

MEMORANDUM OF UNDERSTANDING

HAWK'S CREEK

This Memorandum of Understanding (“**Agreement**”) is made and entered into on this day of July 8, 2025 (“**Effective Date**”), by and between **Weekley Homes, LLC**, a Delaware limited liability company, or its assigns (“**Developer**”), and the **Board of Commissioners of Hendricks County, Indiana** (“**Commissioners**”). Developer and Commissioners are sometimes referred to as the “**Parties**”.

WITNESSETH:

WHEREAS, Developer desires to develop a residential development consisting of not more than 117 single-family homes (western section) in Brown Township, Hendricks County, Indiana, known as Hawk’s Creek (the “**Development**”);

WHEREAS, Developer intends to construct and install an access drive for the Development along County Road 800 North (the “**Access Drive**”);

WHEREAS, Developer has obtained a Traffic Impact Study, prepared by A&F Engineering Co., LLC and dated July 2024 (the “**Traffic Study**”) for the Development;

WHEREAS, the Traffic Study finds, among other things, that all approaches to the Access Drive will operate at acceptable levels of service during the AM and PM peak hours with the following intersection conditions: (i) construction of the Access Drive with one inbound and one outbound lane, and (ii) the intersection should be stop-controlled with the Access Drive stopping for County Road 800 North;

WHEREAS, the Development is located entirely within the Town Brownsburg;

WHEREAS, since the county road provides ingress and egress to the Development a driveway permit is required to be issued by the County;

WHEREAS, the Commissioners believe that additional right-of-way and road improvements will be needed in the future along County Road 800 North, including without limitation acceleration and deceleration lanes and passing blisters; and

WHEREAS, Developer has agreed to contribute funds sufficient to pay a portion of the cost of such right-of-way and road improvements to County Road 800 North;

NOW THEREFORE, the Parties agree as follows:

AGREEMENT

1. Incorporation. The Recitals above are incorporated herein by reference.
2. Developer Obligations. Developer agrees to:

a. At such time that Developer prepares construction plans for the Development, Developer shall prepare construction plans for the road improvements shown on the attached Exhibit A (the “**Road Improvements**”).

b. At such time that Developer prepares construction plans for the Development, Developer shall have estimates prepared for the cost of the Road Improvements, which estimates shall include the cost right-of-way acquisition, acceleration lanes, deceleration lanes, passing blister, utility relocation, and drainage improvements, in the area depicted on Exhibit A (the “**Road Improvements Estimate**”).

c. At such time that Developer obtains a land disturbance permit for the Development, Developer shall pay the amount of the Road Improvements Estimate to Commissioners.

3. Commissioners’ Obligations. Commissioners agree to:

a. Construct the Road Improvements at such time that Hendricks County makes improvements to County Road 800 North adjacent to and near the Access Drive.

4. Applicable Laws. This Agreement shall be subject to, governed by, and construed under the laws of State of Indiana.

5. Severability. The illegality, invalidity or unenforceability under law of any covenant, restriction, condition or other provision of this Agreement shall not impair or affect in any manner the validity, enforceability or effect of the remaining provisions of this Agreement.

6. Notice. All notices, requests or other communications hereunder shall be effective upon receipt, shall be in writing and shall be delivered in person or by first class or certified mail, postage prepaid, by overnight courier service or by electronic mail to the parties at the following addresses or at such other address as either party may hereafter furnish to the other in accordance herewith:

If to Developer:

Weekley Homes, LLC
9310 N. Meridian Street
Indianapolis, Indiana 46260
Attn: Ed Freeman, Senior Land Acquisition Manager
EFreeman@dwhomes.com

If to Commissioners:

Hendricks County Board of Commissioners
Hendricks County Government Center
355 S. Washington Street, #100
Danville, Indiana 46122
Attn: Board President

With a copy to:

Gregory E. Steuerwald
Steuerwald, Witham & Youngs, LLP
106 N. Washington Street
P.O. Box 503
Danville, Indiana 46122
Email: gsteuerwald@swylawyers.com

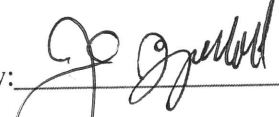
7. Modification. This Agreement may not be modified or amended, except pursuant to a written agreement in recordable form executed by each of the parties hereto.
8. Authority. Each person signing this Agreement on behalf of a party represents that he/she is duly authorized to do so, and that when executed, this Agreement shall be the duly executed, valid and binding agreement of such party.
9. Entire Agreement. The Parties agree that this Agreement represents the entire and integrated agreement between the Parties. It supersedes all prior and contemporaneous communications, representations, whether written or oral, relating to the subject matter of this Agreement. This Agreement may be modified only by written amendments signed by the Parties hereto.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties:

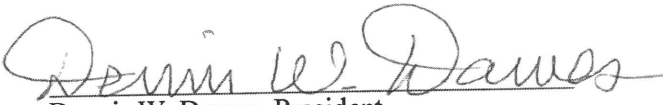
“Developer”

Weekley Homes, LLC, a Delaware limited liability company

By: 
Name: John Burchfield
Title: VP & General Counsel

Dated: July 25, 2025

“Commissioners”


Dennis W. Dawes, President

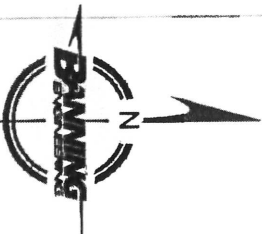
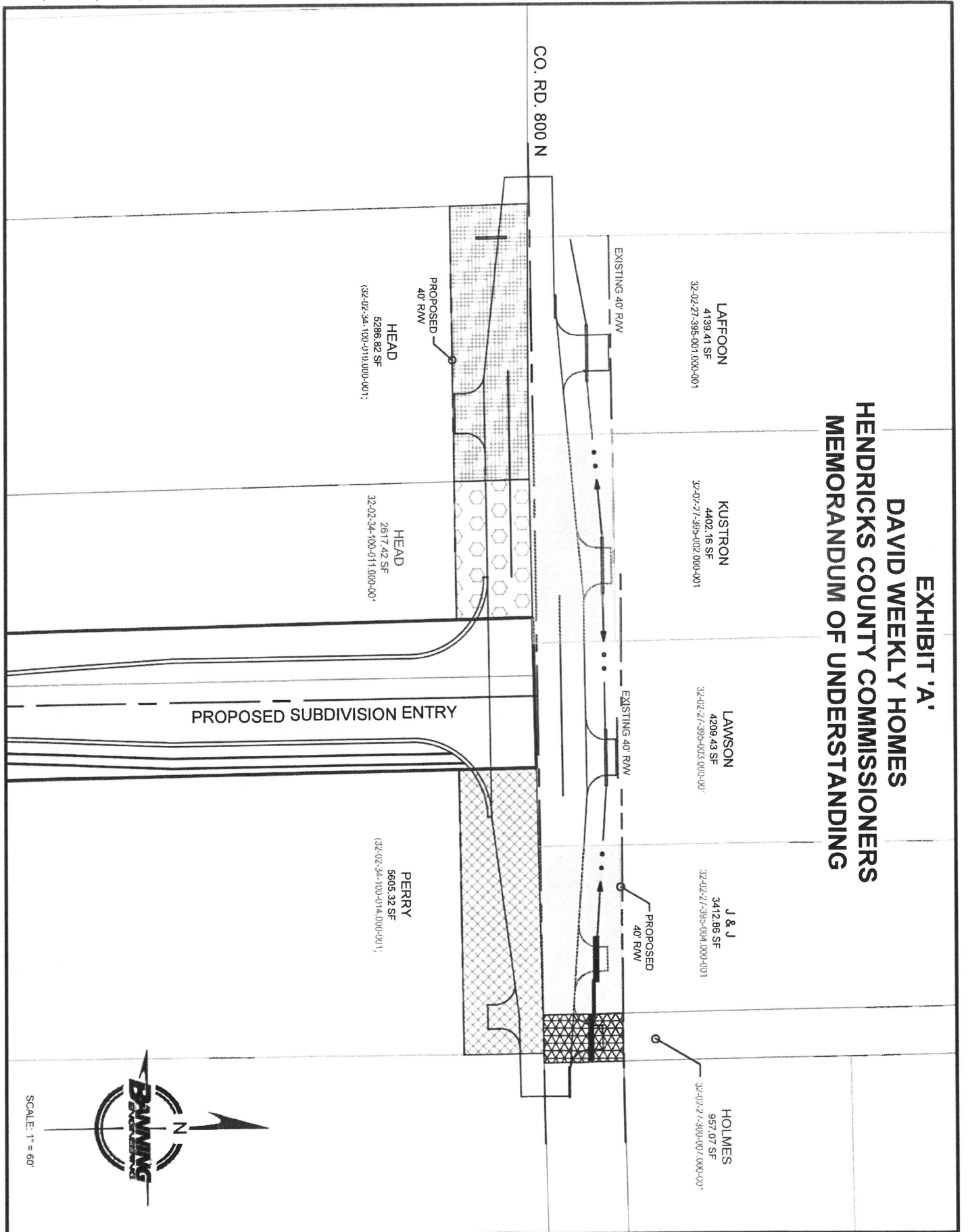
Dated: July 23, 2025

EXHIBIT 'A'

DAVID WEEKLY HOMES

HENDRICKS COUNTY COMMISSIONERS

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SCALE: 1" = 60'