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AFTER RECORDING, RETURN TO:

City Manager
City of Farmersville
205 S. Main Street
Farmersville, Texas 75442

**SETTLEMENT AGREEMENT
BETWEEN
THE CITY OF FARMERSVILLE, TEXAS
AND
ISLAMIC ASSOCIATION OF COLLIN COUNTY**
Cemetery Project

This Settlement Agreement (the "Agreement") is entered into by and between the **CITY OF FARMERSVILLE, TEXAS** ("City") and **ISLAMIC ASSOCIATION OF COLLIN COUNTY**, a Texas non-profit corporation ("IACC"), (each a "Party" and collectively the "Parties"), acting by and through their authorized representatives.

RECITALS

WHEREAS, IACC is a Texas non-profit corporation formed exclusively for religious, charitable, and educational purposes; and

WHEREAS, IACC owns property that is situated generally south and west of the City's corporate limits, being comprised of two tracts of land containing approximately 33.9841 acres of land in the James Innerarity Survey, Abstract No. 467, and being all of Tracts 4 and 7 thereof in Collin County, Texas, located entirely outside of the City's corporate limits south of U.S. Highway 380, and east of County Road 557 with the southern boundary of the property being adjacent to and abutting the east-west section of County Road 557 that is also situated outside of the City's corporate limits and belongs to Collin County, Texas, as generally depicted in Exhibit A attached hereto for illustrative purposes only (the "Property"); and

WHEREAS, IACC is seeking plat approval to establish a religious cemetery on the Property; and

WHEREAS, the City has represented that it is concerned with storm water drainage in an area at the southern edge of the Property, specifically the "Area from Property Line to 507' Contour" depicted with hash marks in Exhibit B attached hereto (the "Southern Area"), which exhibit is incorporated herein by reference for all purposes allowed by law; and

WHEREAS, the Parties desire to work together to allow IACC to develop the religious cemetery on the Property in accordance with applicable legal standards; and

WHEREAS, the Parties desire to enter into this Agreement to obtain the City's approval of the plats required for the development of the Property as a cemetery, and allow IACC to continue in its efforts to fully develop a religious cemetery on the Property;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the City and IACC do mutually contract and agree as follows:

A. INCORPORATION OF RECITALS

The Recitals set forth above are hereby approved and incorporated into the body of this Agreement as if copied in their entirety.

B. PLATTING OF THE PROPERTY

1. No Alteration of the Preliminary Plat

IACC agrees that it will not alter, amend, or replat the preliminary plat for the Property that was approved by the Planning and Zoning Commission on June 19, 2017 and thereafter disapproved by the City Council on July 11, 2017 (the "Preliminary Plat").

2. Approval of the Preliminary Plat

Contemporaneously with or immediately following the City Council's approval of this Agreement, the City Council will reconsider and approve the Preliminary Plat.

3. Approval of the Final Plat

IACC may promptly prepare and submit a final plat to the City for approval following approval of the Preliminary Plat by the City Council. If all application requirements and fees for the final plat as required by law are satisfied and the final plat of the Property substantially conforms to the Preliminary Plat, the City Council will approve the final plat so submitted as soon as is practicable and, in any event, no more than 21 days after its submission (as approved, the "Final Plat").

4. Recording of the Final Plat

The City will record the Final Plat for the Property with Collin County as soon as (1) all of the public improvements required to serve the Property under City of Farmersville Subdivision Ordinance No. 2007-08, adopted 2-13-2007, subject to and without waiving any of IACC's rights, including rights under Chapter 245 of the Texas Local Government Code, (the "Required Improvements") have been installed and approved by the City, which approval will not be unreasonably delayed or withheld, and (2) all application

requirements and fees as required by law, including the provision of tax certificates, have been satisfied.

C. USE OF THE PROPERTY

1. After the Preliminary Plat is approved by the City Council, IACC may:
 - a. use the Property to construct the Required Improvements necessary to serve the Property;
 - b. obtain any required permits for and construct the access roads with required culverts in, upon, over, and across the Southern Area to provide two points of ingress and egress to the Property, provided that such access roads and culverts together with any related appurtenances thereto do not block the flow of storm water drainage upon, over, and across the Property in violation of Texas law;
 - c. obtain any required permits for and construct such perimeter screening walls or decorative fencing and gates in, upon, over, and across the Southern Area, provided that such perimeter screening walls or decorative fencing and gates do not block the flow of storm water drainage upon, over, and across the Property in violation of Texas law;
 - d. obtain any required permits and engage in such other and additional engineering and construction work in, upon, over, under, and across the Southern Area as may be necessary to obtain the Engineer's Certification defined below, provided that such engineering and construction work does not block the flow of storm water drainage upon, over, and across the Property in violation of Texas law; and
 - e. obtain any other required permits and engage in any other engineering and construction work to develop the Property, except to construct habitable structures or to inter bodies in, on, or under the Southern Area unless and until IACC provides the City with the Engineer's Certification defined below.
2. After the Final Plat has been recorded with Collin County, Texas, IACC may use any area of the Property for any lawful purpose, including for cemetery purposes, provided that no habitable structures will be constructed and no bodies will be interred in, on, or under the Southern Area unless and until IACC provides the City a map that is drawn to scale showing the particular area(s) within the Southern Area that IACC proposes to use, together with a certification signed and sealed by a professional engineer licensed in the State of Texas in accordance with Chapter 1001 of the Texas Occupations Code stating that the area(s) designated on the map are not subject to inundation (which map and

signed and sealed certification are collectively referred to as the "Engineer's Certification").

3. To maximize the number of burial site plots, IACC reserves the right to move planned burial site plots to other areas outside the Southern Area without City approval, consent, or notification.

D. NO WAIVER

Nothing herein shall relieve IACC, its successors, assigns, vendors, grantees, and/or trustees from their responsibilities for construction of public improvements under applicable development ordinances upon development of the Property, such as the extension of any required utilities.

E. TAXES

Within 14 days of signing this Agreement, the City will draft, sign, and file for public record with the Collin Central Appraisal District a letter stating that the City agrees that the Property was properly developed for religious use in 2018 and therefore entitled to any property tax exemptions reserved to non-profit use in that year.

F. RELEASE OF CLAIMS

SUBJECT TO AND CONTINGENT UPON THE CITY'S PERFORMANCE OF ALL OF ITS OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING THE CITY'S APPROVAL AND RECORDING WITH COLLIN COUNTY OF THE FINAL PLAT AS SET FORTH IN PARAGRAPH B(4) OF THIS AGREEMENT, IACC FULLY AND FOREVER RELEASES, ACQUITS AND DISCHARGES THE CITY AND ITS OFFICERS, AGENTS, EMPLOYEES, AND OFFICIALS FROM ANY AND ALL CLAIMS, DEMANDS, JUDGMENTS, DAMAGES, EXPENSES, ATTORNEYS' FEES, ACTIONS, AND CAUSES OF ACTION WHICH IACC HAS OR MAY HAVE HAD, KNOWN OR UNKNOWN, AGAINST THE CITY ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE CITY'S PRIOR DISAPPROVAL OF THE PRELIMINARY PLAT FOR THE PROPERTY, SPECIFICALLY INCLUDING CLAIMS, ACTIONS, AND CAUSES OF ACTION ARISING UNDER THE FIRST AND FOURTEENTH AMENDMENTS TO THE UNITED STATES CONSTITUTION, THE FEDERAL RELIGIOUS LAND USE AND INSTITUTIONALIZED PERSONS ACT ("RLUIPA"), 42 U.S.C. §§ 2000CC, *et seq.*, AND THE TEXAS RELIGIOUS FREEDOM RESTORATION ACT ("TRFRA"), TEX. CIV. PRAC. & REM. CODE §§ 110.001, *et seq.*, AND CHAPTER 212 OF THE TEXAS LOCAL GOVERNMENT CODE. NOTHING IN THIS PARAGRAPH IS INTENDED TO OR SHALL BE CONSIDERED A WAIVER OF ANY RIGHTS, CLAIMS, ACTIONS, OR CAUSES OF ACTION BELONGING TO IACC BASED ON VIOLATIONS OF THIS AGREEMENT BY THE CITY OR ANY ACTION TAKEN BY THE CITY IN THE FUTURE OR OUTSIDE OF AND UNRELATED TO THIS AGREEMENT.

G. NOTICE OF DEFAULT; OPPORTUNITY TO CURE; REMEDIES

1. Should any Party allege that the other has defaulted in the performance of any obligation under this Agreement, it will provide at least thirty (30) days written notice to the other Party specifying the nature of the alleged default and opportunity to cure the default before exercising any remedy related to the alleged default.
2. IACC and the City agree that a breach of IACC's covenant not to construct habitable structures or to inter bodies in, on, or under the Southern Area unless and until IACC provides the City with an Engineer's Certification will result in irreparable injury to the City and that the City's remedy at law for such a breach will be inadequate. Accordingly, IACC agrees and consents that, following the City's providing the 30-day notice required in the preceding paragraph and upon proof of a breach of such covenant in a court of law with jurisdiction over the Parties and matter, the City shall be entitled to both preliminary and permanent injunctions and specific performance to prevent or halt such a breach, without posting any bond in connection therewith.
3. IACC and the City also agree that a breach of the City's covenants to approve the Preliminary Plat and approve and record the Final Plat with Collin County, as described above, will result in irreparable injury to IACC and that IACC's remedy at law for such a breach will be inadequate. Accordingly, the City agrees and consents that, following IACC's providing the 30-day notice required above and upon proof of a breach of such covenant or covenants in a court of law with jurisdiction over the Parties and matter, IACC shall be entitled to both preliminary and permanent injunctions and specific performance to prevent or halt such a breach, without posting any bond in connection therewith.
4. IACC and the City further agree that the City's exclusive remedy for any breach of this Agreement by IACC is specific performance or injunctive relief. In no event shall IACC be liable to the City for any direct, consequential, special, indirect, incidental, punitive, or exemplary loss, damage, or expense arising from any breach of this Agreement.
5. The provisions of this section do not alter or affect any other legal rights or remedies IACC may have under this Agreement or applicable federal or state law. In the event the City breaches this Agreement, IACC specifically reserves the right to seek legal or equitable relief pursuant to any applicable statutory and constitutional rights under federal and state law with respect to religious land use.

H. GENERAL PROVISIONS

1. Entire Agreement; Interpretation of This Agreement

- (a) This Agreement, including any attached exhibits, is the entire agreement between the Parties with respect to its subject and supersedes all prior or contemporaneous understandings or representations, whether oral or written, respecting the subject matter herein.
- (b) This Agreement shall, in the event of any dispute over its meaning or application, be interpreted fairly and reasonably, and neither more strictly for or against either Party.

2. Severability

The provisions of this Agreement are severable, and if any court shall ever hold any word, phrase, clause, sentence, paragraph, section, or other part of this Agreement or the application of it to any person or circumstance to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such word, phrase, clause, sentence, paragraph, section, or other part of this Agreement to other persons or circumstances will not be affected by that court finding and this Agreement will be construed as if it had never contained such invalid or unconstitutional portion therein.

3. No Waiver of Agreement

No waiver of any provision of this Agreement will be deemed to constitute a waiver of any other provision or any other agreement between the Parties. No waiver of any provision of this Agreement will be deemed to constitute a continuing waiver unless expressly provided for by written amendment to this Agreement, nor will the waiver of any default under this Agreement be deemed a waiver of any subsequent defaults of the same type. Nothing herein shall waive any obligations of IACC under applicable ordinances, including but not limited to the subdivision ordinance and the sewer and water impact fee ordinance.

4. Amendment

No amendment of this Agreement will be effective unless it is in writing and signed by the duly authorized representatives of the Parties, which amendment will incorporate this Agreement in every particular not otherwise changed by the amendment.

5. Other Instruments, Actions

The Parties hereto agree that they will take such further actions and execute and deliver such other and further consents, authorizations, instruments, or documents as are reasonably necessary or incidental to effectuate the purposes of this Agreement.

6. No Third-Party Beneficiaries

Except as otherwise expressly provided herein to the contrary, nothing contained in this Agreement shall be construed to confer upon any person other than the Parties hereto any rights, benefits, or remedies by, through, under, or because of this Agreement.

7. Applicable Law; Venue

This Agreement shall be construed under and according to the laws of the State of Texas. Personal jurisdiction and venue for any suit arising hereunder shall be in the state or federal courts of Collin County, Texas.

8. Counterparts

The Parties may execute this Agreement in one or more duplicate originals each of equal dignity.

9. Notices

For the purposes of Notice, the addresses of the Parties will, until changed as provided below, be as follows:

IACC:
Islamic Association of Collin County
6401 Independence Parkway
Plano, Texas 75023
Attn: General Counsel

City of Farmersville:
Ben White
City Manager
205 S. Main Street
Farmersville, Texas 75442

The Parties may change their respective addresses upon written notice to the other Party. If any date or notice period described in this Agreement ends on a Saturday, Sunday, or legal holiday, the applicable period for calculating the Notice will be extended to the first business day following such Saturday, Sunday, or legal holiday.

10. Governmental Authority

Except as specifically limited, restricted, modified, abrogated, or waived in this Agreement or by specific action of the City Council, nothing in this Agreement shall be construed to limit, restrict, modify, abrogate, or waive

the City's governmental authority or ordinances respecting the facilities and utility improvements contemplated by the terms of this Agreement, nor the City's duty to provide for the public health, safety, and welfare in the construction or maintenance of the same.

11. Assignability

This Agreement shall be assignable by IACC to any grantee of the entirety of the Property without the prior written consent of the City. Notwithstanding the foregoing, IACC shall promptly notify the City of any assignment of this Agreement and/or transfer of the Property.

12. Binding Obligation

This Agreement shall be a covenant running with the land, and be binding upon and inure to the benefits of the Parties and their respective successors, heirs, assigns, grantees, vendors, trustees, representatives, and all others holding any interest now or in the future.

13. Rough Proportionality and Waiver of Claims

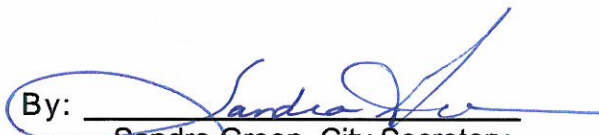
IACC has been represented by legal counsel in the negotiation of this Agreement and been advised, or has had the opportunity to have legal counsel review this Agreement and advise IACC, regarding IACC's rights under Texas and federal law. IACC hereby waives any requirement that the City retain a professional engineer, licensed pursuant to Chapter 1001 of the Texas Occupations Code, to review and determine that the exactions required by the City under this Agreement as a condition of approval for the development of this Property are roughly proportional or roughly proportionate to the proposed development's anticipated impact. (These exactions may include but are not limited to the making of dedications or reservations of land, the payment of fees, the construction of facilities, and the payment of construction costs for public facilities.) IACC specifically reserves its right to appeal the apportionment of municipal infrastructure costs in accordance with Tex. Loc. Gov't Code § 212.904. However, notwithstanding the foregoing, IACC hereby releases the City from any and all liability under Tex. Loc. Gov't Code § 212.904.

EXECUTED on this the 20th day of September, 2018.

CITY OF FARMERSVILLE, TEXAS

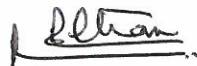
By: 
Jack Randall Rice, Mayor

ATTEST:

By: 
Sandra Green, City Secretary



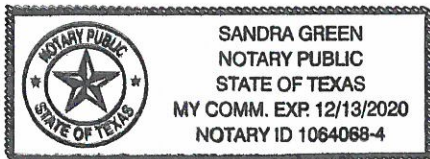
**ISLAMIC ASSOCIATION OF COLLIN
COUNTY, a Texas non-profit corporation**


By: 
Name: Nafiskhan Pathan
Title: President

THE STATE OF TEXAS §
COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, in and for said County, Texas, on this day personally appeared Jack Randall Rice, Mayor of the CITY OF FARMERSVILLE, a Texas Municipal Corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he has executed the same on the City's behalf.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 20th DAY OF September, 2018.

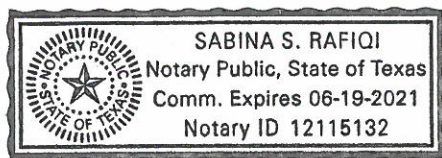



Notary Public Collin County, Texas
My commission expires 12-13-2020

THE STATE OF TEXAS §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the 14th day of SEPTEMBER, 2018, by NARISCHIAN PATIAN in his capacity as President of the ISLAMIC ASSOCIATION OF COLLIN COUNTY, a Texas non-profit corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same on behalf of and as the act of said non-profit corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 14th DAY OF SEPTEMBER, 2018.



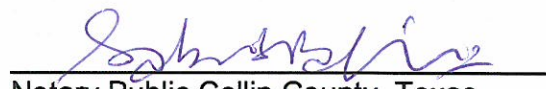

Notary Public Collin County, Texas
My commission expires 6-19-2021

EXHIBIT "A"

Depiction of Property

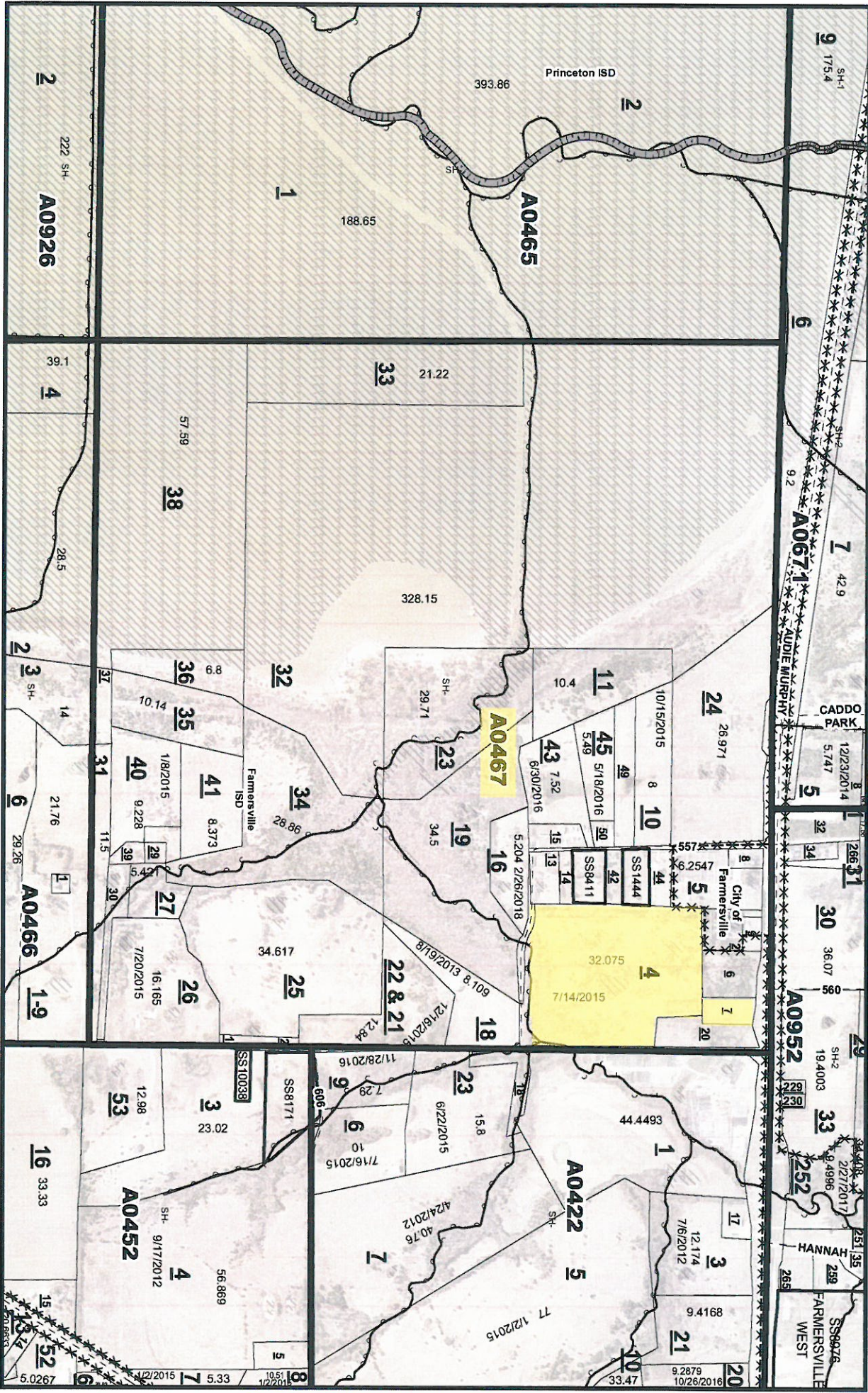
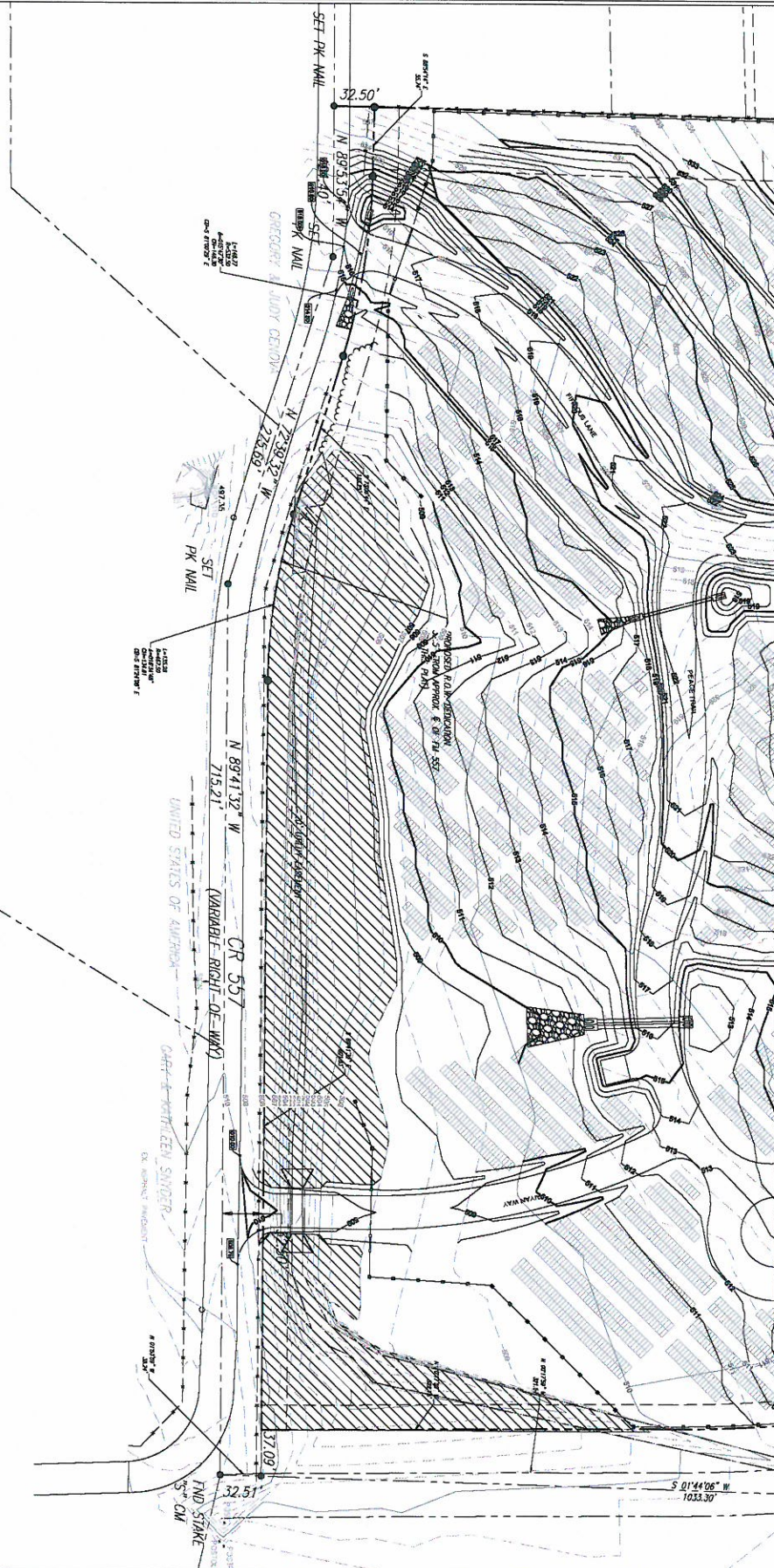


EXHIBIT "B"

Depiction of the Southern Area

MATCHLINE - SEE SHEET C-01



LEGEND
AREA FROM PROPERTY LINE TO 200' CONTOUR

0 20 40
SCALE: 1" = 40'



X

Revision		
No.	Date	Description

PRELIMINARY

FOR REVIEW ONLY
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RETRIEVAL SYSTEM, WITHOUT THE
WRITTEN PERMISSION OF HALFF.

DATE: 07/20/08
BY: J. M. H.

Project No.	3148
Issued	07/20/08
Drawn by	CH
Checked by	CH
Scale	AS SHOWN
Sheet No.	

SITE EXHIBIT
C0.01



100 NORTH POWERS ROAD
FARMERSVILLE, TEXAS 77936
TEL: (512) 546-0000 FAX: (512) 546-0001

IACC CEMETERY

FARMERSVILLE, TEXAS