

**SETTLEMENT AGREEMENT
BETWEEN THE UNITED STATES OF AMERICA AND THE CITY OF
FARMERSVILLE, TEXAS**

I. INTRODUCTION

1. This Settlement Agreement ("Agreement") is entered between the United States of America ("United States"), through the United States Department of Justice ("DOJ"), and City of Farmersville, Texas ("City"), through its authorized representatives. United States and City are referred to herein as the "Parties."

2. The United States alleges that the City violated the Religious Land Use and Institutionalized Persons Act of 2000 ("RLUIPA"), 42 U.S.C. §§ 2000cc *et seq*, which allegations the City vigorously denies. The United States' allegations are contained in a Complaint that will be filed in the Eastern District of Texas following the full execution of this Agreement (hereinafter "Civil Action"). The Parties enter into this Agreement to settle the United States' allegations and to resolve the Civil Action.

3. In light of the execution of this Agreement and the consideration contained herein, the Parties agree that the DOJ will, immediately upon the filing of the Complaint initiating the Civil Action, withhold service of the Complaint on the City for fourteen (14) days to afford the City and the DOJ an opportunity to comply with the requirements of Paragraphs 30 and 4 of this Agreement.

4. United States agrees that it will move to dismiss the Complaint and the Civil Action instituted thereby with prejudice, pursuant to Fed.R.Civ.P. 41(a)(1),

within five (5) days after the City has provided written notice to the United States that it has complied with the RLUIPA notice provisions of Paragraph 30.

II. RECITALS

A. The P and Z Commission and the 2017 Preliminary Plat

5. The Islamic Association of Collin County ("Islamic Association") filed a preliminary plat for the Property (the "2017 Preliminary Plat") with the City. The P and Z Commission considered the 2017 Preliminary Plat on June 19, 2017.

6. The City's Planning and Zoning Commission ("P and Z Commission") voted unanimously on June 19, 2017, to recommend approval of the 2017 Preliminary Plat and forward it to the City Council of the City of Farmersville, Texas ("City Council"), for the City Council's consideration and decision.

B. The City Council and the 2017 Preliminary Plat

7. The City Council considered the 2017 Preliminary Plat on July 11, 2017.

8. During its consideration of the 2017 Preliminary Plat, one member of the City Council stated that he was concerned about the storm water drainage on the Property, and that the P and Z Commission's draft minutes for the June 19, 2017, meeting indicate that there are flooding issues currently along County Road 557 with large rains that affect the Property.

9. The Islamic Association's engineering consultant responded that there is an existing culvert that runs underneath County Road 557 and that his firm's analysis of the storm water drainage showed the culvert is currently undersized.

The Islamic Association's engineering consultant further stated that the under-sizing of the culvert is something Collin County will have to upgrade or improve. The topographical survey performed by the Islamic Association's engineering consultants, which was included with the 2017 Preliminary Plat application, indicated that storm water backs up a distance of approximately two hundred fifteen feet (215') onto the Property from the northern edge of County Road 557 and is approximately eleven feet (11') deep at its deepest point on the Property ("Topographical Survey").

10. During its July 11, 2017, meeting, the City Council voted unanimously to disapprove the 2017 Preliminary Plat, specifically citing drainage and flooding concerns on the Property as the basis for such disapproval.

C. United States Department of Justice Allegations and Investigation

11. On September 20, 2017, the United States Department of Justice ("DOJ") informed the City that it had initiated an investigation of the City's zoning and land use practices, including the City's response to the Islamic Association's 2017 Preliminary Plat application for a cemetery (the "Investigation").

12. The City has fully cooperated with the DOJ's investigation, by providing to DOJ the very broad categories of documents requested by DOJ and allowing for extensive hours-long one-on-one interviews with City officials identified by the DOJ.

13. On March 2, 2018, the City specifically provided the DOJ with photographic and video evidence from February 22 and 23, 2018, showing storm

water overflowing the top of County Road 557 adjacent to the Property and backing up in a northerly direction upon and across the southern portion of the Property during, or shortly after, a rain event.

14. As noted above, the Topographical Survey performed by the Islamic Association's engineering consultants that was also earlier provided to the DOJ demonstrates that such storm water backs up a distance of approximately two hundred fifteen feet (215') onto the Property from the northern edge of County Road 557 and is approximately eleven feet (11') deep at its deepest point on the Property.

15. On August 14, 2018, the DOJ notified the City it was authorized to sue the City for violating RLUIPA.

D. Dispute Between City and Islamic Association Resolved

16. The City began negotiating with the Islamic Association shortly after the 2017 Preliminary Plat was disapproved and continued to negotiate with the Islamic Association to resolve the City's storm water drainage and flooding concerns in order to be able to approve the 2017 Preliminary Plat.

17. Finally, on September 11, 2018, the Islamic Association returned a revised settlement proposal to the City ("Final Settlement Agreement"), which Final Settlement Agreement was agreed to in principal by the City and the Islamic Association on that date.

18. The Final Settlement Agreement limits the Islamic Association's use of that portion of the Property which is subject to inundation by storm water adjacent to and extending northward upon and across the Property from County Road 557

until such time as the flooding issues are resolved in exchange for the City's approval of the 2017 Preliminary Plat followed by the City's approval of the final plat and recording of the final plat with Collin County, Texas.

19. In addition, by and through the Final Settlement Agreement, the Islamic Association and the City released each other from any and all claims that could have otherwise been asserted by either party in conjunction with the City's July 11, 2017, disapproval of the 2017 Preliminary Plat.

20. On September 20, 2018, the City Council formally approved and executed the Final Settlement Agreement that was already fully executed by the Islamic Association. Said Settlement Agreement was recorded in the Deed Records of Collin County, Texas, on September 21, 2018, as Clerk's Document No. 20180921001184810.

E. City Council Approved the 2017 Preliminary Plat

21. Immediately following the City Council's approval of the Final Settlement Agreement, the City also approved the 2017 Preliminary Plat on September 20, 2018.

F. City Council Approved the Final Plat of the Property

22. The Islamic Association submitted the Final Plat for the Property to the City for approval ("Final Plat").

23. The Final Plat was recommended for approval by the P and Z Commission on November 29, 2018, and finally approved by the City Council on December 11, 2018.

G. City Recorded the Final Plat of the Property with Collin County

24. The Islamic Association submitted the fully executed Final Plat together with all necessary signatures and tax certificates to the City to enable the recording of the Final Plat with Collin County, Texas on or about December 20, 2018.

25. The City recorded the Final Plat with Collin County, Texas on December 21, 2018, which Final Plat can be found at Clerk's Document No. 20181221010005830.

H. No Further City Action Remains Related to the 2017 Preliminary Plat or the Property

26. As of December 21, 2018, the City has fully exercised all of the authority it possesses over the Property.

27. As of December 21, 2018, the City has granted all approvals regarding the platting and development of the Islamic Association's Property that are within the City's authority to provide.

28. As of December 21, 2018, no further action remains or is required of the City to allow the Islamic Association to utilize the Property for a cemetery.

29. The Parties agree that the controversy between the City and the Islamic Association has fully been resolved and that no further proceedings are required.

III. RLUIPA NOTICE AND EDUCATION

30. The City agrees that it will post a notice in City Hall stating that it enacts, implements and enforces its zoning and land use regulations in compliance with RLUIPA.

31. The City agrees that, within ninety (90) days of the Effective Date of this Agreement, it will provide training on the requirements of RLUIPA to persons that have responsibilities relating to the enactment, implementation and enforcement of the City's zoning or land use regulations. Such training shall be at least one hour in duration and shall be conducted by a qualified person or organization, including the City Attorney, selected by the City. Upon completion of training, the City shall advise the United States in writing that training has been completed.

IV. TERMINATION OF LITIGATION HOLD

32. The Parties agree that litigation is not "reasonably foreseeable" concerning the matters described above. To the extent that any Party previously implemented a litigation hold to preserve documents, electronically stored information (ESI), or things related to the matters described above or in the United States' Complaint, the Party is no longer required to maintain such litigation hold. Nothing in this paragraph relieves any Party of any other obligations imposed by this Agreement.

V. DURATION, EXECUTION, AND OTHER TERMS

33. This Agreement is effective on the date of signature of the last signatory to the Agreement (the "Effective Date"). The Agreement may be executed in multiple counterparts, each of which together shall be considered an original but all of which shall constitute one agreement. Copies of signatures shall constitute acceptable, binding signatures for purposes of this Agreement.

34. Each Party shall bear its own legal and other costs incurred in connection with this Investigation, including the preparation and performance of this Agreement.

35. Each Party and signatory to this Agreement represents that it freely and voluntarily enters into this Agreement without any degree of duress or compulsion.

36. This Agreement is governed by the laws of the United States. The exclusive jurisdiction and venue for any dispute relating to this Agreement is the United States District Court for the Eastern District of Texas. This provision does not constitute and should not be construed as a waiver by the United States or the City of sovereign immunity, or any other jurisdictional or legal defense available to the United States or the City. For purposes of construing this Agreement, this Agreement shall be deemed to have been drafted by all Parties to this Agreement and shall not, therefore, be construed against any Party for that reason in any subsequent dispute.

37. This Agreement constitutes the complete agreement among the Parties. No prior or contemporaneous communications, oral or written, or prior drafts shall be relevant or admissible for purposes of determining the meaning of any provision herein or in any other proceeding. This Agreement may be modified only with the written consent of the Parties.

38. The undersigned representatives of the City and their counsel represent and warrant that they are fully authorized to execute this Agreement on behalf of the persons and entities indicated below.

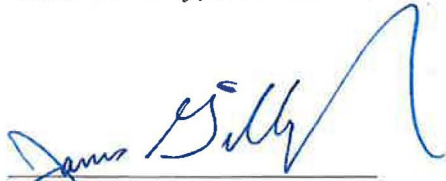
39. All Parties consent to the disclosure of this Agreement to the public.

40. Should any provision of this Agreement be declared or determined by any court to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby, and any provision so determined invalid or illegal shall be stricken from the Agreement.

[Signatures begin on following page.]

FOR THE UNITED STATES OF AMERICA:

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Dated: April 16, 2019

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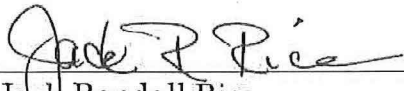
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FOR THE CITY OF FARMERSVILLE:

DATED: March 26, 2019

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