

### **Resolution Affirming the Disaffiliation of Salem United Methodist Church**

**WHEREAS**, Salem is a United Methodist Church (“Local Church”) located in Clarksville, Tennessee, Red River District, within the boundaries of the Tennessee Annual Conference (“Conference”); and

**WHEREAS**, Salem United Methodist Church has held a church conference, at which at least two-thirds (2/3) of the professing members present at the church conference of Local Church voted to disaffiliate from The United Methodist Church, for, among other factors, reasons of conscience regarding a change in the requirements and provisions of the *Book of Discipline* related to the practice of homosexuality or the ordination or marriage of self-avowed practicing homosexuals as resolved and adopted by the 2019 General Conference, or the actions or inactions of its annual conference related to these issues which follow,” and

**WHEREAS**, ¶ 2553 allows for disaffiliation under such circumstances, and requires the terms and conditions of a local church’s disaffiliation from The United Methodist Church, including the release of any church property from the trust imposed by the *Discipline* to be “memorialized in a binding Disaffiliation Agreement.”

**WHEREAS**, the attached agreement outlines the terms and conditions of disaffiliation of Salem United Methodist Church; and Salem United Methodist Church has satisfied (or will satisfy, prior to the disaffiliation date of July 1, 2021) all conditions outlined in the attached Disaffiliation Agreement, which Agreement will resolve all matters between the parties, consistent with the requirements of ¶ 2553 and Judicial Council Decision 1379.

**NOW, THEREFORE**, the Tennessee Annual Conference ratifies the attached Disaffiliation Agreement with Salem United Methodist Church, a/k/a Salem Community Church of Clarksville, Tennessee, Inc.

Submitted by: Rev. Pat Freudenthal, Red River District Superintendent

Date: February 9, 2021

**DISAFFILIATION AGREEMENT**  
**BY AND BETWEEN**  
**TENNESSEE CONFERENCE, UNITED METHODIST CHURCH, INC.**  
**AND THE**  
**SALEM COMMUNITY CHURCH OF CLARKSVILLE, TENNESSEE, INC.**  
**f/k/a SALEM UNITED METHODIST CHURCH**  
**DISAFFILIATION AGREEMENT PURSUANT TO ¶ 2553**

This Disaffiliation Agreement Pursuant to ¶ 2553 (“Disaffiliation Agreement”) is entered into this 10<sup>th</sup> day of June 2021, by and between Salem Community Church of Clarksville, Tennessee, Inc., f/k/a Salem United Methodist Church (“Local Church”) and Tennessee Conference, United Methodist Church, Inc. (“Annual Conference”).

WHEREAS, Local Church is a United Methodist church within the boundaries of Annual Conference.

WHEREAS, Local Church has held a church conference, in compliance with ¶¶ 246.8, 248, and 2553.2-.3 of *The Book of Discipline of The United Methodist Church* (“*Discipline*”), at which at least two-thirds (2/3) of the professing members present at the church conference of Local Church voted to disaffiliate from the United Methodist Church for , among other reasons, “reasons of conscience regarding a change in the requirements and provisions of the *Book of Discipline* related to the practice of homosexuality or the ordination or marriage of self-avowed practicing homosexuals as resolved and adopted by the 2019 General Conference, or the actions or inactions of its annual conference related to these issues which follow.”

WHEREAS, pursuant to ¶ 2501.1 of the *Discipline*, Local Church holds its real and personal, tangible and intangible property “in trust for The United Methodist Church and subject to the provisions of its *Discipline*.”

WHEREAS, property subject to ¶ 2501.1 “can be released from the trust, transferred free of trust or subordinated to the interests of creditors and other third parties only to the extent authority is given by the *Discipline*.” (¶ 2501.2)

WHEREAS, ¶ 2553 provides a specific circumstance in which property subject to ¶ 2501.1 can be released from the trust imposed by that paragraph.

WHEREAS, ¶ 2553.4 requires the terms and conditions of Local Church’s disaffiliation from The United Methodist Church to be “memorialized in a binding Disaffiliation Agreement.”

WHEREAS, Local Church and Annual Conference wish to (1) resolve all matters between them, and Local Church wishes to acquire from Annual Conference all of Annual Conference’s interest, on behalf of The United Methodist Church, in the real and personal, tangible and intangible property held by Local Church and (2) comply with the requirements of ¶ 2553 and Judicial Council *Decision* 1379.

NOW, THEREFORE, in consideration of the foregoing and all the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Local Church and Annual Conference agree as follows:

## DISAFFILIATION AGREEMENT

Page 2 of 9

1. Conditions Precedent. Local Church and Annual Conference acknowledge and agree:

i. *Church Conference Vote*. At least two-thirds (2/3) of the professing members present at a church conference of Local Church voted to disaffiliate from The United Methodist Church for, among other reasons, “reasons of conscience regarding a change in the requirements and provisions of the Book of Discipline related to the practice of homosexuality or the ordination or marriage of self-avowed practicing homosexuals as resolved and adopted by the 2019 General Conference, or the actions or inactions of its annual conference related to these issues which follow.” The Local Church has provided documentation, to the satisfaction of Annual Conference, which evidences the result of the disaffiliation vote taken at the church conference on or about April 18, 2020. Such documentation was certified by an authorized officer of Local Church and is attached hereto as “Exhibit A” to this Disaffiliation Agreement.

ii. *Annual Conference Vote*. This Disaffiliation Agreement must be “ratified by a simple majority of the members . . . present and voting” at a duly-called session of Annual Conference, as required by Judicial Council *Decision* 1379 and ¶ 2529.1b(3).

Should either of the above not occur, this Disaffiliation Agreement shall immediately become null and void.

2. Applicability of ¶ 2501. Local Church acknowledges and agrees that pursuant to ¶ 2501 of the *Discipline*, Local Church holds all property, real and personal, tangible and intangible, in trust for the benefit of The United Methodist Church.

3. Date of Disaffiliation. Should Local Church timely comply with all of its obligations as set forth herein, Local Church’s disaffiliation from The United Methodist Church will be effective on July 1, 2021 (“Disaffiliation Date”). Such Disaffiliation Date must be subsequent to the Annual Conference’s ratification referenced in Section 1 above.

4. Local Church’s Obligations. Unless a different date is specified, Local Church shall, by no later than the Disaffiliation Date, do the following:

a. *Payments*. Prior to the Disaffiliation Date, Local Church shall pay to Annual Conference, in a manner specified by Annual Conference, the following:

- i. Local Church shall have the right to retain its real and personal, tangible and intangible property without charge. Any costs relating to Local Church’s retention of its property will be borne by Local Church;
- ii. An unpaid current year Connectional Commitment based on the Annual Conference approved formula, totaling \$30,759.00;
- iii. An additional twelve (12) months of Connectional Commitment based on the Annual Conference approved formula, totaling \$30,759.00;
- iv. An amount equal to Local Church’s pro rata share, based on a ratio of church’s Connectional Commitment to the current year’s budget, of Annual

## DISAFFILIATION AGREEMENT

Page 3 of 9

Conference's unfunded pension obligations, based on Annual Conference's aggregate funding obligations as determined by the General Board of Pension and Health Benefits using market factors similar to a commercial annuity provider, totaling \$182,819.00; and

- v. The parties agree that there are no past due direct bill pension or health insurance payments owed.
- b. *Other Liabilities.* Local Church shall either satisfy all of its debts, loans, and liabilities, or assign or transfer such obligations to its new entity. Local Church must provide sufficient documentation of same to Annual Conference.
- c. *Intellectual Property.* Local Church shall cease all use of "United Methodist," the Cross & Flame insignia, and any other intellectual property of the denomination and Annual Conference, including the removal of all signage containing the same.
- d. *Group Tax Exemption Ruling.* As of the Disaffiliation Date, Local Church shall cease to use, and also shall ensure that any affiliates of Local Church which have been included in the group tax exemption ruling shall cease to use, any and all documentation stating that Local Church is included in the denomination's group tax exemption ruling administered by the General Council on Finance and Administration of The United Methodist Church. Local Church and any of its affiliates which have been included in the group tax exemption ruling will be removed as of the Disaffiliation Date.

5. Organizational Transition. Local Church shall take all steps necessary to close and/or dissolve any legal entities and to settle, liquidate, or transfer all assets and obligations of such entities, or to establish any new legal entities, or to modify its current organizing documents, as needed to effectuate its disaffiliation from The United Methodist Church to the satisfaction of Annual Conference. Local Church shall indemnify, defend, and hold harmless Annual Conference and its officers, directors, agents, and employees from any liability or costs (including reasonable attorney fees) resulting from any claim, action, or cause of action for damages to persons or property resulting from Local Church's failure to take all necessary steps as required by this Section 5.

6. Property. On the Disaffiliation Date, Local Church will have full ownership of the property and assets listed in "Exhibit B". The parties shall execute a separate disclaimer of interest agreement relative to the R.V. Ball Testamentary Trust for purposes of clarifying the grantor's intent and disclaiming any Annual Conference interest in that asset. The Annual Conference shall execute the quitclaim deed as to all real property currently held by Local Church, including the church property, parsonage property, parking lot, land adjoining the parking lot and cemetery property attached hereto as "Exhibit B-1". Local Church agrees to continue to maintain the cemetery property and to honor and recognize the rights of any individuals who have family members or loved ones interred at the cemetery located on any parcel of Local Church property and to grant them free access to the graves located on these properties. The parties shall ensure all necessary transfers or other transactions relating to the above properties are completed prior to the Disaffiliation Date. Any costs resulting from such transfers or other transactions shall be borne by Local Church. Annual Conference shall fully cooperate with Local Church, as needed and applicable, to ensure that such transfers and other transactions convey all of Annual Conference's interest – both for itself and on behalf of The United Methodist Church – in the real and personal,

## DISAFFILIATION AGREEMENT

Page 4 of 9

tangible and intangible property of Local Church. Annual Conference authorizes the Conference Board of Trustees to execute all documents necessary to effectuate the intent of this agreement.

7. Release of Claims. Upon the completion of all of their respective obligations herein, Annual Conference and Local Church, for themselves and their agents, representatives, members, trustees, employees, successors, attorneys, and assigns, hereby fully and forever covenant not to sue each other, and release and discharge each other, and their current and former trustees, officers, representatives, employees, and assigns, in both their official and individual capacities, from any liability for any and all causes of action and claims, including any statutory or common law cause of action, tort or contractual claims, any claims for attorneys' fees, expenses and all other damages, whether known or unknown, foreseen or unforeseen, which Annual Conference or Local Church ever had, now has, hereafter may have or claim to have against any of the above-named entities or persons in any way arising out of their relationship with each other. The parties further represent they have no pending lawsuit, charge, complaint, or other action against each other. Notwithstanding the foregoing releases and covenants not to sue, the parties may take action to enforce this Disaffiliation Agreement in any court where jurisdiction and venue are proper.

8. Time Limit. Should Local Church fail to satisfy all of its obligations set forth herein by December 31, 2023, this Disaffiliation Agreement shall be null and void.

9. Continuing as Plan Sponsor. Nothing in this Disaffiliation Agreement shall prevent Local Church, after the Disaffiliation Date, from continuing to sponsor benefit plans from the General Board of Pension and Health Benefits (Wespath) to the extent permitted by federal law, and provided that Local Church has not expressly resolved that it no longer shares common religious bonds with The United Methodist Church.

10. Non-Severability. If any provision of this Agreement is held illegal or unenforceable in a judicial proceeding, the parties shall have the opportunity of trying to reach agreement regarding the modification to such provision necessary to make it legal and enforceable and if such agreement is not reached, then if such provision is an essential element of this Disaffiliation Agreement, then the entire Disaffiliation Agreement shall be deemed to be null and void.

11. Governing Law and Venue. This Disaffiliation Agreement is executed and delivered in, and shall be governed exclusively by the laws of the State of Tennessee, without giving effect to any conflict of law rule or principal that might require the application of the laws of another jurisdiction. The parties agree to submit to the exclusive jurisdiction and venue of the courts found in Davidson County (Nashville), Tennessee, regarding any matters arising from or related to this Disaffiliation Agreement. The prevailing party in any such litigation shall also be entitled to its reasonable attorneys' fees and associated costs.

12. Entire Agreement. This Disaffiliation Agreement and its Exhibits constitute the entire agreement of whatsoever kind or nature existing between or among the parties with respect to the disaffiliation. Both parties acknowledge and agree that other than the Disclaimer of Interest Agreement entered by the parties regarding the Son's Trust, that they have no agreement of any kind, oral or written, outside the terms of this written Disaffiliation Agreement concerning the subject matter of this Disaffiliation Agreement and that any other agreements are superseded, terminated and replaced by the terms of this Disaffiliation Agreement. In executing this Disaffiliation Agreement, the parties are not relying on any inducements, promises or

## DISAFFILIATION AGREEMENT

Page 5 of 9

representations made by the other party, except as specifically set out in the terms of this Disaffiliation Agreement. The terms of this Disaffiliation Agreement are contractual and not merely a recital. The parties agree that this Disaffiliation Agreement cannot be revised or amended unless such revision and/or amendment is signed by the party to be bound.

13. Binding Agreement. This Disaffiliation Agreement and the covenants and agreements herein contained shall be binding upon and inure to the benefit of the parties hereto and their respective successors, and assigns.

14. Counterparts. This Disaffiliation Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

15. Notices. All notices permitted or required to be given under this Disaffiliation Agreement shall be in writing and shall be deemed duly given when received with reasonable proof of delivery, by overnight courier, by personal delivery or by certified mail, postage prepaid, return receipt requested by the Party and their attorney at the addresses set out below. Email shall not be considered a "writing" for notification purposes unless the receiving party and/or their attorney affirmatively acknowledge receipt of same by return email.

If to Annual Conference:            Tennessee Conference of the United Methodist  
304 S Perimeter Park Drive  
Nashville, TN 37211

with copies to:            Buerger, Moseley & Carson, PLC  
306 Public Square  
Franklin, TN 37064  
Attn: Lisa M. Carson, Esq.  
Phone:            (615) 794-8850  
E-Mail:            [lcarter@buergerlaw.com](mailto:lcarter@buergerlaw.com)

If to Local Church:            Salem Community Church of Clarksville, Tennessee, Inc.  
2269 7 Mile Ferry Road  
Clarksville, TN 37040

with copies to:            Bone McAllester Norton PLLC  
100 Bluegrass Commons II, Suite 2370  
Hendersonville, TN 37075  
Attn: George Phillips, Esq.  
Phone:            (615) 780-7988  
E-Mail:            [gphillips@bonelaw.com](mailto:gphillips@bonelaw.com)

[Signature Page Follows]

**DISAFFILIATION AGREEMENT**

Page 6 of 9

[Signature Page]

Representatives of Local Church:

**SALEM COMMUNITY CHURCH OF CLARKSVILLE, TENNESSEE, INC.**

By: David Adams  
**David H. Adams**  
Chairperson of the Executive Committee

Date: 5-25-21

By: Connie M. Hellums  
**Connie M. Hellums**  
Chairperson of the Trustees

Date: 5-25-21

Representatives of the Annual Conference:

**TENNESSEE CONFERENCE, UNITED METHODIST CHURCH, INC.**

By: \_\_\_\_\_  
District Superintendent

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Chair, Board of Trustees

Date: \_\_\_\_\_

**Exhibit A**  
**SECRETARY CERTIFICATION OF THE DISAFFILIATION VOTE**

[Attached]



**SECRETARY'S CERTIFICATE OF THE DISAFFILIATION VOTE  
OF THE  
MEMBERS OF THE SALEM UNITED METHODIST CHURCH**

I, Myranel Bryant, as the undersigned Secretary of the Salem United Methodist Church ("Church") certify that I was the duly appointed Secretary of the Church when the vote of the Church members was taken to disaffiliate from United Methodist Church.

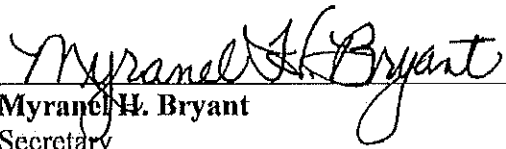
I can certify that the following events transpired as described:

1. The Church Council and members of Salem United Methodist Church met on Sunday, March 15, 2020, for a presentation by the Separation Team concerning options for remaining or disaffiliating with the United Methodist denomination. Following the presentation and discussion, Mr. Alfred Byard made a motion to conduct an official vote of the membership on whether or not to disaffiliate. The motion passed. The date for this vote was set for Saturday, April 18.

2. On April 1, 2020, all the Church members were mailed a letter explaining the options that had been presented at the March 15, 2020 meeting and informing them that those present had approved an official Church-wide vote on whether or not to disaffiliate. Included in this mailing were instructions on when, where, and how the vote would be conducted. Numerous reminders through the bulletin, emails, texts, and public announcements were made following the letter.

3. On Saturday, April 18, 2020, the Church members participated in a "drive-up" voting process. Because of the pandemic, members remained in their vehicles, drove up on one side entrance of the church, and were met by members of the separation team in masks and gloves. Once the team received a completed information card from the member and checked the roll to confirm their membership, the member was handed a ballot on which they either marked, "Yes," to disaffiliate, or "No," to not disaffiliate. After marking their ballot, they drove around to the opposite side of the church building and placed their ballot in a closed box held by a separation team member.

4. As recommended by our Parish Nurse, the ballots were not touched for three days, but were locked in the church's safe. On Tuesday, April 21, separation team members, David Adams, Susan Austin, Alfred Byard, Myranel Bryant, Kathleen Hayes, and Jerry Wright, met to count the votes. There were 128 ballots cast. Two voted "No;" one voted "Undecided;" one left their ballot blank, three non-professing members voted "Yes," but were not counted, and 121 voted "Yes," to disaffiliate.

  
\_\_\_\_\_  
Myranel H. Bryant  
Secretary  
Salem United Methodist Church

**SECRETARY'S CERTIFICATE OF THE DISAFFILIATION VOTE  
OF THE MEMBERS OF THE SALEM UNITED METHODIST CHURCH.**

Page 2 of 3

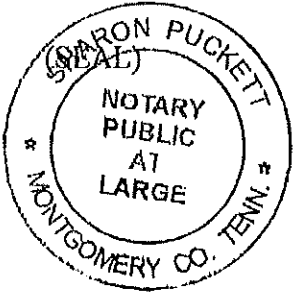
STATE OF TENNESSEE        )  
  )  
COUNTY OF MONTGOMERY    )

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared, **Ms. Myranel H. Bryant**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged herself to have been the **Secretary of Salem United Methodist Church**, during the events set out herein and certifies on the basis of her personal knowledge such events took place as set above.

Witness my hand and seal, at office in Clarksville, Tennessee, this 25<sup>th</sup> day of May 2021.

Sharon Puckett  
Notary Public

My commission expires: 9-11-23



## **Exhibit B**

### **LIST OF PROPERTY AND ASSETS TRANSFERRED TO THE LOCAL CHURCH**

#### **I. REAL PROPERTY**

1. Church Sanctuary  
2269 Seven Mile Ferry Road, Clarksville, TN 37040
2. Parsonage House  
2275 Seven Mile Ferry Road, Clarksville, TN 37040
3. Parking Lot with adjoining unimproved land.  
Seven Mile Ferry Road at the intersection with Salem Ridge Road, Clarksville, TN 37040
4. Salem Cemetery  
Salem Cemetery Road  
Off of Huggins Road, Clarksville, TN 37040

#### **II. BANK and TRUST ACCOUNTS**

1. Farmers and Merchants Bank
  - i. SUMC Operating Account: #9702908
  - ii. SUMC Designated Account: #9702918
  - iii. SUMC Designated Savings Account: #9702913
2. LPL Financial (Mr. Robin Davis)
  - i. Son's Trust

#### **III. PERSONAL PROPERTY**

All personal property of every description located at the addresses set out in Section I above, including but not limited to furniture, machinery and equipment. Notwithstanding the foregoing, the Local Church will provide on or before June 10, 2021, to the Annual Conference originals or copies of historical documents with the Local Church to as may exist and be reasonably found, including (i) the most recent list of the Church Members solely for historical purposes and (ii) any minutes from the Annual Charge Conference with the District Director, that were drafted and kept where they can be found. The parties agree that the Local Church shall distribute the United Methodist Church hymnals to other United Methodist Churches in the area that may need or request such hymnals with confirmation of such distribution on or before December 31, 2021 upon request. The Local Church confirms that except for the hymnals, it has removed from the Local Church property any item or signage bearing the intellectual property of Methodist Church, including the Cross and Flame.

**Exhibit B-1**  
**QUITCLAIM DEED**

[Attached]

This Instrument Prepared By:  
George J. Phillips, Esq.  
BONE MCALLESTER NORTON PLLC  
100 Bluegrass Commons Blvd, Suite 2370  
Hendersonville, Tennessee 37075  
615.822.8822

**QUITCLAIM DEED**

<b>Address New Owner(s)</b>	<b>Send Tax Bills To:</b>	<b>Map &amp; Parcel Nos.:</b>
Salem Community Church of Clarksville, Tennessee, Inc. 2269 Seven Mile Ferry Road Clarksville, TN 37040-8017	New Owner	102-064.01 102-064.02 102-057.04 102-058.00 102-058.01 102-010.05

FOR AND IN CONSIDERATION of the promises contained herein and other good and valuable consideration, Tennessee Conference, United Methodist Church, Inc., a Tennessee non-profit religious corporation (the "**Grantor**"), does hereby quitclaim, transfer and convey to the Salem Community Church of Clarksville, Tennessee, Inc., a Tennessee non-profit religious corporation (the "**Grantee**"), all of Grantor's interest right, title and interest in and to the following described property, said property being certain tracts or parcels of land in the County of Montgomery, State of Tennessee, and more particularly described in **Exhibit A**, attached and incorporated herein ("**Real Property**").

The legal descriptions contained in **Exhibit A** are the same as those contained in the previous deeds of record, and are subject to any and all plats, easements, restrictions, and other matters of records.

This transfer is by quitclaim and Grantor makes no warranties about the title or condition of the property. This deed is prepared on information provided by the Grantee and no examination has been made by the Preparer. The Real Property is subject to liens and encumbrances of record.

The Grantor specifically disclaims any interest in the Real Property and any personal property located on the Real Property, and releases the Real Property, and any personal property located on such Real Property, from the provisions of any trust existing in favor of the United Methodist Church, arising from or related to ¶ 2501 of the *Book of Discipline of The United Methodist Church* or arising from any other source.

Additionally, the Grantor approves the Trustees of the Salem United Methodist Church also executing a separate quitclaim deed to the Grantee since the parcels making up the Real Property are currently held variously in the names of the Trustees of the Salem United Methodist Church, the Salem United Methodist Church and the Salem Methodist Episcopal Church, South

(the Salem United Methodist Church being the successor to the Salem Methodist Episcopal Church resulting from the unification in 1939 of the Methodist Protestant Church and the Methodist Episcopal Church, South to form the Methodist Church, that in 1968 was merged with the Evangelical United Brethren Church to form the United Methodist Church.

The quitclaim deed on behalf of the Trustees of Salem United Methodist Church was recorded with the Montgomery County, Tennessee Register of Deeds on the \_\_\_\_ day of June 2021 at ORBV#\_\_\_\_\_, Page #\_\_\_\_\_.

IN TESTIMONY WHEREOF, Grantor has executed this deed on the \_\_\_\_ day of June 2021.

**TENNESSEE CONFERENCE, UNITED METHODIST CHURCH, INC.**

By: \_\_\_\_\_ Date \_\_\_\_\_  
Officer, Board of Trustees

By: \_\_\_\_\_ Date \_\_\_\_\_  
Officer, Board of Trustees

STATE OF TENNESSEE )  
COUNTY OF \_\_\_\_\_ )

Before me, the undersigned, of the state and county aforesaid, personally appeared \_\_\_\_\_ and \_\_\_\_\_, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged themselves to be duly elected Members of the Board of Trustees of the Tennessee Conference, United Methodist Church, Inc., the within named bargainor, and that they executed the foregoing instrument for the purposes therein contained, by signing the name of the entity by himself/herself as \_\_\_\_\_.

WITNESS my hand and seal, at the office in \_\_\_\_\_, Tennessee, this \_\_\_\_ day of June 2021.

\_\_\_\_\_  
NOTARY PUBLIC

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

STATE OF TENNESSEE )  
COUNTY OF \_\_\_\_\_ )

The actual consideration for this transfer of property is \$-0-.

\_\_\_\_\_  
Affiant

Sworn to and subscribed before me

This \_\_\_\_ day of \_\_\_\_\_, 2021.

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

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

## EXHIBIT A

### Legal Description

#### **TRACT I:**

(Map/Parcel 102-064.01) – Salem Cemetery Rd.

Certain realty situated in the 17<sup>th</sup> Civil District of Montgomery County, Tennessee, and bounded and described as follows:

Beginning at a snarled poplar tree near the southeast corner of Salem Cemetery; thence in a southerly direction 160 feet, more or less, mostly with a fence, to an iron stake 4 feet north of a marked hickory; thence south 76-1/2 degrees west 292 feet, more or less; thence north 160 feet, more or less; thence north 76-1/2 degrees east 292 feet, more or less, to the beginning, containing 1.0594 acres, more or less.

Being the same property conveyed to Winston, Newberry, Lee Tinsley, Henry Penna, Sheron York, Becky Stapp and Andres Abernathy, as Trustees of the Salem United Methodist Church by deed from Harold R. Sinks and wife, Dorothy H. Sinks, of record in Volume 411, page 962, Register's Office of Montgomery County, Tennessee.

#### **TRACT II:**

(Map/Parcel 102-064.02) – Salem Cemetery Rd.

Being property located in the 17th Civil District of Montgomery County, Tennessee, being bounded on the North by the Brenda Klingler property, as recorded in Volume 727, Page 425, in the Register's Office of Montgomery County, Tennessee (R.O.M.C.T.), being bounded partially on the north and east by the Paul Neblett, et al property as recorded in Volume 1366, Page 425, R.O.M.C.T., being bounded partially on the east by the David Hinton, Etux property, as recorded in Volume 678, Page 137 and Volume 1008, Page 2823, R.O.M.C.T., being bounded on the South by the Salem United Methodist Church Trustees property, as recorded in Volume 411, Page 962, R.O.M.C.T., bounded on the West by Salem Cemetery Road (50' right-of-way) and being more particularly described as follows;

Commencing at the southeast corner of Tract 3 of the Neblett and Klingler property, thence, South 84 degrees 52 minutes 22 seconds East, a distance of 50.35 feet to an iron pin (set), said pin being the southwest corner of herein described property and the True Point of Beginning; thence, with the easterly margin of Salem Cemetery Road (50' right-of-way), North 00 degrees 11 minutes 22 seconds East, a distance of 50.71 feet to a 5/8 inch iron pin (set); thence, continuing with Salem Cemetery Road, on a curve to the right, having a radius of 802.50 feet, a chord bearing of North 12 degrees 38 minutes 42 seconds East, a chord distance of 104.74 and an arc length of 104.81 feet to an iron pin set at the southwest corner of the Klingler property; thence, with the Klingler property, South 85 degrees 13 minutes 04 seconds East, passing an iron pin (found) with Weakley



cap at 197.89 feet, for a total distance of 240.19 feet to a 5/8 inch iron pin (set) with Byrd cap, said pin being the northeast corner of heron described property; thence, with the Neblett and Klingler property, South 18 degrees 35 minutes 14 seconds West, passing an iron pin (set), Hinton's corner, at 126.43 feet, for a total distance of 160.20 feet to an iron pin (set), said pin being the southeast corner of herein described property; thence, with the Salem United Methodist Church Trustees property, North 84 degrees 52 minutes 23 seconds West, a distance of 212.39 feet to the Point of Beginning, containing 35,767 square feet, more or less or 0.82 acres, more or less according to a survey dated January 23, 2011 by John T. Darnall of Byrd Surveying, Inc., located at 230 West Dunbar Cave Road, Clarksville, TN.

This property is subject to all easements and restrictions of record and not of record.

Being the same property conveyed to Salem United Methodist Church Trustees by deed from Paul E. Neblett of record in Volume 1395, page, 782, Register's Office of Montgomery County, Tennessee.

**TRACT III:**

(Map/Parcel 102-057.04) – Seven Mile Ferry Rd.

**Parcel I:**

the following described property, being situated and located in the Seventeenth (17th) Civil District of Montgomery County, Tennessee, to wit:

Beginning at an iron pin in the South right-of-way line of Salem Ridge Road, located South 74 Degrees 51 Minutes 52 Seconds West, a distance of 181.95 feet from the center line point of intersection of Salem Ridge Road and Seven Mile Ferry Road, and thence leaving the road and running with the Salem Church parking lot's west boundary, South 20 Degrees 51 Minutes 47 Seconds East, a distance of 289.14 feet to an iron pin; Thence North 87 Degrees 51 Minutes 47 Seconds East, a distance of 384.15 feet to an iron pin; Thence with the west right-of-way line of Seven Mile Ferry Road, South 47 Degrees 17 Minutes, 22 Seconds East, a distance of 133.11 feet to an iron pin; Thence, leaving the road on a new line, South 52 Degrees 36 Minutes 53 Seconds West, a distance of 627.20 feet to an iron pin; Thence with Albert E. Griffey's East line North 20 Degrees 28 Minutes 43 Seconds West, a distance of 732.77 feet to an iron pin; Thence with the South right-of-way of Salem Ridge Road on a curve to the right, having a radius of 1103.63 feet, a delta angle of 9 Degrees 4 minutes 51 Seconds, a length of 174.92 feet, and a chord of 174.73 feet on a bearing of North 76 Degrees 44 Minutes 4 Seconds East to the point of beginning, containing 5.010 acres, plus or minus, according to the survey by Michael G. Abernathy, 2176 Bend Road, Clarksville, Tennessee, dated June 21, 2000.

Being the same property conveyed to Salem United Methodist Church by deed from Susan E. Rodriguez of record in Volume 1369, page 1562, Register's Office of Montgomery County, Tennessee.

**Parcel II:**

Being situated and located in the Seventeenth (17<sup>th</sup>) Civil District of Montgomery County, Tennessee, to wit:

BEGINNING AT AN IRON PIN IN THE WEST RIGHT-OF-WAY OF SEVEN MILE FERRY ROAD, LOCATED SOUTH 46 DEGREES 7 MINUTES 34 SECONDS EAST, A DISTANCE OF 567.39 FEET FROM THE CENTERLINE POINT OF INTERSECTION OF BEND ROAD AND SEVEN MILE FERRY ROAD, AND CONTINUING THENCE WITH THE WEST RIGHT-OF-WAY OF SEVEN MILE FERRY ROAD, SOUTH 47 DEGREES 06 MINUTES 55 SECONDS EAST, A DISTANCE OF 231.27 FEET TO THE POINT OF CURVATURE; THENCE WITH A CURVE TURNING TO THE RIGHT WITH A RADIUS OF 522.32 FEET, A DELTA ANGLE OF 40°30'16", AN ARC LENGTH OF 369.25 FEET, A CHORD BEARING OF SOUTH 26 DEGREES 51 MINUTES 47 SECONDS EAST, AND A CHORD OF 361.60 FEET TO AN IRON PIN; THENCE LEAVING THE ROAD AND RUNNING WITH SUSAN E. RODRIGUEZ'S LINE, SOUTH 85 DEGREES 14 MINUTES 19 SECONDS WEST, A DISTANCE OF 208.75 FEET TO AN IRON PIN; THENCE, SOUTH 04 DEGREES 53 MINUTES 20 SECONDS EAST, A DISTANCE OF 161.15 FEET TO AN IRON PIN; THENCE ON A NEW LINE, SOUTH 85 DEGREES 47 MINUTES 05 SECONDS WEST, A DISTANCE OF 518.74 FEET TO AN IRON PIN AT A FENCE CORNER; THENCE WITH ALBERT E. GRIFFEY'S EAST LINE, NORTH 20 DEGREES 47 MINUTES 09 SECONDS WEST, A DISTANCE OF 337.08 FEET TO AN IRON PIN; THENCE WITH THE SOUTH LINE OF SALEM UNITED METHODIST'S 5 ACRE TRACT, NORTH 52 DEGREES 36 MINUTES 53 SECONDS EAST, A DISTANCE OF 627.26 FEET TO THE POINT OF BEGINNING, CONTAINING 8.169 ACRES, PLUS OR MINUS, ACCORDING TO A SURVEY BY MICHAEL G. ABERNATHY, 2176 BEND ROAD, CLARKSVILLE, TENNESSEE, 37040

Being a portion of the property owned by David J. Rodriguez and Susan E. Rodriguez recorded in Official Record Book Volume 920, page 385, Register's Office for Montgomery County, Tennessee and subsequently conveyed to Susan E. Rodriguez by Final Decree of Divorce on August 27, 2004, in the Circuit Court for Montgomery County, Tennessee, bearing Docket No. 50300915.

Being the same property conveyed to Salem United Methodist Church by deed from Susan E. Rodriguez of record in Volume 1418, page 1970, Register's Office of Montgomery County, Tennessee.

**TRACT IV:**

(Map/Parcel 102-058.00) – 2269 Seven Mile Ferry Rd.

**Parcel I:**

All that tract of land situated in 17<sup>th</sup> Civil District of Montgomery County and State of Tennessee described as follows, to-wit:

Beginning at A.P. Irbys NW corner and runs west 32 poles to a stone, thence South 18 degrees East 18 poles to a red oak tree, thence East 33 poles to a stone in A.P. Irbys West line, thence with Irby's line to the beginning, containing about three and five eights acres, more or less.

And being the same property conveyed to the Trustees of the Salem Methodist Episcopal Church South of Antioch Circuit by deed of record in Book 29, page 152, said Register's Office.

**Parcel II:**

BEGINNING at an iron pin located in the northwest corner of property owned by the Grantee herein, said point of beginning also being located in the northeast margin of Seven Mile Ferry Road; thence with the margin of said road, north 49 degrees, 40 minutes, 53 seconds west, 26.96 feet to an iron pin; thence on a curve to the right, having a central angle of 103 degrees, 47 minutes, 17 seconds, a radius of 25.00 feet, a tangent of 31.8768 feet, a distance of 45.29 feet to an iron pin located in the southwest margin of Bend Road; thence with the southwest margin of same, north 54 degrees, 06 minutes, 24 seconds east, 234.36 feet to an iron rod located in James R. Lee's northwest corner; thence with Lee's west line as follows: south 17 degrees, 23 minutes, 35 seconds west, 111.54 feet to an iron pin; thence on a curve to the right, having a central angle of 59 degrees, 39 minutes, 11 seconds, a radius of 110.5019 feet, a tangent of 63.353 feet, a distance of 67.1541 feet to an iron pin located in the northeast corner of the Grantee's property; thence with Grantee's northwest line on a curve to the right, having a central angle of 24 degrees, 50 minutes, 00 seconds, a radius of 110.5019 feet, a tangent of 24.3291 feet, a distance of 47.8941 feet to an iron pin; thence south 77 degrees, 02 minutes, 46 seconds east, 58.28 feet to the point of beginning, containing 0.3653 acres, more or less, according to the survey of Monroe Elliott dated June 19, 1986.

Being the same property conveyed to Trustees of the Salem United Methodist Church by deed from Lewis R. Walker and wife, Sandra Walker, of record in Volume 373, page 1779, Register's Office of Montgomery County, Tennessee.

**TRACT V:**

(Map/Parcel 102-058.01) – Seven Mile Ferry Rd.

located in the 17th Civil District, Montgomery County, Tennessee, to-wit:

Beginning at an iron rod, said iron rod being situated in the northeast margin of Seven Mile Ferry Road, 500 feet ± from the intersection of Seven Mile Ferry Road and the Salem Ridge Road as measured along the northeasterly margin of the Seven Mile Ferry Road; thence N 87° 50' 01" E, 87.70 feet to an iron rod; thence N 24° 22' 30" W, 267.47 feet to an iron rod; thence N 88° 41' 42" E, 380.63 feet to an iron rod; thence S 42° 42' 38" W, 442.62 feet to an iron rod in the northeasterly margin of Seven Mile Ferry Road; thence with the northeasterly margin of Seven Mile Ferry Road, N 47° 17' 22" W, 63.58 feet to the point of beginning, and containing 1.2317 acres more or less, according to the surveys of Monroe Elliott dated 7/2/85 and 6/7/85.

And being the same property conveyed to Trustees of The Salem United Methodist Church by deed from Paul E. Neblett and wife, Ruth J. Neblett of record in Volume 360, page 2315, Register's Office for Montgomery County, Tennessee.

**TRACT VI:**

(Map/Parcel 102-010.05) – Bend Rd.

Situated in the Seventeenth (17th) Civil District of Montgomery County, Tennessee, to-wit:

Beginning at an iron pin, said iron pin being located in the south right of way line of Bend Road, said point of beginning being 386.91 feet southwest of the intersection of Bend Road and Huggins Road as measured along the south right of way line of said Bend Road; thence leaving the said Bend Road south 50 degrees 10 minutes 57 seconds east 394.39 feet to an iron rod; thence south 88 degrees 10 minutes 18 seconds west 380.64 feet to an iron rod; thence south 88 degrees 41 minutes 42 seconds west 151.84 feet to an iron rod; thence north 37 degrees 47 minutes 14 seconds west 24.10 feet to an iron rod; thence on a curve to the right, said curve having a radius of 110.50 feet, a tangent of 34.65 feet, a chord bearing of north 34 degrees 47 minutes 56 seconds east and a length of 67.15 feet to an iron rod; thence north 17 degrees 23 minutes 35 seconds east 111.54 feet to an iron rod, said iron rod being located in the south right of way line of Bend Road; thence with the said south right of way line of Bend Road north 54 degrees 06 minutes 42 seconds east 37.20 feet to an iron rod; thence north 65 degrees 01 minutes 25 seconds east 157.61 feet to the point of beginning and containing 1.9282 acres, more or less, all according to a survey dated April 2, 1988 and revised March 17, 1989, by Monroe Elliott, Registered Land Surveyor.

Being the same property conveyed to Trustees of the Salem United Methodist Church by deed from Gregory D. Lee of record in Volume 421, page 601, Register's Office of Montgomery County, Tennessee.