

SETTLEMENT AGREEMENT

This Agreement is between Shrine of Our Lady of Guadalupe, Inc. ("the Shrine"), a non-stock corporation organized and existing under the laws of the State of Wisconsin, and the City of La Crosse, 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 5250 Justin Road in the City of La Crosse, Wisconsin.

(b) "Case" means the action pending in the circuit court for La Crosse County, Wisconsin titled *Shrine of Our Lady of Guadalupe, Inc. v. City of La Crosse*, Case No. 11-CV-391.

(c) "Court" means the Circuit Court for La Crosse 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.

(a) The City shall issue a refund payable to Shrine of Our Lady of Guadalupe, Inc., c/o Hale, Skemp, Hanson, Skemp & Sleik Trust Account, pursuant to Wis. Stat. § 74.35, in the amount of \$27,686.51 for 2010 as a refund of property taxes previously paid by the Shrine based on the property tax assessment of the Property for the tax year 2010. The parties recognize that the Court issued a ruling in the Case that the gift shop is entitled to an exemption from property taxes for the 2010 assessment year.

(b) The City shall issue a refund payable to Shrine of Our Lady of Guadalupe, Inc., c/o Hale, Skemp, Hanson, Skemp & Sleik Trust Account in the amount of \$27,241.61 for 2011 as a refund of property taxes previously paid by the Shrine based on the property tax assessment of the Property for the tax year 2011. The parties recognize that the Shrine did not file a claim pursuant to Wis. Stat. § 74.35 for the 2011 assessment year and this refund is pursuant to this Agreement.

(c) The parties agree that no portion of the above amounts constitutes interest. The Shrine expressly waives any claim for interest.

3. 2012 Assessment. The 2012 assessment of the Property has been reduced to \$616,100. This assessment exempts the gift shop and 50% of the restaurant (and the corresponding portions of the building's common area, the parking lot and road) from property taxes.

4. Future Assessments. Both parties recognize and agree that future assessments of the Property may vary from the 2012 Assessment depending on a number of factors including but not limited to market conditions, physical changes to the Property, a sale of the Property, a

change in use of the property, a change in ownership or operation of the Property, changes to the Wisconsin Property Assessment Manual, and changes in the law.

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

6. 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.

7. Stipulation for Dismissal. No later than ten days after the Shrine receives 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.

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

9. No Representations. Each party acknowledges and agrees that no representation or promise not expressly contained in this Agreement has been made by the opposing party or any of its employees, attorneys, agents, or representatives. Each party acknowledges that it is not entering into this Agreement on the basis of any such representation or promise, express or implied.

10. 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.

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

12. 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.

13. 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.

14. No Assignment or Transfer. The Shrine represents and warrants that it has not assigned or transferred to anyone and will not assign or transfer to anyone any of the claims in the Case.

15. 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.

16. Waiver. No waiver of any breach of this Agreement shall be deemed a continuing waiver of that breach or a waiver of any other breach of this Agreement.


17. 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.

18. Authorization to Sign Agreement. Each person signing this Agreement on behalf of either party represents and warrants that the person holds the position indicated beneath the person's signature and that the person has the requisite corporate or other authority to sign this Agreement on behalf of the party. Each party represents that entry into this Agreement is not in contravention of any agreement or undertaking to which the party is bound.

19. 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.

Dated: February 28, 2013.

SHRINE OF OUR LADY OF GUADALUPE, INC.



Printed Name: Leif E. Arvidson

Title: Executive Director

Dated: _____.

CITY OF LA CROSSE

Printed Name: Mathias Harter

Title: Mayor