TEMPORARY CONSTRUCTION EASEMENT

The Journey Baptist Church, a New Hampshire non-profit corporation with an address of 124 Milton Road, Rochester, New Hampshire 03867 (the "Grantor"), for consideration paid, grants to **The Three Socios, LLC,** a New Hampshire limited liability company with an address of 321D Lafayette Road, Hampton, New Hampshire 03842 (the "Grantee") (Grantor and Grantee are referred to herein collectively as the "Parties" and individually as a "Party") with QUITCLAIM COVENANTS, the following rights and easements:

A temporary non-exclusive right and easement over, across, upon, and through portions of certain property of the Grantor situated in Barrington, Strafford County, New Hampshire identified as "20' Wide Temporary Construction Easement" and "40' Wide Temporary Construction Easement" on a plan entitled "Easement Plan, Tropic Star Convenience, Calef Highway (Rte. 125), Barrington, NH" dated _____, prepared by Jones & Beach Engineers, Inc. and recorded in the Strafford County Registry of Deeds as Plan #_____ (the "Plan"), subject to the terms and conditions hereinafter set forth (collectively, the "Easement Area").

Grantee (and its contractors, agents, employees, materialmen and laborers) shall have a non-exclusive right and easement to enter onto, use and modify said 20' Temporary Construction Easement for purposes of (i) construction of a sidewalk to facilitate pedestrian traffic between the Church Lot and the Three Socios Lot, and (ii) installing underground water lines and related equipment. Grantee (and its contractors, agents, employees, materialmen and laborers) shall have a non-exclusive right and easement to enter onto, use and modify said 40' Temporary Construction Easement for purposes of construction of a driveway to facilitate vehicular traffic between the Church Lot and the Three Socios Lot. Such construction and installation may include, without limitation, trenching, excavation, grading, leveling, compaction and other similar site preparation of the Easement Area. Grantee is further granted the temporary right to enter onto other areas of the Church Lot as may be necessary or convenient to facilitate the construction and improvements within the Easement Area; provided that such construction work be expeditiously pursued and conducted in a good and workmanlike manner, in accordance with applicable laws and a mutually agreeable construction timetable and shall not unreasonably interfere with the ongoing operations of the Church. Grantee shall provide reasonable advance notice, being a minimum of 24 hours, to Grantor prior to shutting off the water to the church building during any period of construction and shall use reasonable efforts, whenever possible, to limit the shutoffs to those hours of the day and days of the week when the Church is not in

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operation.

The temporary construction easement granted herein shall terminate automatically upon material completion of the construction of the improvements within the Easement Area. Upon termination, the Grantee, shall, at the request of the Grantor, grant to Grantor, its successors and assigns, a release deed as to the easement rights to be terminated, for recording in the Strafford County Registry of Deeds.

Grantee shall indemnify Grantor against all liabilities, damages, judgments, costs and expenses, including, without limitation, reasonable legal fees and expenses for or arising from any injuries to persons or property caused by the acts or omissions of Grantee or its contractors, agents, employees, materialmen and/or laborers while on the Church Lot, and shall repair and restore any areas damaged or disturbed on the Church Lot caused by Grantee or its contractors, agents, employees, materialmen and/or laborers (except with respect to modifications intended by, and resulting from, Grantee's work).

DATED this _____ day of _____, 2014.

THE JOURNEY BAPTIST CHURCH

By: _____
Name:
Title:
Duly Authorized

STATE OF NEW HAMPSHIRE
COUNTY OF _____

On this the ___ day of _____, 2014 before me, the undersigned officer, personally appeared the above-named _____ , the duly authorized _____ of The Journey Baptist Church known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

_____
Notary Public
My commission expires

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THE THREE SOCIOS, LCC

By: _____
Name:
Title:
Duly Authorized

STATE OF NEW HAMPSHIRE
COUNTY OF _____

On this the ___ day of _____, 2014 before me, the undersigned officer, personally appeared the above-named _____ , the duly authorized _____ of The Three Socios, LLC known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

_____
Notary Public
My commission expires

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