



REIMBURSEMENT AGREEMENT

This Reimbursement Agreement is made and entered into this 24 day of February, 2025 by and between Grande Communications Networks, LLC d/b/a Astound Broadband "Astound" having an address at 1100 E Howard Lane, Bldg 6, Austin, TX 78753 and City of San Marcos ("Reimbursor") having an address at 630 E. Hopkins San Marcos Tx. 78666. The signatories to this Agreement shall be referred to individually as a "Party" and collectively the "Parties".

Reimbursor has submitted a request to relocate utility facilities located at

Behind 401 Carlson Circle San Marcos Tx. 78666

The required scope of work consists of: The City of San Marcos is forcing Astound Broadband to relocate underground facilities to include five large count fiber cables and two large count copper cables. Once all fiber and copper cables has been spliced, the wreckout of 100ft of all underground fiber/copper cables and conduit will begin.

The cost of the scope of work is estimated to be \$ 120,988.24 and is due upon receipt of the invoice.

In situations where changes in scope of work or modifications are required due to field conditions and these changes will have an impact on the estimate, Astound shall provide written notice to Reimbursor that costs will exceed the estimate. Any change must be communicated and approved by both Parties in writing. Upon Reimbursor's written acceptance, Reimbursor will be invoiced for additional costs which will be paid within thirty (30) days upon the project's completion.

The obligations of Astound are subject to force majeure and Astound shall not be in default of this Agreement if any failure or delay in performance is caused by strike or other problems; accidents, acts of God; fire, flood; adverse weather conditions; material or facility shortages or unavailability; the imposition of any governmental codes, ordinances, laws, rules, regulations or restrictions, including without limitation the necessity of obtaining permits or environmental assessments or environmental approvals; condemnation or the exercise of rights of eminent domain; war, civil disorder or acts of terrorism; or any other cause beyond the reasonable control of Astound.

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

In WITNESS WHEREOF, the undersigned has executed this Agreement as of the date of signature set forth below.

Reimbursor

Signed:_____

Name_____

Title_____

Date_____

Phone_____

Email_____

Reimbursor Billing Contact:

Name_____

Address_____

City, State, Zip_____

Phone_____

Email_____

**Grande Communications Networks, LLC
d/b/a Astound Broadband**

Signed:_____

Name_____

Title_____

Date_____