

DEVELOPERS AGREEMENT
FOR CONTRIBUTIONS TO
TRANSPORTATION IMPROVEMENTS PROJECT

This Agreement is made by and between the **County of Brazoria, Texas**, a political subdivision of the State of Texas (the "County"), and **Arcosa Stabilized Materials, LLC** ("Arcosa") a limited liability company, authorized to do business in Texas, pursuant to Commissioners Court Order No. _____ dated _____, 2026 (the "Agreement"). The County and the Arcosa may hereinafter collectively be referred to as the Parties

RECITALS

WHEREAS, County Road 81, also known as Bullard Road (the "Road"), is a public road partially located within the city limits of the Iowa Colony ("City");

WHEREAS, the Road is also partially located in the unincorporated limits of Brazoria County and is a County maintained road;

WHEREAS, a portion of the Road has deteriorated over time and is in need of complete reconstruction;

WHEREAS, by way of this Agreement, Brazoria County and Arcosa wish to formalize their agreement to reconstruct the Road pursuant to County standards.

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration to it in hand paid by Arcosa, the receipt and sufficiency of which is hereby acknowledged, as well as the mutual promises and benefits herein contained, the County and Arcosa hereby agree to jointly participate in the reconstruction of a portion of County Road 81 also known as Bullard Road in accordance with the terms and conditions set forth herein:

AGREEMENT

The Parties' obligations hereunder are as follows:

Project:

Reconstruct County Road 81, also known as Bullard Road, between County Road 48, also known as Iowa Colony Boulevard, and CR 383, also known as Karsten Road, (approximately 5200 feet) (hereinafter the "Project") (Exhibit "A").



County's Obligations:

1. Reconstruct County Road 81 also known as Bullard Road between County Road 48, also known as Iowa Colony Boulevard, and CR 383, also known as Karsten Road, (approximately 5200 feet) to County Road Standards.
2. Invoice Arcosa \$135,000 upon signing this Agreement and then the remaining balance of \$136,478 after the work is completed.

Arcosa's Obligations:

1. Pay 100% of the estimated material costs for County to construct the Project.
2. Upon signing this Agreement, pay the County \$135,000.00, representing approximately half of the Project's estimated material costs of \$271,478.00.
3. After Project completion, pay the County the remaining balance of \$136,478 within 30 days of receiving the invoice.

GENERAL PROVISIONS

Entire Agreement. This Agreement contains the entire agreement of the Parties and supersedes all prior and contemporaneous understandings or representations, whether oral or written, respecting the subject matter hereof.

Amendments. Any amendment to the Agreement must be writing and signed by the authorized representatives of all Parties.

Assignment. Neither party may assign its rights and obligations under the Agreement either in whole or in part.

No Third-Party Beneficiaries. Except as expressly provided above, nothing herein shall be construed to confer upon any person other than the Parties hereto any rights, benefits or remedies under or by reason of this Agreement.

No Joint Venture, Partnership, Agency. This Agreement shall not be construed in any form or manner to establish a partnership, joint venture or agency, express or implied, or any employer-employee or borrowed servant relationship by and among the Parties hereto.

Governing Law. 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

Venue. Venue for any suit arising under this Agreement shall be Brazoria County, Texas.

Duplicate Originals. This Agreement may be executed in one or more duplicate originals, each of equal dignity.

Effective Date. This Agreement shall be effective on the later of the dates this Agreement is executed by the authorized representative of both Parties.

IJS

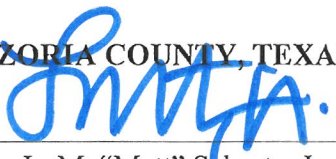
Warranty. By execution of this Agreement, the County and the Arcosa warrant that the duties accorded herein are within their respective powers and authority.

County and Arcosa desire to cause to have constructed the Project on behalf of the County and Arcosa.

Executed this _____ day of _____, 2026.

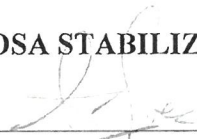
BRAZORIA COUNTY, TEXAS

By: _____


L. M. "Matt" Sebesta, Jr.
County Judge

ARCOSA STABILIZED MATERIALS, LLC

By: _____


Type Name: Ivan Stou
Title: President

Dated: _____

Dated: 4/16/2026

