

Exhibit A

TOWNSHIP OF MAHWAH, Plaintiff, v. RAMAPOUGH MOUNTAIN INDIANS, INC., Defendant.

**SUPERIOR COURT OF NEW JERSEY
LAW DIVISION – BERGEN COUNTY**

CONSOLIDATED

DOCKET NO. BER-L-3189-17

Civil Action

SETTLEMENT AGREEMENT

This Settlement Agreement (the “Agreement”), effective as of May 9, 2019, is made by and among the Township of Mahwah, having an address of 475 Corporate Drive, Mahwah, New Jersey 07430 (the “Township”) and the Ramapough Mountain Indians, Inc., having an address of 189 Stag Hill Road, Mahwah, New Jersey 07430 (the “RMI” or “Ramapough”).

WHEREAS, the Parties are involved in an action pending in the Superior Court of New Jersey, Law Division, Bergen County, entitled “Township of Mahwah v. Ramapough Mountain Indians, Inc.,” Docket No. BER-L-003189-17 (the “Township Action”); and

WHEREAS, there is also an appeal of the Municipal Court decision of the Honorable Keith A. Bachmann, J.S.C., which is pending in the Superior Court of New Jersey, Appellate Division, State v. RMI, Inc., A-002403-18 / BMA-001-18-02; and

WHEREAS, there is also an action pending before the United States District Court for the District of New Jersey captioned Ramapough Mountain Indians, Inc. v. Township of Mahwah, et al., Case No. 2:18-cv-09228 (the “Federal Action”); and

WHEREAS, there are also outstanding Summonses issued by the Township of Mahwah State of New Jersey, Ramapough Mountain Indians, Inc., et al., Summons Nos.: 0233-SC-008525 et seq. against the Defendant RMI which have not been adjudicated by the Mahwah Municipal Court; and

WHEREAS, the Parties have agreed to amicably resolve, settle and compromise their interests, disputes and differences as set forth herein.

NOW THEREFORE and in consideration of the mutual covenants and consideration contained herein, the receipt and sufficiency of which is hereby acknowledged, the Parties intend to be legally bound and hereby agree as follows:

1. Structures:

- (a) The RMI own property known as 95 Halifax Road, Mahwah, New Jersey (the “Property”). The prayer circle and altar on the Property may remain on the Property subject to the conditions of this Agreement. No other structures shall be permitted on the Property without approval or a permit issued by the Township land use board, if required, except as otherwise set forth in this Agreement.

2. Use of the Property:

- (a) The RMI may use the property for place of assembly, including cultural and religious gatherings, and for uses consistent with the Township’s zoning ordinances applicable to the C200 zone. If any party believes that any other party is in violation of this Agreement, that party shall provide five days’ written notice

prior to any enforcement action. Such enforcement action shall be by way of an Order to Show Cause to enforce litigants' rights filed before the Superior Court of New Jersey, Bergen Vicinage.

- (b) The following activities are permitted:
- i. Gatherings for which fewer than fifty individuals are anticipated to attend require no advance notice.
 - ii. No more than twenty-five vehicles shall park at 95 Halifax, in a parking area to be constructed consistent with paragraph (b)(v).
 - iii. For gatherings during which the RMI anticipate between fifty and one hundred and fifty individuals to attend, the RMI shall provide five business days' notice, if practicable, but no fewer than three business days' notice, and arrange for offsite legal parking for attendees' vehicles in excess of twenty-five.
 - iv. Gatherings where greater than one hundred and fifty individuals are anticipated shall be held at Silver Lake in the Township of Mahwah, pursuant to a separate license agreement between the Township of Mahwah and the RMI. Such use shall comply with Green Acres regulations. The RMI agree to provide insurance at a minimum of a \$1,000,000 to \$2,000,000 limit with the Township named as an insured. The RMI shall provide seven business days' notice, if practicable, but no fewer than five business days' notice.
 - v. Regarding parking on the subject Property, to the extent permitted by the New Jersey Department of Environmental Protection (the "NJDEP"), the

RMI shall be permitted to install a driveway approximately in the vicinity of the existing woodchip drive, appropriately offset from any existing driveways on Bridle Path Lane and construct a parking area to accommodate two rows of thirteen vehicles each set back approximately one hundred feet from both Bridle Path Lane and Halifax Road. The driveway and parking area shall consist of gravel. The parking area facing Bridle Path Lane and Halifax Road shall be reasonably landscaped. A drawing of the proposed driveway and parking area shall be provided to Michael Kelly, Township Engineer for review and reasonable approval. The existing driveway on Halifax Road shall be eliminated when the new one is created.

- vi. Commercial cooking and solicitation or sale of any items is prohibited on the Property.
 - vii. All garbage on the Property shall be cleaned up after events.
 - viii. The RMI shall comply with all other applicable laws and ordinances, including but not limited to laws and regulations concerning noise, watershed protection, flood hazards, and fire hazards.
 - ix. No one is to live on the property nor is there to be a campground established on the property, now or in the future, without approval from the land use board of the Township. This does not prohibit individual camping trips of no more than one tent for one night.
- (c) There will be no restrictions on gatherings of fewer than thirty-five people.

- (d) The RMI will have twenty to twenty-five gatherings of thirty-five to one hundred people per year on the property.
- (e) The RMI will have one to three events of one hundred to one hundred and fifty people per year on the property.
- (f) The use of the Property shall be personal to the RMI, and any conveyance of the Property shall terminate the use herein to the extent inconsistent with the C-200 zone. The RMI shall file a restrictive covenant memorializing this provision.

3. Future Land Uses:

- (a) No other structures shall be permitted on the Property without prior agreement, approval or a permit issued by the Township land use board, if required, except as otherwise set forth in this Agreement. The RMI agree that they are not to install any structures at the site until they receive proper permits and approvals and site-plan and/or use variance approval from the Township or the Township of Mahwah's applicable land use board. Any future development of structures on the Property will be discussed by the RMI and the Township before application to construct such a structure.
- (b) Temporary structures, such as teepees, sweat lodges, and temporary toilets (i.e. "Porta-Potties") shall be permitted associated with a gathering or event, provided that same shall not be permitted to stand for greater than seventy-two hours (weather permitting). Teepees shall not be used for residency. Porta-Potties shall be placed in the parking area and appropriately screened. Ramapough sweat lodges are approximately 8-12 feet in diameter, and 3-6 feet tall.

- (c) The Township will not object to or take any position with regard to applications by the RMI to the NJDEP for proposed future uses or structures on the property.
- (d) The Ramapough shall be treated consistently with other property-owners with respect to zoning and site plan issues, subject to the laws of the State of New Jersey and the United States of America, except to the extent described herein.

4. **Purchase of Easement:**

- (a) A portion of a Township walking trail adjacent to Lake Henry providing access to the Property is on the Property. The Township will have an independent appraisal conducted within ninety days of the execution of this Agreement of the encroachment on the property. The Township agrees to pay all costs related to a fair market value of that easement to the Ramapough. The Ramapough reserve their right to contest the Township's determination of fair market value.

5. **Township Action, Federal Action, and Other Related Matters:**

The disposition of the actions shall be with prejudice, as follows:

- (a) The RMI will voluntarily withdraw its appeal to the Appellate Division regarding State v. RMI, Inc., A-002403-18 / BMA-001-18-02.
- (b) The Township will consent to vacate the fines assessed in the Municipal appeal, and will not seek to collect the fines.
- (c) The Township will join in a motion, or consent to the same, to expunge the Municipal conviction.
- (d) All pending, un-adjudicated summonses, including but not limited to those in State of New Jersey Ramapough Mountain Indians, Inc., et al., Summons Nos.: 0233-SC-008525 et seq. will be dismissed voluntarily by the Township with prejudice.

- (e) The Federal Action will be dismissed with prejudice as to the Township. The Federal action will continue against the Ramapo Hunt & Polo Club Association, Inc.
 - (f) The Township Action for injunctive relief will be dismissed with prejudice.
 - (g) Any and all actions that are solely between the parties identified in this Agreement are dismissed voluntarily with prejudice. All other claims between the parties to this agreement are dismissed voluntarily with prejudice.
 - (h) All dismissals shall be filed within two days of the effective date of this Agreement.
6. **Review by Counsel:** The Parties acknowledge that they have had the opportunity to review the substance and form of this Agreement with counsel of their choice. Accordingly, this Agreement shall be construed fairly as to all signatories, and it shall not be construed for or against any signatory on the basis that such person participated in drafting it.
 7. **Choice of Law:** This Agreement shall be governed in accordance with the Laws of the State of New Jersey.
 8. **Entire Agreement:** This Agreement contains the entire understanding between the Parties and supersedes all pre-existing or contemporaneous agreements or understandings, oral or written, respecting the subject matter of this Agreement.
 9. **Binding Effect:** This Agreement is binding upon the Parties' employees, agents, heirs, administrators, representatives, executors, successors and assigns, and inures to the benefit of the Parties.
 10. **No Oral Modifications:** This Agreement may be modified, in whole or in part, only by an agreement in writing executed by the Parties.

11. **Investigation:** Each of the Parties has read this Agreement carefully, knows and understands the contents of this Agreement, and has made such investigation of the facts pertaining to the settlement of the Action, this Agreement, and of all matters pertaining to this Agreement as it deems necessary or desirable.
12. **Knowing and Voluntary Signatures:** The undersigned further state that they have carefully read the foregoing Agreement, know and understand the contents of the foregoing Agreement, and sign same of their own free act. The Parties have been represented by counsel and have had adequate and full opportunity to discuss the terms of this Agreement with their counsel and the ramifications associated therewith.
13. **Jurisdiction:** The Superior Court of New Jersey, Law Division, Bergen Vicinage, shall retain jurisdiction to enforce the terms of this Agreement, and subject to availability, the Honorable Robert Wilson, and the parties consent thereto. In the event the Court finds that a party has breached this Agreement, the Court will have the power to enforce this Agreement in equity, including through the issuance of injunctive relief. The parties further agree that the Township may seek an order of the Court acknowledging its retention of jurisdiction over this Agreement. The parties preserve all remedies of law, equity or otherwise in connection with any proceeding to enforce the provisions herein.
14. **Reservation of Rights:** Nothing herein is intended to, does or shall be deemed in any manner to waive, limit, or restrict any existing legal rights of the respective parties nor the ability of any party hereto to protect and preserve its Constitutional rights, remedies, and interests under the laws of New Jersey, the United States, and International Law.
15. **No Admissions as to Liability or Damages:** The parties agree that no party has admitted to any liability, nor has any party admitted to any wrongdoing or negligence, or to any

violations of any federal or state laws, or statutes, or Township Ordinances, and it is the intention of the parties to this Agreement to enter into said settlement solely for the purpose of amicably resolving any and all matters in controversy or in dispute, and to avoid the further expenditure of attorneys' fees and other costs that would result from continued and protracted litigation in both state and federal court.

16. **Mutual Release:** Notwithstanding any reservation of rights, the parties agree to mutually release all claims against one another as set forth in Addendum A hereto.
17. **Agreement to Meet and Confer:** The parties agree to meet and confer in six months to review administration and operation of the terms of the agreement.

WITNESS or ATTEST:

B. RAMAPOUGH MOUNTAIN INDIANS, INC.

Carol A Garry

By: Dwane C Perry

STATE OF NEW JERSEY)
) ss:
COUNTY OF BERGEN)

I certify that on ~~May~~ ^{June} 28, 2019, DWAINE C. PERRY personally came before me and stated under oath to my satisfaction that he/she (a) was the maker of the above Settlement Agreement; and b) executed this instrument as his/her own act.

Carol A Garry
Notary Public ~~of New Jersey~~
CAROL A. GARRY
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Nov. 19, 2023

WITNESS or ATTEST:

RAMAPOUGH LENAPE NATION

By: Dwane C Perry

STATE OF NEW JERSEY)
) ss:
COUNTY OF BERGEN)

I certify that on ~~May~~ ^{JUNE} 28, 2019, DWAINE C. PERRY personally came before me and stated under oath to my satisfaction that he/she (a) was the maker of the above Settlement Agreement; and b) executed this instrument as his/her own act.

Carol A Garry
Notary Public of New Jersey

CAROL A. GARRY
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Nov. 19, 2023

ADDENDUM A

MUTUAL RELEASE

The parties hereby release and give up any and all claims, cross-claims, and rights which they may have against each other with the understanding that the effect of this **RELEASE** is to waive all of the parties' claims against each other arising out of any of the events raised in litigation instituted in both federal and state court up to the date of the Settlement Agreement, including

- those that the RMI and Township are not presently aware of, and
- those that are not specifically mentioned either in any Complaint or any Amended Complaint filed on any party's behalf in any state or federal court, or in this **RELEASE**, resulting from any conduct of any official, agent, or employee of the RMI and the Township of Mahwah, and which has occurred up to and including the date of this **RELEASE**,

The parties also specifically release the following claims:

- A. All claims against the RMI and the Township set forth in the Federal Action, Township Action, and any other Action referenced in the Agreement, including any such claims for equitable relief, compensatory and punitive damages, as well as litigation costs and attorneys' fees as may be cognizable or allowable by court rule or by statute.

- B. All claims against the RMI and the Township arising out of any of the events raised in litigation instituted in both federal and state court between the parties through the date of the Settlement Agreement for damages, including but not limited to: any claims for reimbursement of attorneys' fees or court costs; any additional equitable relief other than what has been set forth in the Agreement; land use application fees or costs; any expenses incurred for any administrative, criminal, or civil matter; any expenses for the retention of any professional or expert; and those costs or expenses that the parties would have been entitled to recover pursuant to any state or federal law, pursuant to any federal or state constitution, pursuant to any state or federal statute, including but not limited to 42 U.S.C. §1983, 42 U.S.C. §1985, 42 U.S.C. §1988, and the Religious Land Use and Institutionalized Persons Act, 42 U.S.C. §§2000cc, et seq., pursuant to any other anti-discrimination, harassment, or retaliation decision or law, pursuant to any prior agreement of the parties or by express or implied contract or deed, pursuant to Township ordinances, pursuant to any New Jersey Court Rules or Federal Court Rules; or for any claim between the parties arising from the expense caused by any alleged inconvenience, discomfort, emotional distress, alleged interference and/or infringement upon the RMI's exercise of religious practice on the property located at 95 Halifax Road, in Mahwah, New Jersey.

