

## DRIVEWAY AND UTILITY EASEMENT AGREEMENT

This Agreement made and executed on the dates hereinafter set forth by and between Theodore V. Wilber of Colebrook, Connecticut (hereinafter referred to as "Wilber") and Robin L. Dziedzic and Robert K. Dziedzic of Colebrook, Connecticut (hereinafter collectively referred to as "Dziedzic").

WITNESSETH

Recital: Wilber is the owner of certain premises located on the westerly side of Flagg Hill Road, Colebrook, Connecticut (the "Wilber Property"). Dziedzic is the owner of certain premises on the westerly side of Flagg Hill Road in said Town of Colebrook (the "Dziedzic Property"). The Dziedzic Property abuts the Wilber Property along the northerly boundary line of the Dziedzic Property. Both of said properties are shown on a map or plan entitled "Compilation Plan Map Showing Easement Area To Be Granted To The Connecticut Light and Power Company Across The Properties of Theodore V. Wilber & Robin L. Canny & Robert K. Dziedzic Flagg Hill Road Colebrook, Connecticut Scale: 1" = 100' File No. W2061B Date: September 25, 2002 DWG. No. EW - E0205-4195 Bershire Engineering & Surveying, LLC Sheet 1 of 1" to be filed in the Town Clerk's office in said Town of Colebrook. Wilber and Dziedzic desire to create an easement for the unobstructed use by Wilber and Dziedzic of a driveway and the installation of utilities. The easement runs from the westerly line of Flagg Hill Road in a general westerly and southwesterly direction as shown on the aforesaid map in the shaded area (the "Easement Area").

Nowwherefore, in consideration of the aforesaid recitals which are incorporated herein, and other good and valuable consideration, Wilber and Dziedzic agree as follows:

1. Wilber does hereby grant to Dziedzic, their heirs and assigns, in the Easement Area located on the Wilber Property, a nonexclusive easement for the maintenance, repair and/or replacement of underground utilities servicing the Dziedzic Property.
2. Wilber does hereby grant to Dziedzic, their heirs and assigns, in the Easement Area, located on the Wilber Property, the right, in common with Wilber, for ingress and egress by foot or vehicle from Flagg Hill Road to the Dziedzic Property.
3. Dziedzic does hereby grant to Wilber, his heirs and assigns, in the Easement Area located on the Dziedzic Property, a non-exclusive easement for the maintenance, repair and replacement of underground utilities serving the Wilber Property.
4. Dziedzic does hereby grant to Wilber, his heirs and assigns, in the Easement Area located on the Dziedzic Property, the right, in common with Dziedzic, for ingress and egress by foot or vehicle from the Easement Area located on the Wilber Property to the remainder of the Wilber Property. Such right of ingress and egress shall be limited to the use by one single family residence.

5. Wilber and Dzedzic agree for themselves and their heirs and assigns, not to obstruct, impede or interfere or permit the obstruction, impedance or interference with the reasonable use of the aforesaid rights.

6. Wilber and Dzedzic agree for themselves and their heirs and assigns, to share equally in the cost of snow and ice removal in the Easement Area. Each party shall be solely responsible for any repairs, replacement or maintenance of any utility lines located in the Easement Area which service that party's premises only. Upon completion of such repairs, replacement or maintenance of a utility line serving either party, that party shall be responsible for the full restoration of the driveway improvements. Any damage to the Driveway caused by the negligence of either party shall be repaired at that party's expense. Each party shall be fully responsible for the maintenance, repairs and replacement of the Driveway located on its property (except for snow and ice removal).

7. The easement herein granted shall be limited to residential use exclusively.

8. Both Wilber and Dzedzic shall have the right to grant an easement in the Easement Area, to the Town of Colebrook or a utility company for the installation of a utility servicing its Property.

9. The Easement Area is more particularly described on Exhibit A attached hereto.

In Witness Whereby, the parties hereto have executed this Agreement on the 20 day of DECEMBER, 2002.

N. Joyce Nelson  
N. JOYCE NELSON  
Lorraine C. Washington  
LORRAINE C. WASHINGTON

Theodore V. Wilber  
Theodore V. Wilber

N. Joyce Nelson  
N. JOYCE NELSON  
Lorraine C. Washington  
LORRAINE C. WASHINGTON

Robin L. Dzedzic  
Robin L. Dzedzic

N. Joyce Nelson  
N. JOYCE NELSON  
Lorraine C. Washington  
LORRAINE C. WASHINGTON

Robert K. Dzedzic  
Robert K. Dzedzic

STATE OF CONNECTICUT)  
COUNTY OF LITCHFIELD ) ss. COLEBROOK

On this the 20 day of DEC, 2002, before me personally appeared Theodore V. Wilber, known to me (or satisfactorily proven) to be the person whose name is subscribed to within the instrument and acknowledged that he executed the same for the purposes therein contained as his free act and deed.

In Witness Whereof, I hereunto set my hand and official seal.

*N. Joyce Nelson*  
Notary Public  
My Commission Expires:  
~~Commissioner of Superior Court~~  
N. JOYCE NELSON  
NOTARY PUBLIC  
My Commission Expires Jan. 31,

STATE OF CONNECTICUT)  
COUNTY OF LITCHFIELD ) ss. COLEBROOK

On this the 20th day of DEC, 2002, before me personally appeared Robin L. Dziejdzic and Robert K. Dziejdzic, known to me (or satisfactorily proven) to be the persons whose names are subscribed to within the instrument and acknowledged that they executed the same for the purposes therein contained as their free act and deed.

In Witness Whereof, I hereunto set my hand and official seal.

*N. Joyce Nelson*  
Notary Public  
My Commission Expires:  
Commissioner of Superior Court  
N. JOYCE NELSON  
NOTARY PUBLIC  
My Commission Expires Jan. 31, 2003

EXHIBIT AEasement Area

Commencing at a point in the westerly line of Flagg Hill Road, which point is 67.00 feet northerly of the point marking the northeasterly corner of land now or formerly of Carole Marchetti as measured along said westerly line of Flagg Hill Road; thence running N 84° 54' 12" W, 319.35 feet to a point; thence running S 36° 37' 14" W, 43.35 feet to a point marking the northwesterly corner of land now or formerly of Carole Marchetti; thence continuing S 36° 37' 14" W along land now or formerly of Carole Marchetti; 641.08 feet to a point; thence running S 15° 33' 09" W along land now or formerly of Robert K. Dziedzic et al, 144.23 feet to a point; thence running N 16° 17' 50" W, along land now or formerly of Robert K. Dziedzic et al, 80.00 feet to a point; thence running N 28° 42' 10" E along land now or formerly of Theodore V. Wilber, 123.93 feet to a point; thence running N 20° 23' 14" E, 133.04 feet to a point; thence running N 42° 31' 18" E, 253.00 feet to a point; thence running N 26° 22' 50" E, 135.00 feet to a point; thence running N 34° 16' 54" E, 200 feet to a point; thence running S 84° 54' 12" E, 376.76 feet to a point in the westerly line of Flagg Hill Road, the first, second and the last five courses being along other land now or formerly of Theodore V. Wilber; thence running southerly along the westerly line of Flagg Hill Road, 52.18 feet to the point of beginning.

RECEIVED Feb. 11 2003  
AT 2:32 PM AND RECEIVED BY ME

TOWN CLERK

*N. Joyce Nelson*