

## **SETTLEMENT AGREEMENT, WAIVER AND RELEASE**

This Settlement Agreement, Waiver and Release (“Agreement”) is made by and between Froedtert Memorial Lutheran Hospital, Inc. (“Froedtert Hospital”) and the City of Wauwatosa (the “City”) (collectively “Parties” and each individually, a “Party”).

Froedtert Hospital, the academic medical center of the Froedtert & the Medical College of Wisconsin health network, is a leading resource for advanced medical care. Froedtert Hospital also operates the region’s only adult Level I Trauma Center and provides advanced cancer care, bone marrow transplants, solid organ transplants, heart and vascular care, orthopaedics, and other advanced surgical procedures and medical care. The primary adult teaching affiliate of The Medical College of Wisconsin, Inc., Froedtert Hospital is a major training facility for medical, nursing and health technical students. It is also a respected research center, participating in some 2,000 research studies — including clinical trials — every year. Froedtert Hospital is ranked in the top tier among comprehensive, academic medical centers, which includes, without limitation, achieving a top 10 performance ranking in the Bernard A. Birnbaum, MD, Quality Leadership Ranking by Vizient, Inc. in 2022, 2023, and 2024. Froedtert Hospital is a vital institution and resource to the City of Wauwatosa, the Greater Milwaukee Region, and Wisconsin.

It is the intent of the Parties in entering into this Agreement to work together to contribute to the betterment of the City of Wauwatosa and its residents and for Froedtert Hospital to continue to provide world class health care to the residents of Wauwatosa, Greater Milwaukee and throughout Wisconsin.

WHEREAS, Froedtert Hospital is the owner of the property known as 9200 West Wisconsin Avenue, Wauwatosa, WI, Tax Key No. 381-1014-000 (the “Main Campus Property”);

WHEREAS, for Tax Years 2021-2024, Froedtert Hospital timely filed Property Tax Exemption Requests with the City requesting that the Main Campus Property be deemed exempt as a nonprofit hospital pursuant to Wis. Stat. §70.11(4m);

WHEREAS, for Tax Years 2021-2024, the City partially denied the requests and partially assessed the Main Campus Property;

WHEREAS, for Tax Years 2021-2024, Froedtert Hospital paid a total of \$32,353,343.09 in taxes to the City for the Main Campus Property;

WHEREAS, Froedtert Hospital filed a complaint against the City for a refund of unlawful taxes for Tax Years 2021 and 2022, entitled *Froedtert Memorial Lutheran Hospital, Inc. v. City of Wauwatosa*, Milwaukee County Circuit Court No. 2021-CV-7366 and a complaint against the City for a refund of unlawful taxes for Tax Year 2023, entitled *Froedtert Memorial Lutheran Hospital, Inc. v. City of Wauwatosa*, Milwaukee County Circuit Court No. 2024-CV-5742;

WHEREAS, Froedtert Hospital is the current owner of the property known as 10000 West Bluemound Road, Wauwatosa, WI, Tax Key No. 409-0059-002 (the “Bluemound Property”);

WHEREAS, the Bluemound Property was transferred to Froedtert Hospital from Froedtert ThedaCare Health, Inc. f/k/a Froedtert Health, Inc. (“FTCH”) in December 2024;

WHEREAS, for Tax Years 2022-2024, FTCH timely filed Property Tax Exemption Requests with the City requesting that the Bluemound Property be deemed exempt as a nonprofit hospital pursuant to Wis. Stat. §70.11(4m);

WHEREAS, for Tax Years 2022-2024, the City partially denied the requests and partially assessed the Bluemound Property;

WHEREAS, for Tax Years 2022-2024, FTCH paid a total of \$975,143.67 in taxes to the City for the Bluemound Property;

WHEREAS, FTCH filed a complaint against the City for a refund of unlawful taxes for Tax Year 2022, entitled *Froedtert Health, Inc. v. City of Wauwatosa*, Milwaukee County Circuit Court No. 2022-CV-4834 and a complaint against the City for a refund of unlawful taxes for Tax Year 2023, entitled *Froedtert ThedaCare Health, Inc. f/k/a Froedtert Health, Inc. v. City of Wauwatosa*, Milwaukee County Circuit Court No. 2024-CV-5746;

WHEREAS, pursuant to a Court Order, Case Nos. 22-CV-4834, 24-CV-5742 and 24-CV-5746 were consolidated into Case No. 21-CV-7366 for all purposes, with the new caption titled *Froedtert Memorial Lutheran Hospital, Inc., Froedtert Health, Inc. and Froedtert ThedaCare Health, Inc. f/k/a Froedtert Health, Inc. v. City of Wauwatosa*, Milwaukee County Circuit Court No. 2021-CV-7366;

WHEREAS, on January 30, 2025, Froedtert Hospital and FTCH timely served Claims for Unlawful Taxes pursuant to Wis. Stat. §74.35 for Tax Year 2024 on the City;

WHEREAS, on February 25, 2025, Froedtert Hospital timely filed Property Tax Exemption Requests for Tax Year 2025 with the City requesting that the Main Campus Property and Bluemound Property be deemed exempt as a nonprofit hospital pursuant to Wis. Stat. §70.11(4m);

WHEREAS, the City has done full City-wide revaluations in 2006, 2013, and 2019. The City is doing a full City-wide revaluation in 2025;

WHEREAS, the parties wish to resolve this matter without the expense and disruption of further litigation between the Parties by entering into an agreement and compromise of the disputed property tax amounts and as to all claims Froedtert Hospital may have against the City in connection with Tax Years 2021-2024 ("Subject Tax Years") and an agreement for Tax Years 2025-2034 ("Future Tax Years").

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

1. Definitions. In this agreement:

- a. "Subject Properties" means the land and improvements identified as tax parcel 381-1014-000, located at 9200 West Wisconsin Avenue, Wauwatosa, referenced above as the Main Campus Property, and tax parcel 409-0059-002,

located at 10000 West Bluemound Road, Wauwatosa, referenced above as the Bluemound Property.

- b. "Case" means *Froedtert Memorial Lutheran Hospital, Inc., Froedtert Health, Inc. and Froedtert ThedaCare Health, Inc. f/k/a Froedtert Health, Inc. v. City of Wauwatosa*, Milwaukee County Circuit Court No. 2021-CV-7366.
- c. "Tax Year" means the year in which an assessment is made as of January 1<sup>st</sup> of the calendar year with taxes based on the assessment payable in the following year.
- d. The "Execution Date" means the last date this agreement was executed and signed by both parties.

- 2. Waiver of Costs. Each party waives all claims for costs.
- 3. Interest. No interest is to be paid to Froedtert Hospital.
- 4. Stipulation for Dismissal. No later than fourteen (14) days following the refund of taxes set forth under Section 6, the Parties shall:
  - a. Enter into a stipulation for dismissal in the form attached hereto as Exhibit A for Case No. 2021-CV-7366; and
  - b. File said stipulation and the associated proposed order for dismissal attached to the stipulation with the Court.
- 5. Release. In exchange for the dismissal set forth in Section 4, the refund set forth in Section 6, and the agreement on future assessments set forth in Sections 7, 8, and 11, Froedtert Hospital hereby terminates, waives and discharges any further claims, demands, or actions which it might assert for the Subject Tax Years at issue.
- 6. Refund. The City agrees to issue to Froedtert Hospital a refund in the following amount: Total refund of Ten Million Dollars (\$10,000,000.00) noting that for the Subject Tax Years, Froedtert Hospital and FTCH have paid a combined total of \$33,328,486.76 in taxes for the Main Campus Property and Bluemound Property. The City will issue the refund payable to "von Briesen & Roper, s.c. Trust Account" by no later than September 16, 2025. The refund shall be sent via wire transfer to von Briesen & Roper, s.c. Trust Account. The refund is a portion of the property taxes paid on the Subject Properties for the Subject Tax Years.

7. Agreement on 2025 Assessment.

It is the City Assessor's intention that the 2025 assessment of the Main Campus Property shall be:

Land: \$16,304,300  
Improvement: \$200,202,400  
Total: \$216,506,700

It is the City Assessor's intention that the 2025 assessment of the Bluemound Property shall be:

Land: \$2,477,200  
Improvement: \$19,200,200  
Total: \$21,677,400

The above assessment amounts are subject to the assessment roll closing. The City Assessor agrees that the City will not make any adjustments to increase the above assessment amounts, including during the 2025 Open Book Period or the 2025 Board of Review.

Froedtert Hospital reserves the right to contest the 2025 assessment amounts stated above.

8. Assessment of Property in Future Years. Unless there is a Material Change, as defined in Section 9, or City-wide Revaluation, as described in Section 10, the Parties agree that the ultimate and final assessment values for Tax Year 2025, following any contest or challenge, shall serve as the assessment values for the Future Tax Years for the term of this Agreement.

9. Material Change in Property.

- a. "Material Change" is defined as a Significant Alteration to the space identified in Exhibit B that consists of a change in use that includes a renovation, addition, demolition, or change in the department or tenant occupying the space or a newly constructed building on the Subject Properties. A "Significant Alteration" means: (i) a change that impacts a minimum of 10,000 square feet on a floor of a building; or (ii) where a floor of a building is less than 10,000 square feet in total, a change that impacts a minimum of 6,000 square feet and the change also must impact a department's or tenant's continued presence on such floor of that building.
- b. Froedtert Hospital shall notify the City in writing by January 31<sup>st</sup> of any Material Change in the Subject Properties within the immediately preceding

Tax Year, and whether or not the Material Change impacts the taxability of the space.

- c. If Froedtert Hospital fails to provide notice of a Material Change in the Subject Properties to the City by January 31<sup>st</sup>, the City shall timely notify Froedtert Hospital and provide Froedtert Hospital an opportunity to provide information about the Material Change.
- d. The Assessor and Froedtert Hospital agree to coordinate and confer regarding annual permit information. If the Assessor has questions or would like additional information regarding permits from the prior year the Assessor can contact Froedtert Hospital's Vice President, Facilities Planning & Development.
- e. If Froedtert Hospital notifies the City of a Material Change that it believes would render additional space exempt, then Froedtert Hospital shall submit a Property Tax Exemption Request (PR-230), only as to the space subject to the Material Change, to the City by March 1<sup>st</sup> of the Tax Year.
- f. The City Assessor will make a determination regarding the Material Change space and whether or not the space will be taxable or exempt and notify Froedtert Hospital in writing prior to the Notices of Changed Assessments being mailed for that given Tax Year.
- g. The Parties agree that if there is a Material Change to space it can change to be exempt to taxable or taxable to exempt.
- h. If there is a dispute regarding a Material Change and whether there should be an increase or decrease in taxable square footage, the Parties shall make reasonable efforts to meet and confer within thirty (30) days of the Assessor notifying Froedtert Hospital of its determination. The Parties shall make reasonable efforts to meet and confer before commencing any litigation.
- i. If there is a dispute regarding a Material Change, the Parties may only challenge the space subject to the Material Change. For Material Changes, the Parties agree that the definitions of taxable and exempt space shall be determined consistent with Wisconsin law.

10. City-Wide Revaluation. After the 2025 assessments, the values per square foot for the Main Campus Property and the value rates for the Bluemound Property shall not increase unless or until the next City-wide revaluation occurs. City-wide revaluations shall occur only as required by the Wisconsin Department of Revenue and Wisconsin law. Notwithstanding the foregoing or any other provisions of this Agreement to the contrary, and even after any City-wide revaluation, Froedtert Hospital may challenge the values per square foot for the Main Campus Property and the value rates for the Bluemound Property for the term of the Agreement (defined below); provided that Froedtert Hospital may only challenge an increase in the values set forth in this Agreement and not challenge values below those set forth in this Agreement unless: (i) there is a change to the use which changes the value of the space to a value lower than the values set forth in this Agreement; (ii) the Assessor sets the value below the values set forth in this Agreement; or (iii) there

is a demonstrable change in market forces impacting value, such that values fall to a value lower than those set forth in this Agreement. A demonstrable change in market forces is a ten percent (10%) or more change in assessed value based on the objective data of any one of the following sources: PricewaterhouseCoopers (PwC), Cushman & Wakefield, or Coldwell Banker Richard Ellis (CBRE). Subject to the foregoing, for disputes, the Parties shall follow the procedures in Wis. Stats. §§70.47 and 74.35.

11. Definition of Current Taxable and Exempt Square Footage. For Material Changes, the Parties agree that the definitions of taxable and exempt space shall be determined consistent with Wisconsin law. The Parties agree that, unless there is a Material Change, the taxable space during the term of this Agreement is defined by building as set forth in the attached Exhibit B. For purposes of Exhibit B, taxable space is identified by floor of each building in which there is taxable space, and space that is not identified as taxable is exempt.
12. Dispute Resolution Regarding this Agreement. If there is a dispute as to the interpretation of this Agreement, then the Parties, with decision makers present, shall meet and confer within fifteen (15) days, unless extended by agreement of the Parties, to try to resolve the dispute. If the Parties are unable to resolve the dispute then the Parties shall immediately proceed to expedited mediation.
13. Term of Agreement. This Agreement commences on the Execution Date defined in Section 1.d. and will terminate on December 31, 2034.
14. Responsibilities for Fees and Expenses of Attorney Fees and Experts. Each Party shall be solely responsible for the fees of its attorneys and experts.
15. Binding on Its Successors. This Agreement shall be binding upon and inure to the benefit of each of the Parties and their respective heirs, successors, and assigns.
16. Governing Law. The Agreement shall be governed and interpreted by the laws of the State of Wisconsin.
17. Interpretation of Agreement. The Parties acknowledge that this Agreement is the product of joint negotiations. If a dispute arises concerning the interpretation of this Agreement:
  - a. Neither Party shall be deemed the drafter of this Agreement for the purposes of its interpretation; and
  - b. The Parties shall attempt in good faith to resolve the dispute.
18. Representation by Counsel; Reliance. Each Party acknowledges that it has been represented through all the 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.

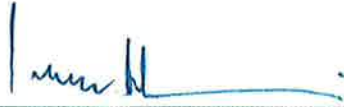
19. Representations and Warranties; Indemnification. Froedtert Hospital hereby represents and warrants that it is the sole and lawful owner of all claims, matters, and causes of action it is releasing or dismissing pursuant to this Agreement. Froedtert Hospital represents and warrants that it has not assigned or transferred to anyone and will not assign or transfer to anyone any of the claims in the Case. Froedtert Hospital hereby agrees to indemnify and hold harmless the City from any claim, demand, damage, debt, liability, account reckoning, obligation, cost, expense, lien, action, or cause of action including payment of attorney's fees and costs actually incurred whether or not litigation be commenced based upon, in connection with, arising out of, resulting from, or occasioned by the breach or inaccuracy of the aforementioned warranties and representations in this Section 19 by Froedtert Hospital.
20. 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.
21. Entire Agreement. This Agreement, including the exhibits attached hereto and incorporated herein, states and constitutes the entire agreement of the Parties concerning the 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 negotiations of the Case.
22. Use of this Agreement. This Agreement shall not be filed with the court in the Case or in any other case or proceeding, except for the sole purpose of enforcing this Agreement. This Agreement or any terms of the Agreement or 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.
23. Waiver. No waiver of any breaches shall be deemed a continuing waiver of debt, breach or waiver of any other breach of this Agreement.
24. Amendments or Modifications. This Agreement may not be amended, modified, or altered in any manner whatsoever, except by further written agreement duly authorized and signed by the Parties.

25. Authorization to Sign Agreement. Each person signing this Agreement on behalf of either Party represents and warrants that the person holds the position indicated with 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 nor undertaking to which the Party is bound.
26. Reading of Agreement. Each person signing this Agreement on behalf of either Party acknowledges that the person has read the 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.
27. 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 signatures delivered by facsimile transmission or by email delivery of a "PDF" format data file, such signatures 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.

**[SIGNATURE PAGES TO FOLLOW]**

Dated this 25<sup>th</sup> day of June, 2025.

**Froedtert Memorial Lutheran Hospital, Inc.**



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By: Dr. Imran Andrabi  
President & CEO of Froedtert ThedaCare  
Health, Inc., the sole member of Froedtert  
Memorial Lutheran Hospital, Inc.

City of Wauwatosa



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By: Dennis McBride

Its: Mayor



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By: Steve Braatz

Its: City Clerk



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By: John Ruggini

Its: Finance Director



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By: Jennifer Tate

Its: City Attorney (approved as to form and execution)

**EXHIBIT A**

STATE OF WISCONSIN  
CIRCUIT COURT  
MILWAUKEE COUNTY

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FROEDTERT MEMORIAL LUTHERAN  
HOSPITAL, INC., FROEDTERT HEALTH, INC.,  
and FROEDTERT THEDACARE HEALTH,  
INC., f/k/a FROEDTERT HEALTH INC.,

Plaintiffs,

Case No. 2021-CV-7366

v.

CITY OF WAUWATOSA,

Defendant.

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**STIPULATION FOR DISMISSAL**

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IT IS STIPULATED by the parties, through their respective counsel, as follows:

This action shall be dismissed with prejudice and without costs and fees to any party.

The parties have entered into a separate Settlement Agreement resolving, among other things, the claims raised in this action. This Court shall retain jurisdiction and competency over the issues presented in the Settlement Agreement.

IT IS FURTHER STIPULATED that an Order to this effect may be entered immediately, without further notice to either party.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2025.

**VON BRIESEN & ROPER, S.C**

By: Electronically signed by

Alan Marcuvitz, SBN 1007942

Steven L. Nelson, SBN 1009779

Barry R. White, SBN 1020117

Katie L. Bireley, SBN 1106622

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[katie.bireley@vonbriesen.com](mailto:katie.bireley@vonbriesen.com)

*Attorneys for Plaintiffs*

Dated this \_\_\_\_ day of \_\_\_\_\_, 2025.

**SEIBEL LAW OFFICES LLC**

By: Electronically signed by

Amy R. Seibel, SBN 1006166

11520 N. Port Washington Road, Suite 4

Mequon, WI 53092

Ph: 414-881-4262

Email: [ars@amylawoffices.com](mailto:ars@amylawoffices.com)

*Attorneys for Defendant*

STATE OF WISCONSIN  
CIRCUIT COURT  
MILWAUKEE COUNTY

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FROEDTERT MEMORIAL LUTHERAN  
HOSPITAL, INC., FROEDTERT HEALTH, INC.,  
and FROEDTERT THEDACARE HEALTH,  
INC., f/k/a FROEDTERT HEALTH INC.,

Plaintiffs,

Case No. 2021-CV-7366

v.

CITY OF WAUWATOSA,

Defendant.

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**ORDER FOR DISMISSAL**

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IT IS HEREBY ORDERED that this matter is dismissed with prejudice, without costs to  
either party.

EXHIBIT B

Hospital			
Level	Total Sq Ft	Jan 1, 2025 Taxed Sq Ft	Jan 1, 2025 % Assessed
LL - EL145	36,711	0	0%
1 - EL160	170,653	0	0%
2 - EL178	177,727	2,193	1%
3 - EL196	168,888	0	0%
4 - EL214	137,949	0	0%
5 - EL232	93,449	0	0%
6 - EL250	35,487	0	0%
7 - EL265	23,192	0	0%
8 - EL280	23,192	0	0%
9 - EL296	23,192	0	0%
Totals	890,440	2,193	0.25%

Clinical Cancer Center (CCC)			
Level	Total Sq Ft	Jan 1, 2025 Taxed Sq Ft	Jan 1, 2025 % Assessed
LL - EL145	12,693	0	0%
1 - EL160	10,082	0	0%
2 - EL178	69,655	23,766	34%
3 - EL196	76,980	20,817	27%
4 - EL214	70,659	23,775	34%
5 - EL232	69,449	11,904	17%
Totals	309,518	80,262	26%

Lab Building			
Level	Total Sq Ft	Jan 1, 2025 Taxed Sq Ft	Jan 1, 2025 % Assessed
BSMT - EL132	12,708	0	0%
LL - EL145	39,106	31,789	81%
1 - EL160	36,477	36,477	100%
2 - EL178	34,740	26,716	77%
Totals	123,031	94,982	77%

Center For Advanced Care (CFAC)			
Level	Total Sq Ft	Jan 1, 2025 Taxed Sq Ft	Jan 1, 2025 % Assessed
1 - EL160	51,514	0	0%
2 - EL178	57,067	6,575	12%
3 - EL196	63,347	311	0%
4 - EL214	58,047	0	0%
5 - EL232	58,491	3,736	6%
6 - EL250	55,234	0	0%
7 - EL265	37,139	0	0%
8 - EL280	37,192	0	0%
9 - EL316	37,193	0	0%
10 - EL332	37,183	0	0%
11 - EL348	37,579	0	0%
12 - EL364	36,739	0	0%
Totals	566,725	10,622	2%

Specialty Clinics			
Level	Total Sq Ft	Jan 1, 2025 Taxed Sq Ft	Jan 1, 2025 % Assessed
LL - EL145	94,366	0	0%
1 - EL160	87,705	2,920	3%
2 - EL178	87,919	9,396	11%
3 - EL196	86,121	31,361	36%
4 - EL214	81,803	64,626	79%
5 - EL232	81,537	72,767	89%
Totals	519,451	181,070	35%

Sargeant Health			
Level	Total Sq Ft	Jan 1, 2025 Taxed Sq Ft	Jan 1, 2025 % Assessed
1 - EL123	24,727	24,727	100%
2 - EL132	24,727	24,727	100%
Totals	49,454	49,454	100%

Pharmacy and Bank Space			
Building	Level	Use	Total Taxed Sq Ft
CCC	2 -EL178	Retail Pharmacy	801
CFAC	3 - EL196	Retail Pharmacy	311
Hospital	2 - EL178	Retail Pharmacy	2,193
Specialty Clinic	1 - EL160	Retail Pharmacy	2,185
Specialty Clinic	1 - EL160	Bank	735

Pavilion Building			
Level	Total Sq Ft	Jan 1, 2025 Taxed Sq Ft	Jan 1, 2025 % Assessed
SUBBSMT - EL123	5,376	0	0%
BSMT - EL132	21,874	0	0%
LL - EL145	25,857	8,212	32%
1 - EL160	14,057	681	5%
2 - EL178	14,362	0	0%
2.5 - EL184	14,525	6,610	46%
3 - EL196	15,230	2423	16%
4 - EL214	14,274	0	0%
4.5 - EL220	11,767	0	0%
Totals	137,322	17,926	13%

Bluemound Campus - Rehab Hospital			
Level	Total Sq Ft	Jan 1, 2025 Taxed Sq Ft	Jan 1, 2025 % Assessed
LL	13,253	0	0%
1 Flr	55,143	2,467	4%
2 Flr	54,291	0	0%
Bluemound Campus - Clinics Building			
1 Flr	17,394	17,394	100%
2 Flr	15,903	15,903	100%
3 Flr	16,112	16,112	100%
Totals	172,096	51,876	30%

Assessed Values				
	Assessed Value	Total Sq Ft	Jan 1, 2025 Taxed Sq Ft	Jan 1, 2025 % Assessed
MAIN CAMPUS				
CCC	\$39,911,500	309,518	80,262	26%
Sargeant	\$24,727,000	49,454	49,454	100%
Lab	\$47,491,000	123,031	94,982	77%
Pavilion	\$8,963,000	137,322	17,926	13%
Hospital	\$493,400	890,440	2,193	0.25%
CFAC	\$5,225,500	566,725	10,622	2%
Specialty Clinics	\$89,695,300	519,451	181,070	35%
Proton Therapy	\$0	16,276	0	0%
TOTALS	\$216,506,700	2,612,217	436,509	17%
Bluemound	\$21,677,400	172,096	51,876	30%
COMBINED TOTALS	238,184,100	2,784,313	488,385	17%

*\*Parking structures necessary for the use of the improvements will be assessed at \$0.*

*\*\*The new construction Froedtert Tower will be addressed under Paragraph 9, Material Change in Property, of the Settlement Agreement.*

*\*\*\*The Pharmacy and Bank Space square footage is included in the buildings indicated total square feet.*