

SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is made by and between the Islamic Center of Culpeper ("ICC") and the County of Culpeper ("County"), ("Parties"), and dated April 21, 2017, of the civil lawsuit filed by ICC against the County captioned *Islamic Center of Culpeper v. County of Culpeper*, Case No. 3:17-cv-19 (W.D. Va.) ("Civil Action").

In consideration of the monies to be paid, the mutual promises made hereunder, and other good and valuable consideration, the undersigned Parties agree as follows:

I. Definitions

A. The term "County" means the County of Culpeper, Virginia and its officials, officers, agents, servants, representatives, employees and independent contractors.

B. The term "Property" means the plot of land at 14434 Rixeyville Road, Culpeper, VA, on which ICC intends to build a mosque for the use of ICC's members.

C. The term "Pump and Haul Permit" means a permit for a sewage pump and haul service, as may be granted by the County to successful applicants requesting such a service.

D. The term "Application" means the ICC's application for a Pump and Haul Permit as submitted to the County in March 2016.

E. The term "Denial" means the events leading to, including, and flowing from the denial of the Application at the Board's April 5, 2016 meeting.

F. The term "Released Claims" includes any and all asserted or potential claims, demands, damages, actions, causes of action, obligations, debts of whatsoever kind or nature, known or unknown, which arise or may arise, or which arose or may have arisen, as a result of, or in any way growing out of or damages incurred as a result of the Denial, whether or not they are in contemplation at the present time and whether or not they arise following execution of this release. Released Claims specifically includes, but is not limited to, any and all claims for compensatory or punitive damages or attorneys' fees,

including but not limited to any claims based upon alleged violations arising under (1) the United States or Virginia Constitutions, (2) 42 U.S.C. § 1983, *et seq.*, (3) 42 U.S.C. § 1988, *et seq.*, (4) 42 U.S.C. § 2000cc, (5), or any other federal or state statute or regulation or the common law.

II. Material Terms of Settlement

A. Within 14 business days of the date of this Agreement, the County shall approve ICC's original Application. The ICC will not need to resubmit any additional information.

B. The County agrees, in conformity with local, state, and federal law, to not delay or hinder the expeditious approval of any further applications related to the construction or beneficial use of a mosque by ICC on the Property that conform with local, state, and federal law.

C. The County and ICC publicly state as follows:

“The County and the ICC are glad to resolve this matter expeditiously and without further litigation. The Board of Supervisors welcomes the ICC to Culpeper County as it does all other religious organizations. This matter is resolved in the spirit of compromise and good will without being tried. The County makes no admission of wrongdoing and believes that, if the case had been tried, the County would have been absolved of any wrongdoing. The ICC believes that, if the case had been tried, the ICC would have prevailed. The County will issue a pump and haul permit to the ICC until such time as water and sewer becomes available to the property.”

The County satisfies its obligation under this subsection by attaching this Agreement to a Board resolution ratifying this Agreement which will be recorded in the Board minutes.

D. The County agrees to compensate the ICC for the ICC's direct, out-of-pocket expenses arising from the Denial. The ICC and the County agree that this amount totals \$10,000. Within 14 business days of the execution of this Agreement, the County will pay this amount by check made payable directly to “Islamic Center of Culpeper.”

E. In consideration of the above, and within five (5) business days of the County's actions as described in Paragraphs II. A-D *supra*, the Parties will jointly move the Court for an order that (1) dismisses this Civil Action with prejudice; (2) incorporates the terms of this Agreement into the Court's

dismissal order; (3) reserves the Parties' rights to reopen the judgment in the event of breach of this Agreement; and states that (4) the Court will retain jurisdiction during the duration of this Agreement to enforce this Agreement.

F. Also in consideration of the above, ICC releases, acquits and forever discharges the County from all Released Claims, including any and all claims that were or could have been raised in the Civil Action.

III. Other Provisions

A. This Agreement is a compromise and settlement of alleged claims, and the terms and provisions of this Agreement shall not be construed as an admission of liability. The County expressly denies any and all liability and merely intends to avoid further litigation.

B. This Agreement shall bind and inure to the benefit of the Parties hereto and their respective heirs, personal representatives, successors, and assigns, and shall be governed by and construed in accordance with the law of the United States and Virginia, including, without limitation, in relation to all matters of formation, interpretation, construction, validity, performance and enforcement. The waiver by any party hereto of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other breach of such provision or of any provisions hereof, nor shall any failure to enforce any provision hereof operate as a waiver at such time or any time in the future of such provision or any provision hereof. The Parties agree to take all actions necessary to carry out their obligations under this Agreement.

C. This Agreement constitutes the sole and entire Agreement between ICC and the County with respect to the matters covered hereby and supersedes any prior or contemporaneous agreement, understanding, or undertaking, written or oral, by or between the Parties regarding such matters. No term or provision of this Agreement may be varied, changed, modified, waived, discharged, or terminated orally, except by written agreement of the Parties.

D. ICC and the County represent that, prior to signing this Agreement, they read it, consulted with their counsel, and each understands its terms and conditions. ICC and the County accept this Agreement as their own free and voluntary act, without duress, and intend to be legally bound by it. This Agreement is made without reliance upon any statements or representations by ICC, the County, or their representatives that are not contained herein.

E. ICC accepts payment of the sum specified in this Agreement as the full and complete and final settlement of matters involving the Released Claims and the Civil Action.

DATED: _____

Dr. Nabeel Babar
For ICC

DATED: _____

Robert A. DeRise
Arnold & Porter Kaye Scholer LLP, *Counsel for ICC*

DATED: _____

Johnathan Smith
Muslim Advocates, *Counsel for ICC*

DATED: 4/21/2017

John C. Egertson
For County of Culpeper

DATED: 4/21/2017

Bobbi Jo Alexis, County Attorney
Counsel for County of Culpeper

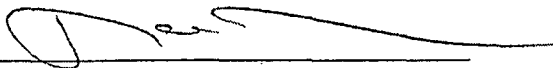
DATED: 4/20/17

Sharon Pandak
Counsel for County of Culpeper

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DATED: 04/19/2017



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For ICC

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Johnathan Smith
Muslim Advocates, Counsel for ICC

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