

THE SPACE ABOVE IS RESERVED FOR RECORDING INFORMATION

EASEMENT DEED

CDC-NEW HAMPSHIRE, LLC, a limited liability company duly organized under the laws of the State of Delaware ("Grantor") with a mailing address of 431 Office Park Drive, Birmingham, Alabama 35223, for consideration paid, grants to THE TOWN OF DURHAM, a municipal corporation duly organized under the laws of the State of New Hampshire ("Grantee") with a mailing address of 15 Newmarket Road, Durham, NH 03824, with WARRANTY COVENANTS:

A permanent easement over land of the Grantor located on and near Technology Drive in Durham, New Hampshire, also identified in the Town of Durham tax records as Map 9, Lot 10-3, for the purpose of the installation, construction, maintenance, repair, and replacement of municipal water and sewer systems, to include lines, mains, and appurtenances of such systems, both within the private roads on said property and running "cross country" in certain locations, all as shown on a plan entitled "As Built Plan of 'The Cottages of Durham' for Capstone Companies," prepared by Doucet Survey Inc., dated August 1, 2012 (the "As Built Plan"). Said As Built Plan is a permanent record of the Durham Planning Board.

The municipal water system for purposes of this easement is as described in the Code of the Town of Durham, Section 158-2, consisting of "the water main, to and including the curb stop," or as said section shall be amended from time to time. The municipal sewer system for purposes of this easement is described in the Code of the Town of Durham, Section 106-1, to include the sewer mains and manholes".

Subject to the location of the existing buildings located on the land as shown on the As Built Plan, the width of said easement is twenty (20) feet, centered on the installed location of the municipal water system and municipal sewer system.

The Grantee, by accepting these easements, agrees to return the land burdened by the easement to as near its original condition as reasonably possible, following any installation, construction, maintenance, repair, or replacement performed pursuant to this easement.

Except for the existing buildings located on the land as shown on the As Built Plan, the Grantor covenants and agrees that it shall not erect, maintain, or permit any

structures or other uses upon said premises that would impede access or use by the Grantee for the purposes for which these easements have been granted.

Meaning and intending to describe and convey a permanent easement which burdens a portion of the property conveyed to the Grantor by deed dated July 22, 2011 from John B. Shea and Candace L. Shea, recorded at the Strafford County Registry of Deeds at Book 3940, Page 0861, and by deed dated July 22, 2011, from Edna Frances Harvey Woodward, as Surviving Trustee of the William Smith Woodward Revocable Trust of 2002, and Edna Frances Harvey Woodward as Surviving Trustee of the Edna Frances Harvey Woodward Revocable Trust of 2002, recorded at the Strafford County Registry of Deeds at Book 3940, Page 0864.

The burden of these easements shall run with the land of the Grantor and shall be binding on the Grantor's heirs, successors and assigns. The benefits of these easements shall not be appurtenant to any particular parcel of land but shall be *in gross*.

This conveyance is exempt from transfer taxes pursuant to NHRSA 78-B:2.

EXECUTED this 30 day of January, 2013.

CDC-New Hampshire LLC

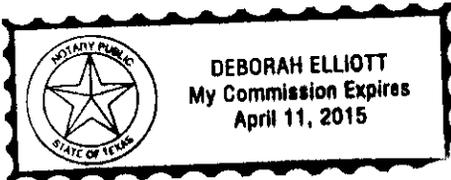
By: [Signature]
Name: Gregory A. Dowell
Title: Vice President

STATE OF Texas
COUNTY OF Travis

The foregoing instrument was acknowledged before me this 30th day of January, 2013 by Gregory A. Dowell in his capacity as Vice President for CDC-New Hampshire LLC.

Before me,

[Signature]
Notary Public/Justice of the Peace
My Commission Expires: April 11, 2015



ACCEPTANCE OF DEED FOR THE TOWN OF DURHAM:

Dated: FEBRUARY 4, 2013

By:

Todd Selig
Todd Selig, Town Administrator
Duly Authorized

STATE OF New Hampshire
COUNTY OF Strafford

The foregoing instrument was acknowledged before me this 4 day of February, 2013 by Todd Selig in his capacity as Town Administrator for the Town of Durham.

Before me,

[Signature]
Notary Public/Justice of the Peace
My Commission Expires: 3/16/15

LORRIE L. PITT, Notary Public
Justice of the Peace
My Commission Expires March 16, 2015



