

SETTLEMENT AGREEMENT and RELEASE

This Settlement Agreement and Release (hereinafter "Release") is made, this 11 day of October, 2010, by and between WILLIAM O. WIMMER and TOWN OF MORRISTOWN.

Unless otherwise indicated, throughout this Release, the following definitions shall apply:

1. "Plaintiff" and "I" means plaintiff, William O. Wimmer, individually as well as his agents, assigns and any and all persons acting under his direction, control or on his behalf;
2. "Defendant" means Town of Morristown;
3. "Parties" means Plaintiff and Defendant, collectively and as those terms are defined above.

WHEREAS, Plaintiff, William O. Wimmer, filed an action entitled Wimmer v. Town of Morristown, bearing Docket No. SC-970-10, which is pending in the Superior Court of New Jersey, Law Division, Special Civil Part, Morris County (the "Action"); and

WHEREAS, Defendant Town of Morristown has denied all of the claims and material allegations made by Plaintiff in the Action and have asserted various defenses, including the validity of the Complaint due to failure to follow procedures under N.J.S.A. 59:1-1, et. seq.; and

WHEREAS, the Parties hereto voluntarily and knowingly desire to put to rest all controversy between them and to compromise, settle and terminate all claims related to or arising out of the facts alleged in the complaint, whether or not asserted in the Action.

THIS RELEASE, dated October 11, 2010 is given by:

WILLIAM O. WIMMER

1. **Release** – I, WILLIAM O. WIMMER, hereby release, waive, discharge and give up any and all claims, rights and judgments which I have or may have obtained or asserted against the Town of Morristown in the cause of action in the Superior Court of New Jersey, Law Division, Special Civil Part, Morris County, bearing Docket No. SC-970-10.

2. **Payment** – In consideration of this release, Plaintiff will dismiss all claims with prejudice against Defendant Town of Morristown. Defendant shall pay Plaintiff a sum of Three Hundred Three Dollars and Sixty Five Cents (\$303.65) in full payment for making this Release.

3. **Authority** – I have full authority to enter into this Release and settle all claims asserted in this lawsuit.

4. **Who is Bound** – I am bound by this Release. Anyone who succeeds to my rights and responsibilities, such as my heirs or the executor of my estate, is also bound. This Release is made for your benefit and all who succeed to your rights and responsibilities, such as your successors and assigns and insurers.

5. **Severability** - If any term of this Release, or the application thereof to any person or circumstances shall to any extent be held invalid or unenforceable, the remainder of this Agreement, or the application of such term to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term of this Release shall be valid and enforceable to the fullest extent permitted by law.

6. **Governing Law** - This Release shall be interpreted under the laws of the State of New Jersey.

7. **Voluntary Agreement** - I acknowledge that this Release and Settlement Agreement, including each and every term, is being entered into and executed voluntarily.

I further acknowledge that I have been provided with the option to have my attorney review this document and that I am knowingly waiving this right.

8. **Signatures** - I, WILLIAM O. WIMMER, certify that by the affixing of my signature, I attest as follows:

A. I have read this Release and Settlement Agreement and understand it; and

B. I sign it freely and voluntarily after consultation with my counsel. No one has coerced me to sign it.

8. **Signatures** – I understand and agree to the terms of this Release.

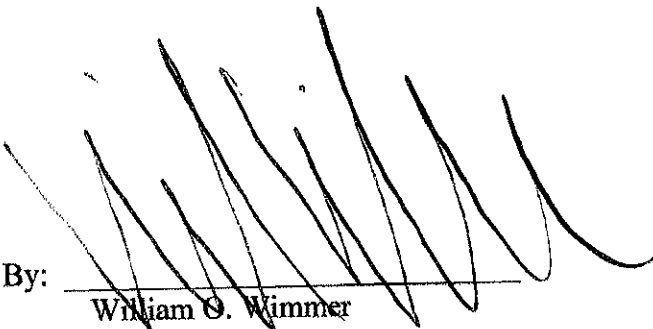
[signature page to follow]

Witnesses or Attested By:

10/11/2010

Dated:

By:

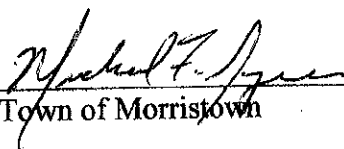

William O. Wimmer

Witnesses or Attested By:

10/15/10

Dated:

By:


Town of Morristown