

**UNITED STATES DISTRICT
COURT WESTERN DISTRICT OF
MICHIGAN SOUTHERN DIVISION**

FOREST AREA BIBLE CHURCH, a Michigan non-profit
corporation; PASTOR L. CALVIN MEYERS,

Plaintiffs,

Civil Action No.: 1:09-cv-276

v.

Janet T. Neff, U.S. District Judge

VILLAGE OF FIFE LAKE COUNCIL,

Defendant.

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CONSENT JUDGMENT

NOW COME the parties, by and through undersigned counsel, and do hereby agree and consent to the entry of a Judgment in this matter, subject to the following terms and conditions:

1. Forest Area Bible Church (the "Church") will be permitted to use the Village of Fife Lake (the "Village") Municipal Building (the "Facility") for twenty dollars (\$20.00) per

month each Sunday through April 30, 2010. During that time, if the Church wants to use the Facility for any additional time, it will pay the Village's applicable rate for non-profit groups as established in its Municipal Building Use Policy in effect at the time. Starting May 1, 2010, any use of the Facility by the Church will be in accordance with the applicable non-profit rate.

2. The Church will be provided a key to the Facility during times when it has reserved the Facility for use through April 30, 2010. Thereafter, any use of the Facility by the Church will be subject to the Village's Municipal Building Key Policy.

3. Other than as set forth in this Consent Judgment, the Church agrees to be subject to all other provisions of the Village's Municipal Building Use Policies, its Key Policy and any other Village policy that might be applicable.

4. The Village agrees to pay the Plaintiffs \$1,765.00 in settlement for all claims for damages, fees and costs. In consideration for this payment, together with the other terms of this Consent Judgment, Plaintiffs hereby completely release and forever discharge the Village of Fife Lake Council, as well as the Council members in their individual capacities and the Village of Fife Lake, together with any other employees, agents and insurers, from any and all past, present or future claims, demands, obligations, actions, causes of action, rights, damages, costs, expenses and compensation of any nature whatsoever, known or unknown, which Plaintiffs now have or may hereafter accrue or otherwise be acquired, on account of or may in any way grow out of or which are the subject of Plaintiffs' Complaint and Motion for Preliminary Injunction, including all claims or causes of action recognized by federal or state statute or by common law or case law.

5. This is a final judgment disposing of all pending claims and closing the case.

Approved as to form and content.

FOREST AREA BIBLE CHURCH

/s/ L. Calvin Meyers

By: L. CALVIN MEYERS

Its: Pastor

/s/ L. Calvin Meyers

L. Calvin Meyers, individually

VILLAGE OF FIFE LAKE COUNCIL

/s/ Noreen Broering

By: Noreen Broering

Its: President

ALLIANCE DEFENSE FUND

By: /s/ Joel L. Oster

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PLUNKETT COONEY

By: /s/ Gretchen L. Olsen

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With prejudice and without costs to any party.

IT IS SO ORDERED.

Entered: June 23, 2009

/s/Janet T. Neff

HONORABLE JANET T. NEFF

U.S. DISTRICT JUDGE