

IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF FLORIDA

PALM BEACH GARDENS BAPTIST )  
CHURCH, INC., ET AL., )

Plaintiffs, )

v. )

Case No. 11-cv-14020-JEM

CITY OF PORT SAINT LUCIE, )  
FLORIDA, )

Defendant. )

**CONSENT DECREE AND ORDER**

It is hereby consented and otherwise stipulated by and between Plaintiffs, Palm Beach Gardens Baptist Church, Inc., Richard K. Parker, First Born Church of Jesus Christ Apostolic, Inc., Unity of Port St. Lucie, Inc., (“Plaintiffs”), and the City of Port Saint Lucie, Florida (“Defendant”), through their respective counsel as indicated by their signatures below that:

WHEREAS, the Plaintiffs filed their amended complaint on April 5, 2011, alleging Defendant’s zoning code, on its face and as applied, violated the United States Constitution, the Religious Land Use and Institutionalized Person’s Act (“RLUIPA”), 42 U.S.C. §2000cc-1, *et seq.*, and Florida’s Religious Freedom Restoration Act of 1998, Fla. Stat. § 761.03, *et seq.*;

WHEREAS, the Defendant amended its zoning code on November 14, 2011 in an effort to eliminate discrimination against religious assemblies, as compared to other types of assemblies, and specifically amended code provisions regarding the Neighborhood Convenience Commercial Zoning District (described in Sec. 158.120 of its Zoning Code) where the Plaintiffs’ churches currently are located;

WHEREAS, Defendant has agreed that its zoning code as amended on November 14, 2011, no longer prohibits Plaintiffs from holding church services and other religious assemblies in space leased at the Southport Shopping Center with the following limitations:

First Born Church of Jesus Christ Apostolic: May use up to 850 square feet for religious services and other church activities averaging 20 people per meeting, and utilizing 10 parking spaces. The use shall not conflict with other businesses in the Southport Shopping Center.

Palm Beach Gardens Baptist Church: May use up to 2,500 square feet for religious services and other church activities averaging no more than 75 people per meeting and utilizing 30 parking spaces. The use shall not conflict with other businesses in the Southport Shopping Center.

Unity of Port St. Lucie: May use up to 2,500 square feet for religious services and other church activities averaging 75 people per meeting and utilizing 30 parking spaces. The use shall not conflict with other businesses in the Southport Shopping Center.

WHEREAS, the parties have conferred and desire to resolve the aforementioned dispute without protracted litigation and to resolve Plaintiffs' claims against Defendant without the necessity of a trial by entering into this Consent Order.

WHEREAS, after reviewing the terms of this Consent Order, the parties agree that the entry of this Consent Order comports with federal and state law and is appropriate under all the circumstances to ensure compliance with the requirements of the United States Constitution, RLUIPA, and Religious Freedom Restoration Act of 1998, Fla. Stat. § 761.01.

NOW, THEREFORE, it is ORDERED, ADJUDGED, and DECREED as follows:

1. Defendant shall not discriminate against religious assemblies as compared to private clubs or lodges and day care centers, and any other assembly in the Neighborhood Convenience Commercial Zoning District (as described in Sec. 158.120 of Defendant's Zoning Code), and

shall also refrain from discriminating against religious assemblies as compared to other types of assemblies in any other zoning district.

2. Defendant shall pay Plaintiffs' attorneys' fees and litigation costs in the amount of \$15,000 within thirty (30) days of the date this Order is signed.

3. The provisions of this Consent Order will be governed by the laws of the State of Florida.

4. Nothing in this Consent Order will be construed to limit any party's right to enforce this Consent Order according to its terms. If any court of competent jurisdiction determines that any provision contained in this Consent Order, or any part thereof, cannot be enforced, the parties agree that such determination shall not affect or invalidate the remainder of the Consent Order.

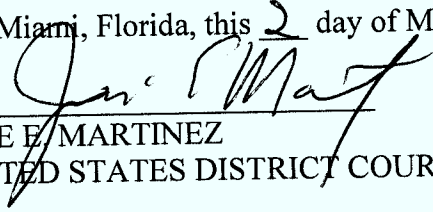
5. The Consent Order shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors, and assigns.

6. This case is **DISMISSED** in view of the parties' agreement and pursuant to the terms of this Order. Except for the provisions in paragraph 2 of this Order, each party is to bear their own costs and attorney's fees. In agreeing to this consent order, the parties acknowledge that each may use the Court's contempt powers to enforce the terms of this consent order. As of the time of execution of this consent order, Plaintiffs acknowledge that the only obligation on Defendant's part that remains outstanding is the payment of attorneys' fees.

7. This Consent Decree may be executed in multiple counterparts, all of which together shall constitute one original document.

8. This case is **CLOSED** and all pending motions are **DENIED as moot**.

DONE AND ORDERED in Chambers at Miami, Florida, this 2 day of March, 2012.

  
JOSE E. MARTINEZ  
UNITED STATES DISTRICT COURT JUDGE

Copies provided to:  
Magistrate Judge Lynch  
All Counsel of Record