet to an iron stake on the South side of gravel road; thence running with the South side of road South 68 deg. 15' East 90.3 feet to a white pine; thence South 49 deg. 45' East 98.5 feet to a white pine; thence South 25 deg. 35' East 71 feet to a white pine in Sam Smith's line; thence running with Sam Smith's line and leaving the road South 6 deg. 53' West 342 feet to the BEGINNING. Containing 2.3 acres, more or less, (excepting tract to Church), and being also described in that Deed recorded in Book 137, Page 1032, Avery County, N.C. Registry.

TRACT TWO: BEGINNING on an iron stake in the line of Sam Smith, Jr., on the eastern edge of N.C. State Road #1109, at the intersection of N.C. State Road #1109 and N.C. State Road #1178; and runs thence with the eastern margin of N.C. State Road #1109, South 39 deg. 52' 40" West 174.33 feet to a stake; thence South 46 deg. 16' 50" West 70.16 feet to a stake; thence North 07 deg. 48' 40" East 52.75 feet to an iron stake found in the right of way of N.C. State Road #1109; thence North 07 deg. 48' 40" East 279.87 feet to a point in the center line of N.C. State Road #1178; thence continuing with the center line of N.C. State Road #1178, South 29 deg. 15' 50" East 60.62 feet to a point; thence South 40 deg. 27' 10" East 41.57 feet to a point; thence South 44 deg. 02' 10" East 87.28 feet to the point of Beginning. Containing 0.511 acres, more or less, as shown on a Plat prepared by William E. Arrowood, RLS L-1510, dated September 12, 1983, and being also described in that Deed recorded in Book 153, Page 1388, Avery County, N.C. Registry.

TRACT THREE: BEGINNING on an iron stake in the northern margin of Taylor Town Road (NCSR 1178) and in the line of James McKinney, Jr.; thence running with the northern margin of Taylor Town Road North 38 deg. 31' 40" West 65.52 feet to a stake; thence North 62 deg. 25' 00" West 203.85 feet to an iron stake, a corner to the tract conveyed to Roderick Hall and Thomas Hall, thence North 18 deg. 36' 30" East 170.00 feet to an iron stake; thence South 70 deg. 49' 20" East 209.04 feet to an iron stake in the line of James McKinney, Jr.; thence running with the line of James McKinney, Jr., South 07 deg. 13' 40" West 240.00 feet to the point of BEGINNING. Containing 1.00 acre, more or less, and shown as Tract One on that survey plat prepared by William E. Arrowood, R.L.S. L-1510 dated November 20, 1984. LESS AND EXCEPT that property conveyed by Deed recorded in Book 153, Page 1387. The property hereinbefore described being also described in that Deed recorded in Book 161, Page 121, Avery County, N.C. Registry.

The tracts of land hereinbefore described are also described in that Deed dated May 3, 2015, executed by Roderick Hall and Fred Stout, Trustees for the Walnut Grove Presbyterian Church, recorded in the Avery County, N.C. Registry in Book 491, Page 1326.

# STATED CLERK ATTACHMENT 4/ BA14

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

The Grantor makes no warranty, express or implied, as to title to the Real Property. The Real Property is being conveyed free and clear of any and all claims of the Grantors and the Presbyterian Church, USA, including, but not limited to, any and all claims arising from or under (1) the trust clause as set forth in Section G-4.0203 of the Book of Order of the Presbyterian Church U.S.A. and (2) the trust clause as set forth in Section 6-3 of the Book of Church Order of the Presbyterian Church in the United States, the predecessor denomination prior to merger. The Grantors, for themselves and on behalf of the PCUSA, convey their interests in the Real Property to [ECO-WG], as Grantee.

The Grantee shall hold the Real Property, free of any claim of trust or other claim on the part of the Presbytery or PCUSA, and shall be entitled to make such use of the Real Property as it sees fit for purposes including, without limitation, worship, education, administration, community activities, parking, other uses similar to the manner in which the Real Property has been utilized previously, and other activities involving members of the congregation; provided, however, if prior to the \_\_\_\_<sup>th</sup> day of October, 2026,

A. [ECO-WG] or its successor has ceased to be a member congregation of the Reformed denomination to which it has been dismissed or another Reformed body, or

B. if [ECO-WG] or its successor ceases to exist,

title to the Real Property transferred or released by the Presbytery, together with any proceeds derived from the sale thereof, shall revert to the Presbytery.

IN WITNESS WHEREOF, the Grantor has duly executed the foregoing as of the day and year first above written.

THE PRESBYTERY OF WESTERN NORTH CAROLINA, INC.,  
a North Carolina non-profit corporation

Attest: \_\_\_\_\_  
D. CAMERON MURCHISON, Stated Clerk

By: \_\_\_\_\_  
BARBARA MCLEAN, Moderator

The Stated Clerk of The Presbytery of Western North Carolina, Inc. hereby (i) confirms that Barbara McLean, Moderator, has the authority to execute this Deed on behalf of The Presbytery of Western North Carolina, Inc., and (ii) attests to the signature of Barbara McLean on behalf of The Presbytery of Western North Carolina, Inc.

ADMINISTRATIVE COMMISSION FOR WALNUT  
GROVE PRESBYTERIAN CHURCH (U.S.A.)

By: \_\_\_\_\_  
ROGER WISE, Chair

# STATED CLERK ATTACHMENT 4/ BA15

STATE OF NORTH CAROLINA - COUNTY OF BUNCOMBE

I, W. Michael Begley, the undersigned Notary Public of the County and State aforesaid, certify that Barbara McLean, who is known to me or proved to me on the basis of satisfactory evidence to be the person described, personally came before me this day and acknowledged that she is the Moderator of THE PRESBYTERY OF WESTERN NORTH CAROLINA, INC., a North Carolina non-profit corporation, and acknowledged that she duly executed the foregoing instrument on behalf of said entity for the purposes therein expressed. Witness my hand and Notarial stamp or seal this the \_\_\_\_ day of October, 2016.

(NOTARY SEAL)

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W. Michael Begley, Notary Public  
My Commission Expires: December 2, 2020

STATE OF NORTH CAROLINA - COUNTY OF BUNCOMBE

I, W. Michael Begley, the undersigned Notary Public of the County and State aforesaid, certify that D. Cameron Murchison, who is known to me or proved to me on the basis of satisfactory evidence to be the person described, personally came before me this day and acknowledged that he is the Stated Clerk of THE PRESBYTERY OF WESTERN NORTH CAROLINA, INC., a North Carolina non-profit corporation, and that by authority duly given and as the act of the corporation, the Moderator, Barbara McLean, signed the foregoing instrument in its name on its behalf as its act and deed. Witness my hand and Notarial stamp or seal this the \_\_\_\_ day of October, 2016.

(NOTARY SEAL)

---

W. Michael Begley, Notary Public  
My Commission Expires: December 2, 2020

STATE OF NORTH CAROLINA, COUNTY OF BUNCOMBE

I, W. Michael Begley, the undersigned Notary Public of the County and State aforesaid, do hereby certify that ROGER WISE, who is personally known to me or proved to me on the basis of satisfactory evidence to be the person described, personally came before me this day and acknowledged that he is the Chair of the Administrative Commission for Walnut Grove Presbyterian Church (U.S.A.) and that by authority duly given and as the act of such entity, he voluntarily signed the foregoing instrument in its name on its behalf as its act and deed. Witness my hand and Notarial stamp or seal, this the \_\_\_\_ day of October, 2016.

(NOTARY SEAL)

---

W. Michael Begley, Notary Public  
My Commission Expires: December 2, 2020

## BA16

SATISFACTION: The debt evidenced by this Note has been satisfied in full this

\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

Signed: \_\_\_\_\_

### PROMISSORY NOTE

\_\_\_\_\_, Newland, N. C.

\$ \*\*\*\*\*14,000.00

FOR VALUE RECEIVED the undersigned, jointly and severally, promise to pay to The Presbytery of Western North Carolina, Inc.

or order,

the principal sum of Fourteen Thousand and 00/100

DOLLARS (\$ \*\*\*\*\*14,000.00), with interest from \_\_\_\_\_, at the rate of Zero

per cent ( 0.00 %) per annum on the unpaid balance until paid or until default, both principal and interest payable in lawful money of the United States of America, at the office of The Presbytery of Western North Carolina, Inc.

114 Silver Creek Road, Morganton, NC 28655

or at such place as the legal holder hereof may designate in writing. It is understood and agreed that additional amounts may be advanced by the holder hereof as provided in the instruments, if any, securing this Note and such advances will be added to the principal of this Note and will accrue interest at the above specified rate of interest from the date of advance until paid. The principal and interest shall be due and payable as follows:

In equal and consecutive annual installments of \$7,000.00, the first said installment being due and payable on the 31st day of December, 2017, and the final installment being due and payable, if not sooner paid, on the 31st day of December, 2018.

If not sooner paid, the entire remaining indebtedness shall be due and payable on December 31, 2018

If payable in installments, each such installment shall, unless otherwise provided, be applied first to payment of interest then accrued and due on the unpaid principal balance, with the remainder applied to the unpaid principal.

Unless otherwise provided, this Note may be prepaid in full or in part at any time without penalty or premium. Partial prepayments shall be applied to installments due in reverse order of their maturity.

In the event of (a) default in payment of any installment of principal or interest hereof as the same becomes due and such default is not cured within ten (10) days from the due date, or (b) default under the terms of any instrument securing this Note, and such default is not cured within fifteen (15) days after written notice to maker, then in either such event the holder may without further notice, declare the remainder of the principal sum, together with all interest accrued thereon and, the prepayment premium, if any, at once due and payable. Failure to exercise this option shall not constitute a waiver of the right to exercise the same at any other time. The unpaid principal of this Note and any part thereof, accrued interest and all other sums due under this Note and the Deed of Trust, if any, shall bear interest

at the rate of Twelve per cent ( 12.000 %) per annum after default until paid.

All parties to this Note, including maker and any sureties, endorsers, or guarantors hereby waive protest, presentment, notice of dishonor, and notice of acceleration of maturity and agree to continue to remain bound for the payment of principal, interest and all other sums due under this Note and the Deed of Trust notwithstanding any change or changes by way of release, surrender, exchange, modification or substitution of any security for this Note or by way of any extension or extensions of time for the payment of principal and interest; and all such parties waive all and every kind of notice of such change or changes and agree that the same may be made without notice or consent of any of them.

Upon default the holder of this Note may employ an attorney to enforce the holder's rights and remedies and the maker, principal, surety, guarantor and endorsers of this Note hereby agree to pay to the holder reasonable attorneys fees not exceeding a sum equal to fifteen percent (15%) of the outstanding balance owing on said Note, plus all other reasonable expenses incurred by the holder in exercising any of the holder's rights and remedies upon default. The rights and remedies of the holder as provided in this Note and any instrument securing this Note shall be cumulative and may be pursued singly, successively, or together against the property described in the Deed of Trust or any other funds, property or security held by the holder for payment or security, in the sole discretion of the holder. The failure to exercise any such right or remedy shall not be a waiver or release of such rights or remedies or the right to exercise any of them at another time.

This Note is to be governed and construed in accordance with the laws of the State of North Carolina.

This Note is given \_\_\_\_\_, and is secured by a

Deed of Trust of even date herewith

which is a first lien upon the property therein described.

IN TESTIMONY WHEREOF, each corporate maker has caused this instrument to be executed in its corporate name by its \_\_\_\_\_ President, attested by its

IN TESTIMONY WHEREOF, each individual maker has hereunto set his hand and adopted as his seal the word "SEAL" appearing beside his name, the day and year first above written.

\_\_\_\_\_, Secretary, and its corporate seal to be hereto affixed, all by order of its Board of Directors first duly given, the day and year first above written.

ECO-WG

(Corporate Name)

By: \_\_\_\_\_

\_\_\_\_\_, President

ATTEST:

\_\_\_\_\_, Secretary (Corporate Seal)

(Corporate Name)

By: \_\_\_\_\_

\_\_\_\_\_, President

ATTEST:

\_\_\_\_\_, Secretary (Corporate Seal)

USE BLACK INK ONLY

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)

(SEAL)



## EXHIBIT

This standard form has been approved by  
North Carolina Bar Association – NC Bar Form No. 5

# STATED CLERK ATTACHMENT 4/

**BA18**

NOW, THEREFORE, as security for said indebtedness, advancements and other sums expended by Beneficiary pursuant to this Deed of Trust and costs of collection (including attorneys fees as provided in the Promissory Note) and other valuable consideration, the receipt of which is hereby acknowledged, the Grantor has bargained, sold, given and conveyed and does by these presents bargain, sell, give, grant and convey to said Trustee, his heirs, or successors, and assigns, the parcel(s) of land situated in the City of \_\_\_\_\_, \_\_\_\_\_ Toe River Township, \_\_\_\_\_ Avery County, North Carolina, (the "Premises") and more particularly described as follows:

See Exhibit A attached hereto entitled "Description", which is hereby incorporated by reference as if set forth herein verbatim.

TO HAVE AND TO HOLD said Premises with all privileges and appurtenances thereunto belonging, to said Trustee, his heirs, successors, and assigns forever, upon the trusts, terms and conditions, and for the uses hereinafter set forth.

If the Grantor shall pay the Note secured hereby in accordance with its terms, together with interest thereon, and any renewals or extensions thereof in whole or in part, all other sums secured hereby and shall comply with all of the covenants, terms and conditions of this Deed of Trust, then this conveyance shall be null and void and may be canceled of record at the request and the expense of the Grantor.

If, however, there shall be any default (a) in the payment of any sums due under the Note, this Deed of Trust or any other instrument securing the Note and such default is not cured within ten (10) days from the due date, or (b) if there shall be default in any of the other covenants, terms or conditions of the Note secured hereby, or any failure or neglect to comply with the covenants, terms or conditions contained in this Deed of Trust or any other instrument securing the Note and such default is not cured within fifteen (15) days after written notice, then and in any of such events, without further notice, it shall be lawful for and the duty of the Trustee, upon request of the Beneficiary, to sell the land herein conveyed at public auction for cash, after having first giving such notice of hearing as to commencement of foreclosure proceedings and obtained such findings or leave of court as may then be required by law and giving such notice and advertising the time and place of such sale in such manner as may then be provided by law, and upon such and any resales and upon compliance with the law then relating to foreclosure proceedings under power of sale to convey title to the purchaser in as full and ample manner as the Trustee is empowered. The Trustee shall be authorized to retain an attorney to represent him in such proceedings.

The proceeds of the Sale shall after the Trustee retains his commission, together with reasonable attorneys fees incurred by the Trustee in such proceedings, be applied to the costs of sale, including, but not limited to, costs of collection, taxes, assessments, costs of recording, service fees and incidental expenditures, the amount due on the Note hereby secured and advancements and other sums expended by the Beneficiary according to the provisions hereof and otherwise as required by the then existing law relating to foreclosures. The Trustee's commission shall be five percent (5%) of the gross proceeds of the sale or the minimum sum of \$ 1,000.00 \_\_\_\_\_ whichever is greater, for a completed foreclosure. In the event foreclosure is commenced, but not completed, the Grantor shall pay all expenses incurred by Trustee, including reasonable attorneys fees, and a partial commission computed on five per cent (5%) of the outstanding indebtedness or the above stated minimum sum, whichever is greater, in accordance with the following schedule, to-wit: one-fourth (¼) thereof before the Trustee issues a notice of hearing on the right to foreclosure; one-half (½) thereof after issuance of said notice, three-fourths (¾) thereof after such hearing; and the greater of the full commission or minimum sum after the initial sale.

And the said Grantor does hereby covenant and agree with the Trustee as follows:

1. **INSURANCE.** Grantor shall keep all improvements on said land, now or hereafter erected, constantly insured for the benefit of the Beneficiary against loss by fire, windstorm and such other casualties and contingencies, in such manner and in such companies and for such amounts, not less than that amount necessary to pay the sum secured by this Deed of Trust, and as may be satisfactory to the Beneficiary. Grantor shall purchase such insurance, pay all premiums therefor, and shall deliver to Beneficiary such policies along with evidence of premium payments as long as the Note secured hereby remains unpaid. If Grantor fails to purchase such insurance, pay premiums therefor or deliver said policies along with evidence of payment of premiums thereon, then Beneficiary, at his option, may purchase such insurance. Such amounts paid by Beneficiary shall be added to the principal of the Note secured by this Deed of Trust, and shall be due and payable upon demand of Beneficiary. All proceeds from any insurance so maintained shall at the option of Beneficiary be applied to the debt secured hereby and if payable in installments, applied in the inverse order of maturity of such installments or to the repair or reconstruction of any improvements located upon the Property.

2. **TAXES, ASSESSMENTS, CHARGES.** Grantor shall pay all taxes, assessments and charges as may be lawfully levied against said Premises within thirty (30) days after the same shall become due. In the event that Grantor fails to so pay all taxes, assessments and charges as herein required, then Beneficiary, at his option, may pay the same and the amounts so paid shall be added to the principal of the Note secured by this Deed of Trust, and shall be due and payable upon demand of Beneficiary.

3. **ASSIGNMENTS OF RENTS AND PROFITS.** Grantor assigns to Beneficiary, in the event of default, all rents and profits from the land and any improvements thereon, and authorizes Beneficiary to enter upon and take possession of such land and improvements,

# STATED CLERK ATTACHMENT 4/

to rent same, at any reasonable rate of rent determined by Beneficiary, and after deducting from any such rents the cost of reletting and collection, to apply the remainder to the debt secured hereby.

4. **PARTIAL RELEASE.** Grantor shall not be entitled to the partial release of any of the above described property unless a specific provision providing therefor is included in this Deed of Trust. In the event a partial release provision is included in this Deed of Trust, Grantor must strictly comply with the terms thereof. Notwithstanding anything herein contained, Grantor shall not be entitled to any release of property unless Grantor is not in default and is in full compliance with all of the terms and provisions of the Note, this Deed of Trust, and any other instrument that may be securing said Note.

5. **WASTE.** The Grantor covenants that he will keep the Premises herein conveyed in as good order, repair and condition as they are now, reasonable wear and tear excepted, and will comply with all governmental requirements respecting the Premises or their use, and that he will not commit or permit any waste.

6. **CONDEMNATION.** In the event that any or all of the Premises shall be condemned and taken under the power of eminent domain, Grantor shall give immediate written notice to Beneficiary and Beneficiary shall have the right to receive and collect all damages awarded by reason of such taking, and the right to such damages hereby is assigned to Beneficiary who shall have the discretion to apply the amount so received, or any part thereof, to the indebtedness due hereunder and if payable in installments, applied in the inverse order of maturity of such installments, or to any alteration, repair or restoration of the Premises by Grantor.

7. **WARRANTIES.** Grantor covenants with Trustee and Beneficiary that he is seized of the Premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that he will warrant and defend the title against the lawful claims of all persons whomsoever, except for the exceptions hereinafter stated. Title to the property hereinabove described is subject to the following exceptions:

Easements, restrictions, rights of way of record.

8. **SUBSTITUTION OF TRUSTEE.** Grantor and Trustee covenant and agree to and with Beneficiary that in case the said Trustee, or any successor trustee, shall die, become incapable of acting, renounce his trust, or for any reason the holder of the Note desires to replace said Trustee, then the holder may appoint, in writing, a trustee to take the place of the Trustee; and upon the probate and registration of the same, the trustee thus appointed shall succeed to all rights, powers and duties of the Trustee.

**X THE FOLLOWING PARAGRAPH, 9. SALE OF PREMISES, SHALL NOT APPLY UNLESS THE BLOCK TO THE LEFT MARGIN OF THIS SENTENCE IS MARKED AND/OR INITIALED.**

9. **SALE OF PREMISES.** Grantor agrees that if the Premises or any part thereof or interest therein is sold, assigned, transferred, conveyed or otherwise alienated by Grantor, whether voluntarily or involuntarily or by operation of law [other than: (i) the creation of a lien or other encumbrance subordinate to this Deed of Trust which does not relate to a transfer of rights of occupancy in the Premises; (ii) the creation of a purchase money security interest for household appliances; (iii) a transfer by devise, descent, or operation of law on the death of a joint tenant or tenant by the entirety; (iv) the grant of a leasehold interest of three (3) years or less not containing an option to purchase; (v) a transfer to a relative resulting from the death of a Grantor; (vi) a transfer where the spouse or children of the Grantor become the owner of the Premises; (vii) a transfer resulting from a decree of a dissolution of marriage, legal separation agreement, or from an incidental property settlement agreement, by which the spouse of the Grantor becomes an owner of the Premises; (viii) a transfer into an inter vivos trust in which the Grantor is and remains a beneficiary and which does not relate to a transfer of rights of occupancy in the Premises], without the prior written consent of Beneficiary, Beneficiary, at its own option, may declare the Note secured hereby and all other obligations hereunder to be forthwith due and payable. Any change in the legal or equitable title of the Premises or in the beneficial ownership of the Premises, including the sale, conveyance or disposition of a majority interest in the Grantor if a corporation or partnership, whether or not of record and whether or not for consideration, shall be deemed to be the transfer of an interest in the Premises.

10. **ADVANCEMENTS.** If Grantor shall fail to perform any of the covenants or obligations contained herein or in any other instrument given as additional security for the Note secured hereby, the Beneficiary may, but without obligation, make advances to perform such covenants or obligations, and all such sums so advanced shall be added to the principal sum, shall bear interest at the rate provided in the Note secured hereby for sums due after default and shall be due from Grantor on demand of the Beneficiary. No advancement or anything contained in this paragraph shall constitute a waiver by Beneficiary or prevent such failure to perform from constituting an event of default.

11. **INDEMNITY.** If any suit or proceeding be brought against the Trustee or Beneficiary or if any suit or proceeding be brought which may affect the value or title of the Premises, Grantor shall defend, indemnify and hold harmless and on demand reimburse Trustee or Beneficiary from any loss, cost, damage or expense and any sums expended by Trustee or Beneficiary shall bear interest as provided in the Note secured hereby for sums due after default and shall be due and payable on demand.

12. **WAIVERS.** Grantor waives all rights to require marshaling of assets by the Trustee or Beneficiary. No delay or omission of the Trustee or Beneficiary in the exercise of any right, power or remedy arising under the Note or this Deed of Trust shall be deemed a waiver of any default or acquiescence therein or shall impair or waive the exercise of such right, power or remedy by Trustee or Beneficiary at any other time.

13. **CIVIL ACTION.** In the event that the Trustee is named as a party to any civil action as Trustee in this Deed of Trust, the Trustee shall be entitled to employ an attorney at law, including himself if he is a licensed attorney, to represent him in said action and

# STATED CLERK ATTACHMENT 4/

the reasonable attorney's fee of the Trustee in such action shall be paid by the Beneficiary and added to the principal of the Note secured by this Deed of Trust and bearing interest at the rate provided in the Note for sums due after default.

14. PRIOR LIENS. Default under the terms of any instrument secured by a lien to which this Deed of Trust is subordinate shall constitute default hereunder.

15. OTHER TERMS.

# STATED CLERK ATTACHMENT 4/

IN WITNESS WHEREOF, the Grantor has duly executed the foregoing as of the day and year first above written.

**BA21**

ECO-WG  
(Entity Name)

(SEAL)

By: \_\_\_\_\_  
Title: \_\_\_\_\_

(SEAL)

By: \_\_\_\_\_  
Title: \_\_\_\_\_

(SEAL)

By: \_\_\_\_\_  
Title: \_\_\_\_\_

(SEAL)

State of North Carolina - County of \_\_\_\_\_

I, the undersigned Notary Public of the County and State aforesaid, certify that \_\_\_\_\_ personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed. Witness my hand and Notarial stamp or seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

State of North Carolina - County of Avery

I, the undersigned Notary Public of the County and State aforesaid, certify that \_\_\_\_\_ personally came before me this day and acknowledged that he is the \_\_\_\_\_ of ECO-WG, a North Carolina or \_\_\_\_\_ corporation/limited liability company/general partnership/limited partnership (strike through the inapplicable), and that by authority duly given and as the act of such entity, he signed the foregoing instrument in its name on its behalf as its act and deed. Witness my hand and Notarial stamp or seal, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

State of North Carolina - County of \_\_\_\_\_

I, the undersigned Notary Public of the County and State aforesaid, certify that \_\_\_\_\_

Witness my hand and Notarial stamp or seal, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

The foregoing Certificate(s) of \_\_\_\_\_ is/are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.

\_\_\_\_\_ Register of Deeds for \_\_\_\_\_ County

By: \_\_\_\_\_ Deputy/Assistant - Register of Deeds

# STATED CLERK ATTACHMENT 5

## Report of the Administrative Commission of First Presbyterian Church of Lenoir

Since the July meeting of the Presbytery of Western North Carolina, when approval was given for the dismissal of the former First Presbyterian Church of Lenoir to ECO, like a phoenix, a new First Presbyterian Church of Lenoir has emerged from the ashes. On September 1, 2016, the continuing congregation voted to formally organize at a called meeting. Three congregants were elected as the members of the Session, in three classes. They were installed – all three were already elders in the PC(USA) – in a service on September 6, 2016. The new congregation is meeting in the fellowship hall of Zion United Church of Christ in Lenoir, just a few blocks away from their former church building. Regular services are being conducted by supply pastors and efforts are currently under way to search for and call an interim pastor. The church's office address is 620 West Ave. NW, Lenoir, NC 28645. Email may be sent to [fpclenoir@gmail.com](mailto:fpclenoir@gmail.com). Expressions of support and prayer are welcomed.

The dismissing group, now known as Lenoir Presbyterian Church, was officially released to the Presbytery of East Central of ECO on August 26, 2016 once all required conditions of the property settlement were fulfilled, including the execution of a promissory note for future payments to the Presbytery of Western North Carolina.

The Administrative Commission continues to walk along with the Session of the new First Presbyterian Church as they grow and thrive with the help and guidance of the Holy Spirit.

Edyth Pruitt  
Co-Chair

John Pea  
Co-Chair

# **STATED CLERK ATTACHMENT 6**

## **Report from Administrative Commission King's Mountain Presbyterian Church October 25, 2016**

The Administrative Commission assumed original jurisdiction of the King's Mountain Presbyterian Church as authorized by presbytery following the July 26, 2016 meeting of presbytery. The commission has continued to meet praying for the King's Mountain Presbyterian Church and Western North Carolina Presbytery and continuing to seek a way forward in the dismissal of KM Church that is in compliance with the approved WNC presbytery guidelines.

# STATED CLERK ATTACHMENT 7

## PRESBYTERY REPORT TO SYNOD ON REPRESENTATION 2016 Form for Year 2015

Page 1 of 2

Presbytery\_\_\_Western North Carolina\_\_\_\_\_

I a If you have a COR:

how often does it meet? 5 times a year; meets conjointly with Nominating Cmt

does it meet with the Presbytery Nominating Committee? \_\_\_\_Yes\_\_\_\_\_

how does it report to Presbytery? \_Quarterly meetings of Presbytery\_\_\_\_\_

b If you do not have a COR, please state how you handle oversight of appropriate representation?

II What is the size of your presbytery? Churches\_\_\_105\_\_\_\_\_ Members\_\_\_15,948\_\_\_\_\_

What percentage of members are minorities? \_\_\_4%\_\_\_\_\_ What % ages 12-30? Under 25 =13.5%

What % are women? 58% What % are men? 42%

Beyond race, gender, and age, are there other groups – people who work ‘for profit’, live in rural areas, attend large congregations, have children at home, etc - who may be under-represented or of concern? Please identify and state what could be done on their behalf.

People whose work life makes participation in many Presbytery activities impossible. Attempts to schedule activities in non working hours and in places close to home might improve the odds.

III Generally, what successes and/or frustrations have you experienced this past year?

Keep a full complement of COR members analyzing needs and working for solutions.

IV What might the Synod COR do to assist your efforts to be more effective in your work?

Sharing best practices and success stories from around the Synod.



# STATED CLERK ATTACHMENT 7

## PRESBYTERY REPORT TO SYNOD COMMITTEE ON REPRESENTATION

Page 2 of 2

### V Membership break-down of: Officers, Council, Nominating Committee and Committee on Ministry

	Work Unit	MC	ML	FC	FL	A	AA	H	NA	ME	W	D	Y	YA	A	SA
1	Officers	1	1	2	1						5				1	4
2	Council	6	4	3	3		1				15			1	6	8
3	NOM		7		6		2				11				4	9
4	COM	7	8	7	3		1				24				16	9

#### Key:


A-Asian, AA-African American, H-Hispanic, NA-Native American, ME-Middle Eastern,  
C-Caucasian, D-Differently Abled

Y (Youth)-25 and under  
YA (Young Adults) - 26-35

A (Adults) - 36-64  
SA (Senior Adults) - 65 and up

MC-Male Clergy  
ML-Male Laity

FC-Female Clergy  
FL-Female Laity

Report submitted by\_D. Cameron Murchison Signature 

Phone #828-669-7238 e-mail: cmurc1@gmail.com

This document was/will be part of COR's report to Presbytery on October 25, 2016

Stated Clerk D. Cameron Murchison Signature 

Date July 28, 2016

Please return this form on or before **(In office Deadline Date of August 1, 2016)**: via email to [tscott@synatlantic.org](mailto:tscott@synatlantic.org) or to Synod of the Mid-Atlantic, 3601 Seminary Avenue, Richmond, VA 23227.

# STATED CLERK ATTACHMENT 8

## PERMANENT JUDICIAL COMMISSION OF THE GENERAL ASSEMBLY PRESBYTERIAN CHURCH (U.S.A.)

First Presbyterian Church of Hendersonville, N.C.	(	
	(	
	(	
The Session of First Presbyterian Church of Hendersonville, by and through its active Ruling Elders (aka The Session of First Presbyterian Church of Hendersonville, "D-Church," by and through its active Ruling Elders)	(	<b>Decision and Order</b>
	(	<b>GA Remedial Case 223-01</b>
	(	
	(	
Bob Briner, Brenda Bradshaw, Gilbert Broyles, Lloyd Candell, Bill Durant, William Eadie, Marjorie Heaver, Richard House, Mary Jamieson, Henry Leissing, Marguerite Martin, Eloise Murray, William Nagle, Greg Pope, Dale Stephens, Marvin Thomason, all both Individually and as Ruling Elders	(	
	(	
Appellants (Original Complainants)	(	
	(	
v.	(	
	(	
The Presbytery of Western North Carolina	(	
	(	
Appellee (Original Respondent)	(	

### Arrival Statement

This is an appeal to the General Assembly Permanent Judicial Commission (the GAPJC or this Commission) from a February 15, 2016, Decision of the Permanent Judicial Commission of the Synod of the Mid-Atlantic (SPJC). In that Decision, the SPJC dismissed the Appellants' (originally the Complainants') case for lack of standing and lack of a timely filing of the Complaint. Appellants appealed the SPJC's dismissal of the Complaint to the GAPJC.

### Jurisdictional Statement

This Commission finds that it has jurisdiction, Appellants have standing to file this appeal, the appeal was properly and timely filed, and the appeal states one or more grounds for appeal under D-8.0105.

### Appearances

Forrest Norman and Larry Mobley appeared on behalf of Appellants. Greg Goodwiller and Robert Forsythe appeared on behalf of Appellee.

# STATED CLERK ATTACHMENT 8

## History

In October 2012, Appellants requested that the Presbytery of Western North Carolina (the Presbytery) grant their congregation dismissal from the Presbyterian Church (U.S.A.) to the Evangelical Presbyterian Church. In response, the Presbytery appointed an Administrative Commission (AC) to manage the dismissal process requested by Appellants. Pursuant to the AC's request, on July 29, 2014, the Presbytery bestowed upon the AC additional general powers under G-3.03, and the powers of Chapter 6, "Church Property," of the Presbyterian Church in the United States *Book of Church Order*, 1982–1983 because, following reunion in 1983, First Presbyterian Church of Hendersonville elected to be governed by that provision under the church property exceptions of G-4.0208. On August 13, 2014, the AC, acting as the Presbytery, determined under G-4.0207 that there was a continuing congregation of First Presbyterian Church of Hendersonville, thereafter recognized as the "true church within the Presbyterian Church (U.S.A.);" and there was also a group seeking dismissal. On August 15, 2014, the AC sent a letter to the leaders of the group requesting dismissal, as well as the ministers and clerks of session of the Presbytery, informing them of its true church declaration, among other matters. Appellants did not file a complaint within 90 days from that declaration.

Appellants sent a letter to the Presbytery on May 19, 2015, challenging the authority of the AC and alleging a delinquency in failing to grant the Appellants' dismissal request and requesting it be cured at the Presbytery's July 28, 2015, meeting. At that meeting, the Presbytery did not take the action requested by Appellants. Appellants then filed a complaint with the Synod of the Mid-Atlantic on August 25, 2015, alleging that the Presbytery engaged in "delinquencies, irregularities and constitutional deviations" by failing to grant the dismissal they had requested in October 2012.

On December 3, 2015, the officers of the SPJC issued the Report of the SPJC Officers' Findings regarding the Complaint, finding that, although the SPJC had jurisdiction over the Complaint and the Complaint stated a claim upon which relief could be granted, Appellants did not have standing to file the Complaint and the Complaint was not timely filed.

Appellants filed a Challenge to the Report of the SPJC Officers' Findings with the SPJC on January 4, 2016. After a hearing on Appellants' Challenge, the SPJC dismissed the Complaint on February 15, 2016, concluding that Appellants did not have standing to file the Complaint and that the Complaint was not timely filed.

Appellants appealed the SPJC's dismissal of the Complaint to the GAPJC. By Preliminary Order for Hearing issued April 7, 2016, the officers of the GAPJC determined that, under the provisions of D-8.0301, this Commission has jurisdiction, the Appellants have standing to file this Appeal, the Appeal papers were properly and timely filed, and the Appeal states one or more of the grounds for appeal set forth in D-8.0105.

## Specifications of Error

*Specification of Error No. 1: The SPJC erred in ruling that the Complaint was not timely filed.*

This specification of error is not sustained (see Decision below).

*Specification of Error No. 2: The SPJC erred in ruling that the Complainants did not have standing.*

Because of the above finding, this Commission does not reach the issue of standing (see Decision below).

# STATED CLERK ATTACHMENT 8

## Decision

Appellants alleged in their complaint both irregularities and delinquencies related to claims of: the Presbytery's failure to act upon or bring to vote the dismissal request; the Presbytery's grant of authority to the AC and subsequent grant of additional authority; the decision of the AC to identify a schism; and the AC's declaration of one faction to be the true church. Appellants further alleged the Presbytery improperly deferred to those identified as the true church.

At its core, the issue in this case arises from the AC's declaration of a true church. According to the *Book of Order*, "[i]f there is a schism within the membership of a congregation and the Presbytery is unable to effect a reconciliation or a division into separate congregations within the Presbyterian Church (U.S.A.), the Presbytery shall determine if one of the factions is entitled to the property because it is identified by the Presbytery as the true church within the Presbyterian Church (U.S.A.)." G-4.0207. In this case, the Presbytery delegated these powers to the AC at the July 29, 2014, meeting. The AC exercised these powers and declared those members of the First Presbyterian Church of Hendersonville who wish to remain with the Presbyterian Church (U.S.A.) to be the true church and thus entitled to the property. This decision was communicated to the leaders of the group requesting dismissal and to all ministers and clerks of session of the Presbytery by letter dated August 15, 2014.

The *Book of Order* requires "a complaint of an irregularity shall be filed within ninety days after the alleged irregularity has occurred; and a complaint of a delinquency shall be filed within ninety days after failure or refusal of respondent to cure the alleged delinquency at its next meeting, provided that a written request to do so has been made prior to said meeting." D-6.0202(a). The AC's determination of the true church, communicated by letter dated August 15, 2014, set in motion the 90-day period. Appellants argued that the failure of the Presbytery to vote on the dismissal during the Presbytery meeting following their request to cure constituted a delinquency. Where there is no constitutional requirement to act, there can be no delinquency. (*Edmunds v. Presbytery of Cape Fear*, 1984, 107, 11.088). The allegations of irregularities were not timely filed because Appellants filed their complaint on August 25, 2015, well past the 90-day time period. See generally (*Smith v. Presbytery of the Peaks*, 2015, 222-04).

This Commission heard significant oral argument concerning standing; this decision, however, does not reach that preliminary question. This Commission is concerned about the silence of the *Book of Order* regarding the status of the faction that is not declared to be the true church pursuant to G-4.0207. This Commission encourages the General Assembly to provide additional guidance in addressing these issues.

## Order

IT IS THEREFORE ORDERED that the Decision of the Synod of the Mid-Atlantic Permanent Judicial Commission is hereby affirmed and this case is dismissed.

IT IS FURTHER ORDERED that the appellants be notified of this Decision and Order.

IT IS FURTHER ORDERED that the Clerk of Session of First Presbyterian Church of Hendersonville report this Decision to the Session at the first meeting after receipt, that the Session enter the full Decision upon its minutes and an excerpt from those minutes showing entry of the Decision be sent to the Stated Clerk of the General Assembly.

IT IS FURTHER ORDERED that the Stated Clerk of the Presbytery of Western North Carolina report this Decision to the Presbytery of Western North Carolina at the first meeting after receipt, that the

# STATED CLERK ATTACHMENT 8

Presbytery of Western North Carolina enter the full Decision upon its minutes and that an excerpt from those minutes showing entry of the Decision be sent to the Stated Clerk of the General Assembly.

IT IS FURTHER ORDERED that the Stated Clerk of the Synod of the Mid-Atlantic report this Decision to the Synod of the Mid-Atlantic at the first meeting after receipt, that the Synod of the Mid-Atlantic enter the full Decision upon its minutes and that an excerpt from those minutes showing entry of the Decision be sent to the Stated Clerk of the General Assembly.

## Absences and Non-Appearances

Commissioners Terry Epling, Paul Hooker, and Kevin Nollette were excused from this meeting. Commissioner Sarah Thornburg was recused from this appeal and did not participate in the hearing or deliberations.

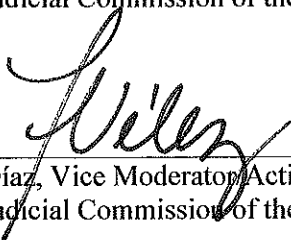
## Certificate

We certify that the foregoing is a true and correct copy of the Decision of the Permanent Judicial Commission of the General Assembly of the Presbyterian Church (U.S.A.) in Remedial Case 223-01, The Session of the First Presbyterian Church of Hendersonville, N.C., (Complainants/Appellants) v. The Presbytery of Western North Carolina (Respondent/Appellee) made and announced at Louisville, KY this 8th day of October, 2016.

Dated this 8th day of October, 2016.



Julia Henderson, Moderator  
Permanent Judicial Commission of the General Assembly



Flor Vélez-Díaz, Vice Moderator/Acting Clerk  
Permanent Judicial Commission of the General Assembly

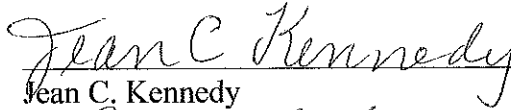
I certify that I did transmit a certified copy of the foregoing to the following persons by Federal Express Next Day Air, directing C. Laurie Griffith to deposit it in the mail at Louisville, KY, this 8th day of October, 2016.

Forrest Norman, Counsel for the Complainants/Appellants  
Greg Goodwiller, Counsel for the Respondent/Appellee  
Clerk of Session, First Presbyterian Church of Hendersonville, North Carolina  
Stated Clerk, Presbytery of Western North Carolina  
Stated Clerk, Synod of the Mid-Atlantic  
General Assembly Permanent Judicial Commission

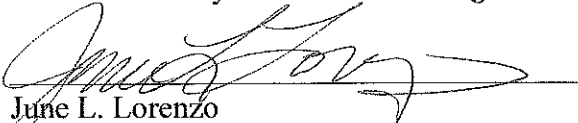
# STATED CLERK ATTACHMENT 8

## Concurrence of Jean C. Kennedy, June L. Lorenzo, and Susan C. McGhee

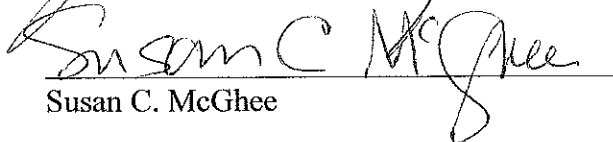
We concur with the Decision and Order of the GAPJC, save portions of the final paragraph of the decision. While we join this Commission in not reaching the preliminary question of standing, we do not agree with the recommendation for additional guidance on the provisions of G-4.0207.

  
\_\_\_\_\_  
Jean C. Kennedy

10-8-16  
Date

  
\_\_\_\_\_  
June L. Lorenzo

10-8-16  
Date

  
\_\_\_\_\_  
Susan C. McGhee

10/8/16  
Date