

SETTLEMENT AGREEMENT

This Agreement is between Khalid Ahmed and Fozia Ahmad ("Plaintiffs") and the City of Waukesha, Wisconsin (the "City"), a municipal corporation organized and existing under the laws of the State of Wisconsin.

1. Definitions. In this Agreement:

(a) The "Property" means the land and improvements located at 1436 East Moreland Boulevard, within the City of Waukesha, Wisconsin.

(b) "Case" means the action pending in the circuit court for Waukesha County, Wisconsin titled *Ahmed & Ahmad v. City of Waukesha*, Case No. 14-CV-1144.

(c) "Court" means the Circuit Court for Waukesha County.

(d) A "tax year" means a year in which an assessment is made as of January 1, with taxes based on the assessment payable in the year following the tax year.

2. Refund of Taxes. The City shall issue a refund payable to The Law Office of Attorney Paul A. Oberer Trust Account, or to another account designated by Plaintiffs in writing, pursuant to Wis. Stat. § 74.37, in the amount of \$3,041.66 as a refund of property taxes previously paid by Plaintiffs for the tax year 2013. The parties agree that no portion of this amount constitutes interest.

3. Waiver of Costs. Each party waives all claims for costs.

4. Time of Payments. The City shall pay the refund of taxes provided in section 2 of this Agreement in full within 30 days of the date this Agreement is signed by both parties.

5. Stipulation for Dismissal. No later than ten days after Plaintiffs receive payment in full of the refund of taxes provided in section 2 of this Agreement, the parties shall (a) enter into a stipulation, signed by their respective attorneys, for the dismissal of the Case (including, but not limited to, all claims asserted in the Complaint in the Case) on the merits, with prejudice, and without costs to either party; and (b) file the stipulation with the Court.

6. Responsibility for Fees and Expenses of Attorneys and Experts. Each party shall be solely responsible for the fees of its attorneys and experts.

7. Binding on Successors. This Agreement shall be binding upon and inure to the benefit of each of the parties and their respective heirs, successors, and assigns.

8. Governing Law. This Agreement shall be governed and interpreted by the laws of the State of Wisconsin.

9. Interpretation of Agreement. The parties acknowledge that this Agreement is the product of joint negotiations. If any dispute arises concerning the interpretation of this Agreement: (a) neither party shall be deemed the drafter of this Agreement for purposes of its

interpretation; and (b) the parties shall attempt in good faith to resolve the dispute.

10. Representation By Counsel; Reliance. Each party acknowledges that it has been represented throughout all negotiations leading up to this Agreement by attorneys of its choice and that its attorneys have approved this Agreement. Each party represents that in entering into this Agreement, the party has relied on its own judgment and on the advice of its attorneys, and that no statements or representations made by the other party or any of its agents, except statements or representations expressly made in this Agreement, have influenced or induced the party to sign this Agreement.

11. Entire Agreement. This Agreement states and constitutes the entire agreement of the parties concerning its subject matter and supersedes all prior or contemporaneous agreements (written or oral), representations, negotiations, and discussions concerning its subject matter, including but not limited to, all agreements (written or oral), representations, negotiations, and discussions made in the course of mediation of the Case.

12. Amendments or Modifications. This Agreement may not be amended, modified or altered in any manner whatsoever, except by a further written agreement duly authorized and signed by the parties.

13. Reading of Agreement. Each person signing this Agreement on behalf of either party acknowledges that the person has read this Agreement, that the person understands the terms and conditions of this Agreement, that the person (if other than an attorney for the party) has been advised by legal counsel concerning this Agreement, and that the person freely and voluntarily signs this Agreement.

PLAINTIFFS

Khalid Ahmed

Date

Fozia Ahmad

Date

CITY OF WAUKESHA

Brian E. Running, City Attorney

Date