

ROAD IMPROVEMENT PROJECT AGREEMENT  
(Expansion of County Road 57)

THE STATE OF TEXAS     §  
  §  
COUNTY OF BRAZORIA   §

THIS ROAD IMPROVEMENT PROJECT AGREEMENT (this “**Agreement**”) is made effective as of \_\_\_\_\_, 2025 (the “**Effective Date**”), by and between THE CITY OF IOWA COLONY, TEXAS (“**City**”), and ASTRO STERLING LAKES NORTH, L.P., a Delaware limited partnership (“**Developer**”).

**RECITALS**

WHEREAS, the City and Developer (as successor-in-interest to Land Tejas Companies, a Texas corporation, Sterling Lakes Iowa Associates, a Texas joint venture, and Iowa Colony Sterling Lakes, Ltd., a Texas limited partnership) are parties to that certain Development Agreement dated November 12, 2003, as amended by that certain First Amendment to Development Agreement dated June 17, 2013, that certain Second Amendment to Development Agreement dated September 15, 2014, that certain Amendment to Development Agreement dated July 19, 2021, and that certain Amendments to Development Agreements for Sterling Lakes and Sierra Vista dated August 15, 2022 (as amended, the “**Development Agreement**”), which, among other matters, requires that Developer perform certain future improvements to Cedar Rapids Parkway, also known as County Road 57 (“**CR 57**”), in connection with its development of the Sterling Lakes North Subdivision (the “**Subdivision**”);

WHEREAS, under the Development Agreement, Developer is required to expand a half boulevard section (two lanes) of CR 57 located adjacent to the Subdivision for a distance of approximately 1,320 linear feet, as generally depicted in **Exhibit “A”** attached hereto (the “**Expansion Work**”); and

WHEREAS, pursuant to the terms of this Agreement, the City and Developer wish to set forth their agreement regarding their respective obligations in connection with the completion of the Expansion Work under the Development Agreement;

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00), the receipt and sufficiency of which is hereby acknowledged, as well as the mutual promises and benefits herein contained, the parties hereby agree as follows:

**AGREEMENT**

1. In lieu of Developer performing the Expansion Work as required under the Development Agreement, the City hereby agrees to accept a contribution from Developer in the amount of \$754,800.00 (the “**Contribution**”) to be used by the City to cause the Expansion Work to be constructed. The Contribution is based on the projected costs of performing the Expansion Work as detailed in the engineer’s opinion of probable costs attached hereto as **Exhibit “B”**. The

Contribution to be paid by Developer is a fixed amount, regardless of whether the actual cost incurred by the City to complete the Expansion Work is more or less than the amount of the Contribution. Within seven (7) days after the Effective Date, Developer will pay the Contribution to the City, and upon receipt of such payment, the City acknowledges and agrees that Developer will have satisfied all of its obligations relating to the construction of any improvements to CR 57 required under the Development Agreement. Additionally, within seven (7) days after the City's receipt of the Contribution, the City will execute and release the final plat of Karsten Boulevard North PH IV & Sterling Lakes Drive Street Dedication & Reserves for recordation.

2. This Agreement shall be governed by, and interpreted in accordance with, the laws of the State of Texas, without giving effect to its conflict of laws provision, and venue for resolution of disputes shall lie in Brazoria County, Texas.

3. All notices and communications hereunder shall be in writing and shall be deemed to have been duly given if delivered in person, by email, by an overnight service, such as Federal Express, or deposited in the United States mail by registered or certified mail, postage prepaid, properly addressed as follows:

If to Developer:       Astro Sterling Lakes North, L.P.  
2450 Fondren Rd., Suite 210  
Houston, Texas 77063  
Attn: Brian Stidham  
Email: bstidham@starwoodland.com

If to City:             City of Iowa Colony, Texas  
c/o City Secretary  
3144 Meridiana Pkwy  
Iowa Colony, Texas 77583  
Attn: Mayor Wil Kennedy  
Email: krosser@iowacolonytx.gov

Notice deposited in the United States mail in the manner hereinabove described shall be effective upon the earlier of actual receipt or three (3) business days after being deposited in the mail. Notice by overnight courier shall be effective the following business day after it is sent and notice sent by electronic mail shall be effective upon confirmed transmission to the applicable email address.

4. This Agreement constitutes the entire agreement of the parties with respect to the matters described herein. This Agreement may not be amended, modified, altered or changed in any respect whatsoever except by further agreement in writing duly executed by the parties hereto.

5. No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the party against whom it is asserted and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.

6. Nothing contained in this Agreement shall constitute or be deemed or construed to create, and does not create, a partnership, joint venture or any like relationship between the parties hereto (or any other parties or affiliates thereof).

7. This Agreement may be executed in multiple, separate counterparts, each of which shall be deemed to be an original.

**EXHIBITS:**

Exhibit “A” – Depiction of Expansion Work

Exhibit “B” – Engineer’s Opinion of Probable Costs

*[Signature page follows.]*

IN WITNESS WHEREOF, the undersigned have executed this Agreement effective as of the Effective Date.

**CITY:**

CITY OF IOWA COLONY, TEXAS

By: \_\_\_\_\_  
Wil Kennedy, Mayor

ATTEST:

By: \_\_\_\_\_  
Kayleen Rosser, City Secretary

**DEVELOPER:**

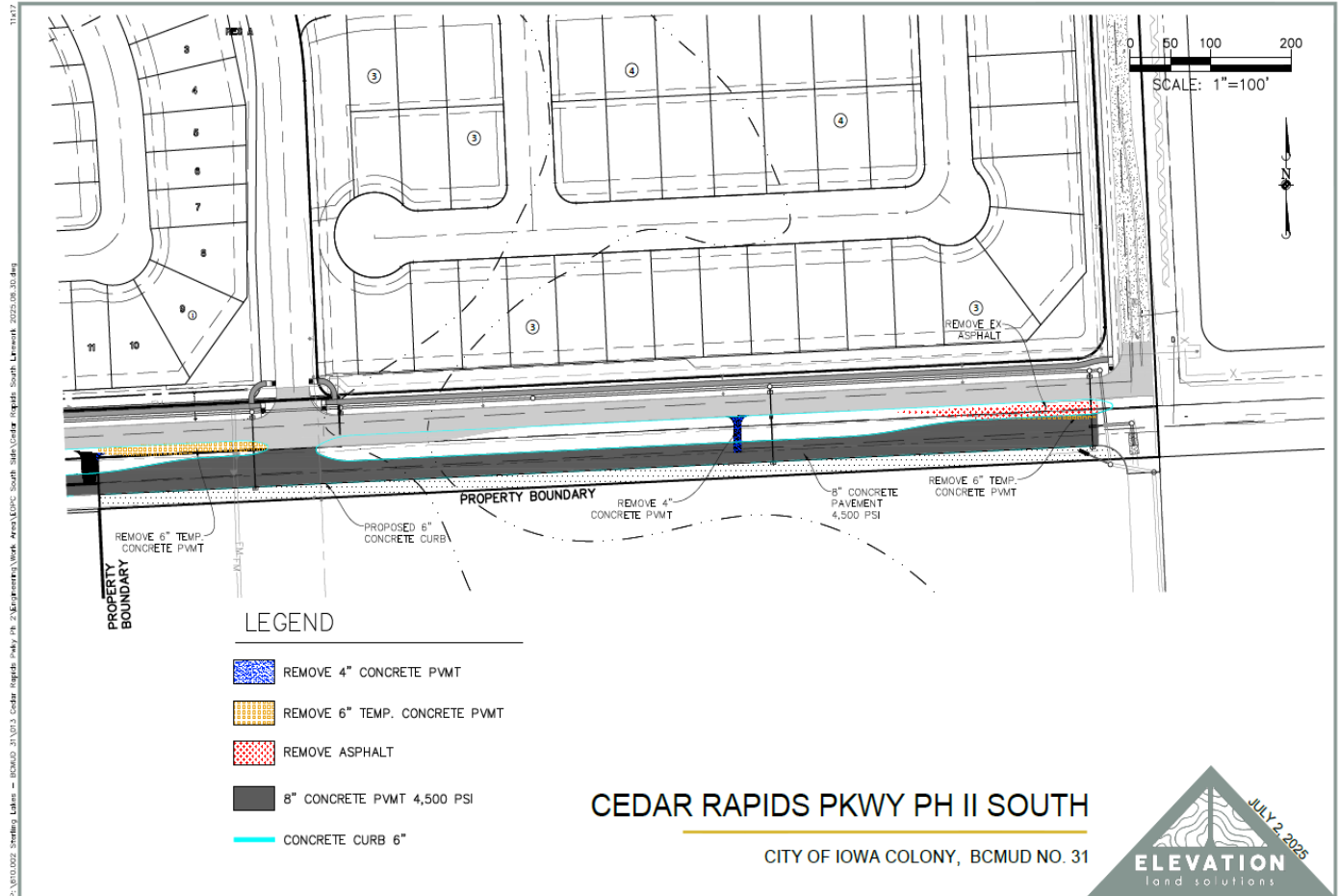
ASTRO STERLING LAKES NORTH, L.P.,  
a Delaware limited partnership

By: Astro Sterling Lakes North GP, L.L.C.,  
a Delaware limited liability company,  
its General Partner

By: \_\_\_\_\_  
Name: Brian Stidham  
Title: Authorized Signatory

## EXHIBIT "A"

### Depiction of Expansion Work



## EXHIBIT "B"

### Engineer's Opinion of Probable Cost



#### ENGINEER'S OPINION OF PROBABLE COST

STERLING LAKES NORTH

CITY OF IOWA COLONY

10/11/2023

CEDAR RAPIDS PKWY - SOUTH

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
<b>STORM SEWER IMPROVEMENTS</b>					
1.	RCP Storm Sewer - Lead - 24"	150	LF	\$ 91	\$ 13,650
2.	Inlet - Type C	3	EA	3,990	11,970
3.	Connect to Existing Storm Sewer	3	EA	760	2,280
4.	Remove Plug and Tie In to Existing Storm Sewer Stub	3	EA	420	1,260
5.	Remove Existing Storm Sewer Inlet	1	EA	460	460
<b>STORM SEWER IMPROVEMENTS - SUB TOTAL</b>					<b>\$ 29,620</b>
<b>ADDITIONAL WS&amp;D ITEMS</b>					
1.	Trench Safety	150	LF	\$ 1.00	\$ 150
2.	Spread and Compact Utility Spoil Onsite	178	CY	4.00	712
3.	Stabilized Construction Entrance	1	EACH	1,793	1,793
4.	Concrete Washout Area (Installation and Removal)	1	EACH	1,313	1,313
5.	SWPPP	1	LS	2,300	2,300
6.	SWPPP Maintenance	1	LS	650	650
7.	Stage I & II Inlet Protection Barrier	3	EACH	79	237
8.	Vegetation - Dry Application Hydromulch	1	AC	2,310	2,310
9.	Reinforced Filter Barrier	2,440	LF	2.00	4,880
10.	Construction Staking	1	LS	1,500	1,500
11.	Move-in, Start-up and Bonds (5%)	1	LS	3,800	3,800
<b>ADDITIONAL WS&amp;D ITEMS - SUB TOTAL</b>					<b>\$ 19,645</b>
<b>TOTAL CONSTRUCTION COST</b>					<b>\$ 49,300</b>
<b>Contingency (20%)</b>					<b>\$ 9,900</b>
<b>Engineering (15%)</b>					<b>\$ 7,400</b>
<b>Construction Materials Testing and Construction Observation (8%)</b>					<b>\$ 4,000</b>
<b>PROJECT TOTAL</b>					<b>\$ 70,600</b>

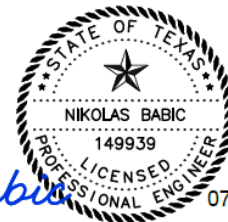
Prepared By: Elevation Land Solutions

9709 Lakeside Boulevard, Suite 200  
The Woodlands, Texas 77381

#### NOTES

\*Unit Prices included are the average of bids collected from 03/29/2023 to 10/11/2023

<sup>1)</sup> This Engineer's Opinion of Probable Cost is made on the basis of Engineer's experience and qualifications using plan quantities and represents Engineer's best judgment as an experienced and qualified professional engineer generally familiar with the construction industry. However, since the Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, or over quantities of work actually performed, Engineer cannot and does not guarantee that proposals, bids or actual Construction Cost is limited to those items stated herein and does not include permit fees, recapture costs, consultant fees, landscaping, dewatering, maintenance, bonds or the like.



*N Babic*

07/03/2025

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Texas Board of Professional Engineers Registration No. F-22671 | Texas Board of Professional Land Surveying Registration No. 10194692  
9709 Lakeside Blvd., Suite 200, The Woodlands, TX 77381 | 832.823.2200 | elevationlandsolutions.com



**ENGINEER'S OPINION OF PROBABLE COST**  
**STERLING LAKES NORTH**  
**CITY OF IOWA COLONY**  
**10/11/2023**  
**CEDAR RAPIDS PKWY - SOUTH**

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
<b>PAVING IMPROVEMENTS</b>					
1.	Roadway Excavation and Spread & Compact On-Site	1,361	CY	\$ 4.00	\$ 5,444
2.	12" Subgrade Preparation	4,355	SY	4.00	17,420
3.	Lime for 12" Subgrade	225	TON	331	74,475
4.	Reinforced Concrete Pavement - 8" (4,500 PSI)	4,085	SY	63	257,355
5.	Concrete Curb - 6"	3,660	LF	4.00	14,640
6.	Remove 6" Temporary Concrete Pavement	330	SY	10	3,300
7.	Remove 4" Concrete Pavement	50	SY	10	500
8.	Remove Existing Asphalt	305	SY	3	915
9.	Pavement Tie-In	100	LF	18	1,800
10.	Traffic Buttons, Striping, and Markings	1	LS	6,200	6,200
11.	5' Concrete Sidewalk	1,245	LF	25	31,125
12.	Import Fill Material	1050	CY	12	12,600
13.	Sign - Street	3	EACH	651	1,953
14.	Traffic Control Plan	1	LS	3,200	3,200
15.	Construction Staking	1	LS	3,000	3,000
16.	As-Built Topo (1%)	1	LS	8,100	8,100
17.	Move-in, Start-up and Bonds (5%)	1	LS	36,300	36,300

**TOTAL CONSTRUCTION COST** \$ **478,400**  
**Contingency (20%)** \$ **95,700**  
**Engineering (15%)** \$ **71,800**  
**Materials Testing and Geotech (8%)** \$ **38,300**  
**PROJECT TOTAL** \$ **684,200**

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