

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

140 Power Road, Grand Junction, CO 81507

This Temporary Construction Easement Agreement ("Agreement") is made and entered into this 28th day of February 2024 by and between Bottling Group, LLC, a Delaware Limited Liability Company, hereinafter referred to as "Owner" whose address is 1412 Main Street, Suite 1500, Dallas, Texas 75202, and the **City of Grand Junction, a Colorado home rule municipality**, hereinafter referred to as "City," whose address is 250 N. 5th Street, Grand Junction, Colorado 81501, hereinafter referred to as "City".

RECITALS:

- A. The City Council of the City has determined that constructing improvements for the Lake Road Lift Station, which includes retiring the Ridge's #1 Lift Station and Brach's Market Lift Station, construction of a new consolidated lift station south of Lake Road between Mitchell Road and Grant Road, and installation of new sanitary sewer lines and necessary appurtenances from approximately Highway 340 to the new Lake Road Lift Station site, from the Lake Road Lift station site to Power Road, and east across the Highway 340 bridge (Colorado River) to connect with existing sewer facilities (collectively, the "Project") is necessary for the health, safety and welfare of the inhabitants of the City.
- B. Owner is the owner of the parcel of land with an address of 140 Power Road, Grand Junction, CO 81507 as identified in the document recorded with Reception Number 1948160, in the Mesa County Clerk and Recorder's records ("Owner's Property"). The Project shall include the installation of some of the improvements on or adjacent to Owner's Property.
- C. To facilitate prudent and proper completion of the Project improvements, the City needs the Owner's permission to temporarily access and traverse the Owner's Property with workers and equipment in accordance with the terms and conditions of this Agreement and within the limits of the Owner's Property.

NOW, THEREFORE, based on the recitals above and in consideration of their mutual promises and other valuable consideration as herein stated, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

- 1. The Owner hereby grants and conveys to the City one (1) Temporary Construction Easement within the limits of the Owner's Property as depicted on the attached **Exhibit "A"** which is incorporated herein ("Easement Area"), to allow access for workers and equipment to facilitate installation, repair, and replacement of improvements associated with the Project during the term specified in paragraph 2.
- 2. The term of the City's use of the Temporary Construction Easement herein granted is nonexclusive, except that the Owner agrees that Owner or its successors, heirs, or assigns, shall not erect or construct any building or other permanent structure within the Easement Area or interfere with City's access, use or operation within the Easement without first obtaining written consent of the City's Manager or City's Utilities Director. The Temporary Construction Easement shall commence with written notice presented at least 48 hours prior to the commencement to Owner at Owner's address above by ordinary US mail (presentation complete upon mailing) or in person and shall expire at midnight 12 months from the date of presentation of the written notice to Owner.
- 3. This Agreement is temporary in nature and is not intended to affect the title of the Owner's Property. Owner shall be responsible for informing any successor, heir, or assignee of this Agreement.

4. As a condition of accepting this grant of Temporary Construction Easement, the City agrees, at the City's sole cost and expense, to reasonably repair and restore those portions of the Owner's Property affected or damaged by the City's construction activities and to return said affected areas to the Owner in a condition reasonably approximate to that which existed prior to entry by the City, except the City shall have no obligation to repair or replace any improvements, vegetation, trees or surface cover that were acquired by City as consideration for this Easement and/or other conditions as agreed in that Memorandum of Agreement between Owner and City dated February 28th.
5. This Agreement otherwise embodies the complete agreement between the parties hereto and cannot be changed or modified except by a written instrument subsequently executed by both parties. This Agreement and the terms and conditions hereof apply to and are binding upon the successors, heirs and authorized assigns of both parties.

Dated the day and year first above written.

Owner:
Bottling Group, LLC, a Delaware Limited Liability Company

BY: 

NAME: Andrew Halturin

TITLE: Director of Real Estate

State of New York)
) ss.
 County of Westchester)

The foregoing instrument was acknowledged before me this 28th day of February, 2024, by Andrew Halturin as Director of Real Estate of Bottling Group, LLC, a Delaware Limited Liability Company.


My commission expires 4.24.26.
 Witness my hand and official seal.

DEBORAH MILL
 NOTARY PUBLIC - STATE OF NEW YORK
 NO. 01M16144560
 QUALIFIED IN DUTCHESS COUNTY
 MY COMMISSION EXPIRES APRIL 24, 2026



 Notary Public

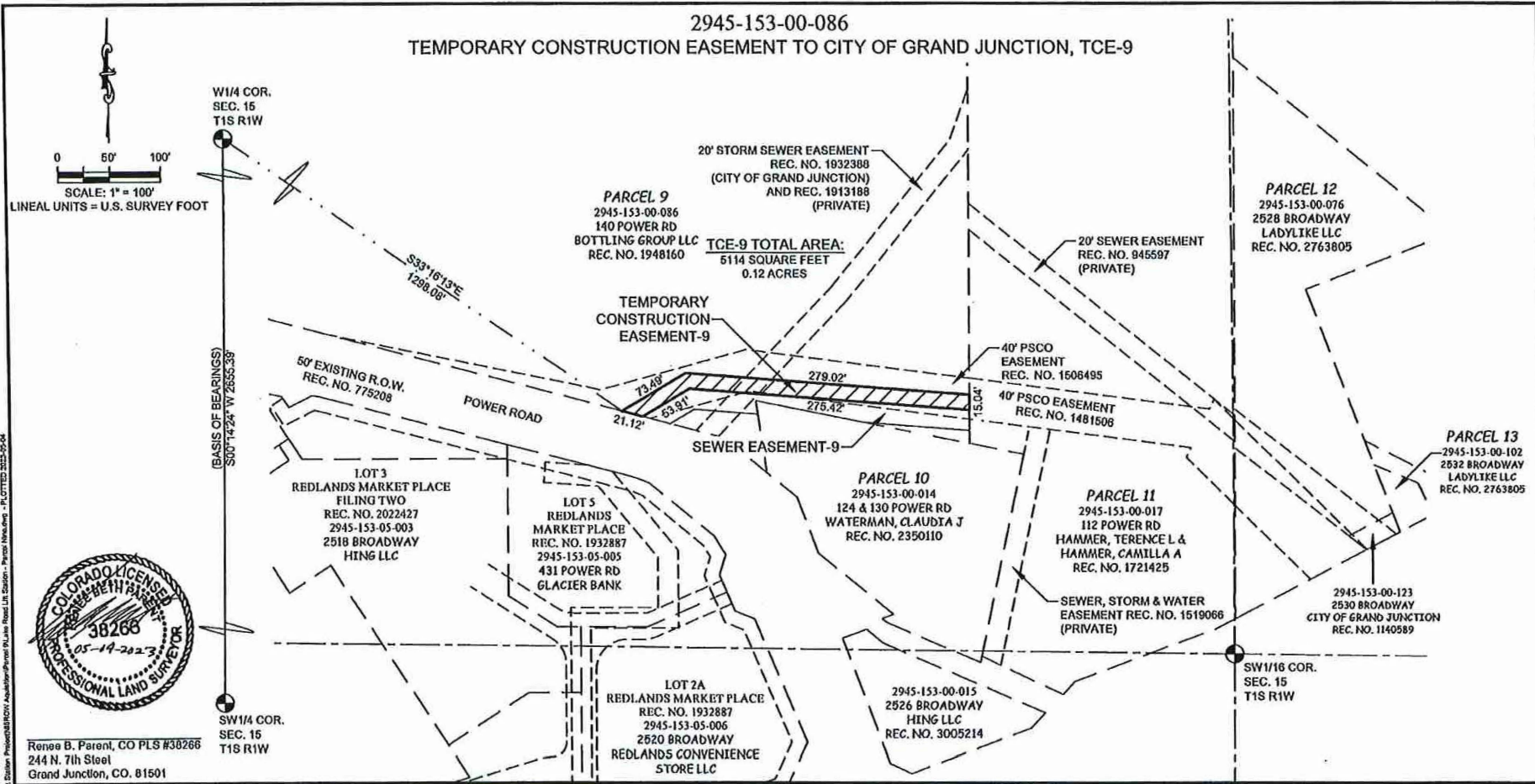
City of Grand Junction,
 a Colorado home rule municipality:



~~Randi Kim, Utilities Director~~
 Greg Claton, City Manager

EXHIBIT A

2945-153-00-086 TEMPORARY CONSTRUCTION EASEMENT TO CITY OF GRAND JUNCTION, TCE-9



ABBREVIATIONS

P.O.C.	Point of Commencement	Rec.	Recopion
P.O.B.	Point of Beginning	No.	Number
R.O.W.	Right-of-Way	RW	Right-of-Way
R.	Section	MPE	Multi-Purpose Easement
S.	Township	TCE	Temporary Construction Easement
R.	Range	U.M.	Ute Meridian
~	Approximately	PSCO	Public Service Company Of Colorado

The sketch & description shown herein have been derived from subdivision plats & deed descriptions as they appear in the office of the Mesa County Clerk & Recorder & monuments as shown. This sketch does not constitute a legal boundary survey, & is not intended to be used as a means for establishing or verifying property boundary lines.

DRAWN BY: MJH
DATE: 04-25-2023
REVIEWED BY: RBP
APPROVED BY: LC
SCALE: 1" = 100'

LAKE ROAD LIFT STATION PROJECT
Located in part of the NW1/4 SW1/4,
Section 15, T.1S, R.1W
Ute Meridian, City of Grand Junction
Mesa County, Colorado



PUBLIC WORKS ENGINEERING DIVISION
PROJECT NO. 902-1704F

G:\Data\Land\2023\PTW\Lake Road Lift Station Project\BIRNBY_Academy\Private\PLane Road Lift Station - Private\Working - PL OTT123 2023-09-04