

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

THE ISLAMIC SOCIETY OF BASKING RIDGE
and MOHAMMAD ALI CHAUDRY,

Plaintiffs,

v.

TOWNSHIP OF BERNARDS, BERNARDS
TOWNSHIP PLANNING BOARD, BERNARDS
TOWNSHIP COMMITTEE, BARBARA
KLEINERT, in her official capacity, JEFFREY
PLAZA, in his official capacity, JIM
BALDASSARE, in his official capacity, JODI
ALPER, in her official capacity, JOHN MALAY, in
his official capacity, KATHLEEN "KIPPY"
PIEDICI, in her official capacity, LEON HARRIS,
in his official capacity, PAULA AXT, in her official
capacity, RANDY SANTORO, in his official
capacity, RICH MOSCHELLO, in his official
capacity, SCOTT ROSS, in his official capacity,
CAROL BIANCHI, in her official capacity,
CAROLYN GAZIANO, in her official capacity,
THOMAS S. RUSSO, JR., in his official capacity,
and JOHN CARPENTER, in his official capacity,

Defendants.

Case No. 16 Civ. 1369 (MAS)(LHG)

SETTLEMENT AGREEMENT

This Settlement Agreement (this "*Agreement*"), dated as of May 30, 2017 (the "*Effective Date*") memorializes an agreement to settle litigation by and between the Islamic Society of Basking Ridge ("*ISBR*") and Mohammad Ali Chaudry (together with ISBR, "*Plaintiffs*"), on the one hand, and the Township of Bernards (the "*Township*"), the Bernards Township Planning Board (the "*Planning Board*"), the Bernards Township Committee (the "*Township Committee*"), Barbara Kleinert, Jim Baldassare, John Malay, Kathleen "Kippy" Piedici, Scott Ross, Carol Bianchi, Carolyn Gaziano, Thomas S. Russo, Jr., and John Carpenter on the other (collectively, "*Defendants*"). Plaintiffs and Defendants are referred to herein collectively as the "*Parties*."

Recitals

WHEREAS, on April 20, 2012, ISBR submitted to the Planning Board an application for preliminary and final site plan approval to build a mosque and related site improvements at 124 Church Street in the Township (the “*Application*”), which property is designated on the Township tax maps as Block 9301, Lot 2 (the “*Property*”).

WHEREAS, the Planning Board held 39 public hearings on the Application.

WHEREAS, on December 8, 2015, the Planning Board voted to deny the Application in its entirety.

WHEREAS, on January 19, 2016, the Planning Board voted to adopt a written resolution denying the Application in its entirety.

WHEREAS, on March 10, 2016, Plaintiffs filed a complaint against Defendants in the United States District Court for the District of New Jersey (the “*Court*”) captioned, *The Islamic Society of Basking Ridge and Mohammad Ali Chaudry v. Township of Bernards, et al.*, Case No. 16-cv-1369 (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 Planning Board’s denial of the Application. Defendants filed an Answer and denied all liability for the claims made by Plaintiffs.

WHEREAS, on November 22, 2016, the United States, through the United States Department of Justice (“*DOJ*”) filed a complaint against the Township and the Planning Board in the United States District Court for the District of New Jersey captioned, *United States of America v. Township of Bernards, New Jersey and Bernards Township Planning Board*, Case No. 16-cv-8700 (the “*DOJ Action*”), alleging claims under RLUIPA arising from the Planning Board’s denial of the Application. Defendants filed an Answer and denied all liability for the claims made by the United States.

WHEREAS, on December 31, 2016, the Court granted Plaintiffs’ motion for partial judgement on the pleadings as to the issue of parking, holding that Defendants violated 42 U.S.C. § 2000cc(b)(2) as to Plaintiffs and that Township Ordinance § 21-22.1 is unconstitutionally vague as to houses of worship (*see* Dkt. No. 93).

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. In entering into this Agreement, Defendants specifically do not admit to any actual or implied liability to either Plaintiffs or the United States as alleged in the Action or the DOJ Action, and specifically do not waive their denials of all liability to the claims made by both Plaintiffs and the United States.

WHEREAS, the DOJ Action has been resolved through the Township's Settlement Agreement with the United States, dated May 30, 2017 and attached hereto as Exhibit A (the "*DOJ Settlement Agreement*").

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 Site Plan. Within 25 days of the Effective Date, ISBR will submit to the Township Planner, Township Fire Official, Planning Board Engineer, and Planning Board Planner (collectively, the "*Reviewing Professionals*") revised preliminary and final site plans and an accompanying revised Stormwater Management Report and Architectural Plan (collectively, the "*Settlement Site Plan and Accompanying Documents*") concerning the Property. The Settlement Site Plan and Accompanying Documents will reflect the terms of such plans and documents last considered by the Planning Board prior to denial of the Application,¹ except that:

(a) The Settlement Site Plan will provide for 50 paved parking spaces, consistent with the Court's December 31, 2016 ruling on Plaintiffs' motion for partial judgment on the pleadings.

(b) The Settlement Site Plan will further reflect ISBR's voluntary designation of an area for overflow parking on non-paved surfaces sufficient to accommodate at least 10 cars. No site improvements will be required for that overflow parking area.

(c) On the Settlement Site Plan, the eastern detention basin will be shifted substantially into the area vacated by the elimination of the eastern row of 31 parking spots, subject to feasibility (in the judgment of ISBR's site engineer) and taking into account the space needed for the 6 foot wide basin maintenance area around the perimeter of the basin.

(d) The Settlement Site Plan and Accompanying Documents will reflect related site layout, grading, drainage, landscaping, lighting, and vehicle circulation changes stemming from the revisions to the parking lot and the relocation of the eastern detention basin as deemed appropriate by ISBR's site engineer.

¹ The site plan last considered is the 14-sheet Preliminary and Final Site Plan dated September 19, 2014, as modified by (a) Sheet C-03 dated December 8, 2014, and (b) Fire Service Plan (EX) dated January 22, 2015. The last considered Stormwater Management Report is the version last revised October 8, 2014, and the last considered Stormwater Management Facility Operations and Maintenance Manual is the version last revised October 28, 2013. The last considered Architectural Drawings are Sheets A-01 and A-02, last revised on December 5, 2014, and Sheets A-03 and A-04, last revised on December 20, 2013.

(e) The Settlement Site Plan and Accompanying Documents will reflect compliance with the agreed-upon site plan revisions listed at **Exhibit B** hereto. In addition, ISBR agrees to the conditions of approval listed at **Exhibit C** hereto. Any other issues, site plan requirements, or conditions of approval of any kind are waived and released by Defendants, including any issues, requirements, or conditions raised during the proceedings below by Reviewing Professionals, counsel to the Planning Board, or Defendants or any of their staff, as well as any issues presented in the Planning Board's prior resolution of denial.

ISBR will provide the Reviewing Professionals with an opportunity to review its initially proposed Settlement Site Plan and Accompanying Documents for 20 days after initial submission. Defendants will not be involved in that 20-day process involving the Reviewing Professionals in any way. The Reviewing Professionals shall review the initially proposed Settlement Site Plans and Accompanying Documents and provide ISBR with any comments on or before the tenth (10th) calendar day of this 20-day period. Within this 20-day period, ISBR will make its site engineer available to the Reviewing Professionals for comments and conferring on such plans and will consider any reasonable input provided by the Reviewing Professionals to the extent such comments relate to changes made pursuant to **Paragraph 1** herein and ISBR's site engineer deems them necessary and appropriate. During this time period, ISBR may provide the Reviewing Professionals with a further revised Site Plan and Accompanying Documents to the extent ISBR deems it desirable, in its sole discretion.

Within 10 days after the 20-day review period described above, ISBR will formally submit its final Settlement Site Plan and Accompanying Documents to the Planning Board for approval at the Whispering Woods hearing described in **Paragraph 3** herein.

2: Settlement Payment. As set forth in this paragraph, Defendants will pay a total of \$3.25 million (the "*Settlement Payment*") to ISBR. The Settlement Payment will be made within **14** days of the Parties' execution of this Agreement by check or wire transfer into the escrow account of Dughi, Hewit & Domalewski P.C., using wire transfer instructions that will be provided by Dughi, Hewit & Domalewski P.C. Defendants represent that the Settlement Payment will be made from Defendants' insurance carriers. Dughi, Hewit & Domalewski P.C. will maintain the Settlement Payment in its escrow account and not release it to ISBR unless and until the Planning Board votes to approve ISBR's site plans at the Whispering Woods hearing and adopts a resolution memorializing its decision as described in **Paragraph 3** herein. Upon such a vote and within three (3) business days of receipt of the adopted resolution described in Paragraph 3, Dughi, Hewit & Domalewski P.C. shall transfer the Settlement Payment to Plaintiffs' counsel by wire transfer according to instructions provided by Plaintiffs' counsel or by check. The Settlement Payment will be allocated as damages to ISBR in the amount of \$1.50 million (one million five hundred thousand dollars), and attorneys' fees and litigation costs to Plaintiffs' counsel in the amount of \$1.75 million (one million seven hundred and fifty thousand dollars). The Parties shall release each other of claims as set forth in **Paragraphs 13 and 14** herein. Notwithstanding anything in this **Paragraph 2** or any other provision of this Agreement, any releases provided or to be provided by Plaintiffs, as well as this Agreement, will be void in

all respects if the Planning Board does not provide preliminary and final site approval of the Settlement Site Plan at the Whispering Woods hearing and adopt a resolution memorializing its decision as described in **Paragraph 3** herein. In the event that the Planning Board does not grant preliminary and final site approval of the Settlement Site Plan at the Whispering Woods hearing and does not adopt a resolution memorializing its decision as described in **Paragraph 3** herein, Dughi, Hewit & Domalewski P.C. will return the Settlement Payment to Defendants' insurer(s) and the Parties shall return to litigation.

3: Whispering Woods Hearing. The Planning Board will convene a duly-noticed special meeting (the "*Special Meeting*") at which it will conduct a Whispering Woods hearing regarding the Planning Board's agreement to settle this Action and ISBR's application for preliminary and final site plan approval of the Settlement Site Plan (the "*Whispering Woods hearing*"). No unrelated business will be included on the agenda for the Special Meeting other than the Whispering Woods hearing. Defendant Planning Board waives its Rule regarding the timing of submission of the Settlement Site Plan in advance of a hearing thereon and agrees to schedule the Special Meeting and Whispering Woods hearing no later than fifteen (15) days after ISBR submits its final Settlement Site Plan to Defendant Planning Board, provided that the number of intervening days is sufficient for the Planning Board to provide the required Open Public Meeting Act notice of the special meeting and for ISBR to provide at least 10 days' notice of the Whispering Woods hearing in accordance with the Municipal Land Use Law, specifically, N.J.S.A. 40:55D-12.

The Special Meeting and Whispering Woods hearing will be scheduled to begin at 7:00 p.m. and the hearing will continue until completed, including final deliberations and a vote by Defendant Planning 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 Planning Board's final deliberations and a vote on the Settlement Site Plan and Accompanying Documents must occur, and the hearing must be concluded, within the course of a single Whispering Woods hearing.

ISBR 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 Township, (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 duplicate, which will be provided to ISBR by Defendants within two (2) days of the execution of this Agreement, (c) personal service or certified mail to the Somerset County Planning Board, (d) certified mail to any public utility company, cable television company, or local utility which possesses a right-of-way or easement within the Township and has registered with the Township in accordance with N.J.S.A. 40:55D-12.1, the names and addresses of which will be provided to ISBR by Defendants within two (2) days of the execution of this Agreement.

Upon submission of the final Settlement Site Plan and Accompanying Documents to Defendant Planning Board by ISBR, the Planning Board will, pursuant to N.J.S.A. 40:55D-10, make the Settlement Site Plan and Accompanying Documents available for public inspection during normal business hours in the Planning Board's administrative office located at 277 S. Maple Ave., Basking Ridge, New Jersey 07920.

The following procedures will govern at the Whispering Woods hearing:

(a) The Planning Board attorney will announce for the record the terms of this Agreement, submit a copy of this Agreement into evidence, and identify for the record the Settlement Site Plan and Accompanying Documents;

(b) The Township Planner will present testimony regarding the Settlement Site Plan and Accompanying Documents and will explain the differences between the Settlement Site Plan and ISBR's site plan that was denied by the Planning Board;

(c) The Township Planner, the Planning Board planning expert, and the Planning Board engineering expert will submit written reports addressing their review of the Settlement Site Plan and Accompanying Documents. If requested by Defendant Planning Board, the Planning Board planning expert and the Planning Board engineering expert may also testify during the hearing to address matters related to their review of such documents. ISBR's counsel will not make a formal presentation, but reserves the right to (i) respond to the written review reports referred to above in this subparagraph (c) and ask questions of the relevant experts regarding the same, (ii) address any comments or questions raised by any person at the Whispering Woods hearing, (iii) cross-examine any witnesses testifying at such hearing, and (iv) if necessary, address any specific approvals or relief requested to be granted in connection with preliminary and final site plan approval of the Settlement Site Plan;

(d) No other live witness testimony will be presented or heard by the Planning Board, except for testimony heard pursuant to **Paragraph 3(f)** below. However, at the request of the Planning Board or ISBR, ISBR's engineer may testify during the hearing to address revisions reflected in the Settlement Site Plan and Accompanying Documents;

(e) The Planning 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;

(f) Interested parties and residents of Bernards Township shall have the right to provide sworn comments on the Settlement Site Plan and Accompanying Documents during the hearing, provided that they identify themselves and their address prior to giving their testimony. Any interested party or resident of Bernards Township that fails to so identify himself or herself and their address will be precluded from speaking at the hearing;

(g) All comments at the hearing made by any interested party or resident of Bernards Township shall be strictly limited to addressing the differences between the Settlement Site Plan and the site plan that was denied by the Planning Board, and no other comments shall be permitted. In accordance with N.J.S.A. 40:55D-10d, five (5) minutes of sworn testimony per interested party or resident of Bernards Township 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 Bernards Township the right to provide the Planning Board with comments;

(h) No commentary regarding Islam or Muslims will be permitted.

Within 30 days of the completion of the Whispering Woods hearing, the Planning 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. In the event of an approval, such resolution shall not impose any conditions of approval other than (a) the conditions listed on **Exhibit B** hereto, or (b) any conditions agreed to by ISBR as a result of any comments made by a Reviewing Professional during the 20-day review period described in **Paragraph 1** of this Agreement.

4: Payment of Professional Fees. ISBR will not pay any monies to Defendants or the Reviewing Professionals associated with (a) their review of ISBR's Settlement Site Plan and Accompanying Documents to effectuate this Agreement, (b) the Special Meeting and Whispering Woods hearing described in **Paragraph 3**, or (c) any other work carried out by Defendants, Defendants' staff or the Reviewing Professionals, except that ISBR will pay the following usual and customary fees associated with the construction and eventual occupancy of its proposed structure: building permits fees, curb cut approval fees, if required, sewerage authority application fees, and certificate of occupancy fees.

5: Cooperation. Defendants will not impede in any way, directly or indirectly, ISBR's efforts to obtain any remaining state, county, municipal, sewerage authority, or other approvals of the final Settlement Site Plan or associated with the construction or operation of ISBR's proposed mosque or related site improvements on the Property, including any approvals required by the Bernards Township Sewerage Authority. Additionally, Defendant Township Committee will support the realization and implementation of the terms of this Agreement, and the prompt processing of all ISBR applications for necessary approvals from Township issuing authorities required for the construction and operation of ISBR's proposed mosque and related site improvements. In addition, the Township shall cooperate with ISBR in any and all efforts by ISBR to have the Township's sewer service area map formally updated to include the Property. In all instances, Defendants shall bear their own fees and costs associated with any applications, tasks, or proceedings.

6: RLUIPA, Diversity, and Inclusion Training. The Township will train all current and future members of the Planning Board and the Township Committee regarding the requirements of the Religious Land Use and Institutionalized Persons Act of 2000, including the interpretations of that statute by the Supreme Court of the United States, the United States Courts of Appeals, and the United States District Courts. The Township will also train all current and future members of the Planning Board and the Township Committee regarding diversity and inclusion of persons of all religions, races, genders, and national origins, including with regard to Islam and Muslims specifically.

7: Law Governing ISBR's Application. ISBR's application for preliminary and final site plan approval, including all proceedings pursuant to the Settlement Agreement, will be governed by the Township zoning and land use ordinances in effect at the time of the submission of ISBR's original application on April 20, 2012.

8: Ordinance # 2242. Defendants will amend or repeal and replace Ordinance # 2242 within four months of the date of this Agreement. Defendants state their position that doing so does not constitute an admission that the Ordinance is unconstitutional or illegal. Defendants will address issues relating to any amended or replacement ordinance with the United States, but for the avoidance of doubt, both the amendment or repeal and replacement of the Ordinance must be completed within four months of the date of this Agreement.

9: Legal Challenges to this Agreement or the Settlement Site Plan. In the event of any direct or collateral legal challenges to, appeals from, or other litigation arising from either this Agreement or the Planning Board's preliminary and final site plan approval of the final Settlement Site Plan filed by third parties in any forum, Defendants will oppose any such legal challenges or appeals, and defend this Agreement and the Planning Board's approval. ISBR, in the event it has not been named a party to any such litigation and upon written notice from the Township, shall intervene in any such proceeding. Defendants will join ISBR in seeking to have any such legal challenges or appeals heard in federal court before Judge Michael A. Shipp. Defendants will support any ISBR 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 Planning Board's preliminary and final site plan approval of the final Settlement Site Plan.

10: Enforcement By Judicial Order, Jurisdiction Retained, and Removal.

The Parties agree to jointly request through the proposed order set forth at **Exhibit D** that the Court so-order this Agreement and retain jurisdiction over this matter until a Certificate of Occupancy for ISBR's proposed mosque is issued, or until the time period provided for the Court's retention of jurisdiction over these matters in Defendants' DOJ Settlement Agreement with the United States elapses, whichever is later. 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 3**, any approvals referenced in **Paragraph 5**, any legal appeals or challenges referenced in **Paragraphs 5 or 9**, or any other matters relating to the approval, construction or operation of ISBR's 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 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 Shipp (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 the approval, construction or operation of ISBR's proposed mosque on the Property will be resolved as follows:

- (a) Any disputes will be brought to Hon. Judge Joel A. Pisano (Ret.) in the first instance. Judge Pisano will first attempt to mediate the dispute to a conclusion.
- (b) In so-ordering this Agreement, the Court will also appoint Judge Pisano as a Special Master to resolve any future disputes concerning any additional approvals by Defendants or the Certificate of Occupancy that he cannot resolve through mediation.
- (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 Shipp (or the District Judge then assigned to this Action) upon motion within ten days of the issuance of Judge Pisano's determination.
- (d) Once ISBR receives a final, non-appealable Certificate of Occupancy for its permanent use of the Property as a mosque, or after the time period provided for the Court's retention of jurisdiction over these matters in Defendants' DOJ Settlement Agreement with the United States elapses, whichever is later, the Parties will jointly seek dismissal of this Action according to **Paragraph 15** of this Agreement.

11: Incorporation of Defendants' Resolution with the United States. This Agreement incorporates by reference the terms provided in the DOJ Settlement Agreement between Defendants and the United States in the DOJ Action. For the avoidance of doubt, all obligations assumed by Defendants in their DOJ Settlement Agreement with the United States are hereby incorporated by reference into this Agreement as binding obligations assumed by Defendants as to Plaintiffs, and Plaintiffs shall have the right to enforce all such terms pursuant to this Agreement.

12: 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. Upon full execution of this Agreement, the Effective Date will be placed in the space designated in the initial paragraph of this Agreement.

13: Partial Release of Claims By Plaintiffs. Upon the release of the Settlement Payment referenced in **Paragraph 2** from the Dughi, Hewit & Domalewski P.C. escrow account, and the transfer of the Settlement Payment to Plaintiffs' counsel via check or wire instructions to be provided by Plaintiffs' counsel, Plaintiffs will deliver to Defendants a signed copy of the release attached to this Agreement as **Exhibit E**. However, Plaintiffs' release and this Agreement shall be rendered void if the Planning Board fails to provide preliminary and final site plan approval of the Settlement Site Plan based on the Whispering Woods hearing or fails to adopt a resolution memorializing its decision as described in **Paragraphs 2 and 3** herein.

14: Release of All Claims By Plaintiffs and Defendants. Simultaneously with the signing and filing of the Joint Stipulation of Dismissal pursuant to **Paragraph 15** herein, Plaintiffs and Defendants shall exchange, fully executed, the releases attached to this Agreement as **Exhibit F** and **Exhibit G**.

15: Dismissal of the Action. Within five (5) business days of the issuance of a Certificate of Occupancy, or upon the expiration of the period for the Court's retention of jurisdiction, whichever is later, the Parties shall sign and file the Joint Stipulation of Dismissal, attached as **Exhibit H** to this Agreement, dismissing with prejudice all of the claims in the Action. However, any disputes then pending for resolution before the Court shall be resolved prior to dismissal.

16: 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.

17: Independent Judgment and No Other Promises. The Parties, and each of them, represent and warrant that: (a) 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.

18: 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 signing on behalf of individual 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 Township, Township Committee, or Planning Board entered into this Agreement without proper authority, Defendants will take all necessary steps to cure such defect and ratify the execution of this Agreement on behalf of all Defendants.

19: 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.

20: 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.

21: Entire Agreement and Modifications. This Agreement contains the entirety of the Parties' agreement on the terms addressed herein and supersedes and replaces the Term Sheet, dated March 30, 2017, executed by and between the Parties. 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 21**, modifications of the procedures set forth in **Paragraph 3** of this Agreement or the conditions of approval set forth in **Exhibit C** may be made during the Whispering Woods hearing only if agreed to orally (and reflected on the stenographic record of that hearing) by (a) ISBR and (b) a simple majority of Planning 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 21**. Under no circumstances shall Defendants, or any of them, request to modify the term of **Paragraph 3** that limits the Special Meeting and Whispering Woods hearing to a single hearing.

22: 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 3** 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. Furthermore, if ISBR determines that additional time is needed to complete submissions as a result of any third party governmental regulatory or review processes, the parties will make reasonable accommodations and adjustments to the deadlines set forth herein.

23: 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 ISBR shall be sent to the following physical and email addresses:

Islamic Society of Basking Ridge
P.O. Box 173
Basking Ridge, New Jersey 07920
machaudry@gmail.com
aamangi@pbwt.com

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

Township of Bernards
Municipal Clerk
1 Collyer Lane
Basking Ridge, New Jersey 07920
dszabo@bernards.org
jbelardo@mdmc-law.com

B. Site Plan Submissions

Any submission of site plans, including the Settlement Site Plan and Accompanying Documents, set forth in or required by this Agreement shall be made by either (a) hand delivery on or before the applicable submission deadline set forth in this Agreement, or (b) deposit with an overnight delivery or courier service on or before the submission deadline set forth in this Agreement. Any submission of site plans to the Planning Board shall be complete upon submission to the Planning Board Secretary. Any submission of site plans to a Reviewing Professional shall be complete upon submission to (a) the Planning Board Secretary, or (b) the Reviewing Professional. If any deadline for the submission of any document falls on a day on which the offices of the Planning Board are closed, the deadline shall be the immediately succeeding weekday on which such office is open during regular business hours.

24: 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 10** herein and the Parties consent to removal of all claims arising hereunder as per **Paragraph 10** 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.

25: 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.

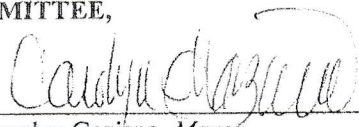
THE ISLAMIC SOCIETY OF BASKING
RIDGE and
MOHAMMAD ALI CHAUDRY,

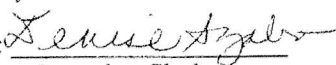
By: _____
Mohammad Ali Chaudry,

*On Behalf of Himself, and as
President, The Islamic Society of
Basking Ridge*

Dated: May ____, 2017

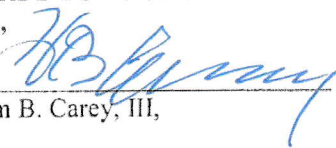
TOWNSHIP OF BERNARDS AND
THE BERNARDS TOWNSHIP
COMMITTEE,

By: 
Carolyn Gaziano, Mayor

Attested by: 
Denise Szabo, Township Clerk

Dated: May 30, 2017

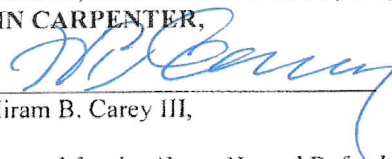
BERNARDS TOWNSHIP PLANNING
BOARD,

By: 
Hiram B. Carey, III,

*On Behalf of the Bernards Township
Planning Board*

Dated: May 30, 2017

BARBARA KLEINERT, JIM
BALDASSARE, JOHN MALAY,
KATHLEEN "KIPPY" PIEDICI, SCOTT
ROSS, CAROL BIANCHI, CAROLYN
GAZIANO, THOMAS S. RUSSO, JR., and
JOHN CARPENTER,

By: 
Hiram B. Carey III,

Counsel for the Above-Named Defendants,

Dated: May 30, 2017

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

**THE ISLAMIC SOCIETY OF BASKING
RIDGE and
MOHAMMAD ALI CHAUDRY,**

**TOWNSHIP OF BERNARDS AND
THE BERNARDS TOWNSHIP
COMMITTEE,**

By: M. Ali Chaudry
Mohammad Ali Chaudry,

By: _____
Carolyn Gaziano, *Mayor*

*On Behalf of Himself, and as
President, The Islamic Society of
Basking Ridge*

Attested by: _____
Denise Szabo, *Township Clerk*

Dated: May 30, 2017

Dated: May ____, 2017

**BERNARDS TOWNSHIP PLANNING
BOARD,**

By: _____
Hiram B. Carey, III,

*On Behalf of the Bernards Township
Planning Board*

Dated: May ____, 2017

**BARBARA KLEINERT, JIM
BALDASSARE, JOHN MALAY,
KATHLEEN "KIPPY" PIEDICI, SCOTT
ROSS, CAROL BIANCHI, CAROLYN
GAZIANO, THOMAS S. RUSSO, JR., and
JOHN CARPENTER,**

By: _____
Hiram B. Carey III,

Counsel for the Above-Named Defendants,

Dated: May ____, 2017

EXHIBIT A

United States v. Township of Bernards, et al., New Jersey (D.N.J.), 16-CV-08700

**SETTLEMENT AGREEMENT
BETWEEN THE UNITED STATES OF AMERICA AND THE TOWNSHIP OF
BERNARDS AND THE TOWNSHIP PLANNING BOARD**

I. INTRODUCTION

1. This Settlement Agreement (“Agreement”) is entered between Plaintiff, the United States of America (“the United States”), through the Department of Justice, and Defendants Township of Bernards, New Jersey (“Bernards Township” or “Township”), and Bernards Township Planning Board (“Planning Board”), through their authorized representatives. The Plaintiff and the Defendants are referred to herein as the “Parties.” Bernards Township and Bernards Planning Board are referred to collectively as the “Defendants.”

2. This Agreement resolves a Complaint filed by the United States on November 22, 2016, against the Township and Planning Board alleging violations of the Religious Land Use and Institutionalized Persons Act of 2000 (“RLUIPA”), 42 U.S.C. §§ 2000cc-5, *et. seq.* in the United States District Court for the District of New Jersey, *United States v. Township of Bernards, New Jersey*, 3:16-cv-08700 (MAS) (hereinafter “Civil Action”).

3. In the Civil Action, the United States alleges that Defendants violated RLUIPA by denying a site plan application by the Islamic Society of Basking Ridge (“ISBR”) to construct a mosque in the township, and by enacting an amendment to the township’s code regarding land use requirements for houses of worship.

4. The ISBR filed a separate action, *Islamic Society of Basking Ridge v. Township of Bernards*, (D. N.J.), 16-cv-1369, in which the ISBR alleges violations of RLUIPA similar to those alleged by the United States.

5. On January 4, 2017, the United States District Court for the District of New Jersey consolidated for discovery purpose the Civil Action and *ISBR v. Township of Bernards* because both actions raised similar facts and legal claims.

6. On May 30, 2017, the parties in *ISBR v. Township of Bernards*, executed a court enforceable settlement agreement setting forth with specificity a process that will allow the ISBR to construct its mosque.

II. RECITALS

7. Bernards Township is a municipality in Somerset County, New Jersey.

8. Bernards Township is governed by and acts through a Township Committee of five members who are the legislative and executive body of the municipality. These members are elected for three-year terms. The Township Committee annually elects a mayor from among its members.

9. Bernards Township has the authority to regulate and restrict the use of land and structures within its borders.

10. The Planning Board is an agency of Bernards Township. It consists of eleven members, specifically the mayor (or the mayor's designee), another member of the Township Committee, and nine citizens appointed by the mayor. The Planning Board has the authority to approve site plan applications.

11. Bernards Township is responsible for the acts and omissions of its agents and agencies, including the Planning Board.

12. The Islamic Society of Basking Ridge ("ISBR") is a non-profit, Muslim organization incorporated and existing under the laws of the State of New Jersey. The ISBR is a "religious assembly or institution," as defined by RLUIPA. 42 U.S.C. § 2000cc(2)(b)(1).

13. The ISBR does not have a mosque, nor is there a mosque in Bernards Township.
14. In 2011, the ISBR purchased a single family home with an adjacent detached structure at 124 Church Street (the “Church Street property”) on a lot size of 4.088 acres for the purpose of developing a mosque.
15. The Church Street property is located in an R-2 residential zoning district.
16. At the time of purchase, the R-2 district allowed places of worship as a permitted use on properties of three acres or more.
17. On April 20, 2012, the ISBR sought preliminary and final site plan approval from the Planning Board to build its mosque on the Church Street property.
18. The mosque proposal met with significant public opposition.
19. On December 8, 2015, the Planning Board denied the ISBR site plan approval.
20. The December 8, 2015 denial was the first time that the Planning Board denied a site plan application for a house of worship since at least 1994.
21. Other religious and non-religious assemblies have received preliminary and final site plan approvals and other zoning approvals in residential zoning districts on lots of three acres or more.
22. Because the ISBR did not receive preliminary and final site plan approval to construct a mosque, the United States alleges that ISBR’s members cannot engage in their religious practices to the degree and in the way they believe they are compelled to do.
23. On October 15, 2013, the Township enacted Ordinance # 2242. This ordinance amended the classification of a house of worship from a permitted use in residential zoning districts to a conditional use. Under this ordinance, a house of worship must meet a minimum lot

area of six acres with primary access achieved from a state or county road and other setback, bulk, and dimensional requirements. Township of Bernards Code § 21-12.3.

24. At the time the Township enacted Ordinance #2242, there were ten houses of worship located in residential zoning districts and one in a business zoning district. Of those ten located in residential zoning districts, eight were located and still remain on lots that are less than the six-acre minimum required by Ordinance #2242.

25. In its Civil Action, the United States alleges, and the Township and Planning Board deny, that the actions of the Township and Planning Board in denying the ISBR's site plan application impose a substantial burden on the ISBR's religious exercise, and that such burden is not in furtherance of a compelling governmental interest and/or is not the least restrictive means of furthering such interest, in violation of RLUIPA, 42 U.S.C. § 2000cc(a)(1).

26. The United States alleges, and the Township and Planning Board deny, that the Township and the Planning Board treated the ISBR on less than equal terms than nonreligious assemblies in violation of RLUIPA, 42 U.S.C. § 2000cc(b)(1).

27. The United States alleges, and the Township and Planning Board deny, that the Township and the Planning Board treated the ISBR differently from other religious assemblies on the basis of religion or religious denomination in violation of RLUIPA, 42 U.S.C. § 2000cc(b)(2).

28. The United States alleges, and the Township and Planning Board deny, that the Township placed unreasonable limitations on religious assemblies, including unreasonable

limitations on the ISBR, through its land use regulations, in violation of RLUIPA 42 U.S.C. § 2000cc(b)(3).

29. The United States and the Township and the Planning Board (together “the Parties”) agree that for purposes of RLUIPA, the denial the ISBR’s site plan application constitutes the “application” of a “land use regulation” that “limits or restricts a claimant’s use or development of land.” 42 U.S.C. § 2000cc-5(5).

30. The Parties agree that for purposes of RLUIPA, the Township and Planning Board each constitute a “government.” 42 U.S.C. §§ 2000cc-5(4)(A)(i), (ii).

31. The Parties agree that for purposes of RLUIPA, the ISBR’s intended use of the property on Church Street to construct a mosque constitutes “religious exercise” under RLUIPA. 42 U.S.C. §§ 2000cc-5(7)(A)-(B).

32. The Parties agree that for purposes of RLUIPA, the ISBR is a religious “assembly or institution.” 42 U.S.C. § 2000cc(2)(b)(1).

33. The Parties further agree that the controversy should be resolved without further proceedings or an evidentiary hearing.

34. To avoid the delay, uncertainty, inconvenience and expense of protracted litigation of the United States’ claims, and in consideration of the mutual promises and obligations set forth below, the Parties agree and covenant to following material terms and conditions:

III. TERMS AND CONDITIONS

A. PROHIBITED CONDUCT AND AFFIRMATIVE OBLIGATION

35. The Township, the Planning Board, and all other zoning or land use bodies of the Township including the Zoning Board of Adjustment, agree that they shall not:

- a. impose or implement any land use regulation in a manner that, within the meaning of RLUIPA, imposes a substantial burden on the religious exercise of any person, including a religious assembly or institution, unless the Township can demonstrate that imposition of that burden furthers a compelling governmental interest and is the least restrictive means of furthering that compelling governmental interest;
- b. impose or implement a land use regulation in a manner that treats a religious assembly or institution on less than equal terms than a nonreligious assembly or institution;
- c. impose or implement a land use regulation in a manner that treats a religious assembly or institution differently from other assemblies or institutions on the basis of religion or religious denomination;
- d. place unreasonable limitations on religious assemblies or institutions.

36. The Township, the Planning Board, and all other land use and zoning bodies of the Township including the Zoning Board of Adjustment, shall not impose a different parking standard on an applicant for a mosque than they impose on churches, synagogues, and other houses of worship.

37. The Township shall grant the necessary approvals to allow the ISBR to use the Subject Property as a house of worship in accordance with the terms for approval of the

preliminary and final site plans, including the land use procedures and schedule contained in the Settlement Agreement between the parties in the case of *ISBR et.al. v. Bernards Township, et.al.*, Civ. No. 16-cv-1369, executed on May 30, 2017.

38. As soon as reasonably possible, but not more than 120 days from the date the parties execute this Agreement, the Township shall amend Ordinance #2242 to permit houses of worship as conditional permitted uses in all residential, commercial and institutional zoning districts consistent with other non-religious assemblies and institutions. As to houses of worship, the minimum lot area shall be no more than four (4) acres. The Township may include in its ordinance reasonable development criteria regarding the maximum floor area ratio, the maximum lot coverage, the maximum setbacks, the minimum parking setback requirement, and the type of primary access required consistent with development criteria for other non-religious assemblies and institutions such as clubs, community centers, meeting halls, schools, colleges and universities, theaters, and day care centers. Such development criteria shall not unreasonably limit the ability of houses of worship to locate in the township. The Township shall provide a copy of the proposed ordinance in draft form to the United States within thirty (30) days of the execution of this Agreement. The United States will conduct its review of the proposed ordinance within 30 days after its submission by the Township. If the United States believes that the proposed ordinance does not meet the requirements of this Agreement, the parties shall attempt to resolve the dispute pursuant to the dispute resolution process in Section IV of this Agreement. The Township shall not adopt or enforce the proposed Ordinance without the approval of the United States or until a resolution is reached pursuant to the dispute resolution process in Section IV.

B. NOTICE TO PUBLIC

39. Within sixty (60) days after the date the Parties execute this Agreement, the Township shall implement the following procedures to ensure notice to the public of this Agreement and its requirements:

- a. *Internet Posting.* The Township, Planning Board, Zoning Board of Adjustment, and all other land use and zoning bodies of the Township, shall post and maintain on their respective internet home pages a notice stating the following in type equivalent in size to the majority of other type on the page, in capital letters: “Consistent with the United States Constitution and the Religious Land Use and Institutionalized Persons Act of 2000 (“RLUIPA”), Bernards Township, the Planning Board, the Zoning Board of Adjustment, and All Other Land Use And Zoning Bodies Of The Township, Do Not Discriminate Against Religious Exercise, Or Violate The Other Protections Of RLUIPA.
- b. *Newspaper Publication.* The Township shall purchase advertising in the Star Ledger, Courier News, and Bernardsville News, for 4 consecutive weeks, at least one edition of each publication per week, the text of which shall conform to Appendix A. The notice shall be of a size equivalent to at least one-eighth page and shall be printed in at least 12-point font.
- c. *Notice to Future Religious Use Applicants.* Upon receipt of an application or inquiry about preliminary or final plan approval, a conditional use permit, variance, rezoning, or other land use determination concerning the religious use of property, the Township, Planning Board, and Zoning Board of

Adjustment, shall provide to the applicant or the person inquiring about the application process a document that describes the application process.

Additionally, the Township, Planning Board, and Zoning Board of Adjustment shall provide to the applicant or the person inquiring a notice conforming to Appendix A.

C. COMPLAINT PROCEDURE

40. Within sixty (60) days after the Parties execute this Agreement, the Township shall submit to the United States for review and approval, which shall not be unreasonably withheld, a process by which to address complaints by any person who believes that the Township, acting through its agents or employees, may have violated RLUIPA. The process shall be implemented within fifteen days after the United States' approval and shall contain the provisions set forth in this paragraph. Upon receipt of such a complaint, if not in writing, the Township, through non-clerical employees designated by the Township shall offer and provide the form attached as Appendix C. The Township shall respond in writing to any complaints within fifteen (15) days. The Township shall accept and maintain as records each original written complaint and any proposed or actual action taken by the Township in response to the complaint.

D. TRAINING

41. Within thirty (30) days after the Parties execute this Agreement, the Township shall undertake and complete the following actions for all persons who either currently have or are thereafter assigned responsibilities relating to the enactment, implementation and enforcement of any zoning or land use regulations, including the Mayor, all managerial and professional employees, agents, consultants and contractors of the Township, Planning Board,

and Zoning Board of Adjustment including, but not limited to its planners, engineers, and the lawyers that advise these bodies, all members of the Township Council, Planning Board, and Zoning Board of Adjustment, and all employees of the Building and Planning Department, excluding clerical staff:

- a. Furnish to each person a copy of this Agreement;
- b. Secure a signed statement, appearing at Appendix D, from each such person stating that he or she has received, has read, and understands this Agreement and the policy of RLUIPA compliance mandated by this Agreement, and further understands that a violation of this Agreement may result in a court action against the Township,
- c. Provide the signed statement referenced in paragraph 43(b) to the United States.

For any individual described above who commences his or her assigned duties after the initial 30 days following execution of this Agreement, the signed statement shall be provided within 10 days after the date the individual commences his or her assigned duties.

42. Within one hundred and eighty (180) days after the Parties execute this Agreement, the Township shall provide training on the requirements of RLUIPA to persons described in Paragraph 41, and shall advise the United States of it having been done. The training shall be conducted by a qualified third-person or organization selected by the Township and approved by the United States, which approval shall not be unreasonably withheld. Within two hundred and ten (210) days after the Parties execute this Agreement, the Township shall secure and deliver to counsel for the United States a written certification of each individual's attendance at the

RLUIPA training, together with a copy of all training materials, including but not limited to a course syllabus, outline, or other written handouts. The Township shall pay all training costs.

43. The Township may request from the United States a waiver of the training requirement set forth in paragraph 41 for any consultant or contractor who has previously received sufficient training on the requirements of RLUIPA within a year prior to the date of a request for a waiver. In order to obtain a waiver, the Township must provide (a) details of the training received, including the date, a copy of the training materials and information about the individual or entity providing the training, and (b) a signed certification from the consultant or contractor affirming attendance.

E. REPORTING, RECORD-KEEPING, AND MONITORING

44. Within one-hundred and eighty days (180) days after the date the Parties execute this Agreement, and every year thereafter, the Township shall send a report evidencing its compliance with this Agreement to counsel for the United States, except that the last report shall be submitted sixty (60) days prior to the fifth anniversary of the Agreement.¹ These reports shall consist of the following:

- a. a signed declaration by the Mayor of Bernards Township stating that the Township has complied with Sections III (A)-(D) of this Agreement;
- b. appropriate documentary evidence, including but not limited to the text of all new and amended ordinances, as well as policies or procedures implemented as a

¹ For purposes of this Agreement, all submissions to the United States or its counsel should be submitted to: Chief, Housing and Civil Enforcement Section, Civil Rights Division, United States Department of Justice, 950 Pennsylvania Avenue, N.W., Washington, D.C. 20530, Attn: DJ# 210-62-8, Fax: 202-514-1116, or as otherwise directed by the United States.

result of the Agreement, demonstrating the Township's compliance with Sections III (A)-(D) of this Agreement;

- c. copies of all signed statements from each person described in paragraphs 41-43 of this Agreement, to the extent not previously provided;
- d. copies of written complaints and the Township's responses as described in Section C of this Agreement, to the extent not previously provided; and,
- e. a report on actions taken on applications for religious land use, as described below in paragraph 46, to the extent not previously communicated, or confirmation that all information required to be provided by paragraph 46 has been reported.

45. At least thirty (30) days prior to adopting any amendment or modification to the Bernards Township Zoning Code or other Township rules, laws, or ordinances that affect the use of property for an assembly use or religious land use, other than Ordinance #2242 which is governed by paragraph 38 above, the Township shall provide the United States with a copy of the proposed amendment or modification. Any proposed amendment or modification must be consistent with this Agreement and RLUIPA.

46. The Township shall maintain copies of all written applications that seek the Township's consideration or approval of any land use for religious purpose for the duration of this Agreement. Such applications include, without limitation, applications for preliminary and final plan approval, conditional use permits, re-zonings, variances, building permits, special use permits, renewals of permits, and special exemptions. The Township shall advise the United States in writing within 15 days after the disposition of any such application.

47. The Township shall retain all records related to the ISBR for the duration of this Agreement. These records shall include, but are not limited to: correspondence to the Township concerning the ISBR; complaints made to Township enforcement departments about the ISBR; and, any law enforcement or investigative action taken by the Township concerning the ISBR.

F. INSPECTION OF RECORDS

48. Upon reasonable notice by counsel for the United States to counsel for the Township, the Township shall permit representatives of the United States to inspect and copy all non-privileged, pertinent records of the Township, including, but not limited to, those records referenced in Section III of this Agreement.

IV. DISPUTE RESOLUTION PROCESS

49. The Parties shall endeavor in good faith to resolve informally any differences regarding interpretation of or compliance with this Agreement prior to initiating any court action.

50. If the United States believes that there has been a failure by the Township and/or the Planning Board to perform in a timely manner any act required by this Agreement, or otherwise to act in conformance with any provision thereof, whether intentionally or not, the United States will notify the Township and/or Planning Board in writing of its concerns and the Parties will attempt to resolve those concerns in good faith. The Township and/or the Planning Board shall have fifteen (15) days from the date the United States provides notification of any breach of this Agreement to cure the breach. If the Parties are unable to reach a resolution, the United States may, until the Civil Action is dismissed, seek appropriate relief before the Court in the Civil Action. After the Civil Action is dismissed, the United States may bring a civil action in federal district court to enforce this Agreement or RLUIPA, and may in such action seek to have the court impose any remedy authorized at law or equity. In the event of a breach of this

Agreement, the United States shall be entitled to seek from the court and recover its costs and reasonable attorneys' fees incurred in any action to enforce this Agreement.

51. In the event the United States files a civil action as contemplated by paragraph 50, above, to enforce this Agreement or RLUIPA, Defendants expressly agree not to count the time during which this Agreement is in place, or use the terms or existence of this Agreement, to plead, argue or otherwise raise any defenses under theories of claim preclusion, issue preclusion, statute of limitations, estoppel, laches, or similar defenses.

V. TERMINATION OF LITIGATION HOLD

52. The Parties agree that, as of the date of the dismissal of the Civil Action, litigation is not "reasonably foreseeable" concerning the matters described above or in the United States' Complaint. 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, 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.

VI. DURATION, EXECUTION, AND OTHER TERMS

53. This Agreement is effective on the date of signature of the last signatory to the Agreement. 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. Facsimiles of signatures shall constitute acceptable, binding signatures for purposes of this Agreement.

54. The duration of this Agreement shall be for a period of five (5) years from the date of execution.

55. Within five (5) days of the effective date of this Agreement, the Parties shall jointly file with the Court a motion to stay of the Civil Action. In the motion, the Parties will

advise the Court of this Agreement, and ask that the Civil Action be stayed for a period of six (6) months, or until both of the following terms are met, whichever occurs later:

- (a) the preliminary and final site plans for ISBR's mosque have been approved (see paragraph 37 of this Agreement); and
- (b) Ordinance # 2242 is amended in accordance with paragraph 38 of this Agreement.

56. Upon Defendants' completion of performance of the obligations set forth above in paragraph 55 (a) and (b), or six months, whichever is later, the Parties shall promptly sign and file in the Civil Action a Joint Stipulation of Dismissal of the Civil Action pursuant to Rule 41(a)(1).

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

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

59. 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 District of New Jersey. This provision does not constitute and should not be construed as a waiver by the United States of sovereign immunity, or any other jurisdictional or legal defense available to the United States. 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.

60. This Agreement constitutes the complete agreement among the Parties, except as noted in paragraph 37. This Agreement may not be amended except by written consent of all of the Parties.

61. The Parties agree that requests for extensions of time for performing obligations under this Agreement shall not be unreasonably withheld.

62. The Parties agree that they will defend this Agreement against any challenge by any third party. In the event that this Agreement or any of its terms are challenged in a court other than the United States District Court for the District of New Jersey, the parties agree that they will seek removal and/or transfer to the District of New Jersey.

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

64. This Agreement is binding on the Township and the Planning Board's successors, transferees, heirs, and assigns.

65. All Parties consent to the United States' disclosure of this Agreement, and information about this Agreement, to the public.

66. 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 said illegal or invalid part, term or provision shall be deemed not to be a part of this Agreement.

67. The Parties agree that they will not, individually or in combination with another, seek to have any court declare or determine that any provision of this Agreement is illegal or invalid.

FOR THE PLAINTIFF, UNITED STATES:

DATED: May 30, 2017

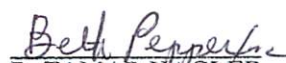
WILLIAM E. FITZPATRICK
Acting United States Attorney
District of New Jersey

T. E. WHEELER, II
Acting Assistant Attorney General
Civil Rights Division

SAMEENA SHINA MAJEED
Chief



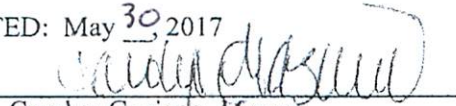
MICHAEL E. CAMPION
Assistant U.S. Attorney
Chief, Civil Rights Unit
KELLY HORAN FLORIO
Assistant United States Attorney
970 Broad Street, Suite 700
Newark, NJ 07102
Phone: (973) 645-3141
Email: michael.campion@usdoj.gov



R. TAMAR HAGLER
Deputy Chief
ERIC W. TREENE
Special Counsel
BETH PEPPER
Trial Attorney
Housing and Civil Enforcement Section
Civil Rights Division
950 Pennsylvania Avenue, NW
Northwestern Building, 7th Floor
Washington, D.C. 20530
Phone: (202) 305-0916
Email: Beth.Pepper@usdoj.gov

FOR THE DEFENDANT, TOWNSHIP OF BERNARDS:

DATED: May 30, 2017

BY: 
Carolyn Gaziano, Mayor

Attested by: 
Denise Szabo, Township Clerk

FOR THE DEFENDANT, TOWNSHIP PLANNING BOARD:

DATED: May 30, 2017

BY: 
Hiram B. Carey, III

On Behalf of the Bernards Township Planning Board

APPENDIX A

NOTICE OF SETTLEMENT AGREEMENT BETWEEN THE UNITED STATES AND THE TOWNSHIP OF BERNARDS, NEW JERSEY AND THE TOWNSHIP OF BERNARDS PLANNING BOARD

CONSISTENT WITH THE UNITED STATES CONSTITUTION AND THE
RELIGIOUS LAND USE AND INSTITUTIONALIZED PERSONS ACT OF 2000
("RLUIPA"), THE TOWNSHIP OF BERNARDS, BERNARDS PLANNING BOARD,
ZONING BOARD OF ADJUSTMENT AND ALL OTHER LAND USE AND ZONING
BODIES OF THE TOWNSHIP DO NOT DISCRIMINATE AGAINST RELIGIOUS
EXERCISE, OR VIOLATE THE OTHER PROTECTIONS OF RLUIPA.

On May 30, 2017, the United States and the Township of Bernards, New Jersey, and the Township of Bernards Planning Board entered a Settlement Agreement resolving a lawsuit brought by the United States against the Township of Bernards and the Bernards Township Planning Board under the Religious Land Use and Institutionalized Persons Act of 2000 ("RLUIPA"), for the Township's treatment of the Islamic Society of Basking Ridge's application under its zoning and land use laws and for enacting a zoning provision that unreasonably limited the rights of persons to exercise their religious freedoms.

Under RLUIPA, no government, including the Township of Bernards, may apply its zoning or land use laws in a manner that imposes a substantial burden on the religious exercise of a person, including a religious assembly or institution, if that burden is not in furtherance of a compelling governmental interest and is not the least restrictive means of furthering that interest. RLUIPA also provides that no government, including the Township of Bernards, may apply its zoning or land use laws in a manner that treats a religious assembly or institution (a church, for example) on less than equal terms than a comparable nonreligious assembly or institution.

RLUIPA also provides that no government, including the Township of Bernards, may impose or implement a land use regulation in a manner that discriminates against a religious assembly or institution. Finally, RLUIPA provides that no government, including the Township of Bernards, may place unreasonable limitations on religious assemblies, institutions and structures through its land use regulations.

If you believe that the Township of Bernards, its Planning Board, Zoning Board of Adjustment or any other land use or zoning body of the Township, or any other local government or municipality, has violated your rights under RLUIPA, please contact the United States Department of Justice at:

(202) 514-4713

You may also write to:

United States Department of Justice
Civil Rights Division
Housing and Civil Enforcement Section
950 Pennsylvania Ave. N.W. -G St.
Washington, DC 20530
Attn: DJ # 210-48-28

or

United States Attorney's Office
District of New Jersey
Civil Rights Unit, Civil Division
970 Broad Street, Suite 700
Newark, NJ 07102

If you would like a copy of the Agreement referenced above please visit the Township's website at [Insert] or the Department of Justice's website at www.justice.gov.

APPENDIX B

NOTICE

CONSISTENT WITH THE UNITED STATES CONSTITUTION AND THE RELIGIOUS LAND USE AND INSTITUTIONALIZED PERSONS ACT OF 2000 (“RLUIPA”), THE TOWNSHIP OF BERNARDS, THE PLANNING BOARD, ZONING BOARD OF ADJUSTMENT AND ALL LAND USE AND ZONING BODIES OF THE TOWNSHIP DO NOT DISCRIMINATE AGAINST RELIGIOUS EXERCISE, OR VIOLATE THE OTHER PROTECTIONS OF RLUIPA.

On May 30, 2017, the United States entered into a Settlement Agreement with Bernards Township and the Bernards Township Planning Board to resolve a lawsuit brought by the United States against them in the United States District Court for the District of New Jersey, civil action no. 3:16-cv-08700 (MAS), under the federal Religious Land Use and Institutionalized Persons Act of 2000 (“RLUIPA”), related to the Township’s treatment of the preliminary and final site plan application submitted by the Islamic Society of Basking Ridge, and its enactment of a provision in its land use regulations governing houses of worship (Ordinance #2242). Under the terms of the Agreement, the Township of Bernards, is required, among other things, to provide notice of this Agreement to you and any other person, religious assembly or institution, who or which applied for and was denied preliminary or final site plan approval, or a conditional use permit, variance, re-zoning or any other land use determination concerning the religious use of property, since January 1, 2010. A copy of the Agreement is available on the Township’s website at _____ and the Department of Justice’s website at _____.

Under RLUIPA, no government, including the Township of Bernards, may apply its zoning or land use laws in a manner that imposes a substantial burden on the religious exercise

of a person, including a religious assembly or institution, if that burden is not in furtherance of a compelling governmental interest and is not the least restrictive means of furthering that interest. RLUIPA also provides that no government, including the Township of Bernards, may apply its zoning or land use laws in a manner that treats a religious assembly or institution (a church, for example) on less than equal terms than a nonreligious assembly or institution (a day care center or movie theater, for example). RLUIPA also provides that no government, including the Township of Bernards, may impose or implement a land use regulation in a manner that discriminates against a religious assembly or institution. Finally, RLUIPA provides that no government, including the Township of Bernards, may place unreasonable limitations on religious assemblies, institutions and structures through its land use regulations.

If you believe that the Township of Bernards, its Planning Board, the Zoning Board of Adjustment, or any other land use or zoning bodies of the Township, or any other local government or municipality, has discriminated against your exercise of religion in the implementation of its zoning or land use laws, please contact the United States Department of Justice at:

United States Department of Justice
Civil Rights Division
Housing and Civil Enforcement Section
950 Pennsylvania Avenue NW—G Street
Washington, DC 20530
Attn: DJ# 210-48-28
(202) 514-4713

or

United States Attorney's Office
District of New Jersey
Civil Rights Unit, Civil Division
970 Broad Street, Suite 700
Newark, NJ 07102

APPENDIX C

COMPLAINT AGAINST THE TOWNSHIP OF BERNARDS

Name: _____

Address: _____

Telephone: _____

1. Please state briefly the nature of the service or request that you made of the Township of Bernards (e.g., preliminary and final site plan approval, conditional use permit, variance, re-zoning, special use permit, exemption, etc.). In addition, please include a description of the religious land use and the assembly or institution at issue in your request:

2. Please state briefly in what way(s) you believe that the Township of Bernards, or Planning Board or Zoning Board of Adjustment may have violated your rights in the exercise of your religion under the United States Constitution, federal law (including RLUIPA), the New Jersey State Constitution, New Jersey State law, or the Bernards Code of Ordinances:

3. If you believe that the Township of Bernards, the Planning Board, the Zoning Board of Adjustment, or any other land use or zoning body of the Township, or any other local government or municipality, has discriminated against you in the exercise of your religion through the implementation of its zoning or land use laws, in addition to completing this complaint, please contact the United States Department of Justice at: (202) 514-4713

You may also write to:

United States Department of Justice
Civil Rights Division
Housing and Civil Enforcement Section
950 Pennsylvania Ave. N.W. -G St.
Washington, DC 20530

or

United States Attorney's Office
District of New Jersey
Civil Rights Unit, Civil Division
970 Broad Street, Suite 700
Newark, NJ 07102

APPENDIX D

CERTIFICATION OF RECEIPT OF AGREEMENT

I, _____, certify that I have received a copy of the Settlement Agreement between the United States and Bernards Township and the Township of Bernards Planning Board entered by the parties to resolve the complaint filed by the United States in the United States District Court for the District of New Jersey in *United States v. Township of Bernards*, Civ. No. 3:16-cv-08700 (MAS). I further certify that I have read and understand the aforementioned Agreement, that all my questions concerning it were answered, and that I understand that my violation of this Agreement may result in a court action against the Township of Bernards.

(Signature)

(Print name)

(Date)

EXHIBIT B

Site Plan Revisions Agreed-Upon During Prior Proceedings

The Settlement Site Plan and Accompanying Documents will reflect the following:

1. The Settlement Site Plan and Accompanying Documents will state that the total seating capacity of the mosque is 150.
2. To the extent it is reasonably feasible and does not require any variances or exceptions from applicable Township ordinances, ISBR's engineer will attempt to provide that the average illumination of the total Property from the installed site lighting is close to 0.5 footcandles.
3. The Settlement Site Plan will indicate that the double door on the northern side of the mosque will have signage stating that the public entrance is on the southwestern side of the mosque.
4. The Settlement Site Plan will indicate that deliveries will not occur in front of the fire hydrant or in any fire lane where stopping is prohibited.
5. The Settlement Site Plan will reflect the substitution or reorientation of certain plantings on the westerly side of the parking lot in order to address the comments of Mr. Banisch at the January 20, 2015 Board hearing.
6. To the extent still applicable and not mooted by changes made pursuant to the Settlement Agreement, the Settlement Site Plan and Accompanying Documents will reflect compliance with the comments of the Reviewing Professionals listed below.
 - a. EKA Associates (Thomas Quinn) Letter dated September 30, 2014: Grading Plan comments 1-2, Utility Plan comments 1-4, Construction Details comments 1-3.
 - b. EKA Associates (Thomas Quinn) Letter dated September 28, 2015: The following conditions as a result of comments 2, 7, 8(a), 9, and 10:
 - i. Per comment 2, the existing drainage area boundary, as well as the proposed area boundary will be modified to include an additional 0.25 acres of off-site drainage area into the current analysis;
 - ii. Per comment 7, the final version of the stormwater report will be revised to remove the incorrect reference to the DelMarva hydrograph;
 - iii. Per comment 8(a), a Jelly Fish Model JF-6-5 will be shown on the final plan submission;
 - iv. Per comment 9, the claim in the stormwater management report that the detention basin provides some amount of TSS removal will be removed from the final version of the report; and

- v. Per comment 10, the final stormwater management report will correct the amount of separation between the SHGW and the basin bottoms.
- c. David Banisch Letter dated September 28, 2014:
 - i. In light of paragraph 6.f(i), ISBR agreed to replace the one deciduous tree mentioned therein with an evergreen tree;
 - ii. In response to comment 9, ISBR agreed to add knockout roses in front of basin #2 in order to screen the northerly limit of basin #2 from Church Street view; and
 - iii. In response to paragraph 6.g(ii), ISBR agreed to revise Note 5 of Sheet C-06 to refer to §21-28.2.c.
- d. David Schley Letter dated December 11, 2014: Comments 1, 2, 5, and 9.
- e. Janet Lake Letter dated December 19, 2014: Comments 2, 3, 6, 7, and 8.
- f. Peter Aprahamian Email dated February 4, 2015: Comments 1-5.

EXHIBIT C

Conditions of Approval Agreed-Upon During Prior Proceedings

Preliminary and final site plan approval of the Settlement Site Plan will be subject to the following conditions of approval:

1. No more than 150 people may occupy the Mosque at one time.
2. ISBR will provide vested monitor(s) on Sunday mornings who will direct Sunday school parents to drive to the south side of the building in order to drop off their children for Sunday school. Defendants recognize that the existing Site Plan already includes a “Drop-Off to the Rear” sign in front of the building and one-way signage and directional arrows in drive aisles around the western and southern sides of the building.
3. ISBR will consent to an application by the Liberty Corner Fire Company (LCFC) to Somerset County to prohibit parking on Church Street in front of the LCFC’s firehouse.
4. There will be no external speakers on the mosque, no sound from its minarets or any external amplification of the Muslim call to prayer. The two minarets on the mosque will also not provide for any lighting and will be ornamental only.
5. There will be no use of the accessory building for anything other than accessory storage.
6. ISBR preliminary and final site plan approval shall be subject to (a) the Planning Board’s standard conditions set forth in the following provisions of the Planning Board’s Rules and Regulations for 2015: Paragraphs 2, 3, 5, and 7 from Rule 2:4-9; (b) the standard conditions described in paragraphs 11 through 16 of Mr. Schley’s December 11, 2014 review letter, and (c) approvals of (i) the Bernards Township Sewerage Authority (approval of increase in sewer capacity), (ii) the Somerset County Planning Board (site plan approval) and any plan revisions in connection therewith, and (iii) the New Jersey Department of Environmental Protection (grant of buffer averaging transition area waiver) and any plan revisions in connection therewith.

EXHIBIT D

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

THE ISLAMIC SOCIETY OF BASKING RIDGE
and MOHAMMAD ALI CHAUDRY,

Plaintiffs,

v.

TOWNSHIP OF BERNARDS, BERNARDS
TOWNSHIP PLANNING BOARD, BERNARDS
TOWNSHIP COMMITTEE, BARBARA
KLEINERT, in her official capacity, JEFFREY
PLAZA, in his official capacity, JIM
BALDASSARE, in his official capacity, JODI
ALPER, in her official capacity, JOHN MALAY, in
his official capacity, KATHLEEN “KIPPY”
PIEDICI, in her official capacity, LEON HARRIS, in
his official capacity, PAULA AXT, in her official
capacity, RANDY SANTORO, in his official
capacity, RICH MOSCHELLO, in his official
capacity, SCOTT ROSS, in his official capacity,
CAROL BIANCHI, in her official capacity,
CAROLYN GAZIANO, in her official capacity,
THOMAS S. RUSSO, JR., in his official capacity,
and JOHN CARPENTER, in his official capacity,

Defendants.

No. 16-cv-1369 (MAS) (LHG)

[JOINT PROPOSED] ORDER

THIS MATTER having been brought before the Court on the Complaint of Plaintiffs the Islamic Society of Basking Ridge (“ISBR”) and Mohammad Ali Chaudry (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 124 Church Street in Bernards Township, New Jersey (the “Property”);

WHEREAS, ISBR submitted an application to Defendant Bernards Township Planning Board (“Planning Board”) on April 20, 2012 for preliminary and final site plan approval of a mosque to be constructed on the Property;

WHEREAS, the Planning Board approved a resolution denying ISBR’s application for preliminary and final site plan approval on January 19, 2016;

WHEREAS, Plaintiffs made application to this Court seeking reversal of the determination of the Planning Board and an order compelling Defendants to immediately grant preliminary and final site plan approval to ISBR;

WHEREAS, on December 31, 2016, the Court granted Plaintiffs’ motion for partial judgement on the pleadings as to the issue of parking, holding that Defendants violated 42 U.S.C. § 2000cc(b)(2) as to ISBR and that Township Ordinance § 21-22.1 is unconstitutional as applied to houses of worship;

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;

WHEREAS, venue is proper in this District,

WHEREFORE, IT IS on this _____ this day of _____, 2017, **ORDERED,**
ADJUDGED and **DECREED** as follows:

1. The terms of the Parties' Settlement Agreement, dated April ____, 2017 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: _____, 2017

Hon. Michael A. Shipp
United States District Judge

EXHIBIT E

**Release of Monetary Claims by
the Islamic Society of Basking Ridge and Mohammad Ali Chaudry**

*The Islamic Society of Basking Ridge and M. Ali Chaudry v. Township of Bernards, et al.,
Case No. 16-cv-1369 (D.N.J.)*

This release of monetary claims is granted by the Islamic Society of Basking Ridge and Mohammad Ali Chaudry (collectively, "Plaintiffs") to the Township of Bernards, the Bernards Township Planning Board, the Bernards Township Committee, Barbara Kleinert, Jim Baldassare, John Malay, Kathleen "Kippy" Piedici, Scott Ross, Carol Bianchi, Carolyn Gaziano, Thomas S. Russo, Jr., and John Carpenter (collectively, "Defendants"). Plaintiffs covenant not to further sue and acknowledge complete satisfaction of and waive, release, absolve, and discharge Defendants and any person or entity acting by their authority or on their behalf, including but not limited to agents, employees, assigns, successors in interest, attorneys, insurers, and indemnitors (collectively, the "Defendant Releasees") from all claims for money damages, costs, and attorneys' fees related to or arising from the claims and allegations set forth in their Complaint in the case captioned *The Islamic Society of Basking Ridge and Mohammad Ali Chaudry v. Township of Bernards, et al.*, Case No. 16-cv-1369 (D.N.J.). This is a full release of all monetary claims related to or arising from the claims and allegations set forth by Plaintiffs in their Complaint that Plaintiffs own or hold against the Defendant Releasees (or any of them), whether known or unknown, which Plaintiffs ever had, or now have as of the date set forth below, against the Defendant Releasees with respect to the claims and allegations set forth in their Complaint.

**THE ISLAMIC SOCIETY OF BASKING
RIDGE and
MOHAMMAD ALI CHAUDRY,**

By: _____
Mohammad Ali Chaudry,

On Behalf of Himself, and as
President, The Islamic Society of
Basking Ridge

Dated: _____

EXHIBIT F

**Release of Claims by
the Islamic Society of Basking Ridge and Mohammad Ali Chaudry**

*The Islamic Society of Basking Ridge and M. Ali Chaudry v. Township of Bernards, et al.,
Case No. 16-cv-1369 (D.N.J.)*

This release is granted by the Islamic Society of Basking Ridge and Mohammad Ali Chaudry (collectively, "Plaintiffs") to the Township of Bernards, the Bernards Township Planning Board, the Bernards Township Committee, Barbara Kleinert, Jim Baldassare, John Malay, Kathleen "Kippy" Piedici, Scott Ross, Carol Bianchi, Carolyn Gaziano, Thomas S. Russo, Jr., and John Carpenter (collectively, "Defendants"). Plaintiffs hereby acquit and forever discharge Defendants, their trustees, officers, agents, members, employees, vendors, assigns, successors in interest, attorneys, insurers, and indemnitors, and further release each individual Defendant 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 Plaintiffs ever had, now have, or hereafter can, shall, or may have from the beginning of time through the Effective Date of the Settlement Agreement.

**THE ISLAMIC SOCIETY OF BASKING
RIDGE and
MOHAMMAD ALI CHAUDRY,**

By: _____
Mohammad Ali Chaudry,

On Behalf of Himself, and as
President, The Islamic Society of
Basking Ridge

Dated: _____

EXHIBIT G

**Release of Claims by the Township of Bernards, the Bernards Township Planning Board,
the Bernards Township Committee, Barbara Kleinert, Jim Baldassare, John Malay,
Kathleen “Kippy” Piedici, Scott Ross, Carol Bianchi, Carolyn Gaziano, Thomas S.
Russo, Jr., and John Carpenter**

*The Islamic Society of Basking Ridge and M. Ali Chaudry v. Township of Bernards, et al.,
Case No. 16-cv-1369 (D.N.J.)*

This release is granted by the Township of Bernards, the Bernards Township Planning Board, the Bernards Township Committee, Barbara Kleinert, Jim Baldassare, John Malay, Kathleen “Kippy” Piedici, Scott Ross, Carol Bianchi, Carolyn Gaziano, Thomas S. Russo, Jr., and John Carpenter (collectively, “Defendants”) to the Islamic Society of Basking Ridge and Mohammad Ali Chaudry (collectively, “Plaintiffs”). Defendants hereby acquit and forever discharge Plaintiffs, their trustees, officers, agents, members, employees, vendors, assigns, successors in interest, attorneys, insurers, and indemnitors, and further release each individual Plaintiff 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 Defendants ever had, now have, or hereafter can, shall, or may have from the beginning of time through the Effective Date of the Settlement Agreement.

**TOWNSHIP OF BERNARDS AND
THE BERNARDS TOWNSHIP
COMMITTEE,**

By: _____

Attested by: _____

Dated: _____

**BERNARDS TOWNSHIP PLANNING
BOARD,**

By: _____
Hiram B. Carey, III,

*On Behalf of the Bernards Township
Planning Board*

Dated: _____

[SIGNATURES CONTINUED ON NEXT PAGE]

**BARBARA KLEINERT, JIM
BALDASSARE, JOHN MALAY,
KATHLEEN “KIPPY” PIEDICI, SCOTT
ROSS, CAROL BIANCHI, CAROLYN
GAZIANO, THOMAS S. RUSSO, JR., and
JOHN CARPENTER,**

By: _____
Hiram B. Carey III,

Counsel for the Above-Named Defendants,

Dated: _____

EXHIBIT H

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

THE ISLAMIC SOCIETY OF BASKING RIDGE
and MOHAMMAD ALI CHAUDRY,

Plaintiffs,

v.

TOWNSHIP OF BERNARDS, BERNARDS
TOWNSHIP PLANNING BOARD, BERNARDS
TOWNSHIP COMMITTEE, BARBARA
KLEINERT, in her official capacity, JEFFREY
PLAZA, in his official capacity, JIM
BALDASSARE, in his official capacity, JODI
ALPER, in her official capacity, JOHN MALAY, in
his official capacity, KATHLEEN “KIPPY”
PIEDICI, in her official capacity, LEON HARRIS, in
his official capacity, PAULA AXT, in her official
capacity, RANDY SANTORO, in his official
capacity, RICH MOSCHELLO, in his official
capacity, SCOTT ROSS, in his official capacity,
CAROL BIANCHI, in her official capacity,
CAROLYN GAZIANO, in her official capacity,
THOMAS S. RUSSO, JR., in his official capacity,
and JOHN CARPENTER, in his official capacity,

Defendants.

No. 16-cv-1369 (MAS) (LHG)

**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: _____

Michael F. Buchanan
Adeel A. Mangi (admitted *pro hac vice*)
Muhammad U. Faridi (admitted *pro hac vice*)
Alejandro H. Cruz (admitted *pro hac vice*)
Diana M. Conner (admitted *pro hac vice*)
Elizabeth C. Quirk (admitted *pro hac vice*)
PATTERSON BELKNAP WEBB & TYLER LLP
1133 Avenue of the Americas
New York, New York 10036
Tel.: (212) 336-2000
Fax: (212) 336-2222

Attorneys for Plaintiffs

Howard B. Mankoff
MARSHALL DENNEHEY WARNER COLEMAN &
GOGGIN
425 Eagle Rock Avenue, Suite 302
Roseland, New Jersey 07068
Tel.: (973) 618-4100
Fax: (973) 618-0685

Hiram B. Carey, III (admitted *pro hac vice*)
John F.X. Peloso (admitted *pro hac vice*)
ROBINSON + COLE LLP
One Boston Place, 25th Floor
Boston, MA 02108
Tel.: (617) 557-5960
Fax: (617) 557-5999

Attorneys for Defendants