

IN THE INTERMEDIATE COURT OF APPEALS OF WEST VIRGINIA

**MONONGALIA COUNTY
ARTS CENTER ASSOCIATION, INC.,
Defendant Below, Petitioner**

**FILED
September 25, 2026**

ASHLEY N. DEEM, CHIEF DEPUTY CLERK
INTERMEDIATE COURT OF APPEALS
OF WEST VIRGINIA

v.) No. 25-ICA-492 (Cir. Ct. Monongalia Cnty. Case No. CC-31-2023-C-211)

**GORDON W. LAWSON and SHEILA M. LAWSON,
Plaintiffs Below, Respondents**

and

**ANN STEFANICK,
Defendant Below, Respondent**

and

**GORDON W. LAWSON and SHEILA M. LAWSON,
Plaintiffs Below, Petitioners**

v.) No. 25-ICA-494

**ANN STEFANICK and MONONGALIA
COUNTY ARTS CENTER ASSOCIATION, INC.
Defendants Below, Respondents**

MEMORANDUM DECISION

In this consolidated appeal from the Circuit Court of Monongalia County, Petitioners Monongalia County Arts Center Association, Inc. (“MAC”) and Gordon W. Lawson and Sheila M. Lawson (the “Lawsons”) appeal the circuit court’s November 20, 2025, order granting summary judgment to Respondent Ann Stefanick.¹ Ms. Stefanick filed

¹ MAC’s appeal of the circuit court’s order was assigned case number 25-ICA-492 and the Lawsons’ appeal of the order was assigned number 25-ICA-494. Pursuant to this Court’s April 15, 2026, order, the two appeals were consolidated for the purposes of consideration and decision.

a response in each appeal.² The Lawsons filed a summary response in case number 25-ICA-492. The petitioner in each appeal filed a reply.

This Court has jurisdiction over this appeal pursuant to West Virginia Code § 51-11-4 (2026). After considering the parties' arguments, the record on appeal, and the applicable law, this Court finds no substantial question of law and no prejudicial error. For these reasons, a memorandum decision affirming the circuit court's order is appropriate under Rule 21 of the West Virginia Rules of Appellate Procedure.

The Lawsons own the surface of a 52.28-acre parcel in Monongalia County. They filed the underlying action seeking a declaration that they also own the oil and gas beneath that parcel. MAC, which claims to have previously held a one-fourth interest in both the surface of the tract and the underlying oil and gas, joins the Lawsons in asserting that the mineral estate was conveyed and not reserved under an August 9, 1967, deed from Pauline Rogers to Gordon and Delores Keyser (the "Rogers Deed"). Ms. Stefanick argues that the Rogers Deed clearly reserved all oil, gas, and minerals, and that she inherited a one-half undivided mineral interest upon her mother's, Pauline Rogers, death in 1991.

The four parcels conveyed in the Rogers Deed originate from two separate chains of title. The 52.28-acre and 0.43-acre tracts were owned by Weldie and Ella Michael. The 45.25-acre and 73-acre tracts were owned by J.M. and Molly Gilkey. On June 3, 1948, Lewis Myers acquired the two Gilkey tracts by deed (the "Gilkey Deed") containing a reservation of the "Pittsburgh and Sewickley veins of coal and mining rights and privileges heretofore sold and conveyed away" as well as "all the oil, gas and minerals in and under the said premises." By deed dated March 30, 1955 (the "Michael Deed"), Lewis and Irene Myers acquired the Michael tracts. The 52.28-acre parcel excepted only the previously sold "Pittsburgh and Sewickley veins of coal," while the 0.43-acre parcel expressly reserved all minerals and conveyed surface rights only.

After Lewis Myers died intestate in 1961, his daughter conveyed her interest in all four parcels to his widow, Irene Myers, by deed dated June 19, 1961. For the first time, all parcels appeared in a single deed. The Michael Deed's exceptions and reservations were repeated for the two smaller parcels, and the Gilkey Deed's mineral reservation was repeated for the two larger parcels. Irene Myers then conveyed all four parcels to Cecil and Pauline Rogers on February 15, 1963 (the "Myers Deed"). The individual descriptions again carried forward only the Michael Deed's exceptions and reservations for the smaller parcels, and the larger parcels contained no mineral language within their individual

² The Lawsons are represented by S. David Wilharm, Esq., and Daniel L. McCune, Esq. MAC is represented by Michael C. Cardi, Esq., and Ashlyn M. Dolly, Esq. Ms. Stefanick is represented by William J. Leon, Esq.

descriptions. However, immediately following the description of the 73-acre tract, the Myers Deed included a reservation clause virtually identical to the Gilkey Deed's mineral reservation.

On August 9, 1967, Pauline Rogers conveyed the same four parcels to Gordon and Delores Keyser. The tract descriptions in the Rogers Deed again repeated the Michael Deed's coal exceptions for the smaller parcels, and the larger parcels contained no mineral language. After the descriptions of all four parcels, the Deed included two paragraphs explaining that the parcels were the same four parcels conveyed in the Myers Deed and that Pauline Rogers had obtained Cecil Rogers' former interest in 1966 by right of survivorship. The Rogers Deed then stated: "It is excepted and reserved of this conveyance all the Pittsburgh and Sewickley veins of coal, all oil, gas, and minerals, together with all mining rights as more specifically described in [the Myers Deed]." The Rogers Deed also excepted and reserved the existing oil and gas lease on the 52.28-acre tract. Pauline Rogers later died intestate in 1991, and her mineral interests passed to her two children, including Ms. Stefanick.

MAC acquired a one-fourth interest in the 52.28-acre parcel in 1989, but in 1994 conveyed only its surface interest to Christopher Petite. Through subsequent conveyances, the Lawsons acquired a larger 121.75-acre tract in 1996, which included the 52.28-acre parcel. Neither MAC nor the Lawsons ever received a mineral conveyance.

On August 2, 2023, the Lawsons filed this declaratory judgment action. Ms. Stefanick and MAC filed answers and counterclaims. In July 2025, the Lawsons, MAC, and Ms. Stefanick each filed motions for summary judgment. Before the circuit court, the Lawsons and MAC argued that the exception and reservation language in the Rogers Deed applied only to the two larger parcels originating from the Gilkey chain and that the clause was simply carried forward boilerplate language. They asserted that because earlier deeds contained parcel-specific exceptions, the exception and reservation language in the Rogers Deed was ambiguous and susceptible to multiple interpretations. Ms. Stefanick countered that the language of the Rogers Deed is unambiguous, appears after the description of all parcels, and reserves all oil, gas and minerals "of this conveyance" without limitation.

In its November 20, 2025, order granting summary judgment to Ms. Stefanick, the circuit court concluded that the exception and reservation language in the Rogers Deed is unambiguous and consequently, Ms. Stefanick inherited a one-half undivided interest in the oil and gas underlying the 52.28 acre parcel upon the death of Pauline Rogers, and that neither MAC nor the Lawsons own any interest in the oil and gas underlying the 52.28 acres. These consolidated appeals of the November 20, 2025, order followed.

We review the order on appeal under a de novo standard of review. *See* Syl. Pt. 1, *Painter v. Peavy*, 192 W. Va. 189, 451 S.E.2d 755 (1994). ("A circuit court's entry of

summary judgment is reviewed *de novo*."); Syl. Pt. 3, *Cox v. Amick*, 195 W. Va. 608, 466 S.E.2d 459 (1995) ("A circuit court's entry of a declaratory judgment is reviewed *de novo*."); *Zimmerer v. Romano*, 223 W. Va. 769, 777, 679 S.E.2d 601, 609 (2009) ("The facts of this case call upon this Court to interpret a written deed. Thus, we apply a *de novo* standard of review to the circuit court's interpretation of the contract.").

The dispositive issue in this appeal is whether the reservation language in the Rogers Deed is ambiguous and whether it applies to the 52.28-acre parcel. MAC and the Lawsons argue that the reservation was merely carried forward from earlier deeds burdening only the 45.25-acre and 73-acre parcels. They contend the Rogers Deed is susceptible to two meanings and therefore requires extrinsic evidence in the chain of title to determine intent. Ms. Stefanick maintains that the reservation clause is clear and applies to all parcels described in the deed. Upon review, we agree with Ms. Stefanick.

The reservation clause in the Rogers Deed does not immediately follow the descriptions of all four parcels, but instead appears in the deed after two paragraphs, explaining Pauline Rogers' title, that undisputedly apply to all four parcels. Moreover, the clause contains no limiting language restricting its application to certain tracts. By expressly reserving "all oil, gas, and minerals" from "this conveyance," the deed's plain structure and wording demonstrate a unified reservation operating across all parcels. The reference to the 1963 deed does not narrow the reservation's scope; it merely incorporates the previously articulated mining rights.

It is well-settled that "[w]hen a deed expresses the intent of the parties in clear and unambiguous language, a court will apply that language without resort to rules of interpretation or extrinsic evidence." *Gastar Exploration Inc. v. Rine*, 239 W. Va. 792, 798-99, 806 S.E.2d 448, 454-55 (2017). Because we determine that the Rogers Deed clearly and unambiguously excepted and reserved the oil and gas underlying the 52.28-acre parcel, we find no error in the circuit court's conclusions that: Pauline Rogers retained those interests; Ms. Stefanick inherited a one-half undivided share of the oil and gas interests; and neither MAC nor the Lawsons ever acquired title to the oil and gas underlying the 52.28-acre parcel.³

³ In light of our decision, we find it unnecessary to reach the additional issue raised by MAC concerning whether its 1994 deed to Christopher Petite conveyed only the surface estate associated with MAC's one-fourth interest in the 52.28-acre tract.

MAC also argues in the alternative that if the reservation clause in the 1967 Deed unambiguously reserved the oil and gas under the 52.28-acre tract, then the reservation clause in the 1963 Myers Deed was also unambiguous and reserved the oil and gas under that tract. Under this view, Pauline Rogers owned no oil and gas under the 52.28-acre tract to reserve because Irene Myers would have retained any such oil and gas she owned at the

Accordingly, we affirm the circuit court’s November 20, 2025, order granting summary judgment to Ms. Stefanick.

Affirmed.

ISSUED: September 25, 2026

CONCURRED IN BY:

Chief Judge Daniel W. Greear
Judge Charles O. Lorensen
Judge S. Ryan White

time of the Myers Deed. As an initial matter, MAC did not raise this argument below. In fact, it asserted that the 1963 Myers Deed conveyed the surface of the 52.28-acre tract and the underlying oil and gas to Pauline and Cecil Rogers; indeed all parties’ claims to the subject oil and gas depend on the understanding that Pauline Rogers owned that oil and gas at the time of the 1967 Rogers Deed. As we have previously observed, generally “an appellate court will not consider an issue raised for the first time on appeal.” *PITA, LLC v. Segal*, 249 W. Va. 26, 40, 894 S.E.2d 379, 393 (Ct. App. 2023). Additionally, “[a] litigant may not silently acquiesce to an alleged error, or actively contribute to such error, and then raise that error as a reason for reversal on appeal.” Syl. Pt. 1, *Maples v. W. Va. Dep’t of Com., Div. of Parks & Recreation*, 197 W. Va. 318, 475 S.E.2d 410 (1996). Moreover, in making this alternative argument, MAC improperly asserts the ownership interest of the successors in interest to Irene Myers. As the Supreme Court of Appeals of West Virginia has recognized, “[o]ne specific aspect of standing is that one generally lacks standing to assert the rights of another.” *Praetorian Ins. Co. v. Chau*, 247 W. Va. 521, 529, 881 S.E.2d 432, 440 (2022) (citation modified); see *Guido v. Guido*, 202 W. Va. 198, 202-03, 503 S.E.2d 511, 515-16 (1998) (finding that a party had no standing to appeal rulings that only affected the interests of non-parties). Accordingly, we decline to address this argument.