

SETTLEMENT AGREEMENT, WAIVER AND RELEASE

THIS SETTLEMENT AGREEMENT, WAIVER AND RELEASE (“Agreement”) is made by and between Valley View Realty Holding LLC (“Plaintiff”) and the City of La Crosse (“City”).

WHEREAS, Plaintiff filed a lawsuit against the City entitled *Valley View Realty Holding LLC v. City of La Crosse*, La Crosse County Case No. 2025-CV-0285, seeking a partial refund of property taxes previously paid, on the basis that the 2024 property tax assessment was excessive.

WHEREAS, the parties wish to resolve this matter without the expense and disruption of further litigation between them by amicably entering into this full and final settlement as to all claims Plaintiff may have against the City in connection with the 2024 assessment;

WHEREAS, the acceptance of the terms of this agreement are subject to the approval of the La Crosse City Council by resolution of that body.

NOW, THEREFORE, for good and valuable consideration, the parties stipulate and agree as follows:

1. Definitions. In this Agreement:

(a) The “Property” means collectively the land and improvements located at 3700 and 3800 State Road 16 within the City of La Crosse, Wisconsin and identified as Tax Parcel Nos. 17-10315-160 (TP 160) and Tax Parcel 17-10315-090 (TP 090).

(b) “Case” means the action pending in the La Crosse County Circuit Court entitled *Valley View Realty Holding LLC v. City of La Crosse*, La Crosse County Case No. 2025-CV-0285.

(c) “Court” means the Circuit Court of La Crosse County.

2. Payment and Stipulation for Dismissal. Following the full execution of this Agreement, the parties shall take the following actions:

(a) Within 15 business days of the execution, City shall make the payment specified in paragraph 6;

(b) The payment specified in paragraph 2(a) and paragraph 6 shall remain in the Rogahn Jones client trust account until the stipulation and order (Exhibit A) has been fully executed by the parties and filed with the Court;

(c) The stipulation and order (Exhibit A) shall be executed by the parties and filed with the Court within 5 business days of the receipt of the payment specified in paragraph 2(a) and paragraph 6 by the Rogahn Jones client trust account; and

(d) The payment specified in paragraph 2(a) and paragraph 6 shall be disbursed from the Rogahn Jones client trust account upon the filing of the stipulation and order (Exhibit A).

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

4. Release. In exchange for the dismissal contemplated by this Agreement, the Plaintiff hereby terminates, waives and discharges any further claims, demands, or actions which it might assert or bring in the future or have brought to date, whether mature or not, currently actionable or not, and any suits, appeals, objections, administrative actions and legal proceedings whatsoever against the City with respect to the assessments for tax year 2024 with respect to the Property, and hereby releases, discharges and acquits the City, its officers, board members, employees, agents and contractors, for any claims, causes of action, alleged injuries, or damages, of any kind, character or nature whatsoever, which have been, could have been, or might be asserted against the City or any officer, employee, agent or contractor acting on its behalf, arising out of the assessments of the Property for tax year 2024.

5. 2024 Assessment. To resolve this matter and in exchange for dismissing the Case, the parties agree that the 2024 assessment of the Property shall be revised as follows:

TP 160

Land - \$ 612,500

Building - \$ 536,000

Total - \$1,148,500

TP 90

Land - \$ 3,213,700

Building - \$ 6,506,700

Total - \$ 9,720,400

Total Revised Assessment - \$10,868,900

This is a reduction of \$2,611,100 in assessed value from the original combined assessment for the two parcels of \$13,480,000 to a revised combined assessed value of \$10,868,900 for the 2024 tax year.

6. Refund of Taxes. Based on the reduction in assessed value of \$2,611,100, the City shall issue a partial tax refund payable to the Trust Account of the Law Firm of Rogahn Jones LLC, attention Attorney Terry J. Booth in the amount of \$55,041.11 as a refund of partial property taxes previously paid by Plaintiff for the tax year 2024. The parties agree that no portion of the refund amount constitutes interest and no interest shall be due. The refund check, made payable to the aforementioned trust account, shall be delivered via certified mail to the law offices of Attorney Terry Booth at N16 W23233 Stone Ridge Drive, Suite 270, Waukesha, WI 53188.

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

8. 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.

9. 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.

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

11. 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.

12. 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.

13. No Assignment or Transfer. Plaintiff hereby represents and warrants that it is the sole and lawful owner of all claims, matters and causes of action it is releasing or dismissing pursuant to this Agreement. Plaintiff 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.

14. 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 negotiation of the case.

15. Use of this Agreement. This Agreement shall not be filed with the Court in this Case or in any other case or proceeding, except for the sole purpose of enforcing this Agreement. This Agreement and any part of this Agreement shall not be admissible in any future judicial or administrative proceeding, except for the sole purpose of enforcing this Agreement.

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. The La Crosse City Council may designate such City officials that may approve the terms of this Agreement and carry out the execution of the payment of the refunds called for in this agreement upon resolution of the City Council.

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.

20. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such, signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

SIGNATURES ON SEPARATE PAGE

Dated this _____ day of November, 2025.

VALLEY VIEW REALTY HOLDING LLC

Authorized Representative of Plaintiff

CITY OF LA CROSSE

Authorized Representative of Defendant

Approved by:

ROGAHN JONES LLC
N16W23233 Stone Ridge Dr., Suite 270
Waukesha, WI 53188
Attorneys for Plaintiff

Terry J. Booth
State Bar ID No. 1014691

Approved by:

BY: SEIBEL LAW OFFICES LLC
11520 N. Port Washington Road
Mequon, WI 53092

Electronically signed by

Amy R. Seibel,
SBN 1006166

EXHIBIT A

STATE OF WISCONSIN

CIRCUIT COURT

LA CROSSE COUNTY

VALLEY VIEW REALTY HOLDING LLC

Plaintiff,

Case No.: 25-CV-0285

vs.

CITY OF LA CROSSE

Defendant.

STIPULATION FOR DISMISSAL

NOW COME the parties, by their respective counsel and hereby stipulate to the dismissal of the Plaintiff's Complaint in the above captioned matter. The dismissal shall be in its entirety, with prejudice and without costs to either party.

Dated this _____ of November, 2025.

ROGAHN JONES LLC
N16W23233 Stone Ridge Dr., Suite 270
Waukesha, WI 53188

Terry J. Booth
State Bar ID No. 1014691

Attorneys for Plaintiff, Valley View Realty Holding LLC

SEIBEL LAW OFFICES, LLC

By: Electronically signed by
Amy R. Seibel, SBN 1006166
11520 N. Port Washington Road, Ste. 4
Mequon, WI 53092
Phone: (414) 881-4262
Email: ars@amylawoffices.com

Attorneys for Defendant, City of La Crosse

STATE OF WISCONSIN

CIRCUIT COURT

LA CROSSE COUNTY

VALLEY VIEW REALTY HOLDING LLC

Plaintiff,

Case No.: 25-CV-0285

vs.

CITY OF LA CROSSE

Defendant.

ORDER FOR DISMISSAL

Per the Stipulation of the parties:

IT IS HEREBY ORDERED that the Plaintiff's Complaint in the above captioned matter is **DISMISSED** in its entirety, with prejudice and without costs to either party.

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