

FIRST PRESBYTERIAN CHURCH OF §
SAN ANTONIO, §

Plaintiff, §

v. §

MISSION PRESBYTERY, §

Defendant. §

IN THE DISTRICT COURT

BEXAR COUNTY, TEXAS

____ JUDICIAL DISTRICT

FILED
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BEXAR COUNTY
DISTRICT CLERK
DONNA KAY MEYER

**PLAINTIFF'S VERIFIED ORIGINAL PETITION FOR DECLARATORY
JUDGMENT AND APPLICATION FOR TEMPORARY RESTRAINING ORDER
AND TEMPORARY AND PERMANENT INJUNCTION**

Plaintiff First Presbyterian Church of San Antonio ("FPC") files this Verified Original Petition for Declaratory Judgment and Application for Temporary Restraining Order and Temporary and Permanent Injunction ("the Petition") against Defendant Mission Presbytery ("Presbytery"), and in support shows the Court the following:

I.

STATEMENT OF CLAIM

1. This lawsuit relates to ownership of real and personal property in San Antonio, Bexar County, Texas. FPC seeks a declaratory judgment recognizing its complete ownership of and right to determine the use and control of those assets and properties held in the name of FPC or by and for the congregation of FPC, free of any claimed trust interest of any kind in favor of the Presbyterian Church (U.S.A.), alleged to be enforceable by the denomination's district agency, Mission Presbytery. FPC further seeks a temporary restraining order and temporary injunction to preserve the status quo pending a final judgment on the merits. Absent such injunctive relief, Presbytery has the power to form an "administrative commission" to seize control of FPC solely because FPC seeks to have its property rights declared. For this reason,

FPC seeks to restrain the Presbytery and any of its agents or representatives from taking any action of any kind that would alter, abridge or impact the property rights of FPC as they now stand and as determined by this Court, including initiating disciplinary action against FPC's ministers, employees, officers or members in relation to the subject matter of this litigation.

II. PARTIES

2. FPC is a non-profit corporation organized under the laws of the State of Texas and located in San Antonio, Texas.

3. Defendant Presbytery is non-profit corporation organized under the laws of the State of Texas, doing business in Bexar County, Texas. Presbytery may be served with citation through Ruben Armendariz, Acting Presbytery Executive, 7201 Broadway, Suite 303, San Antonio, Texas 78209.

III. JURISDICTION AND VENUE

4. This Court has jurisdiction under the laws of the State of Texas and these claims are within the jurisdictional limits of this Court. This Court may exercise personal jurisdiction over Presbytery, which maintains its principal office and conducts business in Bexar County, Texas. FPC seeks monetary relief of \$100,000 or less and non-monetary relief.

5. Venue is proper in Bexar County under TEX. CIV. PRAC. & REM. CODE §§ 15.002 & 15.011 because this suit contains, in part, an action to quiet title to real property situated in Bexar County, and the Defendant's principal office is located in Bexar County.

IV. DISCOVERY CONTROL PLAN LEVEL 3

6. FPC moves this Court to order that discovery in this matter be conducted in accordance with TEX. R., CIV. P. 190.4.

V.
REQUEST FOR DISCLOSURE

7. FPC requests Presbytery to disclose, within fifty (50) days of service of this request, the information or material described in Rule 194.2. Copies of any documents produced in response to these requests must be produced before the expiration of fifty days of the service hereof at the office of the undersigned counsel or at a place otherwise agreed upon by counsel.

VI.
FACTS

A. Background

8. First Presbyterian Church was organized in 1846 and is the oldest Protestant church in San Antonio. At the time of FPC's founding, Texas had just become a state. The church was organized as an affiliated congregation of the "Presbyterian Church in the United States of America." That denomination divided along Civil War boundaries in the 1860's between what ultimately became the northern "United Presbyterian Church in the United States of America" ("UPCUSA") and the southern "Presbyterian Church in the United States" ("PCUS"). FPC was part of PCUS denomination for over 100 years.

9. During this long history, the church acquired several properties. In the 1880's it acquired the land for its current location at Fourth and Alamo Streets. In 1910, the congregation held its first worship service in the current sanctuary, a structure designed by noted architect Atlee B. Ayers. Over the past 100 years, the church added land and buildings so that it now owns two full blocks in downtown San Antonio, together with all improvements thereon and the contents. In addition, FPC holds title to various accounts and is the beneficiary of a foundation established for its benefit. A summary of the deeds to FPC's property, and the names of the grantees of the tracts is attached hereto as Exhibit 1 and incorporated herein for all purposes.

10. In 1983, the PCUS formally united with the UPCUSA to form the Presbyterian Church (U.S.A.) ("PCUSA"). FPC has been affiliated with the PCUSA denomination for approximately 32 years of its 169 year history.

11. Presbytery is a district administrative unit of the PCUSA, whose membership includes Presbyterian congregations in the South Texas region. Its boundaries extend generally from the Texas hill country and Austin in the north, to the Rio Grande Valley, in the south. Under the governing constitution of the PCUSA, the district presbytery is responsible for waiving or seeking enforcement of any trust claim of the denomination against a local congregation. See Exhibit 2 at 2, PCUSA Const. § G-4.0207.

12. The different administrative units in the Presbyterian denomination are variously called "courts," "councils," or "governing bodies." They are of four types, each of widening geographic scope: sessions, presbyteries, synods, and the General Assembly. Individual Presbyterian congregations operate through their sessions, which are comprised of members of the congregation elected by the congregation as "elders" to govern and act on behalf of the congregations. 173 district presbyteries oversee the spiritual and moral life of local congregations, and the presbyteries are in turn overseen by the 16 geographically-organized regional synods. Last, the General Assembly, a body that convenes every other year and operates on a national level, reviews the work of regional synods, addresses spiritual controversies, and otherwise performs those acts delegated to it by the PCUSA Constitution. The PCUSA Constitution, which is the governing document of the PCUSA, is divided into two parts: (1) Part 1 — the *Book of Confessions*, and (2) Part 2' — the *Book of Order*, which was called the *Book of Church Order* in the PCUS.

B. Property Trusts in the PCUSA

13. Property disputes between PCUSA presbyteries and PCUSA congregations are not uncommon. In nearly all cases, the dispute centers around the existence—or lack thereof—of a trust, which the PCUSA alleges to exist for its benefit over all property held by the individual (particular) churches. See, e.g., *Windwood Presbyterian Church, Inc. v. Presbyterian Church (USA)*, 01-10-00861-CV, 2014 WL 47750, S.W.3d. (Tex. App. Houston [1st Dist.], Jan. 7, 2014); *Carrollton Presbyterian Church v. Presbytery of S. Louisiana of Presbyterian Church (USA)*, 77 So. 3d 975 (La. Ct. App. 2011), *Heartland Presbytery v. Gashland Presbyterian Church*, 364 S.W.3d 575, 593 (Mo. Ct. App. 2012).

14. From the first General Assembly convened in 1789 through 1981, no Presbyterian constitution contained any express reference to a trust. However, in 1982, the PCUS Constitution was amended to add a “trust clause.”

15. The trust clause adopted by the PCUS in 1982 stated:

All property held by or for a particular church, whether legal title is lodged in a corporation, a trustee or trustees, or an unincorporated association, and whether the property is used in programs of the particular church or retained for the production of income, is held in trust nevertheless for the use and benefit of the [PCUS].

See Exhibit 3, 1982/1983 PCUS Book of Church Order, Chapter 6 – Church Property.

16. Although this trust clause forms the basis of contemporary PCUSA claims to local church property, the PCUS assured local congregations in 1981 and 1982 that the amendments then under consideration at the national and district level, including the trust clause changed *nothing*. Local congregations were assured the purpose of these amendments was to remain “unchanged in its application to specific cases the system of control of church property that our Church has consistently followed through the years.” Exhibit 4, *Minutes*, 1981 PCUS General

Assembly, *Report of the Ad Interim Committee on Church Property and Report of Subcommittee on Revision of Chapter 6*, at 228.

17. The addition of the PCUS trust clause to the denominational constitution in 1982 was accomplished without the assent of individual congregations and their civil corporations who actually owned property.¹ *Presbyteries*—not individual congregations, their sessions, their civil corporations, or their governing boards—voted to approve the new trust clause under the representation that the new property trust provisions were merely “declaratory of principles to which the [PCUS] and its antecedent church bodies have adhered from the inception of the presbyterian form of church government.” Exhibit 4 at 225.

18. The PCUS’s own internal analysis of its property rights demonstrates the longstanding exclusivity of individual member church’s property rights. In the official Ad Interim Church Property Committee report of the 1981 PCUS General Assembly the report which recommended the addition of the trust clause to the denominational constitution the PCUS committee candidly admits that the PCUS Constitution and its predecessor document “said nothing specific about church property” until 1925. Exhibit 4 at 233. Even then, the question of property ownership did not emerge as an issue until sometime between 1944 and 1950, when the PCUS General Assembly “authorized a committee to study the matter of church property.” *Id.* at 234.

19. The resulting report issued by the 1951 Committee “To Study the Whole Question of Church Property as Related to the Presbytery and Other Church Courts” concluded:

¹ See, e.g., *Carrollton Presbyterian Church v. Presbytery of S. Louisiana of Presbyterian Church (USA)*, 77 So. 3d 975, 981 (La. Ct. App. 9/14/11); *Heartland Presbytery v. Gashland Presbyterian Church*, 364 S.W.3d 575, 579 (Mo. Ct. App. 2012); *Presbytery of Hudson River of Presbyterian Church (U.S.A.) v. Trustees of First Presbyterian Church & Congregation of Ridgebony*, 72 A.D.3d 78, 86 (N.Y. Ct. App. 2010); *Presbytery of Ohio Valley, Inc. v. OPC, Inc.*, 973 N.E.2d 1099, 1103 (Ind. 2012), *cert. denied*, 133 S.Ct. 2022 (U.S. 2013).

1. *The legal title to property of a particular church is in its trustees on the behalf of that congregation. Therefore, the property is actually controlled by that congregation. This is recognized by both Civil and Ecclesiastical courts. The right to hold and dispose of property is granted by the State.*

....

3. In such cases where a right of property asserted in a civil court is dependent solely on a question of doctrinal discipline, ecclesiastical law, rule, or church government, and that question has been decided by the highest tribunal within the organization, the civil courts will ordinarily accept that decision.

....

5. *If trustees or members of a particular church undertake to withdraw and attempt to take their church property with them, it may subject all questions of ownership and control to a decision by the civil courts.*

Exhibit 4 at 235 (emphasis added).

20. In 1953, the General Assembly adopted a declaratory statement as an "Assembly interpretation of what the Book of Church Order means." Exhibit 4 at 235. According to that official PCUS declaratory statement,

The beneficial ownership of the property of a particular church of the [PCUS] is in the congregation of such church and title may properly be held in any form, corporate or otherwise, consistent with the provisions of civil law in the jurisdiction in which the property is situated. The congregation, with respect to such property, may properly exercise any privilege of ownership possessed by property owners in such jurisdiction. In every instance nothing in the manner of tenure of such property or the use thereof shall be in violation of the obligation of such congregation to the body of the [PCUS] as established by the Constitution of such church.

Exhibit 4 at 235 (emphasis added). The exact language of this statement was reaffirmed in 1967, reaffirmed again in 1971, and remained part of the official statement of the PCUS until at least 1981. Exhibit 4 at 235-36.

21. In 1981, although the merger with the UPCUSA was fast approaching, the PCUS began an attempt to overhaul its own property provisions. The proposed revisions, which included the new trust clause, were accompanied by a PCUS report expressly insisting, however, that the new trust clause "d[id] not represent a change but simply sets forth in the . . . chapter on property what preceding General Assemblies have declared the existing language to mean." See Exhibit 4 at 237. This PCUS admission—an admission on which local churches relied—can only be squared with the denomination's many prior official statements that the PCUS trust clause did not vest the denomination with any property interest. Further, any present assertion that an enforceable trust has always existed in favor of the PCUSA is categorically irreconcilable with the unambiguous historical vestment of the beneficial interest "in the *congregation* of such church."²

22. Nevertheless, to allay local congregations' concerns that the new trust clause might grant the PCUS a broad right that the denomination did not have before 1982, the proposed trust clause was adopted only with the following clause retained from prior iterations of the PCUS Constitution:

Nothing in this chapter shall be construed to require a particular church to seek or obtain the consent or approval of any church court above the level of the particular church in order to buy, sell or mortgage the property of that particular church in the conduct of its affairs as a church of the PCUS.

Exhibit 3, 1982/1983 PCUS Book of Order, § 6-8. The effect of this provision was to explicitly preserve the local autonomy historically exercised with respect to property by churches in the PCUS, notwithstanding the new trust language.

² In other words, the assertion that the beneficial interest is held by the congregation but that there is a trust in favor of the church is a self-contradiction. It is the legal equivalent of stating that the answer to a question is 100% "yes" and 100% "no."

23. The very next year, 1983, the southern PCUS denomination merged with the northern UPCUSA denomination to form the PCUSA. The new PCUSA Constitution contained a trust clause akin to the one added to the PCUS Constitution in the final year of its 118-year existence.³

24. Although the new PCUSA Constitution lacked the explicit right-to-dispose provision (§ 6-8) found in the PCUS Constitution, the new PCUSA Constitution also contained the following "exemption" provision that promised to enable PCUS congregations to retain their prior property rights:

The provisions of this chapter shall apply to all congregations of the Presbyterian Church (U.S.A.) except that any congregation which was not subject to a similar provision of the constitution of the church of which it was a part, prior to the reunion of the [PCUS] and the [UPCUSA] to form the Presbyterian Church (U.S.A.) [(PCUSA)], has been excused from that provision of this chapter if the congregation, within a period of eight years following the establishment of the [PCUSA], voted to be exempt from such provision in a regularly called meeting and thereafter notified the presbytery of which it was a constituent congregation of such vote. The congregation voting to be so exempt shall hold title to its property and exercise its privileges of incorporation and property ownership under the provisions of the Constitution to which it was subject immediately prior to the establishment of the [PCUSA].

Exhibit 2, PCUSA Book of Order at § G-4.0203.

25. The purpose of the § G-4.0203 "exemption" in the new PCUSA Constitution was to permit PCUS congregations to retain their historical property rights, and indeed, the PCUS had actively led congregations to believe this to be true. In a 1981 letter sent when the trust

³ The PCUSA trust clause stated:

All property held by or for a congregation, a presbytery, a synod, the General Assembly, or the Presbyterian Church (U.S.A.), whether legal title is lodged in a corporation, a trustee or trustees, or an unincorporated association, and whether the property is used in programs of a congregation or of a higher council or retained for the production of income, is held in trust nevertheless for the use and benefit of the Presbyterian Church (U.S.A.).

Exhibit 2, PCUSA Book of Order at § G-4.0203.

clause was proposed, Stated Clerk James Andrews, then-chief officer ("stated clerk") of the PCUS, assured local churches that "the current draft of the Plan for Reunion includes a so-called 'grandfather clause' under which PCUS churches would remain subject to *traditional* PCUS provisions dealing with ownership, sale, and mortgaging of property in perpetuity." (emphasis added).

26. Despite widespread use of the § G-4.0203 exemption and the denominational representations made contemporaneous with the 1983 merger, the PCUSA now asserts that because of the eleventh-hour addition of a trust clause to the PCUS Constitution in 1982, just before the merger in 1983, the timely exercise of the exemption provision did not repudiate the alleged denominational trust. As a result, local churches who in good faith claimed the § G-4.0203 exemption in the 1980's with the clear intent of rejecting the PCUSA's claimed trust are now being told years later by the PCUSA that they misunderstood the "grandfather clause."

C. FPC Exercises Exemption

27. FPC was an unincorporated association until November 18, 1988, when it was incorporated under the laws of the State of Texas as a Non-Profit Corporation. A copy of the Articles of Incorporation of Presbyterian Church of San Antonio is attached as Exhibit 5 and is incorporated herein for all purposes. In or about December of 1990, the church adopted By-Laws of First Presbyterian Church of San Antonio. A true and correct copy of the by-laws is attached as Exhibit 6 and is incorporated herein for all purposes. In those by-laws, FPC states:

Section 1: THE FIRST PRESBYTERIAN CHURCH OF SAN ANTONIO, being a particular congregation of the Presbyterian Church (U.S.A.), recognizes that the Constitution of Said Church is, in all its provisions, excepting Chapter VIII (The Church and It's Property), obligatory upon it and its members.

Section 2: THE FIRST PRESBYTERIAN CHURCH OF SAN ANTONIO is incorporated under the laws of the State of Texas as "FIRST PRESBYTERIAN CHURCH OF SAN ANTONIO" shall comply with the

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Constitution of the Presbyterian Church (U.S.A.) and the By-Laws of the Corporation. In matters of church property, the congregation as allowed in G-8.0701 of the Constitution sought an exception to chapter VIII (The Church and Its Property) of the Constitution of the Presbyterian Church (U.S.A.) and is duly recognized by Mission Presbytery of the Presbyterian Church (U.S.A.) to be governed by chapter 6 (Church Property) of The Book of Church Order (1982/1983 edition) of the former Presbyterian Church in the United States in matters relating to the church and its property. (G-8.0701) (See Attachment No. 1).

28. Mission Presbytery acknowledged FPC's exercise of the exemption clause and on or about June 10, 1991, included FPC on the list of approximately 47 churches that were exempt from the trust clause. See Exhibit 7, Mission Presbytery, Churches Exempt from Chapter 8, Book of Order as of June 11, 1991. First Presbyterian Church of San Antonio is listed at number 35.

29. In the 24 years since FPC adopted the original by-laws, it has never sought or obtained the approval of Presbytery to buy or sell its property. Upon information and belief, Presbytery has never objected to the purchase or sale real property by FPC. Both parties have thereby acknowledged the right of FPC to hold and control its own property.

30. On January 25, 2015, FPC adopted its Amended and Restated Certificate of Formation, a true and correct copy of which is attached hereto as Exhibit 8 and incorporated for all purposes. A Resolution of the Members, setting forth the adoption of the Amended and Restated Certificate of Formation and the Amended and Restated By-Laws is attached as Exhibit 8-A.

31. On the same day, FPC adopted Amended and Restated By-Laws, a true and correct copy of which is attached hereto as Exhibit 9 and incorporated for all purposes. The amended by-laws carried forward the 1990 exemption, stating in Article 1, Section 3:

The current By-Laws of First Articles of First Presbyterian Church of San Antonio are amended. All of the Articles of the current By-Laws of First Presbyterian Church of San Antonio are deleted and replaced in their entirety and restated as provided in ARTICLES

ONE through TEN of the Amended and Restated By-Laws of First Presbyterian Church, provided, however that nothing herein shall operate to rescind the prior exercise of the property exception clause referenced in Article 2, Section of the current by-laws to preserve the traditional PCUS property provisions.

A Resolution of the Session setting forth the adoption of the Amended and Restated By-Laws by the Session is attached as Exhibit 9-A.

32. Title to FPC's real property is held variously in the names of First Presbyterian Church, 408 Fourth Street, San Antonio, Texas; First Presbyterian Church of San Antonio; individuals, as trustees for the First Presbyterian Church, San Antonio, Texas; and First Presbyterian Church of San Antonio, a Texas non-profit corporation. See Exhibit 1.

33. All of the deeds show title for the benefit of First Presbyterian Church in San Antonio, if the conveyance was before FPC's incorporation, or to First Presbyterian Church of San Antonio, if the conveyance was after incorporation. None of the deeds makes any reference to a trust for the benefit of the PCUSA or Presbytery. Indeed, most of the deeds transferred title to the church property before the PCUSA existed. Upon information and belief, neither Presbytery nor any council within the PCUSA has ever (i) contributed any funds toward the purchase or maintenance of FPC's real property or fixtures or appurtenances or (ii) made monetary contributions to FPC.

34. All of the church's bank accounts and investments accounts are held in the name of First Presbyterian Church of San Antonio. None of the accounts is a trust account held for the benefit of PCUSA or Presbytery. FPC has, at all times, operated as a self-sustaining, separate entity for the benefit of the local congregation, consistent with the practice of the PCUS and the exception clause of the Book of Order, as set forth in FPC's by-laws.

35. In addition to the property and accounts held in FPC's name, the church is the beneficiary of First Presbyterian Church of San Antonio Foundation (the "Foundation"). The Foundation holds certain assets for the benefit of FPC. The Restated Articles of Incorporation of First Presbyterian Church of San Antonio Foundation make no reference to a trust for the benefit of Presbytery or the PCUSA.

VII. CIVIL JURISDICTION AND APPLICABLE LAW

36. The sole issue before the Court is whether FPC holds its property unencumbered by a trust for the use and benefit of the PCUSA. As FPC has shown and will further demonstrate, there is no such trust. FPC holds all real and personal property in its own name, not in the name of or for the benefit of anyone else. The southern PCUS denomination of which FPC was a member until mid-1983 had no title to FPC property before the denominational merger, nor did the PCUS have any authority to convey FPC's property to the new denomination in connection with the merger. FPC did nothing in connection with the 1983 merger to relinquish its property rights. To the contrary, in 1990 it acted to reject any such claims to its property. See Exhibit 6. More recently, there is nothing FPC has done since the merger to suggest that it has relinquished its property for the beneficial use of Presbytery or the PCUSA. When clear and established principles of Texas law are applied to these facts, Presbytery and the PCUSA have no claim to the property of the FPC congregation.

37. It is well-settled that civil courts cannot intrude upon the realm of religion by attempting to resolve matters of "theological controversy, church discipline, ecclesiastical government, or the conformity of the members of a church to the standard of morals required of them." See *Masterson v. Diocese of Nw. Texas*, 422 S.W.3d 594, 601 (Tex. 2013). However, the mere fact that a dispute concerns a church or churches does not insulate it from judicial

review. *See id.* at 605-06. In fact, “Texas courts are bound to exercise jurisdiction vested in them by the Texas Constitution and cannot delegate their judicial prerogative where jurisdiction exists.” *Id.* at 606.

38. As courts have almost unanimously recognized, property disputes between local Presbyterian congregations and their presbyteries are precisely the type of secular controversies that courts are allowed to address. *See, e.g., Jones v. Wolf*; 443 U.S. 595, 602 (1979) (“There can be little doubt about the general authority of civil courts to resolve this question.”); *Windwood Presbyterian Church, Inc. v. Presbyterian Church (U.S.A.)*, 438 S.W.3d 597, 606 (Tex. App. – Houston [1st Dist.], no pet.); *Arkansas Presbytery of Cumberland Presbyterian Church v. Hudson*, 40 S.W.3d 301, 307 (Ark. 2001); *Hope Presbyterian Church of Rogue River v. Presbyterian Church (USA.)*, 291 P.3d 711, 718 (Ore. 2012).

39. Starting with these principles, the Texas Supreme Court recently set forth a mandatory analysis for resolving church property disputes in Texas in *Masterson v. Diocese of Nw. Texas*, 422 S.W.3d 594, 601 (Tex. 2013). Before adopting an exclusive analytical framework for resolving such controversies, the *Masterson* court explicitly rejected the “deference method” of resolving ecclesiastical property disputes. Under the deference method (still employed by a handful of states) the position of a “higher” church body automatically prevails over the position of a “lower” church body, no matter how secular their dispute, no matter how arbitrary the “higher” body, and no matter how inequitable the result. *See id.* at 602 (“A court applying the deference approach defers to and enforces the decision of the highest authority of the ecclesiastical body to which the matter has been carried.”). However, because the deference method unnecessarily grants a religious shield to decidedly non-religious matters,

the *Masterson* court reasoned, it should no longer be applied by any courts in Texas. *Id.* at 606-07.

40. Instead, the *Masterson* court held that the exclusive means of “determin[ing] property interests when religious organizations are involved” is the “neutral principles method.” *Id.* at 607. “Under the neutral principles methodology, ownership of disputed property is determined by applying generally applicable law and legal principles. That application will usually include considering evidence such as deeds to the properties, terms of the local church charter (including articles of incorporation and by-laws, if any), and relevant provisions of governing documents of the general church.” *Id.* at 603. Importantly, the neutral principles method “relies exclusively on objective, well-established concepts of trust and property law familiar to lawyers and judges [and] thereby promises to free civil courts completely from entanglement in questions of religious doctrine, polity, and practice.” *Jones*, 443 U.S. at 603. Unless the resolution of the property dispute is necessarily dependent upon a distinctly “religious precept,” church and presbytery are treated as any other parties to a lawsuit: equal entities whose claims are subject to the applicable state law of contracts, trusts, property, and corporations. *See id.* at 601-04. Under this neutral approach to church property disputes, churches and denominations “can modify the deeds or the corporate charter to include a right of reversion or trust in favor of the general church, [or] the constitution of the general church can be made to recite an express trust in favor of the denominational church [a]nd the civil courts will be bound to give effect to the result indicated by the parties, *provided it is embodied in some legally cognizable form.*” *Id.* at 606 (emphasis added). With this backdrop, courts applying the neutral principles method should examine:

- a. (a) legal documents of title (deeds);

- b. The terms of the local church charters (articles of incorporation and by-laws);
- c. The provisions of the constitution of the general church concerning the ownership and control of church property (Book of Order), and
- d. State statutes (including, without limitation, the Texas Trust Code) governing the holding of church property with the focus of the inquiry being whether the asserted property interest is embodied in a legally cognizable form enforceable under state law.

See Jones, 443 U.S. at 603-04; *Masterson*, 422 S.W.3d at 603; *Windwood*, 438 S.W.3d at 606.

As an examination of these items demonstrates, FPC holds its property free and clear of any trust or property interest the PCUSA claims in favor of itself.

A. Documents of Title

41. Because a written instrument of conveyance is required to transfer ownership of land under Texas law, the relevant deeds form the starting point in the neutral principles analysis. *See TEX. PROP. CODE* § 5.021. Although a property trust might be evidenced by an agreement made outside the conveyance instrument, the absence of any such language in the deeds operates to transfer the property to the purchaser in absolute, fee simple ownership. *Brown v. Clark*, 116 S.W. 360, 364-65 (Tex. 1909) (“It follows, we think, as a natural and proper conclusion, that the church to which the deed was made still owns the property, and that whatever body is identified as being the church to which the deed was made must still hold the title.”) (cited for this proposition by *Masterson*, 422 S.W.3d at 605-06 (Tex. 2014); *TEX. PROP. CODE* § 5.001 (“An estate in land that is conveyed or devised is a fee simple unless the estate is limited by express words.”)).

42. As described above, FPC owns certain real property in San Antonio, listed in Exhibit 1. According to the official deeds recorded in the Bexar County real property records, not one of the properties owned by FPC was conveyed to the church to hold in trust for the

benefit of the Presbytery, the PCUS, or the PCUSA. A review of each of the deeds by which FPC acquired or conveyed property shows that FPC never once purported to purchase or sell property for the benefit of the PCUS or the PCUSA. FPC holds title to all of its accounts in its individual capacity and not in trust for the benefit of the PCUSA or Presbytery. Accordingly, FPC holds all property in its own name without any encumbrance or beneficial interest in the name of anyone else or for the benefit of anyone else.

B. Terms of the Local Church Charter

43. FPC's corporate charter further demonstrates that FPC holds its property unencumbered by any alleged trust in favor of the PCUSA. Because the corporate charter and bylaws form the foundational statement of a church corporation's purpose and powers, courts often look to their language to evaluate the existence of a denominational trust. Ordinarily, intent to own property on behalf of a specific denomination is manifested by express language to that effect. *See, e.g., Peters Creek United Presbyterian Church v. Washington Presbytery of Pennsylvania*, 1044 C.D. 2011, 2014 WL 1810581 (perm. Ct. App., Apr. 30, 2014) (finding that irrevocable incorporation of PCUSA Constitution and trust clause into bylaws established trust); *Hope Presbyterian Church of Rogue River v. Presbyterian Church (U.S.A.)*, 255 P.3d 645, 649 (Ore. Ct. App. 2011) (finding that addition of trust clause to articles of incorporation created a trust).

44. FPC's charter, dated January 25, 2015, contains no such trust. *See* Exhibit 8.

45. Under the terms of the PCUSA's denominationally-asserted trust clause, individual congregations could vote until 1991 to be exempt from any PCUSA property provision to which that church was not previously subject. As stated above, FPC exercised this exemption. *See* Exhibit 6. The original by-laws expressly recite an exception to Chapter VIII (The Church and Its Property) of the Constitution of the Presbyterian Church (U.S.A.) and is

recognized by Presbytery to be governed by Chapter 6 (Church Property) of The Book of Church Order (1982/1983 edition). *Id.* The document referenced as Attachment No. 1 of the by-laws, states: "In buying, selling, and mortgaging real property such officers shall act solely under the authority of the corporation, granted in a duly constituted meeting of the corporation." Attachment 1 does not contain a trust clause even for the benefit of the PCUS, let alone the PCUSA. *Id.* The amended by-laws, adopted in 2015, carried forward this exception stating "nothing herein shall operate to rescind the prior exercise of the property exception clause referenced in Article 2...." See Exhibit 9.

46. FPC has always asserted that its exercise of the exemption, which permits local churches to buy and sell property as they see fit, was a legitimate renunciation of the purported trust. Though the Presbytery has disputed whether such a vote serves to negate the trust clause, at least one court has flatly rejected the Presbytery's position. *See Carrollton Presbyterian Church v. Presbytery of S. Louisiana of Presbyterian Church (USA)*, 77 So. 3d 975, 981 (La. Ct. App. 9/14/11), *writ denied*, 82 So.3d 285, *cert. denied*, 133 S.Ct. 150 (holding that under any reasonable interpretation of the denomination's own governing documents, reliance upon the exemption "negated any express trust as provided by [PCUSA Constitution]").

47. The provisions of the PCUSA Constitution do not create a trust for the benefit of the PCUSA. Nowhere in the PCUSA Constitution are local churches required to adopt a denominational identifier, amend their corporate charters to create a trust, dedicate their property in trust, subject their corporate powers to denominational control, or otherwise do any of the various acts that might create a trust under Texas law.

C. Denominational Constitution

48. The PCUSA's own denominational constitution further confirms the absence of any trust in favor of the PCUSA. While the denominational constitution contains trust language

relied upon by the PCUSA, that provision cannot be read in isolation. Other provisions in the governing documents, cited *infra*, exalt the autonomy and authority of the civil courts with respect to temporal matters while expressly disclaiming the legal enforceability of any provisions set forth in the denominational constitution. The PCUSA Constitution is not a contract because “[t]he essence of a contract is an *agreement*,” *W. E. Grace Mfg. Co. v. Levin*, 506 S.W.2d 580, 584 (Tex. 1974) (emphasis added). Nonetheless, well-settled principles of interpretation shed light on the proper interpretation of the PCUSA Constitution as a written instrument. Specifically, it is presumed that the creator of a writing “intend[s] every clause to have some effect” and each clause is given its “plain, ordinary, and generally accepted meaning.” *Heritage Res., Inc. v. NationsBank*, 939 S.W.2d 118, 121 (Tex. 1996). For this reason, courts have unequivocally found that a party’s express declaration that a document is not to be binding means just what it says: the document is not to be binding. *See, e.g., Dallas Area Rapid Transit v. Amalgamated Transit Union Local No. 1338*, 273 S.W.3d 659, 670 (Tex. 2008) (finding that a grievance resolution panel’s recommendation was not legally enforceable where the applicable manual stated that it “shall not be binding”); *PNS Stores, Inc. v. Rivera*, 379 S.W.3d 267, 277 (Tex. 2012) (finding that no rules stated in Texas Lawyer’s Creed were legally enforceable where creed stated that “[W]iese rules are primarily aspirational”); *Hanson Sw. Corp. v. Dal-Mac Const. Co.*, 554 S.W.2d 712, 721 (Tex. Civ. App. — Dallas, 1977).

49. The PCUSA Constitution’s unambiguous terms likewise disclaim any appearance of legal force or effect. For instance, § F-3.0108 of the PCUSA Constitution, which is identified as a “Historic Principle of Church Order,” states:

[A]ll church power, whether exercised by the body in general, or in the way of representation by delegated authority, is only ministerial and declarative; . . . that *no church judicatory ought to pretend to make laws* to bind the conscience in virtue of their own authority; . . .

Since *ecclesiastical discipline must be purely moral or spiritual in its object, and not attended with any civil effects, it can derive no force whatever*, but from its own justice, the approbation of an impartial public, and the countenance and blessing of [God].”

Exhibit 2, PCUSA Book of Order at § F-3.0108 (emphasis added).

50. Another Historic Principle of Church Order found in the constitution states:

- (a) [] “God alone is Lord of the conscience, and hath left it free from the doctrines and commandments of men which are in anything contrary to his Word, or beside it in matters of faith or worship.”
- (b) Therefore we consider the rights of private judgment, in all matters that respect religion, as universal and unalienable: *We do not even wish to see any religious constitution aided by the civil power*, further than may be necessary for protection and security, and at the same time, be equal and common to all others.

Exhibit 2, PCUSA Book of Order at § F-3.0101.

51. Elsewhere, the PCUSA Constitution reiterates:

Councils of this church have only ecclesiastical jurisdiction for the purpose of serving Jesus Christ and declaring and obeying his will They may frame statements of faith, bear testimony against error in doctrine and immorality in life,

resolve questions of doctrine and discipline, give counsel in matters of conscience, and decide issues properly brought before them under the provisions of this *Book of Order*.

Exhibit 2, PCUSA Book of Order at § F-30102. Indeed, these provisions of the PCUSA Constitution exhibit both a recognition and an adoption of the distinction between strictly spiritual matters and other, temporal matters. *See also* PCUSA LEGAL RESOURCE MANUAL FOR PRESBYTERIAN CHURCH (USA) MIDDLE GOVERNING BODIES AND CHURCHES (expressly acknowledging that “[a]lmost all property matters are governed by state law”).

52. The many statements present in every iteration of the PCUSA Constitution and of its historical and legal predecessors limiting the scope of denominational authority and

disclaiming any legal effect make plain that the express trust clauses that were added in 1982 and 1983 were only *aspirational*. This is consistent with the fact that the civil court decision that prompted denominational officials to insert trust clauses said that judges would give force and effect to trust clauses only to the extent that they represented the *mutual* consent of the parties and were in a form that complied with generally applicable state law requirements. *See Jones*, 443 U.S. at 606 (“[C]ivil courts will be bound to give effect to the result indicated by the parties, provided it is embodied in some legally cognizable form.”).

53. The foundational nature of this principle is bolstered by the PCUSA Constitution’s continuing mandate that churches cloak themselves with the secular protections of corporate form. *See Exhibit 2; PCUSA Book of Order at § at G-4.0101*. Going so far as to specifically address potential property disputes, the PCUSA Constitution even explains that the affiliation of a congregation with the denomination shall not impair that congregation’s individual property rights. It states: “Nor doth their communion one with another as saints, take away or infringe the title or property which each man hath in his goods and possessions.” *Exhibit 10, PCUSA Book of Confessions, Excerpt of Westminster Confession*, at 6.148.

54. Unlike the PCUS/PCUSA trust clauses, the above renunciations of legal force have remained a constant theme *throughout the entire history of the PCUS and PCUSA*. Indeed, the wording of the “historic principles” excerpted above (F-3.0101 and F-3.0108) has existed in the PCUS and PCUSA Constitutions, and the constitution of the preceding Presbyterian denomination, essentially unaltered for more than 226 years. *See Exhibit 2, PCUSA Book of Order*. Still other provisions of the 1839 Presbyterian Constitution, to which FPC ostensibly would have subscribed at its founding, confirm that this understanding has been constant throughout FPC’s entire history. For instance, the 1839 Presbyterian Constitution specified that

“PCUS assemblies [(congregations, presbyteries, and synods)] ought not to possess any civil jurisdiction, nor to inflict any civil penalties. Their power is wholly moral or spiritual.”

Exhibit 11, 1839 Presbyterian Church in the USA Constitution, at 10. Further, “the highest punishment to which [Presbyterian body] authority extends, is to exclude the contumacious and impenitent from the congregation of believers.” Exhibit 11, at 11. Even addressing the sovereignty and authority of the civil judiciary, the 1839 Presbyterian Constitution made clear that the role of the civil court system was supreme on temporal matters, stating: “Infidelity or difference in religion, doth not make void the magistrate’s just and legal authority, nor free the people from their due obedience to him: from which ecclesiastical persons are not exempted.” Exhibit 11, at 4-5 (emphasis added).

55. Finally, even under the PCUSA’s selective adherence to the denominational constitution, the asserted PCUSA trust clause is not the end of the inquiry. It bears repeating that even under the terms of the new denominationally-asserted trust clause, individual congregations could vote until 1991 to be exempt from any PCUSA property provision to which that church was not previously subject. Exhibit 2, PCUSA Book of Order at § G-4.0208. FPC has always asserted that its exercise of the exemption, which permits local churches to buy and sell property as they see fit, was a legitimate renunciation of the purported trust. Exhibits 6, 8-9. Though the Presbytery has disputed whether such a vote serves to negate the trust clause, at least one court has flatly rejected the Presbytery’s position. *See Carrollton Presbyterian Church v. Presbytery of S. Louisiana of Presbyterian Church (USA)*, 77 So. 3d 975, 981 (La. Ct. App. 9/14/11), *writ denied*, 82 So.3d 285, *cert. denied*, 133 S.Ct. 150 (holding that under any reasonable interpretation of the denomination’s own governing documents, reliance upon the exemption “negated any express trust as provided by [PCUSA Constitution]”).

56. Taken together, the provisions of the PCUSA Constitution simply do not create the trust claimed by the PCUSA in favor of itself. Nowhere in the PCUSA Constitution are local churches required to adopt a denominational identifier, amend their corporate charters to create a trust, dedicate their property in trust, subject their corporate powers to denominational control, or otherwise do any of the various acts that might create a trust under the relevant state law. Rather, as has been the case from the First Presbyterian General Assembly in 1789, the PCUSA Constitution continues to disclaim its own legal enforceability, while at the same time recognizing both judicial authority and, in temporal matters, ongoing congregational property autonomy of former PCUS churches.

D. State Statutes Governing the Holding of Church Property

57. Texas, like most states, does not have a statutory scheme that distinguishes between the property and contractual rights of religious and secular organizations. Church or not, they are subject to the generally applicable provisions of Texas trust law, Texas property law, Texas remedial law, and Texas corporate law. *See Masterson*, 422 S.W.3d at 609. In this case, a consideration of these various legal principles establish multiple, independent reasons why there is no enforceable trust over FPC's property in favor of the PCUSA.

(i) Texas Trust Law

58. Texas law governs any alleged trust of Texas real property. *See Toledo Soc. For Crippled Children v. Hickok*, 261 S.W.2d 692, 697 (Tex. 1953). Although Texas trust law has changed substantially over the course of FPC's 169-year history, it can still broadly be divided into two eras: (1) the historic era, which ends in 1943 and was comprised largely of decisional case law, and (2) the current era, which began in 1943 with the adoption of the Texas Trust Act. *See* Clarence A. Guittard, *Express Oral Trusts of Land in Texas*, 21 TEX. L. REV. 719, 722

(1943); *Fitz-Gerald v. Hull*, 237 S.W.2d 256, 265 (Tex. 1951). Because the applicable body of trust law is comprised of that which existed at the time of the relevant facts, this Petition will address both eras of law. See e.g., *In re Ray Ellison Grandchildren Trust*, 261 S.W.3d 111, 124 (Tex. App. - San Antonio 2008).

59. In the historic era of Texas trust law, a writing was not required to create a trust over real property. See *Mead v. Randolph*, 8 Tex. 191 (Tex. 1852). Nevertheless, to have established an express trust in favor of the denomination over FPC's land before 1943, FPC must have clearly demonstrated its intent to create such an arrangement. See *Patrick v. McGaha*, 164 S.W.2d 236, 241 (Tex. Civ. App. Fort Worth 1942). Moreover, there must be some clear evidence of the requisite intent: "[A]s distinguished from a trust arising from implications, an express trust arises either by express agreement or by direct and positive acts of the parties or by some writing or deed." *Fitz-Gerald*, 237 S.W.2d at 260 (citing authorities). Also, "it is not necessary that the trust instrument expressly convey or devise legal title to a trustee, if the intention to create an active trust appears from the instrument. But again, such intention must be as clearly manifested as if express terms had been employed." *Long v. Long*, 252 S.W.2d 235, 249 (Tex. Civ. App. — Texarkana 1952). "As express trusts are declared by the parties, there can never be a controversy whether they exist or not." *Bateman v. Ward*, 93 S.W. 508, 510 (Tex. Civ. App. 1906). Importantly, if trust language is not specifically used, the intent to create a trust must otherwise be readily apparent: "[The settlor] need not use any technical words or language in express terms creating or declaring a trust; but he must employ language which shows unequivocally an intention on his part to create a trust in a third person or to declare a trust in himself" *Sennuell v. Brooks*, 207 S.W. 626, 629 (Tex. Civ. App. Dallas 1918, no writ).

60. A corollary of the requirement of clear intent is that the party creating a trust must clearly identify and designate the trustee, the beneficiary, and the property that is to be the subject of the trust. "[A]n express trust is generally created by an instrument pointing out the property, purposes and persons of the trust and a definite declaration of each is essential." *Brown v. Donald*, 216 S.W.2d 679, 683 (Tex. Civ. App. — Fort Worth 1949) (evaluating 1922 trust instrument). Accordingly, a trust is only created to the extent provided for in the trust instrument. See *Bateman v. Ward*, 93 S.W. 508, 510 (Tex. Civ. App. 1906) ("The appellants contend that the instruments sued on constitute an express trust. If this is so, the instruments should point out directly and expressly the property, persons, and purposes of the trust.")

61. There is no pre-1943 evidence of any intent by FPC to create a blanket trust over its real property in favor of the PCUS or PCUSA. FPC's history is wholly devoid of any reference to a trust on behalf of anyone other than First Presbyterian Church of San Antonio. For the entire 169-year history of FPC, it has bought and sold properties without any involvement by or interaction with the Presbytery or the denomination. Accordingly, the Presbytery can make no claim that a blanket trust arose over FPC's property prior to 1943.

62. Beginning with the adoption of the Texas Trust Act in 1943, a trust over real property may be established only by a written instrument. See *Mills v. Gray*, 210 S.W.2d. 985, 987 (Tex. 1948). The requirement of a writing now extends to a trust of any property, real or personal. TEX. PROP. CODE § 112.004. Further, the trust instrument must also be signed by the settlor, or owner of the subject property. *Id.* Just as before 1943, "[a] trust is created only if the settlor manifests an intention to create a trust." TEX. PROP. CODE § 112.002.

63. The PCUSA has asserted that it maintains a trust interest in all member church property by virtue of the trust clause found in the 1983 PCUSA Constitution. However, this

argument cannot stand in light of neutral principles of law and the basic requirements of Texas trust law. The PCUS/PCUSA trust clauses, which first appeared in 1982 and 1983 when they were unilaterally added by the PCUSA for its own benefit, were never approved or ratified by FPC. To the contrary, FPC notified the Presbytery of its exercise of the exception to this clause and Presbytery acknowledged this act in 1991. See Exhibits 6-7. In the absence of a signed writing and any evident intent by the settlor (FPC) to create a trust, the Presbytery's trust argument carries two fatal defects.

64. Even *if* this Court were to ignore these defects and assume that a valid blanket trust once existed, such a trust was both revocable and revoked. Under Texas law, “[a] settlor may revoke the trust unless it is irrevocable by the express terms of the instrument creating it or of an instrument modifying it.” TEX. PROP. CODE §.112.051(a). Because there is no instrument that purports to make the alleged PCUSA trust clause irrevocable, FPC revoked any discernible trust by its 1991 by-laws.

(ii) *Texas Corporate Law*

65. Adherence to Texas corporate law is especially significant in light of the PCUSA Constitution's explicit instruction that local churches adopt a corporate form “whenever permitted by civil law.” See Exhibit 2, PCUSA Book of Order at § G-4.0101. Under that provision, congregational corporations are specifically empowered to exercise all powers pertaining to church property. *Id.*

66. As a non-profit corporation formed under the laws of Texas, FPC “has the same powers as an individual to take action necessary or convenient to carry out its business and affairs.” TEX. BUS. ORG. CODE § 2.101. Among other things, Texas law specifically, empowers corporate entities to: (1) “sue ... in the entity's business name,” (2) “acquire, receive, own, hold,

improve, use, and deal in and with property, or an interest in property,” (3) “sell convey, mortgage, pledge, lease, exchange, and otherwise dispose of property,” (4) “elect or appoint officers and agents of the entity,” (5) “adopt and amend governing documents for managing the affairs of the entity,” and (6) “conduct its business, locate its offices, and exercise the powers granted by this code to further its purposes.” TEX. BUS. ORG. CODE §§ 2.101 & 2.112. Importantly, the adoption of corporate form is an unconditional assent to the limits and procedural obligations imposed by Texas law, unless modified by duly adopted governing documents were permitted by law. *See* TEX. BUS. ORG. CODE §§ 2.112 & 2.113.

67. Absent different governing provisions in its certificate of formation or bylaws, a non-profit corporation’s governance is subject to the default provisions of the Texas Business Organizations Code. Pursuant to that statutory scheme, corporate governance is vested in the corporation’s Board of Directors, who must act through a majority of those present at a Board meeting. TEX. BUS. ORG. CODE §§ 22.201; 22.214. Accordingly, the corporation cannot take any action—including the creation or ratification of a trust—without the majority of its Board of Directors concurring in an appropriate resolution to that effect. TEX. BUS. ORG. CODE §§ 22.255 (“A corporation may convey real property of the corporation when authorized by appropriate resolution of the board of directors.”).

68. The Session of FPC has never adopted a resolution ratifying, approving, or otherwise consenting to a trust in favor of the PCUS, the PCUSA, or any other denomination. Nor has the FPC Session or congregation ever authorized the conveyance of title or a beneficial interest in the corporation’s property to any other entity. Under unambiguous provisions of Texas corporate law, any purported action to the contrary is procedurally defective, ultra vires, and invalid. Indeed, it was precisely this type of disregard for default statutory -corporate

procedure that the Texas Supreme Court recently condemned in *Masterson*. 422 S.W.3d at 610 (“[U]nder neither the former nor the current [corporate] statute is an external entity empowered to amend [the corporate bylaws] absent specific, lawful provision in the corporate documents.”).

69. Adherence to Texas corporate law is especially significant in light of the PCUSA Constitution’s explicit instruction that local churches adopt a corporate form “whenever permitted by civil law.” See Exhibit 2, PCUSA Book of Order at § G-4.0101. Under that provision, congregational corporations are specifically empowered to exercise all powers pertaining to church property. *Id.*

70. As a non-profit corporation formed under the laws of Texas, FPC “has the same powers as an individual to take action necessary or convenient to carry out its business and affairs.” TEX. BUS. ORGS. CODE § 2.101. Among other things, Texas law specifically empowers corporate entities to: (1) “sue ... in the entity’s business name,” (2) “acquire, receive, own, hold, improve, use, and deal in and with property or an interest in property,” (3) “sell convey, mortgage, pledge, lease, exchange, and otherwise dispose of property,” (4) “elect or appoint officers and agents of the entity,” (5) “adopt and amend governing documents for managing the affairs of the entity,” and (6) “conduct its business, locate its offices, and exercise the powers granted by this code to further its purposes.” TEX. BUS. ORGS. CODE §§ 2.101 & 2.112. Importantly, the adoption of corporate form is an unconditional assent to the limits and procedural obligations imposed by Texas law, unless modified by duly adopted governing documents where permitted by law. See TEX. BUS. ORGS. CODE §§ 2.112 & 2.113.

71. Absent different governing provisions in its certificate of formation or bylaws, a non-profit corporation’s governance is subject to the default provisions of the Texas Business

Organizations Code. In this case, FPC's original charter expressly claims the full spectrum of Texas corporate rights. *See* Exhibit 5 at 2 ("[We] do hereby incorporate with *all* the rights and powers given by law to such corporations.") (emphasis added). Pursuant to that statutory scheme, corporate governance is vested in the corporation's Board of Directors, who must act through a majority of those present at a Board meeting. TEX. BUS. ORGS. CODE §§ 22.201; 22.214. Accordingly, the corporation cannot take any action including the creation or ratification of a trust without the majority of its Board of Directors concurring in an appropriate resolution to that effect. TEX. BUS. ORGS. CODE §§ 22.255 ("A corporation may convey real property of the corporation when authorized by appropriate resolution of the board of directors.").

72. Neither the congregation, Session nor the Board of Directors of FPC has ever adopted a resolution ratifying, approving, or otherwise consenting to a trust in favor of the PCUS, the PCUSA, or any other denomination. Nor has the congregation, Session or Board of Directors ever authorized the conveyance of a beneficial interest in the corporation's property to any other entity. To the extent there is any ambiguity on the matter, the Session has consistently rejected any external interest in FPC property. *See* Exhibit 6. Under unambiguous provisions of Texas corporate law, any purported action to the contrary is procedurally defective, ultra vires, and invalid. Indeed, it was precisely this type of disregard for default statutory corporate procedure that the Texas Supreme Court recently condemned in *Masterson*. 422 S.W.3d at 610 ("[U]nder neither the former nor the current [corporate] statute is an external entity empowered to amend [the corporate bylaws] absent specific, lawful provision in the corporate documents.").

VIII.
CAUSES OF ACTION

A. DECLARATORY JUDGMENT

73. The allegations contained in the above paragraphs are re-alleged as if fully stated herein.

74. Under *Masterson v. Diocese of Northwest Texas*, 422 S.W.3d 594, 607 (Tex. 2014), the law applicable to this dispute is clear: “Texas courts must use only the neutral principles construct “to determine property interests when religious organizations are involved.” Accordingly, FPC seeks declaratory relief recognizing that, “on the basis of the language of the deeds, the terms of the local church charters, the state statutes governing the holding of church property, and the provisions in the constitution of the general church concerning the ownership and control of church property,” all real property held by First Presbyterian Church of San Antonio or by individual trustees for the benefit of the First Presbyterian Church of San Antonio, along with all improvements thereon, and all personal property, corporeal or incorporeal, is held in fee simple and absolute ownership by FPC and for its sole and exclusive benefit, and without the burden of any trust for the use or benefit of Presbytery, Synod of the Sun, the PCUSA, or any other denomination or any of district administrative units of any other denomination. See *Jones v. Wolf*, 443 U.S. 595, 603 (1979).

B. TRESPASS TO TRY TITLE

75. The allegations contained in the above paragraphs are re-alleged as if fully stated herein.

76. Pursuant to TEX. PROP. CODE § 22.001, FPC has record title to approximately eighteen parcels of property, identified in Exhibit 1, through a regular chain of conveyances from

the sovereignty of the soil, a superior title out of a Common source, and/or title by prior possession that has not been abandoned.

77. FPC is currently in possession of these properties, and it or its predecessor-in-interest has maintained consistent possession of these properties prior to any assertion of a proprietary or trust interest by the PCUSA.

78. Title to these properties is affected by the Presbytery and the PCUSA's claim to a trust or beneficial interest, which claims are legally invalid and unenforceable.

C. SUIT TO QUIET TITLE

79. The allegations contained in the above Paragraphs are re-alleged as if fully stated herein.

80. FPC has record title to approximately eighteen parcels of real property, identified in Exhibit 1.

81. FPC's right of ownership is sufficient to warrant judicial interference, and the Presbytery's claimed interest in trust is a cloud on title that is disturbing FPC's lawful possession. Because FPC holds title superior to that of any interest claimed by the Presbytery, FPC seeks to quiet title its properties.

D. INJUNCTIVE RELIEF

82. FPC also seeks a temporary restraining order, and temporary, permanent and final injunctive relief.

83. FPC is entitled to a temporary injunction to preserve the status quo of the subject matter of the suit pending a judicial resolution of the merits. *See Butnaru v. Ford Motor Co.*, 84 S.W.3d 198, 204 (Tex. 2002). A plaintiff seeking a temporary injunction must plead and prove three elements; (1) a cause of action against the defendant and a probable right to the relief sought; (2) a probable and imminent injury, and (3) an irreparable injury or inadequate remedy at

law. *See id.* As set forth below, FPC needs injunctive relief to protect it from the imminent threat of an irreparable injury.

84. In conjunction therewith, FPC is entitled to a temporary restraining order because it will suffer immediate and irreparable injury, loss, or damage before a hearing can be held on its request for a temporary injunction.

85. Further, FPC respectfully seeks an order permanently enjoining the Presbytery from taking any action that might in any way interfere with FPC's exclusive ownership, use, and control of its property as adjudicated by this Court.

86. Notwithstanding the trust claim the PCUSA and Presbytery assert over FPC's property, there is a present, real, and substantial threat that Presbytery will undertake to take over FPC if FPC simply stands on its right, as it is doing here, to seek a declaration of its property rights. The PCUSA and its district Presbytery, acting on the PCUSA's behalf, claim that the mere act of FPC seeking this adjudication authorizes the Presbytery to take over FPC—remove its governing session, fire its pastors, take its bank accounts, and put its property in the PCUSA's name. Such actions, intended to pressure local congregations not to assert their rights, should not be tolerated or rewarded. To be clear, this is no mere prediction of Presbytery conduct after a final, non-appealable judicial declaration has been rendered in the Presbytery's favor. Rather, under the PCUSA directives, the Presbytery is instructed to take such action simply because a local congregation seeks a judicial determination of its rights. For obvious reasons, the use of such methods must be restrained and enjoined.

(i) **A Cause of Action against the Defendant and a Probable Right to the Relief Sought**

87. To be entitled to immediate preliminary injunctive relief, Plaintiff must first demonstrate that it is likely to be entitled to relief on a cause of action against the relevant defendant..

88. As set forth above, FPC has petitioned this Court for declaratory judgment to fully and finally adjudicate the congregation's property rights. Moreover, the legal principles that govern this dispute are both familiar and well-settled. Just as the Court would do in any other property dispute, it must now use these neutral principles of state law to determine who owns the relevant property and whether that property has been encumbered with any trust interest in favor of another party. *Masterson*, 422 S.W.3d at 607. As established by both the United States Supreme Court and the Texas Supreme Court, the factors relevant to this question include documents of title, the terms of the local church's charter, the denomination's constitution, and any applicable provisions of state law. *Id.*; *see also Jones*, 443 U.S. at 603. After conducting a neutral and secular examination of the facts and documents, the lone question for the court is whether the parties created a trust or other enforceable property interest that is "embodied in some legally cognizable form" under state law. *Jones*, 443 U.S. at 606.

89. As discussed at length above, there is no reasonable legal basis on which the Presbytery can claim an enforceable trust in favor of the PCUSA. FPC's corporate charter does not purport to create any such trust or otherwise serve to establish a proprietary interest in favor of the denomination. None of the deeds by which FPC acquired its current property purport to vest any beneficial interest in the denomination or anyone other than FPC. Finally, while serving as the sole basis of the alleged trust, the PCUSA's denominational constitution disclaims its own enforceability.

90. When Texas law is applied to these facts and instruments, there can be little doubt that the Presbytery's trust claim on behalf of the PCUSA is not legally cognizable, for multiple, independent reasons. In fact, the property trust claimed by the PCUSA and Presbytery would contravene no less than five clear provisions of Texas law: (1) Texas trust law requires proof of an intent to create a trust; (2) if any trust is alleged to have arisen since 1943, it must be created in writing; (3) if any trust is alleged to have arisen since 1943, it was revocable; ; (4) parties such as the Presbytery lose the right to file legal claims after a statutorily designated period of time; and (5) Texas corporations like FPC can only create and convey property interests in accordance with their charter, bylaws, and default provisions of Texas corporate law. Thus, FPC has shown its likelihood of success in obtaining the relief sought.

(ii) Probable and Imminent Injury

91. The second prerequisite to immediate injunctive relief is proof of a probable and imminent injury.

92. The infliction of a real and immediate injury is not only possible, but it is actually a standard operating procedure for PCUSA presbyteries faced with civil actions by local congregations. In fact, the headquarters of the PCUSA, to whom Mission Presbytery is answerable, has issued two extreme strategy memoranda for use by lawyers representing presbyteries faced with litigation. Of particular concern is the denomination's repeated prodding of presbyteries to implement a device called an "administrative commission" to seize all local church assets and take control of local church property.

93. An administrative commission is a small committee of presbytery representatives self-granted an allegedly unlimited scope of powers under the guise of spiritual emergency. Indeed, the PCUSA has even advised that "[Of the presbytery has information that declares a

schism is imminent," an administrative commission should be immediately formed with the authority to "assume original jurisdiction over"—fire and replace—the entire governing session of a church. Exhibit 12, PCUSA Legal Strategy Memoranda, *re: Local Church Property Expropriation* (commonly called "Louisville Papers"). Further, the PCUSA Book of Order ambiguously states that when there is a "report" that a particular church is "affected with disorder," a presbytery can, without prior notice or hearing, appoint an "administrative commission" to indefinitely assume original jurisdiction of the local church. Although the use of an administrative commission is ordinarily intended to *address spiritual* matters and operate *ecclesiastically* to assure sound doctrine, PCUSA presbyteries have been departing from the customary and expected use of administrative commissions and have misused them for *temporal*, civil purposes as a device to try and impermissibly expropriate local church property in spite of civil judicial authority.

94. The PCUSA's denominational headquarters has also issued "Advisory Opinion" Note 19, which in part III thereof warns presbyteries that if they do not act aggressively in using administrative commissions to take control of local church property, the regional synod will appoint its own administrative commission to take over control of the presbytery. See Exhibit 13, Advisory Opinions: Note 19 to enforce Trust Clause.

95. In a heavy-handed attempt to discourage congregations from expressing disagreement or asserting their legal rights, the PCUSA has made the following recommendations to presbyteries faced with litigation:

- a) advocate use of administrative commissions specifically for church property disputes, and in conjunction therewith advises how to remove the local pastor and/or governing board of the local church;
- b) advise how to freeze local church assets and physically seize property;

- c) recommend placing a cloud on local church property titles by filing affidavits in property records, irrespective of state law or the facts of any property in dispute;
- d) recommend mailing letters concerning contested property to any banks or other financial institutions that hold accounts for the local church, which letters "order" that no assets be released to the local church;
- e) instruct presbyteries to investigate the religious background of any judge assigned to the case in order to exploit potential partiality or religious issues;
- f) recommend that presbyteries in their pleadings "use spiritual language" in order to posture themselves in a positive light, and to negatively refer to the local church in the caption and in pleadings as "schismatic"; and
- g) recommend to presbyteries, through the use of administrative commissions, to try and keep the local church in a defensive secular legal posture, counseling "Let the schismatics seek Caesar's help."

See Exhibit 12.

96. In response to dissent by local congregations against certain denominational actions, PCUSA presbyteries have variously: (a) taken acts intended to assert ownership or place clouds on otherwise merchantable local property titles, (b) recorded, without prior notice, affidavits or other documents in local mortgage and conveyance records that improperly assert trusts on local church property in favor of the denomination, regardless of the facts of a local church's property history or the laws of the state in which local church property is situated; (c) sought to change locks on local church property without notice and otherwise seize local church assets; and (d) appointed "administrative commissions" to assert "original jurisdiction" to supplant existing congregational property control by removing, without notice and opportunity for hearing, dissenting ministers and sessions.

97. The threat of retaliation by the Presbytery is not some distant and abstract threat with which the Mission Presbytery is wholly unfamiliar. The threat of Presbytery action is imminent. If a congregation or its leadership preemptively files suit in a civil court against the

Presbytery, Presbytery may immediately form an administrative commission and take over the church. *See* Exhibit 12. According to that policy, a local church who wishes to exercise its right of access to the civil court system faces the real threat that its pastors and staff will be fired, its governing session unseated, its assets frozen, its doors shut, its right to determine its religious affiliation stripped, its accounts cleaned out, and its property sold. *See id.* Because the Presbytery ostensibly can use, lease, or sell any property it seizes, the Presbytery is actually incentivized to form an administrative commission as promptly as possible when a suit is filed. *See id.*

98. The Dallas-area PCUSA presbytery, Grace Presbytery, has already demonstrated the very real threat posed by the misuse of administrative commissions. On May 21, 2012, one day after the congregation of First Presbyterian Church of Longview, Texas voted by over a 70 percent margin to seek dismissal from the PCUSA, an administrative commission appointed by Grace Presbytery “assumed original jurisdiction” over the Longview congregation’s property. In disregard of the corporate and property rights of the church’s members, the administrative commission substituted itself in place of the session that had been duly elected by the congregation, and asserted ersatz authority as the new governing body of the local church in order to seize absolute control of all property,

99. In other cases, a judicial prohibition has only inspired PCUSA presbyteries to contrive new ways to try and separate churches from their property. *See Carrollton Presbyterian Church*, Suit Number 565482, 19th Judicial District Court, East Baton Rouge Parish, State of Louisiana, Written Findings and Reasons for Judgment Imposing Sanctions, issued July 18, 2013, affirmed on appeal, March 9, 2015. In *Carrollton*, the same PCUSA synod that has oversight over the Presbytery, the Dallas-based Synod of the Sun, conspired with a presbytery

similarly situated to Mission Presbytery to knowingly and willfully violate a court order in an attempt to take control of local church property. *See id.* In fact, the *Carrollton* court found the presbytery's and synod's efforts to circumvent the court's injunction to be so egregious that it imposed \$390,000.00, plus interest, in sanctions against the two bodies.⁴

(iii) Irreparable Injury and Inadequate Remedy at Law

100. The third and final prerequisite to preliminary injunctive relief is proof of an irreparable injury and inadequate remedy at law. Ordinarily, "[a]n injury is irreparable if the injured party cannot be adequately compensated in damages or if the damages cannot be measured by any certain pecuniary standard." *Butnaru*, 84 S.W.3d at 204. *See also Texas Indus. Gas v. Phoenix Metallurgical Corp.*, 828 S.W.2d 529, 588 (Tex. App. Houston [1st Dist.] 1992) (finding no adequate remedy at law when potential damages cannot be calculated).

101. Because the requested restraining order and injunction is intended to protect FPC's title to real property, the inadequacy of any legal remedy is presumed. TEX. CIV. PRAC. & REM. CODE § 65.011(4). In this case, the property implications of this matter will only be reached after the Presbytery has caused substantial non-pecuniary damage and interrupted the daily ministry of FPC. Before the Presbytery can purport to exercise any authority over FPC's property, it would have to take the extraordinary step of ousting FPC's pastoral staff, governing

⁴ In imposing sanctions against the presbytery, the district court said, "The PSL has violated professional norms, disdained civil authority, and engaged in sanctionable conduct in many ways other than the deliberate violation of the February 13, 2009, TRO: In memoranda filed and submitted to this court the PSL called the exercise of this court's subject matter jurisdiction, or a request by Carrollton that this court exercise its subject matter jurisdiction, 'malevolent.' The PSL said that U.S. District Judge Ralph Tyson, a respected African American jurist, did not do his own work but instead merely 'rubber stamped' the work of others, in effect characterizing him as lazy. PSL 2791. The PSL also said that he would be inclined to base his decision concerning remand on the skin color of the lawyers appearing before him. PSL 1695; The PSL said that the work of U. S. Magistrate Judge Stephen Riedlinger exemplified the 'total depravity' of man. PSL 2446; The PSL said that the federal court in Baton Rouge was 'compromised,' which by definition is to accuse the federal court of being dishonorably corrupt. PSL 2446. The PSL flagrantly disobeyed this Court's September 22, 2009, Order to produce documents, claiming that it did not know that 'all persons' meant all persons. The PSL grossly misrepresented case law holdings and rationale and turned cases on their heads, repeatedly urging frivolous legal arguments." 19th Judicial District Court, Baton Rouge Parish, State of Louisiana, Suit No. 565482, Written Findings and Reasons for Judgment Imposing Sanctions, issued July 18, 2013, *aff'd* on Appeal, March 9, 2015.

session, or Board of Directors, or all three. The forcible removal of every vestige of FPC leadership would not only have an incalculable effect upon those leaders cast out, but there is no way of foreseeing how such action might affect the congregation, the day care program in its building, or the ministries so dependent upon FPC.

102. FPC is a not-for-profit corporation whose sole purpose outside of religious worship is the spiritual, moral, and emotional edification of its members and non-members within its sphere of influence. Like any such organization, it is highly dependent upon continuity of membership, leadership, and fellowship. FPC is dedicated exclusively to serving those in spiritual and physical need, literally measuring its' impact not in dollars and cents, but in lives and souls. Where the interruption of a business might result in lost profits, the interruption of FPC's ministry could immediately deprive other charities, a needy family or individual of the flow of resources on which they have come to depend, both tangible and intangible. Moreover, because the ministries of FPC often serve those with the greatest need, the disruption of FPC's operations would be greatly magnified and disproportionately felt by those with the least means.

103. Among the ministries and philanthropic causes which depend on FPC are many that are dedicated to bettering the lives of people in the City of San Antonio, the state of Texas, and even in other countries throughout the world. For a number of years, FPC has provided as much as \$1,000,000.00 each year to local, national and foreign ministries, such as the SAMM shelter (started at FPC), Community Assistance Ministry (CAM), the Dental Clinic, Mission Road, oversees missions and numerous other local and foreign missions.

104. As a non-profit administrator of donations and contributions, FPC is heavily dependent upon the continuous and steady flow of offerings and gifts from its members. However, the mere uncertainty caused by the pending threat of a Presbytery takeover is enough

to stem the flow of resources into the church from anyone who legitimately fears the day that the Presbytery takes action. Not only is it impossible to quantify such lost contributions, but any reduction in collections could directly inhibit the ability of the session to routinely fund international missionaries, make monthly contributions towards college scholarships, and otherwise spend discretionarily.

105. The concerns expressed above easily exceed the type of irreparable injury needed to justify preliminary injunctive relief. *See, e.g., Sonvvalkar v. St. Luke's Sugar Land P 'ship, L.L.P.*, 394 S.W.3d 186, 201 (Tex. App. — Houston [1st Dist.] 2012) (finding loss of interim management rights irreparable); *Guardian Sav. & Loan Ass 'n v. Williams*, 731 S.W.2d 107, 108 (Tex. App. — Houston [1st Dist.] 1987) (finding consequences of property foreclosure irreparable); *Lifeguard Benefit Servs., Inc. v. Direct Aled Network Solutions, Inc.*, 308 S.W.3d 102, 112 (Tex. App. Fort Worth 2010) (finding "potential loss of goodwill, loss of reputation in the industry" irreparable).

106. In light of the foregoing concerns, likelihood of success, and probability of harm, a temporary restraining order and injunction while this suit is pending is necessary to stay the hand of the Presbytery from any actions that would adversely affect FPC's longstanding control of its own property. Temporary injunctive relief would also protect the members of FPC who, under Texas nonprofit corporation law, are the members of, and in effect the shareholders of, the local church corporation. Compared to the immeasurable damages that might be experienced by the FPC congregation and those it helps if an injunction is not issued, the harm that the Presbytery might suffer because of the requested injunction is wholly immaterial. At present, the Presbytery does not own, use, enjoy, or administer any of the assets or property of FPC, which only FPC possesses, controls and operates. A temporary restraining order and temporary

injunction are merely needed to preserve the status quo until such time as the question of ownership, use, and control of the property of FPC can be determined by the civil courts.

107. Due to the risk of immediate and irreparable harm that might result before a hearing can be had on this Application for Temporary Restraining Order, FPC has filed this Petition ex parte and without notice to the Presbytery. TEX. R. CIV. P. 680.

108. FPC is willing to post a reasonable bond as directed by the Court.

109. FPC respectfully requests a hearing on its Petition for Temporary Injunction within fourteen days.

IX. ATTORNEYS' FEES

110. FPC has retained experienced legal counsel to represent it in this action and has agreed to pay reasonable and necessary attorneys' fees. FPC seeks recovery of its reasonable attorneys' fees and expenses under TEX. CIV. PRAC. & REM. CODE § 37.009.

X. PRAYER FOR RELIEF

For the reasons stated above, Plaintiff, First Presbyterian Church of San Antonio, prays that the Presbytery be required to appear and answer herein and that FPC have judgment for declaratory relief and injunctive relief in its favor as follows:

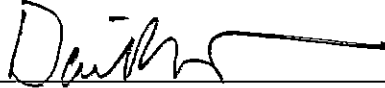
1. Declaratory Relief- Declaratory relief recognizing the exclusive, complete, and absolute ownership and control of First Presbyterian Church of San Antonio over all of its property, both real and personal, together with all buildings, incorporated assets, and improvements thereon, wherever located, and whether held by, for, or in the name of First Presbyterian Church of San Antonio, free of any claimed trust interest, divisible ownership right, or beneficial interest by any other party. ;
2. Injunctive Relief -
 - A. Temporary Restraining Order-entering a Temporary Restraining Order be issued against Mission Presbytery, its officers, agents, employees, and counsel, and any persons or entities in active concert or participation with

the Presbytery, or acting by or through the Presbytery or on its behalf or in its stead from:

- (1) Filing any documents in the mortgage and conveyance records in Bexar County, or any County where FPC's property is located, the effect of which would be to place a cloud on the title of any property titled in the name of plaintiff;
 - (2) Otherwise taking any action to claim or assert ownership, use, or control of the Personal and Real Property, or a right to determine ownership, use or control of the Personal and Real Property, in the possession or control of, owned by, titled in the name of or held for the benefit of First Presbyterian Church of San Antonio;
 - (3) Asserting any rights to the property of First Presbyterian Church of San Antonio, including but not limited to seeking to change the locks of the church, initiating any disciplinary action against the ministers or members of the church, appointing an administrative commission with authority to assume "original jurisdiction" over FPC's local governance and control of local property possessed by or titled in the name of First Presbyterian Church of San Antonio or First Presbyterian Church of San Antonio Foundation, or otherwise interfering, by dissolution or otherwise, in any way with the property-related rights and responsibilities of the employees of FPC, the governing body of FPC (the session), its congregation, or the governing body of its local church corporation FPC (the board of trustees);
 - (4) Contacting any financial institution to assert a claim of interest in any account, fund, stock or other asset held in the name or for the benefit of First Presbyterian Church of San Antonio or First Presbyterian Church of San Antonio Foundation; or
 - (5) Otherwise interfering with the normal duties and responsibilities of the officers, ministers, and employees of First Presbyterian Church of San Antonio or the First Presbyterian Church of San Antonio Foundation or any designees thereof in any way that pertains to the ownership, control, use or disposition of the Real and Personal Property held by, for or in the name of First Presbyterian of San Antonio.
- B. Temporary Injunction - enjoining defendant during the pendency of this suit, from any of the acts described in paragraph 1) of this prayer;
- C. Permanent Injunction - permanently enjoining defendant from any of the acts described in paragraph 1) of this prayer;

3. Reasonable and necessary attorneys' fees through trial and any appeal or application for relief to any appellate court by any party;
4. All costs of suit; and
5. For all such other further general and equitable relief to which Plaintiff may be entitled.

Respectfully Submitted,



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Attorneys for First Presbyterian Church of San Antonio

VERIFICATION

THE STATE OF TEXAS §

BEXAR COUNTY §

Before me, the undersigned Notary Public, on this day personally appeared N. A. Stuart III, a person whose identity is known to me. After I administered an oath to affiant, affiant testified:

1. My name is N. A. Stuart III. I am over the age of 18, of sound mind, a citizen of the United States, and fully capable of making this verification.
2. I have read the PETITIONER'S VERIFIED ORIGINAL PETITION FOR DECLARATORY JUDGMENT AND APPLICATION FOR TEMPORARY RESTRAINING ORDER AND TEMPORARY AND PERMANENT INJUNCTION, to be filed on behalf of First Presbyterian Church of San Antonio. I am familiar with the facts alleged therein.
3. I have actively attended First Presbyterian Church of San Antonio for over twenty years.
4. I have served on First Presbyterian Church of San Antonio's session, the governing body of the church, for several three-year terms.
5. I am currently serving as Clerk of Session, the administrative representative of that body and have responsibility for taking the minutes of the meetings of the session and congregation.
6. I am also a member of the Church Relations Committee, which has responsibility for monitoring actions taken by the PCUSA and communicating with the session and congregation on governance issues. I served as a delegate to the 2012 General Assembly, the bi-annual meeting of the Presbyterian Church (U.S.A.).
7. Because of the extensive breadth of the facts discussed in the Petition, which span more than 169 years, there is no one who has personal knowledge with regard to the veracity of certain historical statements, but it is my understanding these statements are from the archives of First Presbyterian Church of San Antonio.
8. However, due to my tenure as a member of First Presbyterian Church of San Antonio, my involvement as a member of the Church Relations Committee and my service as a delegate to General Assembly, as well as my substantial involvement in the ministries of the church, its governance, and its daily activities, I am qualified to personally attest to the accuracy of the factual allegations made by First Presbyterian Church of San Antonio in its Petition.
9. I attest to the truthfulness of the statements and factual allegations in the Petition made with regard to First Presbyterian Church of San Antonio and its governance.

over the past several years, its ministry, and its operations, including its current ministries, its relationship with Mission Presbytery, its relationship with the denomination, its renunciation of a trust, its property holdings, its corporate charter, its corporate bylaws, and its actions concerning dismissal.

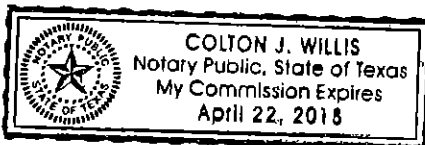
10. With regard to the remainder of the statements and factual allegations made in the Petition concerning the formation of First Presbyterian Church of San Antonio in 1846, its property transactions, its incorporation, its property deeds, the historical denominational constitutions, historical denominational positions, and historical correspondence with the Mission Presbytery, I did not have the contemporaneous particular involvement that would enable me to personally attest to those events. However, I am broadly acquainted with the events and circumstances which surround and arose out of these allegations. In connection therewith, I have reviewed the source documents on which these statements are based, including selected session minutes; published constitutional provisions of the Presbyterian Church in the United States of America, the PCUS, and the PCUSA; correspondence between First Presbyterian Church of San Antonio and Mission Presbytery; and congregational resolutions. Based upon a reasonable review of these documents, together with my own familiarity with the general subject matter, I verify that the statements and factual allegations made in the Petition are true and correct.
11. To the best of my knowledge, neither Mission Presbytery, nor its predecessor, nor any division of the PCUSA or the PCUS has made a financial contribution to the purchase, addition to or maintenance of the real property owned by First Presbyterian Church.
12. To the best of my knowledge, neither Mission Presbytery, nor its predecessor, nor any division of the PCUSA or PCUS ever made a financial contribution to the mission or operations of the programs of church.

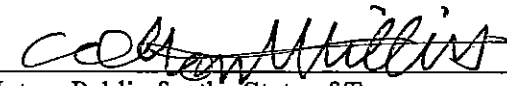
Further affiant sayeth not.


N. A. Stuart III

Clerk of Session, First Presbyterian Church of San Antonio

Sworn to and subscribed before me this 11 day of May, 2015.




Notary Public for the State of Texas
My Commission Expires: 4/22/15