

**DISAFFILIATION AGREEMENT PURSUANT TO ¶ 2553  
BY AND BETWEEN  
THE NORTH CAROLINA CONFERENCE  
AND**

**UNITED METHODIST CHURCH**

This Disaffiliation Agreement (“Disaffiliation Agreement”) pursuant to ¶ 2553 of *The Book of Discipline of The United Methodist Church 2016* (“*The Book of Discipline*”) is entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between **The Board of Trustees of the North Carolina Conference, Southeastern Jurisdiction, of the United Methodist Church, Inc.**, with a mailing address of 700 Waterfield Ridge Place, Garner, NC 27529 (“Annual Conference”), and \_\_\_\_\_ **United Methodist Church**, with a mailing address of \_\_\_\_\_ (“Local Church”).

**WITNESSETH:**

WHEREAS, the Annual Conference is an annual conference of The United Methodist Church as described in Part I, Division Two, Section VI, of the Constitution of The United Methodist Church, set forth in ¶¶ 32 through 41 of *The Book of Discipline*; and

WHEREAS, Local Church is a United Methodist church located within the boundaries of the Annual Conference, established by the Annual Conference, and subject to the provisions of *The Book of Discipline* and the rules of the Annual Conference; and

WHEREAS, the General Conference of The United Methodist Church, meeting in February, 2019, added a new ¶ 2553 to *The Book of Discipline* granting a limited right for a local church to disaffiliate from The United Methodist Church over issues related to human sexuality; and

WHEREAS, ¶ 2553 of *The Book of Discipline* requires the terms and conditions of any local church’s disaffiliation to be memorialized in a binding Disaffiliation Agreement consistent with the provisions of that paragraph. The General Council on Finance and Administration of The United Methodist Church (“GCFA”) was charged with developing a standard form agreement to protect The United Methodist Church as set forth in ¶ 807.9 of *The Book of Discipline*, and annual conferences are permitted to develop additional, standard terms not inconsistent with GCFA’s standard form; and

WHEREAS, “the disaffiliation agreement [must] be ratified by a simple majority of the members of the annual conference present and voting” to be effective, as required by Judicial Council Decision 1379; and

WHEREAS, Local Church has held a church conference, in compliance with ¶¶ 246.8, 248, and 2553.2-.3 of *The Book of 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 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, pursuant to ¶ 2501.1 of *The Book of 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*,” and

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 Book of Discipline*” (¶ 2501.2); and

WHEREAS, ¶ 2553 provides a specific process by which the Annual Conference can release property subject to ¶ 2501.1 from the trust imposed by that paragraph once all the requirements of ¶ 2553 and the Disaffiliation Agreement entered into by the parties have been satisfied; and

WHEREAS, ¶ 2553.4 permits the Board of Trustees of the Annual Conference, with the advice of the cabinet, the annual conference treasurer, the annual conference benefits officer, the director of connectional ministries, and the annual conference chancellor, to establish additional, standard terms that are not inconsistent with the standard form of said paragraph for a local church to disaffiliate, which terms shall be memorialized in the binding Disaffiliation Agreement; and

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:

1. Conditions Precedent. Local Church and Annual Conference acknowledge and agree:
  - a. *Church Conference Vote*. At least two-thirds (2/3) of the professing members present at a church conference of Local Church must vote to disaffiliate from The United Methodist Church “for 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 church conference vote on disaffiliation must be taken by written ballot. Local Church must provide documentation, to the satisfaction of Annual Conference, which evidences the result of the disaffiliation vote taken at the church conference. Such documentation must be certified by an authorized officer of Local Church and is attached to this Disaffiliation Agreement and labeled as “Exhibit A.”
  - b. *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. Mutual Recognition. Annual Conference and Local Church hereby acknowledge and recognize one another based on the following commitments:

- a. Each recognizes Christ in the other and agrees that Annual Conference and Local Church and their respective members are constituent members of the one, holy, catholic and apostolic church as expressed in the Scriptures, confessed in the Church's historic creeds, and attested to in our common doctrinal standards rooted in our shared history;
- b. Though Annual Conference and Local Church have agreed to part ways, each acknowledges that the other is seeking to faithfully discern the will, and actively participate in the ministry, of Christ, and each commits to look for the fruit of God's Spirit in the ministry and mission of the other;
- c. When Jacob and Laban parted ways after being one family for decades, they did so by saying, "The Lord watch between you and me, when we are absent one from the other, ... remember that God is witness between you and me." (Genesis 31:49-50). When disagreements would arise over the years between Jacob and Laban, they would part by saying these words to one another so that God would watch over how they regarded, related to and spoke about one another. In this parting of the ways, Annual Conference and Local Church similarly ask that the Lord watch over both parties, and both parties pledge to treat and speak about each other as a witness to the world that though we disagree, we recognize and affirm God's grace and blessing and will refrain from words and actions that seek to undermine one another's ministry.
- d. Each party agrees that it will faithfully and carefully follow doctrinal standards consistent with the Articles of Religion of The Methodist Church, the Confession of Faith of the Evangelical United Brethren Church, and the General Rules of the Methodist Church, as set out in § 104 of the UM Discipline.

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

4. 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 \_\_\_\_\_, 20\_\_\_\_ ("Disaffiliation Date"). Such Disaffiliation Date must be subsequent to the Annual Conference's ratification referenced in Section 1 above.

5. 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. Except to the extent set forth herein, Local Church shall have the right to retain its real and personal, tangible and intangible property without charge. If and to the extent any property, including real or personal property, endowments, memorial bequests or donations, is restricted to ownership by a United

Methodist-affiliated entity or to use for a United Methodist purpose, or if the property is subject to a reverter clause that would be triggered by the contemplated transfer, Local Church and Annual Conference shall negotiate in good faith to reach an appropriate arrangement with regard to the ownership of such property that takes into account the specific circumstances and interests of all involved parties. All costs relating to Local Church's retention of its property pursuant to this Subsection 5(a)(i) will be borne by Local Church.

- ii. Any unpaid apportionments for the twelve (12) months immediately prior to the Disaffiliation Date, as calculated by Annual Conference, totaling \$ \_\_\_\_\_ (less any apportionment remittances during the twelve months preceding the effective date);
  - iii. An additional twelve (12) months of apportionments, as calculated by Annual Conference, totaling \$ \_\_\_\_\_;
  - iv. An amount equal to Local Church's pro rata share, as determined by Annual Conference, of Annual Conference's unfunded pension obligations, based on the 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 \$ \_\_\_\_\_;
  - v. Any prior year pension and health insurance outstanding balances, as recorded in the permanent records of the Annual Conference's Board of Pension and Insurance Committee, totaling \$ \_\_\_\_\_ (as of \_\_\_ / \_\_\_ / \_\_\_);
  - vi. Prior to the Disaffiliation Date, Local Church shall notify in writing any Annual Conference- or United Methodist Church-affiliated individuals or entities to which it has any current financial obligations of its plans to disaffiliate and the expected Disaffiliation Date, including without limitation Annual Conference's affiliated United Methodist Foundation, Inc., Board of Missions, Inc., and The General Board of Global Ministries of The United Methodist Church ("Releasees"). Prior to the Disaffiliation date, Local Church shall:
    - 1) Release Releasees from their guarantees or pledges or commitments to make future payments or grants to Local Church of any kind; and
    - 2) Repay Releasees the outstanding balance of any loan or indebtedness due to Releasees, and provide notice to Annual Conference that such loan has been repaid.
- 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. The Annual Conference shall inform GCFA's Legal Services Department ([legal@gcfa.org](mailto:legal@gcfa.org)) of the Disaffiliation Date, and Local Church and any of its affiliates which have been included in the group tax exemption ruling will be removed as of said date.
- e. *Indemnification.* Local Church shall defend, hold harmless and indemnify Annual Conference and its affiliates and their respective officers, trustees, directors, employees and agents, members, attorneys and assigns and affiliates ("Indemnitees"), against any and all claims, liabilities, damages or judgments asserted against, imposed upon, or incurred by Indemnitees, including reasonable attorneys' fees, that result from, arise out of, or relate to (a) any failure by Local Church to comply with any terms and conditions of this Agreement; and (b) any other acts or omissions of Local Church or its successor entities, or their agents, officers, representatives, members, trustees, directors, employees, attorneys or assigns, at any time prior to or subsequent to the Disaffiliation Date. This right of indemnity for actions of Local Church before the Disaffiliation Date includes, but is not limited to, any claim or liability that arises from claims against an Annual Conference due to the relationship of Local Church to a Boy Scout Unit, sexual harassment or assault allegations, boundary line or property use disputes, employment issues, negligence, tax matters, etc. The obligations imposed upon Local Church by this paragraph shall be contingent upon Annual Conference giving prompt notice to Local Church of any claim asserted against Annual Conference, providing Local Church with all necessary information and affording Local Church the opportunity to participate in the defense of the claim in timely fashion. Local Church shall keep Annual Conference reasonably informed regarding the status of any third-party claim and shall provide Annual Conference with any information or data reasonably requested by Annual Conference in connection with the handling and defense of such third-party claim.
- f. *Insurance Coverage.* Local Church, its successors and assigns shall be responsible for maintaining insurance that covers Local Church, its officers, trustees, directors, employees, volunteers and agents, and their activities on Local Church's behalf ("Local Church Insureds") for all relevant times prior to the transfer, including coverage for property, casualty, automobile, worker's compensation, sexual misconduct, and professional malpractice ("Liability Insurance Coverage"), at no less than the levels of coverage recommended by Annual Conference for local United Methodist churches of the size and circumstances comparable to those of Local Church. Local Church shall provide Annual Conference with certificates of such insurance coverage prior to the Disaffiliation Date. If available for a commercially reasonable price, Local Church shall purchase a reporting endorsement or "tail end coverage" for all Liability Insurance Coverage that continues and maintains such coverage, either in the form of prior acts coverage or as a tail policy, sufficient to cover Local Church Insureds for the period

prior to the Disaffiliation Date, and shall provide certificates of insurance for the same to Annual Conference.

- g. *Remnant Congregation.* Local Church shall cooperate with Annual Conference prior to the Disaffiliation Date in the Annual Conference's evaluation of the viability of any remnant of Local Church of those members who may not wish to disaffiliate, and the transfer of those members to other United Methodist churches. Such cooperation shall include, without limitation, providing Annual Conference with: (a) access to Local Church records concerning the church conference at which the disaffiliation vote was taken; (b) access to church records, membership rolls and contact information for all Local Church members; (c) the right to contact all Local Church members and to enter Local Church property at any time to speak with members; and (d) the right to call and conduct a meeting at Local Church, without interference of any kind, of those members who may wish to remain in the United Methodist connection.
- h. *Local Church Records, Archives, and Cemeteries.*
  - i. Local Church shall transfer to Annual Conference said Local Church's archives and records in accordance with ¶ 2549.4 of *The Book of Discipline* and any successor paragraphs relating to closed United Methodist churches. Such records shall include, without limitation, church archives, membership rolls, contents of the cornerstone, other official and legal papers such as all trustee, committee, council and conference meeting minutes, and historical documents related to funerals, baptisms, and weddings.
  - ii. If Local Church has a cemetery or columbarium, Local Church agrees to properly maintain the same after disaffiliation, to comply with all applicable laws and regulations, and to permit continued access by visitors for any proper purpose, including without limitation the families and loved ones of United Methodist and other decedents whose remains are interred there.
- i. *Binding Effect.* The parties hereto agree that the terms and conditions of this Disaffiliation Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors, agents, officers, representatives, members, trustees, directors, employees, attorneys and assigns.
- j. *Governing Law.* This Disaffiliation Agreement shall be interpreted, construed and enforced in accordance with the internal laws of the State of North Carolina without giving effect to any choice or conflict of law provision or rule (whether of the State of North Carolina or any other jurisdiction).
- k. *Venue.* The venue for any civil litigation between the parties hereto arising out of or resulting from this Disaffiliation Agreement is Wake County, North Carolina, and the parties hereto irrevocably submit themselves to the jurisdiction of the General Court of Justice in Wake County, North Carolina, and waive any right that they have or may have to any other jurisdiction.

1. *Entire Agreement.* This Disaffiliation Agreement and the agreements and documents referred to herein set forth the entire understanding of the parties and supersede all prior agreements, whether oral or written, pertaining to the subject matter hereof and thereof. No provision of this Disaffiliation Agreement shall be modified except by a written instrument duly signed and acknowledged by each of the parties hereto.
- m. *Survival.* The provisions of Sections 5.j., 5.k., 5.l., 5.m., and 11 shall survive the termination of this Disaffiliation Agreement for any reason.
6. Organizational Transition. Local Church shall take all steps necessary, as of the Disaffiliation Date, to the satisfaction of Annual Conference:
  - a. To close or dissolve any legal entities related to Local Church;
  - b. To establish one or more new legal entities to effectuate its disaffiliation from The United Methodist Church; and
  - c. To settle, liquidate, or transfer all obligations and retained assets of such entities, as appropriate, to the new legal entity or entities.
7. Property. On the Disaffiliation Date, Local Church will have full ownership of the property and assets listed in Exhibit B attached to this Disaffiliation Agreement. 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, tangible and intangible property of Local Church. Upon fulfillment by Local Church of all its obligations set forth in this Disaffiliation Agreement, Annual Conference shall execute a quitclaim deed similar in form to Exhibit C, attached, releasing all of Annual Conference's interest in the property to be transferred.
8. 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 the proper jurisdiction and venue under this Agreement.
9. Time Limit. Should the Local Church fail to satisfy all of its obligations set forth herein by December 31, 2023, this Disaffiliation Agreement shall be null and void.

10. 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, 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.

11. Non-Severability. Each of the terms of this Disaffiliation Agreement is a material and integral part hereof. Should any provision of this Disaffiliation Agreement be held unenforceable or contrary to law, the entire Disaffiliation Agreement shall be deemed null and void.

IN WITNESS WHEREOF, the parties have duly executed this Disaffiliation Agreement as of the day and year first written above.

**LOCAL CHURCH:**

**The Board of Trustees of \_\_\_\_\_ United Methodist Church**  
[If incorporated, use the corporate name and any two corporate officers may sign]

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Chair of Board of Trustees [If incorporated, any two officers may sign]

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_ (officer) of Board of Trustees

**ANNUAL CONFERENCE:**

**The Board of Trustees of the North Carolina Conference,  
Southeastern Jurisdiction, of the United Methodist Church, Inc.**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name: David Peele  
Title: Chair

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name: Christine Dodson  
Title: Treasurer



**EXHIBIT A  
CERTIFIED DOCUMENTATION OF VOTE BY  
LOCAL CHURCH CONFERENCE VOTE TO DISAFFILIATE**

**(Attached)**

**EXHIBIT B**  
**DESCRIPTION AND LIST OF REAL AND PERSONAL PROPERTY**  
**TO BE TRANSFERRED UPON DISAFFILIATION DATE**

*List below (or attach separate sheet) all property to be transferred upon disaffiliation, to include but not limited to real estate, financial accounts, endowments, vehicles, etc.*

[This area is a large, empty rectangular box intended for listing property to be transferred upon disaffiliation.]

**EXHIBIT C  
FORM OF QUITCLAIM DEED**

**Prepared by and after recording Return to:  
Charlie Powers  
Poyner Spruill LLP  
Post Office Box 1801  
Raleigh, North Carolina 27602**

**Revenue Stamps: \$ \_\_\_\_\_  
PIN Number:**

**NORTH CAROLINA QUITCLAIM DEED**

**STATE OF NORTH CAROLINA**

**COUNTY OF \_\_\_\_\_**

**THIS DEED** is made as of the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_, by **THE BOARD OF TRUSTEES OF THE NORTH CAROLINA CONFERENCE, SOUTHEASTERN JURISDICTION, OF THE UNITED METHODIST CHURCH, INC. (“Grantor”)**, with a mailing address of 700 Waterfield Ridge Place, Garner, NC 27529, to \_\_\_\_\_, a \_\_\_\_\_ (“**Grantee**”), with a mailing address of \_\_\_\_\_.

**WITNESSETH**

Grantor has bargained and sold, and by these presents does hereby bargain, sell and forever quitclaim unto the said Grantee, in fee simple those certain lots or parcels of land, situated in the township of \_\_\_\_\_, in the City/Town of \_\_\_\_\_, in \_\_\_\_\_ County, North Carolina, and more particularly described as follows:

**SEE SCHEDULE A ATTACHED HERETO AND MADE A PART HEREOF.**

**TO HAVE AND TO HOLD** the aforesaid lots or parcels of land and all privileges and appurtenances thereto belonging to the Grantee and its heirs, successors and/assigns in fee simple forever, free and discharged from all right, claim or interest of Grantor. Grantor states that the Property does not include the primary residence of Grantor.

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

IN WITNESS WHEREOF, the Grantor has executed this instrument, under seal, as of the day and year first above written.

**The Board of Trustees of the North Carolina  
Conference, Southeastern Jurisdiction, of the United  
Methodist Church, Inc.**

By: \_\_\_\_\_ (SEAL)

Print Name: \_\_\_\_\_

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

By: \_\_\_\_\_ (SEAL)

Print Name: \_\_\_\_\_

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

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

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated:

\_\_\_\_\_.

Date: \_\_\_\_\_, 20\_\_

Official Signature of Notary: \_\_\_\_\_

Notary's Printed or Typed Name: \_\_\_\_\_, Notary  
Public

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

(Official Seal)

STATE OF NORTH CAROLINA

COUNTY OF \_\_\_\_\_

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated:

\_\_\_\_\_.

Date: \_\_\_\_\_, 20\_\_

Official Signature of Notary: \_\_\_\_\_

Notary's Printed or Typed Name: \_\_\_\_\_, Notary

Public

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

(Official Seal)

I, Leonard Fairley, Resident Bishop of the North Carolina Conference, consent to the transfer of this property and hereby certify that the transfer of this property complies with the requirements of *The Book of Discipline of The United Methodist Church 2016*.

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

Leonard Fairley  
Resident Bishop of the Raleigh Area

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State of North Carolina

County of \_\_\_\_\_

I certify that Leonard Fairley, who is known to me or proved to me on the basis of satisfactory evidence to be the person described, personally appeared before me this day and acknowledged that he is the Resident Bishop of the North Carolina Conference, and that he, as the Resident Bishop, being authorized to do so, voluntarily executed the foregoing instrument for the purpose stated therein.

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

Official Signature of Notary: \_\_\_\_\_

Notary's Printed or Typed Name: \_\_\_\_\_, Notary Public

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

(Official Seal)

**SCHEDULE A**  
**ATTACHED TO QUITCLAIM DEED**  
**FROM**  
**THE BOARD OF TRUSTEES OF THE NORTH CAROLINA CONFERENCE,**  
**SOUTHEASTERN JURISDICTION, OF THE UNITED METHODIST CHURCH, INC.**  
**TO**

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**LEGAL DESCRIPTION**