IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY

BAYONNE MUSLIMS, ABDUL HAMEED BUTT, and KHALED ALY, *Plaintiffs*, *v.* CITY OF BAYONNE, CITY OF BAYONNE ZONING BOARD OF ADJUSTMENT, MARK URBAN, in his official capacity, CLIFFORD ADAMS, in his official capacity, JAN PATRICK EGAN II, in his official capacity, VINCENT J. LeFANTE, in his official capacity, LOUIS LOMBARI, in his official capacity, FRANK PELLITTERI, in his official capacity, MATT DORANS, in his official capacity, JOSEPH PINEIRO, in his official capacity, JAMES O'BRIEN, JR., in his official capacity, and NICHOLAS DiLULLO, in his official capacity, *Defendants*.	No. 2:17-cv-03731 (MCA) (LDW) **SETTLEMENT AGREEMENT**

This Settlement Agreement (the "Settlement Agreement" or "Agreement"), dated as of January 31, 2018 (the "Effective Date") memorializes an agreement to settle litigation by and between Bayonne Muslims, Abdul Hameed Butt, and Khaled Aly (collectively, "Plaintiffs") and City of Bayonne, City of Bayonne Zoning Board of Adjustment, Mark Urban, Clifford Adams, Jan Patrick Egan II, Vincent J. Lefante, Louis Lombari, Frank Pellitteri, Matt Dorans, Joseph Pineiro, James O'Brien, Jr., and Nicholas Dilullo (all named individual Defendants in their official capacity) (collectively, "Defendants"). Plaintiffs and Defendants are referred to herein collectively as the "Parties."

Recitals

WHEREAS, Bayonne Muslims submitted its original application for variance relief to the City of Bayonne Zoning Board of Adjustment (the "Zoning Board") on or about August 12, 2015 in connection with its application to use the property at 109 East 24 Street, Bayonne, New Jersey 07002 (the "Property") as a mosque;

WHEREAS Bayonne Muslims subsequently revised its application through a revision dated June 29, 2016 to reduce the total number of prayer mats to 135; and hereby reaffirms its prior determinations that the facility will not be used for unrelated functions during prayer services; that it will add a second or third Friday services as needed if it exceeds capacity and seeks to accommodate additional worshippers; that there will be no on-site kitchen or cooking; and that it intends to remove two center columns in the garage area (the original application subject to the parking revision and these representations is referred to herein as the "Application");

WHEREAS the Zoning Board held three hearings to consider Bayonne Muslims' original application and the Application on January 19, 2016; January 23, 2017; and March 6, 2017;

WHEREAS the Zoning Board voted on the Application at the March 6, 2017 hearing;

WHEREAS the Zoning Board issued a written resolution denying the Application and all requested variance relief on April 17, 2017;

WHEREAS, on May 25, 2017, Plaintiffs filed a complaint against Defendants in the United States District Court for the District of New Jersey (the "Court") captioned, *Bayonne Muslims et al. v. City of Bayonne et al.*, Civil Action No. 2:17-cv-03731 (MCA) (LDW) (the "Action");

WHEREAS, in the Action, Plaintiffs asserted claims against Defendants for injunctive relief and money damages under the Religious Land Use and Institutionalized Persons Act, 42 U.S.C. § 2000cc ("RLUIPA"), the First and Fourteenth Amendments to the U.S. Constitution, the New Jersey Constitution, and New Jersey state law arising from the Zoning Board's denial of the Application;

WHEREAS, Defendants represent that they are provided with insurance coverage as a result of the City of Bayonne's membership in the NJ Intergovernmental Insurance Fund ("NJIIF"); and

WHEREAS, Defendants deny all liability for the claims asserted by Plaintiffs; and

WHEREAS, the Parties desire to resolve the Action without further litigation, controversy, and inconvenience related to the subject matter of the Action, and desire to settle, fully and finally, any and all claims among them;

NOW, WHEREFORE, in consideration of the foregoing premises and the releases, terms of settlement, and covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

Terms of Agreement

1: Settlement Payment. Within 20 calendar days following the last to occur of (a) delivery to the Eric Nemeth of NJIIF of a fully signed copy of this Agreement, the Stipulation of Dismissal signed by Plaintiffs' attorneys as set forth in Paragraph 11 hereof, the taxpayer ID number for The Bayonne Muslims and a W9 for Plaintiffs' attorneys, and (b) issuance of the Resolution as defined in Paragraph 2 of this Agreement, the NJIIF Defendants will pay Plaintiffs the sum a total of $400,000.00 (four hundred thousand dollars) (the "Settlement Payment"). The Settlement Payment will be made through the delivery to Plaintiffs' counsel of two checks: (1) a check for $120,000.00 (one hundred and twenty thousand dollars) payable to "The Bayonne Muslims" (with an address of 109 East 24 Street, Bayonne, NJ 07002); and (2) a check for $280,000.00 (two hundred and eighty thousand dollars) payable to Patterson Belknap Webb & Tyler LLP (with an address of 1133 Avenue of the Americas, New York, NY 10036).

The Parties shall release each other of claims as set forth in **Paragraph 10** herein. Notwithstanding anything in this **Paragraph 1** or any other provision of this Agreement, however, any releases provided or to be provided by the Parties, as well as this Agreement, will be void and unenforceable in all respects if the Zoning Board does not approve the Application in its entirety at the Whispering Woods hearing (defined in **Paragraph 2** below) and adopt a resolution memorializing its decision (as also set forth in **Paragraph 2**). In the event that the Zoning Board does not approve the Application in its entirety at the Whispering Woods hearing or does not adopt a resolution memorializing its decision as described in **Paragraph 2** herein, the Parties shall return to litigation, this Agreement shall be void, and the Settlement Payment shall not be owed or paid by Defendants or NJIIF.

2: Whispering Woods Hearing. The Zoning Board will convene a duly-noticed special meeting (the "Special Meeting") at which it will conduct a hearing regarding the Zoning Board's agreement to settle this Action and Bayonne Muslims' Application for variance relief. This Special Meeting will be held to consider these matters in compliance with the requirements of *Whispering Woods at Bamm Hollow v. Middletown Planning Bd.*, 220 N.J. Super. 161 (Law Div. 1987) (the "Whispering Woods hearing"). No unrelated business will be included on the agenda for the Special Meeting, which will consist only of a Whispering Woods hearing for purposes of considering the Application. Defendant Zoning Board agrees to schedule the Special Meeting and Whispering Woods hearing no later than thirty (30) days after the Effective Date of this Agreement and shall provide any and all required notice under the Open Public Meeting Act and the Municipal Land Use Law.

The hearing will continue until completed, including final deliberations and a vote by Defendant Zoning Board, even if the hearing must continue beyond 12:00 midnight and into the next day. In no event shall the proceedings extend beyond one (1) single Whispering Woods hearing. For the avoidance of doubt, the Zoning Board's final deliberations and a vote on the

Application must occur, and the hearing must be concluded, within the course of a single Whispering Woods hearing.

Bayonne Muslims will provide notice of the Whispering Woods hearing at least ten (10) days prior to the date of the hearing by (a) publication in a newspaper in general circulation in the City of Bayonne, (b) certified mail to the owners of all real property located within 200 feet in all directions of the Property as shown on the current tax map, which will be provided to Bayonne Muslims by Defendants within two (2) days of the execution of this Agreement, (c) certified mail to any public utility company, cable television company, or local utility which possesses a right-of-way or easement within the City of Bayonne and has registered with the City of Bayonne in accordance with N.J.S.A. 40:55D-12.1, the names and addresses of which will be provided to Bayonne Muslims by Defendants within two (2) days of the execution of this Agreement.

The following procedures will govern at the Whispering Woods hearing:

(a) The Zoning Board attorney will submit a copy of this Agreement into evidence;

(b) The City of Bayonne's Planner (or other designated representative witness) will present testimony regarding the Settlement Agreement and the Application;

(c) No other live witness testimony will be presented or heard by the Zoning Board, except for testimony heard pursuant to **Paragraph 3(e)** below. However, at the request of the Zoning Board or Bayonne Muslims, Bayonne Muslims' Planner may testify during the hearing;

(d) The Zoning Board shall provide all interested parties with the right, through their attorneys if represented, or directly if not represented, to cross examine the witnesses identified above, subject to reasonable limitations as to amount of time allowed for such cross examination in accordance with N.J.S.A. 40:55D-10d, which shall be as follows. For purposes of the Whispering Woods hearing and N.J.S.A. 40:55D-4, an "interested party" is defined as any person owning property within 200-feet of the Property. Prior to being able to cross examine witnesses, all interested parties shall identify themselves and provide under oath the address of the lot(s) they own within 200-feet of the Property. All interested parties shall have three (3) minutes to ask cross examination questions per witness. This time limitation has been imposed to ensure that the hearing proceeds efficiently and in a timely manner while affording all interested parties the right to cross-examine witnesses;

(e) Interested parties and residents of the City of Bayonne shall have the right to provide sworn comments on the Application during the hearing, provided that they identify themselves and their address prior to giving their testimony. Any interested party or resident of the City of Bayonne that fails to so identify himself or herself and their address will be precluded from speaking at the hearing;

(f) In accordance with N.J.S.A. 40:55D-10d, five (5) minutes of sworn testimony per interested party or resident of the City of Bayonne shall be permitted. This time limitation has been imposed to ensure that the hearing proceeds efficiently and in a timely manner while affording all interested parties and residents of the City of Bayonne the right to provide the Zoning Board with comments;

At the conclusion of the Whispering Woods hearing or no later than 15 days thereafter (with the timing at the discretion of the Zoning Board), the Zoning Board will adopt a resolution memorializing its decision in accordance with its Rules and Regulations and including all findings of fact and conclusions of law required under applicable law (the "Resolution"). In the event of an approval, the Resolution shall not impose any conditions of approval other than any other conditions agreed to by Bayonne Muslims. For the avoidance of the doubt, the Bayonne Muslims' Application to be considered by the Zoning Board reflects 135 prayer mats as reflected on Exhibit A, and a covenant that the facility will not be used for unrelated functions during prayer services; that it will add a second or third Friday services as needed if it exceeds capacity and seeks to accommodate additional worshippers; that there will be no on-site kitchen or cooking; and that it intends to remove two center columns in the garage area.

3: Payment of Professional Fees. In partial consideration for the Mutual Release set forth in Paragraph 10, Bayonne Muslims will not pay any monies to Defendants or Defendants' reviewing professionals associated with (a) their review of Bayonne Muslims' Application to effectuate this Agreement, (b) the Special Meeting and Whispering Woods hearing described in **Paragraph 2**, or (c) any other work carried out by Defendants, Defendants' staff or their reviewing professionals. However, notwithstanding the foregoing, Bayonne Muslims will be responsible for payment of their own experts and all usual and customary fees incurred subsequent to the date of the Special Meeting and Whispering Woods hearing associated with the construction and eventual occupancy of its proposed structure, including by way of example and not limitation building permits fees and certificate of occupancy fees.

4: Cooperation. Defendants will not impede in any way, directly or indirectly, Bayonne Muslims' lawful efforts to obtain any remaining state, county, municipal, sewerage authority, or other approvals associated with the construction of Bayonne Muslims' proposed mosque or related site improvements on the Property. Additionally, Defendants will process all of the Bayonne Muslims' lawful applications for necessary approvals from City of Bayonne issuing authorities required for the construction and operation of Bayonne Muslims' proposed mosque and related site improvements in accordance with applicable federal, state and municipal law, ordinances and regulations. Upon submission of complete applications by Bayonne

Muslims, the City will proceed with all reasonable speed based upon the standard and lawful City practices.

5: Non-Retaliation. Defendants agree not to retaliate in any manner against Plaintiffs for the filing of this lawsuit.

6: Law Governing Bayonne Muslims' Application. Bayonne Muslims' Application for approval, including all proceedings pursuant to the Settlement Agreement, will be governed by the City of Bayonne zoning and land use ordinances in effect at the time of the submission of Bayonne Muslims' original application on or about August 12, 2015.

7: Legal Challenges to this Agreement or Approval of the Application and All Applicable Variances. In the event of any direct or collateral legal challenges to, appeals from, or other litigation filed by third parties in any forum arising from either this Agreement or the Zoning Board's approval of the Application and all applicable variances, Defendants will oppose any such legal challenges or appeals, and vigorously defend to the fullest extent this Agreement and the Zoning Board's approvals. Defendants will promptly remove any such cases to federal court, if possible based on the claims asserted, and seek to have any such legal challenges or appeals heard in federal court before Judge Madeline Cox Arleo (or the District Judge then assigned to this Action). Defendants will not oppose any Bayonne Muslims application to intervene in any such direct or collateral legal challenge or appeal, or any other litigation arising from this Agreement. Each party shall bear its own fees and costs associated with any direct or collateral legal challenge or appeal, or any other litigation arising from this Agreement or the Zoning Board's approval of the Application.

8: Enforcement By Judicial Order, Jurisdiction Retained, and Removal. The Parties agree to jointly request through the proposed order set forth at **Exhibit B** that the Court so-order this Agreement and retain jurisdiction over this matter until a Certificate of Occupancy for Bayonne Muslims' proposed mosque is issued. For the avoidance of doubt, the Court's retention of jurisdiction over this matter encompasses all matters relating to the Whispering Woods hearing referenced in **Paragraph 2**, any approvals referenced in **Paragraph 4**, any legal appeals or challenges referenced in **Paragraphs 7 or 8**, or any other matters relating to this Settlement Agreement or the approval or construction of Bayonne Muslims' proposed mosque on the Property. Accordingly, any Complaint in Lieu of Prerogative Writ or other Complaint or pleadings filed in any Division or Venue of the Superior Court of New Jersey shall be promptly removed, if possible, by Defendants to the United States District Court for the District of New Jersey and marked as a related matter to this Action. All Parties consent to such removal and all further proceedings on any such pleadings shall be in this Court before Judge Arleo (or the District Judge then assigned to this Action). In addition, any future disputes between the Parties concerning any additional approvals from Defendants, the issuance and terms of a Certificate of Occupancy, or any other matters relating to this Settlement Agreement or the approval or construction of Bayonne Muslims' proposed mosque on the Property will be resolved as follows:

(a) In so-ordering this Agreement, the Court will also appoint Hon. Judge Joel A. Pisano (Ret.) as a Special Master to resolve any future disputes concerning any additional approvals by Defendants or the Certificate of Occupancy.

(b) Any disputes will be brought to Judge Pisano in the first instance. Judge Pisano will first attempt to mediate the dispute to a conclusion.

(c) If Judge Pisano cannot mediate a resolution per the above provisions, the Parties will make a formal motion filed with the Court addressing the disputed issue. The Court will refer that motion for resolution in the first instance by Judge Pisano as Special Master. The Parties will then retain the right to appeal any determination by Judge Pisano to Judge Arleo (or the District Judge then assigned to this Action) upon motion within ten business days of the issuance of Judge Pisano's determination.

Once Bayonne Muslims receives a final, non-appealable Certificate of Occupancy for its permanent use of the Property as a mosque, the Parties will jointly seek dismissal of this Action according to **Paragraph 11** of this Agreement. In the alternative, if the Bayonne Muslims fail to pursue the actions required to obtain the Certificate of Occupancy within 36 months following issuance of the Resolution and adjudication of any Complaint in Lieu of Prerogative Writ that may be filed to contest such Resolution's validity ("Resolution Adjudication Date"), Defendants may seek written confirmation from Bayonne Muslims that the application has been abandoned and upon receiving such confirmation, Defendants shall be entitled to move before the District court for an Order dismissing the Action. If Bayonne Muslims refuse to provide such confirmation, but Defendants nonetheless contend in good faith that the application has been abandoned, Defendants may ask the Court to deem the application abandoned and dismiss the Action and Plaintiffs may oppose such application. If Plaintiffs or the Court determine that the Application has been abandoned, the Releases in Paragraph 10 shall be deemed to have full force and effect. Nothing in Paragraph 8 shall be interpreted as imposing any alternative dispute resolution with respect to issues that may arise following issuance of the Certificate of Occupancy.

9: Effective Date. The Effective Date of this Agreement will be the day on which duly-authorized representatives of all Plaintiffs and all Defendants have executed the applicable signature pages to this Agreement.

10: Mutual Release of Claims. Upon the receipt by Plaintiffs of the Settlement Payment referenced in **Paragraph 1**, the following Mutual Release shall be effective. However, if for any reason the Settlement Payment referenced in **Paragraph 1** is not completed, this Mutual Release shall be void and of no effect.

Mutual Release: Plaintiffs Bayonne Muslims, Abdul Hameed Butt and Khaled Ally (collectively, "Plaintiffs") and Defendants City of Bayonne, City of Bayonne Zoning Board of Adjustment, Mark Urban, Clifford Adams, Jan Patrick Egan II, Vincent J. Lefante, Louis Lombari, Frank Pellitteri, Matt Dorans, Joseph Pineiro, James O'Brien, Jr., and Nicholas Dilullo, all individual defendants in their official capacities (collectively, "Defendants"), hereby release, acquit and forever discharge each other, their trustees, officers, officials, volunteers, agents, members, employees, vendors, assigns, successors in interest, attorneys, insurers, and

indemnitors, and further release each individual Party (in their official capacity as to individual Defendants) and their successors, heirs, assigns, agents, personal representatives, executors, trustees, insurers, and attorneys from any and all claims, liabilities, demands, causes of action, costs, expenses, attorneys' fees, damages, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, judgments, executions, demands, and obligations in law or equity, whether known or unknown, which they ever had, now have, or hereafter can, shall, or may have, from the beginning of time through the Effective Date of this Settlement Agreement, related to or arising from the claims and allegations set forth in the case captioned *Bayonne Muslims et al. v. City of Bayonne et al.*, Civil Action No. 2:17-cv-03731 (MCA) (LDW) and any publicity related thereto. **HOWEVER,** nothing in this Mutual Release shall prevent or limit in any way Plaintiffs from challenging and receiving all available remedies for any denial by Defendants or other City of Bayonne entities subsequent to the Effective Date of this Settlement Agreement of any approvals or permissions needed to obtain a Certificate of Occupancy for the Bayonne Muslims' mosque at the Property.

11: Dismissal of the Action. Within five (5) business days of the earliest to occur of (i) issuance of a Certificate of Occupancy, or (ii) pursuant to the procedures set forth in Paragraph 8 above, written confirmation by Plaintiffs that the Application has been abandoned or entry of a finding by the Court that the Application has been abandoned (the "Stipulation of Dismissal Precursor Events"), the Defendants shall file the Joint Stipulation of Dismissal, attached as **Exhibit C** to this Agreement, dismissing with prejudice all of the claims in the Action. However, any disputes then pending for resolution before the Court (to the extent not mooted per written agreement of the parties in view of the issuance of the Certificate of Occupancy) shall be resolved prior to any dismissal. Contemporaneous with the execution of this Settlement Agreement, Plaintiffs will deliver to Defendants a signed copy of the Stipulation of Dismissal, which shall be held in escrow by Defendants' counsel and not released or used for any purpose until the occurrence of the Stipulation of Dismissal Precursor Events. If none of the the Stipulation of Dismissal Precursor Events occur, the Stipulation of Dismissal will be void and of no effect.

12: Claims Not Assigned. Each of the Parties acknowledges, represents, and warrants that they have not assigned, sold, or transferred any part of any of the claims or other matters that are being released herein by them. The parties further acknowledge that all claims in the Action were brought against individual Defendants only in their official capacities and not in their individual capacities.

13: Independent Judgment and No Other Promises. The Parties, and each of them, represent and warrant that: (a) other than as specifically set forth in this Agreement, this Agreement is executed without any reliance upon any statement, representation, promise, inducement, understanding, or agreement by or on behalf of any Party or by or on behalf of any employee, representative, agent, or attorney employed by any Party; and (b) no promise, inducement, understanding, or agreement not expressed herein has been made to any Party.

14: Authority to Enter Agreement. Each Party to this Agreement represents and warrants that it, he, or she is duly authorized to enter into this Agreement and the signatory below executing this Agreement on each such Party's behalf, including counsel and counsel for

NJIIF signing on behalf of Defendants, has the authority to sign on behalf of such person or entity. In the event that any judicial, legislative, or other federal, state, or municipal entity of competent jurisdiction finds or holds that the any Defendant entered into this Agreement without proper authority, capacity, or subject to any disqualifying conflicts of interest, Defendants will take all necessary steps to cure such defect and ratify the execution of this Agreement and all actions taken pursuant to it on behalf of all Defendants.

15: Agreement Jointly Prepared. This Agreement, including any uncertainty or ambiguity herein, shall not be construed against any one Party, but shall be construed as if all the Parties jointly prepared this Agreement.

16: Separate and Divisible Terms. The terms and provisions of this Agreement are intended to be separate and divisible provisions and if, for any reason, any one or more of them is held to be invalid or unenforceable, neither the validity nor the enforceability of any other provision of this Agreement shall thereby be affected. If, for any reason, any court of competent jurisdiction shall find any provisions of this Agreement to be unlawful, the Parties agree that the restrictions and prohibitions contained herein shall be effective to the fullest extent allowed by law.

17: Entire Agreement and Modifications. This Agreement contains the entirety of the Parties' agreement on the terms addressed herein. Modifications of this Agreement must be in writing and will be effective upon the written consent of all the Parties or counsel acting on their behalf. Notwithstanding any other term of this **Paragraph 17**, modifications of the procedures set forth in **Paragraph 2** of this Agreement may be made during the Whispering Woods hearing only if agreed to orally (and reflected on the stenographic record of that hearing) by (a) Bayonne Muslims and (b) a simple majority of Zoning Board members present at such hearing who are eligible to vote on the Application. No oral modification of any term of this Agreement shall be effective for any purpose, except as specifically allowed by this **Paragraph 17**. Under no circumstances shall Defendants, or any of them, request to modify the term of **Paragraph 2** that limits the Special Meeting and Whispering Woods hearing to a single hearing.

18: No Waiver and Cure Period. No waiver of any provision herein shall be binding unless in writing and signed by the person or entity against whom the waiver is asserted. No waiver of any breach of any term or provision of this Agreement shall be construed to be, nor shall it be, a waiver of any other breach of this Agreement. Any Party's failure to comply with any time limit set forth in this Agreement, except for the requirement in **Paragraph 2** that the Whispering Woods hearing be completed in a single hearing, shall constitute a breach of this Agreement only after the non-complying party fails to cure such non-compliance within five (5) business days of the relevant deadline.

19: Notice and Submissions.

A. Notices

Any notice required under or regarding this Agreement shall be sent by overnight delivery or courier service, as well as email. Notices to Bayonne Muslims shall be sent to the following physical and email addresses:

Bayonne Muslims,
109 East 24 Street,
Bayonne, New Jersey 07002
waheed.akbar@gmail.com
aamangi@pbwt.com
mfaridi@pbwt.com

Notices to Defendants shall be sent to the following physical and email addresses:

Anthony P. Seijas, Esq.
Cleary Giacobbe Alfieri Jacobs, LLC
169 Ramapo Valley Road
Upper Level Suite 105
Oakland, New Jersey 07436
aseijas@cgajlaw.com

Eric J. Nemeth, Esq.
New Jersey Intergovernmental Insurance Fund ("NJIIF")
55 Madison Avenue, Suite 400
Morristown, N.J. 07960
enemeth@ejcounsel.com

20: Governing Law and Forum. This Agreement shall be deemed to have been executed and delivered within the State of New Jersey, and the Parties' rights and obligations hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of New Jersey without regard to rules regarding choice of laws, except to the extent that federal law applies to questions regarding the Court's continuing jurisdiction in this matter or special federal common law preempts any application of state law with respect to interpretation or application of this Agreement. The United States District Court for the District of New Jersey shall retain jurisdiction to enforce the terms of this Agreement as per **Paragraph 8** herein and the Parties consent to removal of all claims arising hereunder as per **Paragraphs 7 and 8** of this Agreement. Notwithstanding anything to the contrary in this Agreement, federal law, including but not limited to RLUIPA, governs all substantive claims giving rise to the Action and this Agreement.

21: Execution in Counterparts. This Agreement may be executed in one or more counterparts. The signature pages of the various counterparts may be collected with one copy of the balance of this Agreement, which, together with collected and signed signature pages, shall constitute a true and correct copy of this Agreement. Photocopies or electronic scans of this Agreement (including signature pages) may be used in place of originals for any and all purposes.

ALL OF THE ABOVE IS AGREED AND ACCEPTED and is effective as of the Effective Date.

BAYONNE MUSLIMS and ABDUL HAMEED BUTT,

By:_____
Abdul Hameed Butt,

On Behalf of Himself, and as
President, Bayonne Muslims

Dated: January 31, 2018

KHALED ALY

By:_____
Khaled Aly,

Dated: January 31, 2018

CITY OF BAYONNE, THE CITY OF BAYONNE ZONING BOARD OF ADJUSTMENT, MARK URBAN, CLIFFORD ADAMS, JAN PATRICK EGAN II, VINCENT J. LeFANTE, LOUIS LOMBARI, FRANK PELLITTERI, MATT DORANS, JOSEPH PINEIRO, JAMES O'BRIEN, JR., and NICHOLAS DiLULLO.

By:_____,
Eric J. Nemeth, Esq.,
General Counsel NJIIF

By:_____,
Anthony Seijas, Esq.,
Counsel for all Defendants

Dated: January ____, 2018

ALL OF THE ABOVE IS AGREED AND ACCEPTED and is effective as of the Effective Date.

BAYONNE MUSLIMS and ABDUL HAMEED BUTT,

By:_____
Abdul Hameed Butt,

On Behalf of Himself, and as *President*, Bayonne Muslims

Dated: January ____, 2018

KHALED ALLY

By:_____
Khaled Ally,

Dated: January ____, 2018

CITY OF BAYONNE, THE CITY OF BAYONNE ZONING BOARD OF ADJUSTMENT, MARK URBAN, CLIFFORD ADAMS, JAN PATRICK EGAN II, VINCENT J. LeFANTE, LOUIS LOMBARI, FRANK PELLITTERI, MATT DORANS, JOSEPH PINEIRO, JAMES O'BRIEN, JR., and NICHOLAS DiLULLO.

By:_____,
Eric J. Nemeth, Esq.,
General Counsel NJIIF

By:_____
Anthony Seijas, Esq.,
Counsel for all Defendants

Dated: January 31, 2018

EXHIBIT A

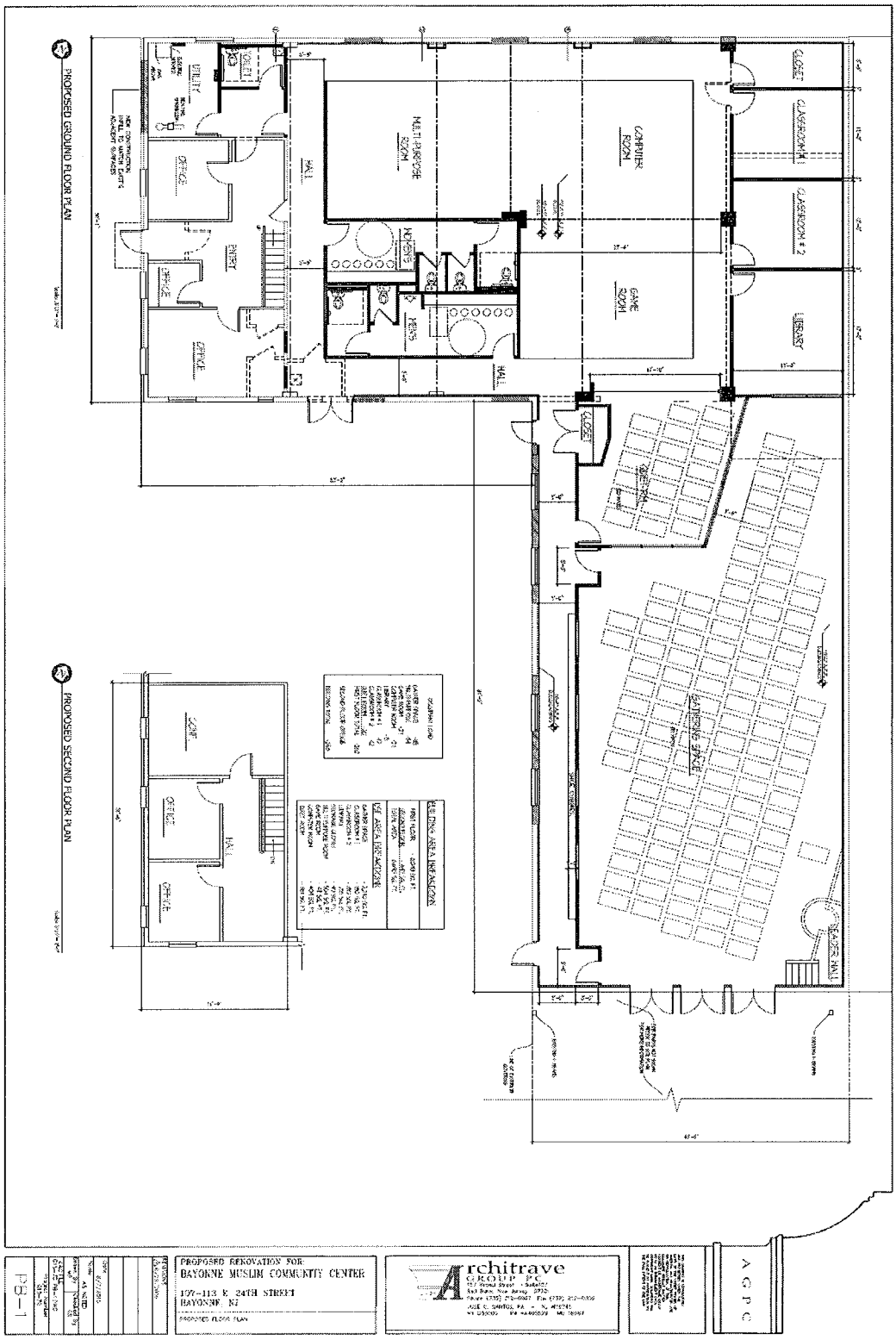
PROPOSED GROUND FLOOR PLAN
PROPOSED SECOND FLOOR PLAN
MULTI-PURPOSE ROOM
COMPUTER ROOM
GAME ROOM
LIBRARY
CLASSROOM #1
CLASSROOM #2
CLOSET
OFFICE
HALL
UTILITY
PANTRY
MEN'S
WOMEN'S
PRAYER SPACE
PROPOSED RENOVATION FOR
BAYONNE MUSLIM COMMUNITY CENTER
107-113 E. 24TH STREET
BAYONNE, NJ
Architrave
GROUP PC
AGPC
PB-1

EXHIBIT B

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY

BAYONNE MUSLIMS, ABDUL HAMEED BUTT, and KHALED ALY, *Plaintiffs*, *v.* CITY OF BAYONNE, CITY OF BAYONNE ZONING BOARD OF ADJUSTMENT, MARK URBAN, in his official capacity, CLIFFORD ADAMS, in his official capacity, JAN PATRICK EGAN II, in his official capacity, VINCENT J. LeFANTE, in his official capacity, LOUIS LOMBARI, in his official capacity, FRANK PELLITTERI, in his official capacity, MATT DORANS, in his official capacity, JOSEPH PINEIRO, in his official capacity, JAMES O'BRIEN, JR., in his official capacity, and NICHOLAS DiLULLO, in his official capacity, *Defendants*.	Civil Action No. 2:17-cv-03731 (MCA) (LDW) **PROPOSED ORDER**

THIS MATTER having been brought before the Court on the Complaint of Plaintiffs Bayonne Muslims, Abdul Hameed Butt and Khaled Ally (collectively, "Plaintiffs"), pursuant to the provisions of the Religious Land Use and Institutionalized Persons Act of 2000 ("RLUIPA"), 42 U.S.C. §§ 2000cc, *et seq.*, the United States Constitution, and the laws of the State of New Jersey, to use certain real property located at 109 East 24th Street in The City of Bayonne, New Jersey (the "Property");

WHEREAS, Bayonne Muslims submitted its application for variance relief (the "Application") to the City of Bayonne Zoning Board of Adjustment (the "Zoning Board") on or about August 12, 2015 in connection with its application to use the Property as a mosque;

WHEREAS the Zoning Board held three hearings on the Application on January 19, 2016; January 23, 2017; and March 6, 2017;

WHEREAS the Zoning Board voted on the Application at the March 6, 2017 hearing;

WHEREAS the Zoning Board issued a written resolution denying the Application and all requested variance relief on April 17, 2017;

WHEREAS, on May 25, 2017, Plaintiffs filed a complaint against Defendants in the United States District Court for the District of New Jersey (the "Court") captioned, *Bayonne Muslims et al. v. City of Bayonne et al.*, Civil Action No. 2:17-cv-03731 (MCA) (LDW) (the "Action");

WHEREAS, in the Action, Plaintiffs asserted claims against Defendants for injunctive relief and money damages under the Religious Land Use and Institutionalized Persons Act, 42 U.S.C. § 2000cc ("RLUIPA"), the First and Fourteenth Amendments to the U.S. Constitution, the New Jersey Constitution, and New Jersey state law arising from the City Of Bayonne Zoning Board Of Adjustment's denial of the Application;

WHEREAS, Defendants deny all liability for the claims made by Plaintiffs;

WHEREAS, the Parties desire to resolve this case without further litigation, controversy, and inconvenience related to the subject matter of this case, and desire to settle, fully and finally, any and all claims among them;

WHEREAS, the Parties have submitted a fully executed Settlement Agreement for the Court's review;

WHEREAS, the Court has reviewed the Parties' Settlement Agreement and finds it to be fair and reasonable;

WHEREAS, this Court has jurisdiction over the subject matter of this case pursuant to 28 U.S.C. § 1331, 28 U.S.C. § 1367, and 42 U.S.C. § 2000cc-2;

WHEREAS, this Court has personal jurisdiction over Defendants; and

WHEREAS, venue is proper in this District;

IT IS on this _____this day of January, 2018, **ORDERED**, **ADJUDGED** and **DECREED** as follows:

1. The terms of the Parties' Settlement Agreement, dated January ____, 2018 and attached to this Order, and each of those terms, are hereby incorporated into this Order and are fully enforceable as an Order of this Court.
2. This Court shall retain jurisdiction in this case for all purposes for the term set forth in the Settlement Agreement.
3. This Court hereby appoints the Honorable Joel A. Pisano (Ret.) as a special master in this case for the purpose of resolving disputes between the Parties pursuant to the terms of the Parties' Settlement Agreement, as incorporated in this Order. Judge Pisano will be compensated for any services rendered to the Parties pursuant to this Order according to his normal and customary schedule of fees.
4. Upon the expiration of the Court's retention of jurisdiction, as specified in the Parties' Settlement Agreement and incorporated into this Order, the Parties shall file a

stipulation of voluntary dismissal of this case.

IT IS SO ORDERED.

Dated: _____, 2018

_____

Hon. Madeline Cox Arleo
United States District Judge

EXHIBIT C

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY

BAYONNE MUSLIMS, ABDUL HAMEED BUTT, and KHALED ALY, *Plaintiffs*, *v.* CITY OF BAYONNE, CITY OF BAYONNE ZONING BOARD OF ADJUSTMENT, MARK URBAN, in his official capacity, CLIFFORD ADAMS, in his official capacity, JAN PATRICK EGAN II, in his official capacity, VINCENT J. LeFANTE, in his official capacity, LOUIS LOMBARI, in his official capacity, FRANK PELLITTERI, in his official capacity, MATT DORANS, in his official capacity, JOSEPH PINEIRO, in his official capacity, JAMES O'BRIEN, JR., in his official capacity, and NICHOLAS DiLULLO, in his official capacity, *Defendants*.	Civil Action No. 2:17-cv-03731 (MCA) (LDW) **JOINT STIPULATION OF DISMISSAL**

PLEASE TAKE NOTICE THAT, pursuant to Rule 41(a)(1)(A)(ii) of the Federal Rules of Civil Procedure, Plaintiffs and Defendants, by and through their undersigned attorneys, hereby give notice that the above-captioned action is voluntarily dismissed, with prejudice.

Dated: _____

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Matthew Funk

Adeel A. Mangi (admitted *pro hac vice*)
Muhammad U. Faridi (admitted *pro hac vice*)
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