

IN THE CIRCUIT COURT OF ST. CHARLES COUNTY
STATE OF MISSOURI

DARDENNE PRESBYTERIAN CHURCH, INC.,	)	CASE NO.	2311-CC01028
)		
Plaintiff)		
)		
v.	)	DIVISION NO.	4
)		
PRESBYTERY OF GIDDINGS-LOVEJOY, INC. and PRESBYTERIAN CHURCH (U.S.A.), A CORPORATION,	)	JUDGE:	Hon. Michael J. Fagras
)		
Defendant)		

AFFIDAVIT OF DAVID SCHLANSKER

On the below-indicated date, the signing individual appeared before me, a licensed notary public of the State of Missouri, and after being administered a sworn oath, affirmed the truth of the following statements:

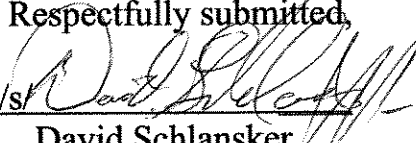
1. My name is David Schlansker, and I am of the age of majority and a resident of St. Charles County, Missouri. I affirm the statements in this Affidavit based upon my own personal knowledge and belief. If I were called upon to testify, I could and would testify to the truth of the matters stated in this Affidavit.
2. I became a member of the Dardenne Presbyterian Church (“DPC” or the “church”) on September 18, 1977, and have remained a member of the church ever since.
3. In the 1980’s and 1990’s, I was elected to several different leadership positions within the church, including at least two three-year terms (that I can recall) as a member of DPC’s governing session. Around the early 1980’s, I also worked with Jerry Leigh on the church’s Building Council, which oversaw the acquisition of property and construction of a new sanctuary, gymnasium, and administrative office building. I also oversaw some physical construction activities for the church and have served as its head of Sunday School.

4. I was not personally involved as a leader in organizing the sale of the church's property to William and Glenn Schuman in 1982. However, I specifically remember the transactions and I remember Jerry Leigh and Rick Sabbert, an attorney, helping to put them together. I also recall that they were presented to the congregation for approval as a way to keep the presbytery and the denomination out of our property. I also remember church leadership explaining that the goal was to model the transaction after the church's acquisition of its main property after the Civil War, as that property was subject to a clause stating that the property could never go to any presbytery. The entire congregation was aware of the Schuman transaction, which the leadership described as making sure the property was protected and could not be taken by another presbyterian body; this was important, because, as happens from time to time, there was some discussion then of the church potentially leaving the denomination.
5. In the early 1980's, in both the congregation and the session, and in the view of our pastor Tom Sale, there was a strong desire and consensus to make sure that the presbytery could not obtain or control our property no matter what happened.
6. I also remember that the property issue came up again after the PCUSA was formed, and there was some designated period of time during which each church in the PCUSA could approve a resolution to protect their property. This property-protection resolution was presented to the congregation, with the entire purpose of it being that we did not want our property to ever, ever be legally part of the PCUSA. The congregation was instructed that we thus either had to vote that our property would never pass to the PCUSA at any point in time in the future, or else it would be set up that, if something happened in the future, the PCUSA could potentially take our property away. On this issue, everyone was in agreement, and we were trying not to become part of the PCUSA's property.
7. Among the church's leaders, we talked about the church's decision to claim its own property and reject any PCUSA trust claim, and we specifically discussed the need to notify the presbytery. Our relationship with the presbytery was not great, and there were occasionally discussions about leaving the presbytery, and so we were concerned the presbytery could one day take some action against us. To best protect us, we agreed DPC needed to notify the presbytery what we had done and that we did not want them to have, and that should not have, any of our

property, ever.

- 8. I have been told that the PCUSA presbytery today asserts that DPC's property exemption resolution was intended to give some property rights to the PCUSA. However, that is not at all consistent with my recollection, and there is no chance at all that we were trying to give anything to the PCUSA at the time.

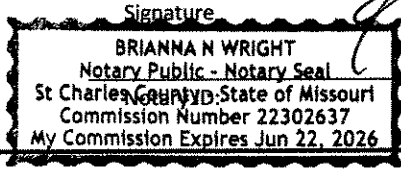
I declare under penalty of perjury that the foregoing is true and correct.
Executed on April 4th, 2024.

Respectfully submitted,

 David Schlansker

NOTARIZATION

On this 4 day of April, 2024, the individual David Schlansker appeared before me in **St. Charles County**, Missouri, and affirmed his duly-authorized approval of this document, in view of the identified witnesses, by affixing his signature above.

SWORN TO BEFORE:  Brianna Wright 4/4/24



Signature _____ Name _____ Date _____
6/22/2026
 Commission Expiration

IN THE CIRCUIT COURT OF ST. CHARLES COUNTY
STATE OF MISSOURI

DARDENNE PRESBYTERIAN CHURCH, INC.,)	CASE NO.	2311-CC01028
)		
Plaintiff)		
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v.)	DIVISION NO.	4
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PRESBYTERY OF GIDDINGS-LOVEJOY, INC. and PRESBYTERIAN CHURCH (U.S.A.), A CORPORATION,)	JUDGE:	Hon. Michael J. Fagras
)		
Defendant)		

AFFIDAVIT OF D. JERRY LEIGH

On the below-indicated date, the signing individual appeared before me, a licensed notary public of the State of Missouri, and after being administered a sworn oath, affirmed the truth of the following statements:

1. My name is D. Jerry Leigh, and I am of the age of majority and a resident of St. Charles County, Missouri. I affirm the statements in this Affidavit based upon my own personal knowledge and belief. If I were called upon to testify, I could and would testify to the truth of the matters stated in this Affidavit.
2. I became a member of the Dardenne Presbyterian Church (“DPC” or the “church”) in 1974 and remained a member of the church until around 1998 or 1999, when my wife and I joined another church. However, we also temporarily moved our membership back to DPC for a period of five years from 2012-2017. I do not presently attend church at DPC.
3. Between 1974 and 1998, I served in various elected or appointed positions on DPC’s Session, Board of Deacons, and/or committees of those bodies. In 1982, I was one of DPC’s governing session members, or directors. Because of my training and background in commercial real estate, it was around this time that I was also named as head of the church’s “Building Council,” which was responsible for overseeing the planning, financing, and construction of DPC’s new sanctuary, which was needed to

accommodate the church's membership at the time.

4. In the early 1980's, DPC became very concerned with cementing its status as the only party that could control or use the church's property. I was personally dealing with potential lenders at the time, and we wanted certainty in this area in order to satisfy any lender concerns. Because the new construction was going to entail so much debt and such a large need for funds from church members, many in the church were also very concerned with making sure that we did not spend all of our money on property that could potentially be interfered with by another ecclesiastical body.
5. Because of my DPC responsibilities and background, I was personally involved in assembling the property deeds and other documents needed. I remember locating one of the church's original deeds that we called the "Bates deed," and that it had some very specific and helpful language that precluded any denomination and any ecclesiastical body from coming in and trying to control the church's property. Working with Rev. Tom Sale and an attorney for the church (Rick Sabbert), we determined that an ideal plan to protect the church's property would be to incorporate the same language from the Bates deed into the church's other deeds.
6. I was personally involved in planning and preparing the documents for the transaction that we intended to protect DPC's property from any interference. I also knew William Schuman, who was a very generous member of the church and who had the resources to help us. In particular, we structured a sale of the church's property to Mr. Schuman and his brother; once they held the property, the Schumans encumbered it with the denominational interference restriction from the Bates deed, and then the property was returned to DPC subject to the new encumbrance. The clear intent in these transactions, and what we actually intended to do, was to take the anti-interference language from the Bates deed and have it legally cover all of DPC's property.
7. Though we were raising money to finance a church building campaign, we were very intentional in not asking for any money from the presbytery or denomination. We never asked for any permission to buy or sell anything, because our view was that we had all rights to our property and we wanted it to stay that way.
8. Prior to the Schuman transactions, some of our property was held by the

session, and some was held by the church's Board of Trustees. Because I was a session member at the time, I physically executed the deed transferring several of the parcels from the session to the Schumans.

9. I remember that, after the Schuman transaction, the church's denomination, the PCUS, merged with another denomination to create the PCUSA in 1983. This was a significant event, as the other denomination joining to make the PCUSA was not as conservative, and we also knew that it claimed to control local church property. At the time, the church leaders specifically discussed the merger and the possible impact on property. However, I and the other church leaders were not worried about any PCUSA claim to our property due to the steps we had taken with the Schumans. We thought: we have won, we have protected the property to the satisfaction of any court, and there is no way to get around it.
10. Then, not long after, some of our leaders had a discussion with presbytery representatives, who suggested that whatever we had done in the past was not good enough. Rather, it was reported back to us from the presbytery that, from the denomination's perspective, what we had to do to get away from the PCUSA's property trust was to claim a new PCUSA property "exemption," and that this exemption was needed to make our previous actions effective. We were given to understand that, after the PCUS merger, there was a period of time during which we could act through the exemption to retain our property; and, if we didn't act, the new denomination (the PCUSA) could possibly claim our property.
11. So, as we understood it and as it was presented to us, there was a property exemption in the PCUSA, and if the exemption was claimed, a church's property would not be moved into the PCUSA or be subject to any PCUSA claim. Based on that understanding, the leaders agreed to recommend that the church claim the PCUSA property exemption, which the church did in January 1984. Prior to the 1984 resolution, the DPC congregation was explicitly told that we had to do this to make clear to the presbytery what our rights were so that we would continue to retain our own property and could get our own financing without the presbytery's involvement. In essence, what we knew is that the new PCUSA was going to try and take control of our property, and that our church was saying "no."
12. The church's 1984 vote was designed to be another extension of what the church had done in the Schuman transactions. We recommended and

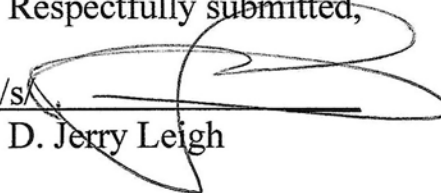
passed the 1984 exemption resolution just in case there was an argument that what we had done in the PCUS was not good enough to protect us in the PCUSA. We were trying to make absolutely “dead sure” that no one other than DPC could touch DPC’s property. The congregation was fully aware of this intent and was fully on-board with not wanting any outside denomination to have any ability to interfere with the property that we were incurring the debt for.

13. I specifically recall that we made it very clear to the presbytery that we had held a congregational meeting, that we were not playing the PCUSA’s “game,” and that we fully owned our property. We specifically discussed the need to send a formal letter to the presbytery to let them know about our exemption claim, because if we didn’t, then the presbytery could take the position that our exemption claim was ineffective.
14. The different steps the church took in 1982-1984 were just links in one related chain of events. Everything we did was designed strictly to keep the property out of the hands of any other denomination or ecclesiastical body, which is why we did not use language that was specific to the PCUS or PCUSA. Indeed, we liked the Bates deed language so much because it protected against any interference from any denominational group.
15. I have been told that the PCUSA presbytery today asserts that DPC’s 1984 exemption resolution was intended to give some property rights to the PCUSA. However, that is just craziness. Everything we did was intended to keep the PCUSA from ever having any ability to interfere with our property. The notice we sent to the presbytery was not sent to let the presbytery know that they now could control our property, but exactly the opposite: it was to let them know that our congregation did not in any way want our property to be encumbered by any denominational claim, ever.

[SIGNATURE AND NOTARIZATION ON NEXT PAGE]

I declare under penalty of perjury that the foregoing is true and correct.
Executed on April 4, 2024.

Respectfully submitted,

/s/ 
D. Jerry Leigh

NOTARIZATION

On this 4 day of APRIL, 2024, the individual D. Jerry Leigh appeared before me in **St. Charles County**, Missouri, and affirmed his duly-authorized approval of this document, in view of the identified witnesses, by affixing his signature above.

SWORN TO BEFORE: Kathleen A Lochmann Kathleen A Lochmann 4-4-24
Signature Name Date
12544531 5-20-25
Notary ID: Commission Expiration

KATHLEEN A. LOCHMANN
Notary Public - Notary Seal
State Of Missouri
Commissioned for ST. LOUIS County
My Commission Expires: May 20, 2025
COMMISSION #12544531

IN THE CIRCUIT COURT OF ST. CHARLES COUNTY
STATE OF MISSOURI

DARDENNE PRESBYTERIAN CHURCH, INC.,)	CASE NO.	2311-CC01028
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Plaintiff)		
)		
v.)	DIVISION NO.	4
)		
PRESBYTERY OF GIDDINGS-LOVEJOY, INC. and PRESBYTERIAN CHURCH (U.S.A.), A CORPORATION,)	JUDGE:	Hon. Michael J. Fagras
)		
Defendant)		

On the below-indicated date, the signing individual appeared before me, a licensed notary public of the State of Missouri, and after being administered a sworn oath, affirmed the truth of the following statements:

- My name is Jerry Aubuchon, and I am of the age of majority and a resident of Lincoln County, Missouri. I affirm the statements in this Affidavit based upon my own personal knowledge and belief. If I were called upon to testify, I could and would testify to the truth of the matters stated in this Affidavit.
- I have been a member of the Dardenne Presbyterian Church (“DPC” or the “church”) since June 1969. I initially served as a deacon before chairing one of the church’s primary administrative committees (the nominating committee), and was eventually elected to the church’s governing session in 1983. In those capacities, both I and my concrete business were involved in various aspects of the church’s construction planning and construction activities, particularly in the 1980’s.
- I recall that, in the early 1980’s, there was widespread concern in the church about a possible effort by the presbytery and denomination to change the rules governing possession and

control of local church property. Our members were opposed to any such changes being allowed and were upset at the possibility.

- In response to the congregation's and leaders' concerns, I remember William Schuman—an active member of the church and also my wife's brother—spearheading a real estate transaction to protect the church's property. As I recall it, William Schuman was interested in helping, and had the money to help the church, by buying certain church real estate himself. Because of the money involved, he also persuaded his brother and my other brother-in-law, Glenn Schuman, to join him in purchasing the property. I don't recall the mechanics of the transaction, but I personally spoke with William and Glenn about the transaction, the entire object of which was to permanently protect DPC's property from any claim of a presbytery or denomination. When the transaction was over, William was satisfied that the plan had succeeded and that the church was safe; particularly, DPC was assured that the presbytery could never come in and take over the present property or any of the planned additions to the church and sanctuary.
- William Schuman was an elected session member or trustee of the church on several occasions in the 1970's and 1980's. All of his efforts at all times as a church leader were aimed at keeping the church's property away from any presbytery, synod, or denomination. William's views were widely known and widely shared by other church leaders during that time.
- When I was elected to DPC's session in 1983, the church continued to have the same view of its property rights. It was discussed among us during my years on the session (1983-1986) that the church was safe and had complete control of its property due to the steps taken in the preceding years. At no point did we reverse, or would we have ever tried to reverse, the actions that my brothers-in-law had assisted with, and we certainly did not wish to give any presbytery or denomination any rights to our property. Indeed, our subsequent decisions to build and invest in our property during the 1980's were always based on the stated understanding that we completely controlled our own property and that we were legally protected from the presbytery controlling

anything.

[SIGNATURE AND NOTARIZATION ON NEXT PAGE]

I declare under penalty of perjury that the foregoing is true and correct. Executed on April 5, 2024.

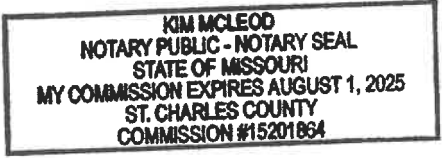
Respectfully submitted,

/s/ Jerry Aubuchon
Jerry Aubuchon

Notarization

On this 5 day of April, 2024, the individual Jerry Aubuchon appeared before me in **Lincoln County**, Missouri, and affirmed his duly-authorized approval of this document, in view of the identified witnesses, by affixing his signature above.

SWORN TO BEFORE: [Signature] Kim McLeod 4-5-24
Signature Name Date
15201864 8-1-25
Notary ID: Commission Expiration



IN THE CIRCUIT COURT OF ST. CHARLES COUNTY
STATE OF MISSOURI

DARDENNE PRESBYTERIAN CHURCH, INC.,	)	CASE NO.	2311-CC01028
Plaintiff)		
v.	)	DIVISION NO.	4
PRESBYTERY OF GIDDINGS-LOVEJOY, INC. and PRESBYTERIAN CHURCH (U.S.A.), A CORPORATION,	)	JUDGE:	Hon. Michael J. Fagras
Defendant)		

AFFIDAVIT OF REV. TOM SALE

On the below-indicated date, the signing individual appeared before me, a licensed notary public of the State of Kentucky, and after being administered a sworn oath, affirmed the truth of the following statements:

1. My name is Tom Sale, and I am of the age of majority and a resident of Henderson County, Kentucky. I affirm the statements in this Affidavit based upon my own personal knowledge and belief. If I were called upon to testify, I could and would testify to the truth of the matters stated in this Affidavit.
2. After attending the Louisville Presbyterian Seminary, I was ordained as a PCUS minister in 1959 or 1960. In 1974, I accepted a call to become the pastor of the Dardenne Presbyterian Church (“DPC” or the “church”), where I remained the head pastor of the church until 1997, when I formally retired. When the PCUSA was created in 1983, I formally became a PCUSA minister at the time and remained one until my retirement. As the church’s head pastor, I formally served as the “moderator” of session meetings, and thus presided over and attended virtually all session meetings during my tenure. As the session moderator from 1974 to 1997, I was very active in session discussions and the general handling of church administrative matters, including the management of church property.

3. In my very first meeting with representatives of DPC, and before I was hired, they made clear to me that the church's main property was governed by what was called the "Barton Bates deed," which contained the "Bates language" that kept any denomination from interfering with or taking the church's property. Even then, the church atmosphere and leadership's opinions about property control were very clear, and the church was very proud of the fact that it controlled all of its property. Indeed, the DPC committee interviewing me wanted me to understand that, if called, I would be joining a church that claimed its own property. For my part, I thought this was reasonable, particularly since that was what I understood the original donor of the property had requested.
4. Several years later, I remember the session undertaking some efforts with William and Glenn Schuman to enhance the protection of DPC's property and to make sure that only the church fully controlled all parcels. I supported the action and agreed that the church should do everything it could to make sure that it alone owned and controlled its property. I worried that the effort might not be given effect by a court, but it was at least an effort, and the session was adamant that the transaction be completed. As I recall, William Schuman, and I think Jerry Leigh and Rick Sabbert, spearheaded those efforts, and they knew the details better than I did. When the congregation voted to approve the Schuman transaction at the session's recommendation, our congregation would have had at least 500 members at the time.
5. After the formation of the PCUSA, the session again voted to take further steps to protect its property rights. Notably, our church never voted to join the PCUSA and had no say in the matter. It was only presbyteries that voted to join the PCUSA (called "the union" or "the reunion"). I remember that we sent two representatives to that particular presbytery meeting and, with the blessing of our session, they voted against the PCUSA's formation. I even recall that, due to a funeral, I was late to the presbytery meeting and so I had missed the vote. However, my sentiment at the time was against the formation of the PCUSA, which would result in the southern and less-centralized PCUS denomination joining with a northern denomination that had views that we were concerned with. For similar reasons, our church overall was generally against the union.
6. Very shortly after the church was moved into the PCUSA, I remember making sure that our church voted to exercise what we understood was a

PCUSA property exemption. My specific recollection is that the vote was conducted because we supposedly had a limited time to reject the presbytery's claimed right to say whether we could mortgage or sell our property or borrow money, and we were given the option of saying that we did not agree with that and would be exempt from it. This was important to us at the time, because we were in the process of building anew, and we wanted to be able to take those actions and deal with financial institutions ourselves without the presbytery interfering or even giving us its advice. So, our session voted to claim the exemption, then we had the church vote on the same exemption, and then we sent a letter to the presbytery indicating our position, which the session records should bear out.

7. When we voted to claim the PCUSA property exemption in 1984, we only understood the resolution as being for the narrow purpose of rejecting the PCUSA's rule that required their approval to enter into property transactions, and that is how I, as the moderator of the congregational meeting, would have explained the exemption. In no way were we at the same time trying to give away any property rights of the church or give up anything in exchange. To be honest, there was not much discussion or debate on the matter, because the leaders' views were one-sided—everyone involved was absolutely of the opinion that we should do whatever we could to preserve any property rights, and no one suggested otherwise. At no point was it ever suggested in any way to our congregation that the property exemption would do anything other than ensure that we kept our property rights.
8. At the time we acted to claim the PCUSA property exemption, it was never discussed that we were giving any legal right or control of anything to the presbytery or the PCUSA, and there was no sentiment or support for that. In fact, there were many times, including then, that many in the church were ready to separate from the PCUSA. I am certain that it was not our intent or the session's intent that, in indicating that we didn't want the presbytery to have a say in our property transactions, that we were giving the presbytery some other right to control our property. It never occurred to us that the presbytery could or would adopt such a position.
9. Throughout my entire time at DPC, including in the 1980's, I wanted us to do everything we could to protect the church's property from any denominational claim. And that certainly reflected the position of just

about everybody, both before the PCUSA's creation and after we became a PCUSA church. Indeed, our leaders and our members had greater doubts about the PCUSA than we did about the PCUS. It is ridiculous for anyone to now suggest that we were only worried about protecting our property in the PCUS, but then we were OK with giving up property rights to the PCUSA a couple years later. The position that our exemption vote in 1984 was intended to give up any property rights is diametrically opposed to what our actual intent was at the time. There is not a soul who was there who could possibly have that interpretation of what we did.

10. As I recall it, there was another PCUSA pastor and seminary professor that visited our church on at least two occasions, including in the mid-1980's. His name was Ben Lacy Rose, and he was actually a former moderator of the General Assembly of the PCUS, which was a very senior official position in that church. I remember discussing with him that, because of our property deeds' inclusion of the Barton Bates language, the church did not have to worry about any denominational claim to its property. We were actually both in agreement that our deeds would control over anything else and anything claimed in the PCUSA's rules.
11. No one in our church or leadership that I know of ever viewed our property exemption—or anything else that our church did—as negating or canceling the Barton Bates language in our property deeds. During my entire time as a leader of the church, I and others always operated under the understanding that our church's property was still protected by the Bates language. Even if it had wanted to, the session would have had no right to cancel the Bates restrictions, and it was never our intention to do that. Until the day I left DPC in 1997, the church was very proud of the Bates deed language and the protections it provided. The property control it guaranteed to our church was occasionally referenced and was very much in everyone's mind anytime we made decisions relating to our property.

[SIGNATURES AND NOTARIZATION ON FOLLOWING PAGE]

I declare under penalty of perjury that the foregoing is true and correct.
Executed on April 05, 2024.

Respectfully submitted,
/s/ Rev. Tom Sale

Rev. Tom Sale

NOTARIZATION

On this 05th day of April, 2024, the individual Tom Sale appeared before me in **Henderson County**, Kentucky, and affirmed his duly-authorized approval of this document, in view of the identified witnesses, by affixing his signature above.

SWORN TO BEFORE: *Hope Jordan* *Hope Jordan* *4-5-2024*
Signature Name Date
KYNP48028 *Mar. 29, 2026*
Notary ID: Commission Expiration

Hope Jordan
NOTARY PUBLIC
STATE AT LARGE
KENTUCKY
COMMISSION # KYNP48028
MY COMMISSION EXPIRES March 29, 2026

IN THE CIRCUIT COURT OF ST. CHARLES COUNTY
STATE OF MISSOURI

DARDENNE PRESBYTERIAN CHURCH,
INC.,

Plaintiff

v.

PRESBYTERY OF GIDDINGS-LOVEJOY,
INC. and PRESBYTERIAN CHURCH
(U.S.A.), A CORPORATION,

Defendant

)
) CASE NO. 2311-CC01028
)
)

) DIVISION NO. 4
)
)

) JUDGE: Hon. Michael J. Fagras
)
)

AFFIDAVIT OF BAXTER TATE

On the below-indicated date, the signing individual appeared before me, a licensed notary public of the State of Missouri, and after being administered a sworn oath, affirmed the truth of the following statements:

1. My name is Baxter Tate, and I am of the age of majority and a resident of St. Charles County, Missouri. I affirm the statements in this Affidavit based upon my own personal knowledge and belief. If I were called upon to testify, I could and would testify to the truth of the matters stated in this Affidavit.
2. I became a member of the Dardenne Presbyterian Church ("DPC" or the "church") around 1973, and I remained a member of the church until approximately 2000. At various times, I was elected to serve as a deacon and also member of the church's governing session. Upon being elected to the session in 1983, I also served on the church's Building Council, a committee that was responsible for the planning and construction of a new DPC sanctuary building in the mid-1980's.
3. Some of my contemporaries in church leadership were Pastor Tom Sale and William and Glenn Schuman, who I recall being part of a group of people that was very concerned with permanently establishing the church's property rights at the time. I recall that there was some uncertainty concerning the legal status of the church's property rights, with the

particular concern of the leaders involved being a desire to ensure that proper legal paperwork was in place to ensure that the local members of the church owned and controlled the church's property. Specifically, the church's concern was that, without better legal documentation, an outside group or body, and particularly a religious organization, could interfere with the church's property. The leaders' consensus view was that the church had been established by past local members, and it should be protected for future local members. So, we ultimately decided to take steps to make sure that an outside presbytery, denomination, or other group could not come in and take DPC's property.

4. Members of the session discussed the church's property rights at various times in 1983 and 1984. At the time, several of the leaders especially were very vocal about their views and that we always maintain the position that the local membership should be the only people to own or control the property, just like it had always been. Indeed, this view was a known thing by everyone who was a leader in those days, and it was leadership's desire and opinion that no party outside of the local membership should have anything to do with the church's property. This opinion was just as strongly held by church leadership after the formation of the PCUSA, as there were always significant concerns that its politics and views really did not align with ours.
5. During my term on the session, which included the year 1984, we absolutely did not vote to, and would not have voted to, transfer any property rights to the presbytery or any outside party. I am also certain that nothing we approved at the time was intended to have that effect. Knowing the views of the session at the time, and the things that we discussed in those years, it really is a bit ridiculous to suggest that anything our session did was intended to remove any property rights of the local church. I am very confident that the session I served on would not have voted to do anything other than keep all rights to the church's property with the local membership; and I can't imagine anyone back then even suggesting that we do something opposed to that goal.

[SIGNATURE AND NOTARIZATION ON NEXT PAGE]

I declare under penalty of perjury that the foregoing is true and correct.
Executed on April 11th, 2024.

Respectfully submitted,

/s/ Baxter Tate

Baxter Tate

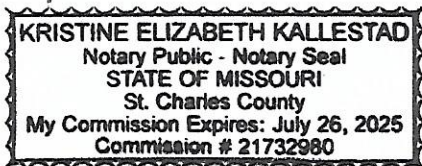
NOTARIZATION

On this 11th day of April, 2024, the individual Baxter Tate appeared before me in **St. Charles County**, Missouri, and affirmed his duly-authorized approval of this document, in view of the identified witnesses, by affixing his signature above.

SWORN TO BEFORE: Kristine Elizabeth Kallestad Kristine Elizabeth Kallestad 4/11/2024
Signature Name Date

21732980
Notary ID:

July 26, 2025
Commission Expiration



IN THE CIRCUIT COURT OF ST. CHARLES COUNTY
STATE OF MISSOURI

DARDENNE PRESBYTERIAN CHURCH, INC.,)	CASE NO.	2311-CC01028
)		
Plaintiff)		
)		
v.)	DIVISION NO.	4
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PRESBYTERY OF GIDDINGS-LOVEJOY, INC. and PRESBYTERIAN CHURCH (U.S.A.), A CORPORATION,)	JUDGE:	Hon. Michael J. Fagras
)		
Defendant)		

AFFIDAVIT OF GEOFFREY WILSON

On the below-indicated date, the signing individual appeared before me, a licensed notary public of the State of Missouri, and after being administered a sworn oath, affirmed the truth of the following statements:

1. My name is Geoffrey S. Wilson, and I am of the age of majority and a resident of St. Charles County, Missouri. I affirm the statements in this Affidavit based upon my own personal knowledge and belief. If I were called upon to testify, I could and would testify to the truth of the matters stated in this Affidavit.
2. I am the Church Administrator for Dardenne Presbyterian Church (“DPC,” or the “church”) and have held that position with the church for the last four years. I am a full-time employee of DPC and the head of the church’s operational, as opposed to pastoral, function. In other words, I am responsible for the business “side” of the church, which makes me the ultimate supervisor over the church’s plant and equipment, personnel, financial function, and other administrative areas. Among my responsibilities is oversight, either direct or through subordinates, of DPC’s records archives, which includes our church’s historical minutes, resolutions, and other official documents.
3. According to church records, DPC joined a post-civil-war southern denomination, the Presbyterian Church in the United States (the “PCUS”),

around 1865. For the next 120 years, the Dardenne Church was a member of the PCUS, until the PCUS agreed for its members to become part of a new denomination (the PCUSA) in 1983. The PCUSA was created by an agreement between the PCUS and another denomination that existed at the time, the UPCUSA. DPC has been a member of the PCUSA denomination since mid-1983. There is no record in the church minutes or official documents that indicates that the church ever voted to join the PCUSA at that time, or which supports any such claim.

4. Attached hereto as Exhibit 1 is a true and correct copy of the property deed by which DPC acquired its first tract of land in 1823. The document, in the form attached, is a genuine and accurate reproduction of the original instrument that is part of the records maintained by the church in the ordinary course of its business.
5. Attached hereto as Exhibit 2 is a true and correct copy of the property deed by which DPC acquired a second tract of land in 1845. The document, in the form attached, is a genuine and accurate reproduction of the original instrument that is part of the records maintained by the church in the ordinary course of its business.
6. Attached hereto as Exhibit 3 is a true and correct copy of the property deed, also called the "Bates deed," by which DPC acquired a tract of land in 1870. The document, in the form attached, is a genuine and accurate reproduction of the original instrument that is part of the records maintained by the church in the ordinary course of its business.
7. Attached hereto as Exhibit 4 are true and correct copies of the property deeds by which DPC acquired additional tracts of land in 1951, 1968, and 1975. The documents, in the form attached, are genuine and accurate reproductions of the original instruments that are part of the records maintained by the church in the ordinary course of its business.
8. Attached hereto as Exhibit 9 is a true and correct copy of the minutes and resolution of the May 23, 1982, meeting of DPC's congregation. The document, in the form attached, is a genuine and accurate reproduction of the original document that is part of the records maintained by the church in the ordinary course of its business.
9. Attached hereto as Exhibit 10 are true and correct copies of the property deeds by which DPC's session and trustees conveyed the church's

property holdings to the Schuman brothers and their wives in June 1982. The documents, in the form attached, are genuine and accurate reproductions of the original instruments that are part of the records maintained by the church in the ordinary course of its business.

10. Attached hereto as Exhibit 11 is a true and correct copy of the property deed by which the Schuman brothers and their wives reconveyed the church's property back to DPC in 1982. The document, in the form attached, is a genuine and accurate reproduction of the original instrument that is part of the records maintained by the church in the ordinary course of its business.
11. Attached hereto as Exhibit 12 is a true and correct copy of the property deed and agreement by which the Schuman brothers and their wives separately transferred their reversionary interest in DPC's properties to the church's governing body in 1983. The document, in the form attached, is a genuine and accurate reproduction of the original instrument that is part of the records maintained by the church in the ordinary course of its business.
12. Attached hereto as Exhibit 13 is a true and correct copy of the congregational resolution and session minutes corresponding to DPC's January 15, 1984, congregational meeting. The document, in the form attached, is a genuine and accurate reproduction of the original document that is part of the records maintained by the church in the ordinary course of its business.
13. Attached hereto as Exhibit 14 are true and correct copies of the property deeds by which DPC acquired two additional parcels of property in 1990 and 1998. The documents, in the form attached, are genuine and accurate reproductions of the original instruments that are part of the records maintained by the church in the ordinary course of its business.
14. Attached hereto as Exhibit 15 is a true and correct copy of the January 31, 1984, letter sent by the Clerk of DPC's Session to the Presbytery of Giddings-Lovejoy. The document was only obtained recently from the Presbytery, but, in the form attached, is a genuine and accurate reproduction of the copy that is now part of the records maintained by the church.
15. Attached hereto as Exhibit 16 is a true and correct copy of DPC's articles

of incorporation. The document, in the form attached, is a genuine and accurate reproduction of the original document that is part of the records maintained by the church in the ordinary course of its business.

16. Attached hereto as Exhibit 17 is a true and correct copy of a 1975 history of DPC. The excerpted document, in the form attached, is a genuine and accurate reproduction of the original document that is part of the records maintained by the church in the ordinary course of its business.
17. Attached hereto as Exhibit 18 are true and correct copies of the property deeds by which DPC, in its unincorporated form, conveyed its real estate holdings to its corporate entity in 1999. The documents, in the form attached, are genuine and accurate reproductions of the original instruments that are part of the records maintained by the church in the ordinary course of its business.
18. Attached hereto as Exhibit 19 are true and correct copies the different versions of DPC's corporate bylaws that, according to our records, were adopted in 1999 and later amended in 2009, 2012, 2013, 2019, and 2023 (2x). The documents, in the form attached, are genuine and accurate reproductions of the original documents that are part of the records maintained by the church in the ordinary course of its business.
19. Attached hereto as Exhibit 20 is a true and correct copy of the official September 26, 2023, resolution of DPC's governing session, or board of directors. The document, in the form attached, is a genuine and accurate reproduction of the original document that is part of the records maintained by the church in the ordinary course of its business.
20. Attached hereto as Exhibit 21 is a true and correct copy of the official October 22, 2023, resolution of DPC's members and congregation. The document, in the form attached, is a genuine and accurate reproduction of the original document that is part of the records maintained by the church in the ordinary course of its business.
21. Attached hereto as Exhibit 23 is a true and correct copy of the official "elder rolls" of DPC, which show the names and terms of the elected session members of the church between the late 1970's and the mid-1980's. The documents, in the form attached, are genuine and accurate reproductions of the original documents that are part of the records maintained by the church in the ordinary course of its business.

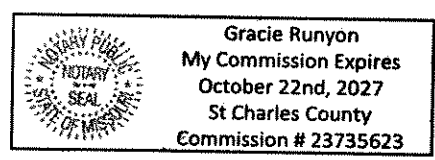
I declare under penalty of perjury that the foregoing is true and correct.
Executed on April 19, 2024.

Respectfully submitted,
/s/ *Geoffrey Wilson*
Geoffrey Wilson

NOTARIZATION

On this 19th day of April, 2024, the individual Geoffrey Wilson appeared before me in **St. Charles County**, Missouri, and affirmed his duly-authorized approval of this document, in view of the identified witnesses, by affixing his signature above.

SWORN TO BEFORE *Gracie Runyon* Signature Gracie Runyon Name 4-19-24 Date
23735623 Notary ID: OCT. 22, 2027 Commission Expiration



IN THE CIRCUIT COURT OF ST. CHARLES COUNTY
STATE OF MISSOURI

DARDENNE PRESBYTERIAN CHURCH, INC.,	)	CASE NO.	2311-CC01028
)		
Plaintiff)		
)		
v.	)	DIVISION NO.	4
)		
PRESBYTERY OF GIDDINGS-LOVEJOY, INC. and PRESBYTERIAN CHURCH (U.S.A.), A CORPORATION,	)	JUDGE:	Hon. Michael J. Fagras
)		
Defendant)		

AFFIDAVIT OF CHARLES C. POE, JR.

On the below-indicated date, the signing individual appeared before me, a licensed notary public of the State of Missouri, and after being administered a sworn oath, affirmed the truth of the following statements:

1. My name is Charles C. Poe, Jr., and I am of the age of majority and a resident of St. Charles County, Missouri. I affirm the statements in this Affidavit based upon my own personal knowledge and belief. If I were called upon to testify, I could and would testify to the truth of the matters stated in this Affidavit.
2. I became a member of the Dardenne Presbyterian Church (“DPC” or the “church”) in 1975 and have been an active member of the church for the last 49 years. I have served in numerous leadership roles at the church, including as a deacon and as the chairman of administrative committees.
3. For several terms of multiple years, I served as the Clerk of DPC’s Session, which essentially means that I was elected as Chairman of the church’s governing board. In that role, I was responsible for overseeing the church’s business and administrative functions, and I was generally the person responsible for ensuring that church decisions were properly presented for vote and recorded. Among other years, I was Clerk of Session in 1982, 1983, and 1984.

4. I had previously been a member of another Presbyterian denomination, and I was happy to move to a PCUS church, where I knew churches had more independence. I recall that in the early 1980's, DPC was expanding and was in the process of investing in its property at the time. At the time, our biggest fear as the church's leaders was that the church's property could be interfered with, especially with the PCUS potentially merging with a less conservative denomination. I recall that we began inquiring into what steps we could take to ensure that congregation always retained control of all church property. Our goal at this time around 1982 was to protect DPC's property for the members of DPC and from any presbytery or denomination, and we made sure that we never asked the presbytery or denomination for any money, so that we could not be forced to give up any rights.
5. In 1982, Glen and William Schuman were active members and leaders in our church. Eventually, we as the session approved a plan to sell DPC's property to the Schumans and then re-obtain our property, after some period of time, in a way that would leave the property protected from any property claim by the presbytery or denomination. As Clerk of Session, I am one of the church leaders that signed a property deed to sell DPC's property to the Schumans in 1982, and I also personally certified the church May 1982 resolution that authorized us to execute the deed. I am also listed as one of the church representatives on the deed by which the Schumans gave the property back to DPC.
6. In late 1983, after the creation of the PCUSA, I was still the Clerk of the DPC Session. I recall that the church again voted to protect its property around this time, in order exercise a PCUSA rule property exemption. In pursuing this action, it was my understanding and the understanding of the other leaders that we were taking the step needed to free ourselves of any possible presbytery interference with our property rights. We presented the exemption vote to the DPC congregation as the step to take to ensure that the PCUSA and presbytery would have no rights whatsoever relating to DPC's property. As the Clerk of Session at the time, it was me who personally certified the church's 1984 property exemption vote, and I signed the letter to notify the presbytery of our action.
7. I have been advised that the Presbytery of Giddings-Lovejoy now claims that the 1984 DPC exemption resolution was "intended to permanently place into trust all property titled in its name (or otherwise owned by DPC) for the benefit of the PCUSA." That statement is absolutely inaccurate.

Indeed, we as the church's leaders at the time, including myself, were attempting to do the exact opposite. We understood that we were going to all lengths possible to protect DPC's property and to try to make sure a presbytery or denomination could not control it.

**I declare under penalty of perjury that the foregoing is true and correct.
Executed on April 2, 2024.**

Respectfully submitted,
/s/ Charles C. Poe, Jr.
Charles C. Poe, Jr.

NOTARIZATION

On this 2nd day of April, 2024, the individual Charles C. Poe, Jr. appeared before me in **St. Charles County, Missouri**, and affirmed his duly-authorized approval of this document, in view of the identified witnesses, by affixing his signature above.

SWORN TO BEFORE: [Signature] Zackery Halbert 4/2/2024
Signature Name Date
21788681 05/31/25
Notary ID: Commission Expiration

