

**AMENDMENT NO. 1 TO
ELECTRIC UTILITY FRANCHISE AGREEMENT**

This First Amendment to Electric Utility Franchise Agreement (“Amendment”) is entered into between the City of Austin, Texas, acting through its municipal electric utility, Austin Energy (“AE”), and the City of Rollingwood, Texas (“the City”), both collectively referred to as “the Parties.”

WHEREAS, the City and AE are party to an Electric Utility Franchise Agreement dated March 1, 2011 (the “Franchise Agreement”); and

WHEREAS, the Parties desire to extend the term of the Franchise Agreement for an additional ten years;

THEREFORE, the Parties agree as follows:

1. Subsection 1.1 of the Franchise Agreement is amended to read as follows:

The City hereby grants AE, for a term ending March 1, 2031, a franchise for the transmission, distribution, and sale of electricity within the City. AE may construct, operate and maintain in, upon, over, under, and across the present and future streets, alleys and public ways and places within the City all the facilities AE deems reasonably necessary for the provision of safe, reliable, and economical electric service (“AE Facilities”).

2. All other provisions of the Franchise Agreement are affirmed and shall remain in full force and effect through the term specified in Section 1 of this Amendment.

EFFECTIVE AS OF MARCH 1, 2021:

City of Rollingwood

City of Austin d/b/a Austin Energy

By: _____
Amber Lewis
City Administrator

By: Jackie A. Sargent
Jackie Sargent
General Manager