

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered into on the 29th day of July in 2025 (herein referred to as the “Effective Date”) by and between:

Francis Mader, Member of **GEM Family, LLC** and **Mueller Farm Development, LLC** (identical owners) – both located at 19 Corn Silk Court, Wrightstown, WI 54180 | Phone (920) 585-4390 (herein referred to as “Party A”) and

Scott Handschke, Village President, **Village of Harrison** – W5298 State Rd 114, Harrison WI 54952 | Phone (920) 841-6415 and Meghan Winkler, Village Clerk, **Village of Harrison** – W5298 State Rd 114, Harrison WI 54952 | Phone (920) 989-1062 ext. 103 (herein referred to as “Party B”).

Parties may be referenced individually as “Party” and collectively as “Parties.”

PURPOSE

The purpose of this MOU is to establish a good-faith foundation between the Parties for future collaborative efforts that are mutually beneficial. The Parties agree to work together in a cooperative and coordinated manner to achieve each Party’s individual goals and the collective goals of both Parties.

This MOU is designed to detail the specifics of the working relationship between the Parties to the mutual benefit of the Parties and the communities they serve.

DURATION OF MOU

This MOU becomes effective on the date it is signed by both parties. It remains in force until all conditions as outlined here-in are met.

ROLES AND RESPONSIBILITIES

To achieve both Parties’ mutual desires, each party agrees to the following roles and responsibilities:

Party A Roles and Responsibilities shall include:

1. Provide a sewer and water easement right-of-way through Parcel Number 33528 and located within the designated (future roadway) area as indicated on Exhibit A (work-in-process). It is understood that:
 - a. Sewer and water construction will not begin until the 2025 crop planted on this parcel has been harvested.
 - b. The future development of this parcel (33528) will have “hook up” access to this sewer and water line.
 - c. The charge to the Village for this easement right-of-way will be \$30,000 per acre with McMahon and Associates providing the number of easement acres. Work done by McMahon on behalf of GEM Family, LLC for the 3 approximately 40-acre parcels (see Party B Roles and Responsibilities) will be deducted from this charge. Any remaining positive balance will be owed by the Village to GEM and any remaining negative balance will be owed by GEM to the Village.

Party B Roles and Responsibilities shall include:

1. Collaborate to result in a recorded developer's agreement for the 37.47-acre Parcel Number 33528 off of Woodland Road and through which the 30-foot sewer and water easement will run.
2. Provide GEM Family, LLC via McMahon Associates a plot development layout for the two "approximately" 40-acre parcels:
 - a. One east of Farmers Field (Parcel Numbers 33510 & 33512)
 - b. One east of the 40-acre parcel through which the easement runs (Parcel Numbers 33530 & 33532)
3. The Village of Harrison currently has a requirement in place which prevents McMahon Associates from performing certain work on behalf of GEM Family, LLC. The Village agrees to waive the Village policy that McMahon cannot work on private developments being the Village Engineer. In this case it makes sense to McMahon to assist the private development layout as well as represent the Village as the Village Engineer. In waiving this requirement McMahon understands that a different project manager would be assigned to the project than Lee Reibold who represents the Village for items 1 and 2 above.
4. Cancel existing easement relating to the Farmers Field retention pond or formalize use of the retention pond for GEM Family, LLC (or related family entity) development use.
5. Collaborate to result in a recorded developer's agreement for the 20-acre Parcel Number 33598 off of Woodland Road, currently under development by Mueller Farm Development, LLC, i.e. the same owners as GEM Family, LLC.

Parties agree to uphold their roles and responsibilities in a committed, good-faith manner.

AMENDMENTS

The terms of this MOU may be amended upon written approval by both original parties and their designated representatives.

The undersigned Parties acknowledge and agree to this MOU:

SIGNATURES

GEM Family, LLC Dated: _____

	Francis Mader	Member
Signature	Print Name	Title

Village of Harrison Dated: _____

	Scott Handschke	Village President
Signature	Print Name	Title

Village of Harrison Dated: _____

	Meghan Winkler	Village Clerk
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Signature	Print Name	Title
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