

**BLACK CREEK ROAD
MAINTENANCE AGREEMENT
Dated October __ 2006 – page 1 of 8**

All other parties to this Agreement and GUARTRUST & COMPANY CUSTODIAN FBO, LAWRENCE J. PTASINSKI IRA ACCOUNT NO. 06-073 (hereinafter referred to as one of the parties) are co-owners of a private easement road approximately 33 feet in width and extending approximately 2.5 miles starting at the property line approximately 300 feet north of the SE corner of the NE 1/4 of Section 21, Township 53 N, Range 37 W, Bohemia Township, Ontonagon county, Michigan, in a North Westerly direction up to the East lot line of Lot 2 as shown on the attached Road Sketch Map MARKED Exhibit-A dated 5/25/2006 by Coleman Engineering incorporated by reference.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the following grants, agreements, covenants and restrictions are made:

SECTION 1. EXPENSES TO BE SHARED AND LIMITS OF LIABILITY

A) The parties agree to share the costs and expenses of repairs and maintaining the above-described right-of-way easement in good repair during their ownership and to bear the costs and expenses of repairs and maintenance authorized pursuant to and during the term of this Agreement for the easement as follows:

A “party” for this purpose is defined as a property owner regardless of the number of parcels or acres owned. If the party has more than one use or “home”, that party would have equally more “shares” in the expenses. A “use” is defined as a building with well, septic or beds. If this paragraph is in dispute, a partial “party” could be used (such as 1.5 parties). In all cases, the Agent has the authority to make a final decision.

Each party agrees to pay their portion of the cost of repairs up to the end of their easement rights. Specifically, as an example, the southern property owners will all share expenses incurred at the start of Black Creek Road (near and including the bridge) but would have no responsibility for repairs North or East of their property line or entry driveway.

An exception to this would be if the improvements were required to protect or maintain their portion of the road. An example of this could be the addition or maintenance of a truck turnaround or culvert that is used to protect their section of the road.

The property owners to the north would share equally on those repairs to the south because they use that portion of the road.

The spirit of these examples are to be followed throughout this agreement.

B) Emergency repairs such as trees down or minor filling of low areas are done at the risk and expense of the user unless agreed by the parties.

C) All parties agree that the use of this road is at the user's risk. At no time is towing, winch outs, or damage to vehicles a part of this agreement.

D) All provisions of the agreement, including the benefits and burdens set forth herein, shall run with the land and are binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.

SECTION 2. MAINTENANCE AND REPAIRS DEFINED

The repairs and maintenance to be undertaken and performed under this agreement will include the following and only the following: Grading, ditching, filling, culvert replacement or maintenance, bridge maintenance or replacement, tree trimming and removal, and any maintenance or installations on this sand and gravel road as required by law. All repairs must be approved by the agent in writing prior to the start of the repair.

The roadway, under this Agreement, is meant to be maintained on a seasonal basis for the purpose of egress by car and light truck. All parties agree that due to mud and snow (on a seasonal basis) this road may become unusable and improvements or maintenance to make it so are not a part of this Agreement.

ROAD WIDTH The typical road width (including ditches) of 12 to 20 feet is what is covered by this Agreement. Any improvements to accept larger traffic is at the expense of that party who wishes it unless agreed to in writing by all parties wanting to financially participate.

VEHICLE WEIGHT The main bridge at the beginning of this road is rated at 60,000 pounds. Any use greater than that is at the sole risk of the user. Damage to the bridge or any part of the

roadway surface will be paid for by the party that did the damage. This does not include normal wear and tear by cars and trucks less than 1 ton. If a party has larger vehicles on the road or bridge that do damage, that party will pay for all repairs.

CUTTING OF TREES Any trees or limbs that are cut are the property of the landowner from which they grew. All trees and limbs should be stored off the road where they were cut to be disposed of or used by the land owner at a later time.

ADDITIONAL REPAIRS Any additional repairs or maintenance deemed necessary or advisable, but not included within the maintenance and repairs specified above, will not be undertaken under this Agreement except with the express written consent of each of the parties and an assumption by each in writing of their proportionate share of financial liability for the cost of additional repairs or maintenance.

SECTION 3. SUPPLEMENTS

All maintenance and repair of the right-of-way shall be made so as to interfere as little as practicable with the use of the right-of-way by the owners of any parcels or their agents, tenants, invitees or licensees. The parties shall use every effort to coordinate maintenance, repairs and replacement so that the right-of-way shall be accessible to both vehicular and pedestrian usage at all times other than when impacted by conditions beyond the control of the agent discussed later herein, which condition shall include, but not be limited to snow accumulation, flooding, mud, the failure of culverts or bridges, or the falling of trees.

SECTION 4. PERFORMANCE OF OTHER PARTY'S OBLIGATIONS

Any costs and/or expenses of repairs and maintenance which are not paid when due shall be delinquent. If said costs and/or expenses of repairs and maintenance are not paid within thirty (30) days after the due date, the Agent may, upon notice to such Owner of such delinquency, charge late fees and penalties as described in this paragraph. The total costs and/or expenses of repairs and maintenance shall commence to bear interest from the due date at the maximum rate permitted by law. The Agent may determine an additional late charge not to exceed Fifty and No/100 Dollars (\$50.00) per month for all delinquent costs and/or expenses of repairs and maintenance. The Agent may also bring an action against the Owner personally obligated to pay the costs and/or expenses of repairs and maintenance and recover the same, including interest, costs, reasonable Agent service charges, financing charges of delinquent amount due, filing and all other court related costs, and reasonable attorneys' fees for any such action, which shall be added to the amount of such costs and/or expenses of repairs and maintenance and included in any judgment rendered in any such action. To the extent permitted, the amount of any delinquent and unpaid costs and/or expenses of repairs and maintenance together with interest, late charges as determined by the Agent, costs and attorneys' fees as above provided, shall be and become a lien or charge against the delinquent Owner's property when payable and may be foreclosed by any action brought in the name of the Agent. To the extent permitted by statute, the Agent may also bring an action in Forcible Entry and Detainer to collect any delinquent costs and/or expenses of repairs and maintenance.

SECTION 5. FORCE MAJEURE; INTERRUPTION OF SERVICES

If any party hereto fails to perform in a timely manner any of the obligations to be performed by such party under this Agreement, and such failure is due in whole or in part to any, inability to procure materials, failure of power, restrictive governmental laws and regulations, accidents, casualties, act of God, act caused directly or indirectly by the other party (or such other party's employees, agents, licensees, invitees or contractors) or any other cause beyond the reasonable control of the non-performing party, then the non-performing party shall not be deemed in default hereunder as a result of such failure. The foregoing shall not excuse any failure to make any payment of money in a timely manner.

No party or the agent shall be liable in damages for any interruption of utility services to the parcel to which the other party holds title which may arise out of or be occasioned by maintenance or repair of either roadway unless such interruption of service results from the wanton or willful misconduct of such party.

No party or the agent shall be liable for damages if the road becomes unusable for any reason.

SECTION 6. MORTGAGES

Each party hereto agrees to give the holder of any mortgage to which the parcel owned by the other party is subject, by registered or certified mail, a copy of any notice or claim of default served by the party giving such notice upon the other party, provided that prior to such notice the party giving such notice has been notified in writing of the name and address of such mortgage holder. Each party hereto further agrees that if the other party shall have failed to cure any default within the pertinent period permitted by Section 4 hereof, then the holder of any mortgage to which the parcel owned by the other

party is subject shall have an additional thirty (30) days within which to cure or correct such default (or if such default cannot be cured or corrected within that time, then such additional time as may be necessary if such holder of such mortgage has commenced within such thirty (30) days and is diligently pursuing the remedies or steps necessary to cure such default, including the time necessary to obtain possession if possession is necessary to cure or correct such default, but in no event more than an additional forty-five (45) days.

Any mortgagee with respect to any parcel shall not be responsible for any amounts incurred or becoming due under this Agreement prior to a foreclosure of its mortgage or a transfer of the interest of a party hereto in a parcel to such mortgagee in lieu of foreclosure, and its liability hereunder in the event of such a foreclosure or transfer shall exist only so long as such mortgagee is the owner of a parcel and shall not continue or survive after further transfer of ownership.

SECTION 7. DESIGNATION OF AGENT

The agent of the parties to contract for and oversee the accounting, repairs, and maintenance authorized under this Agreement must be determined by all parties involved. The agent will be appointed by

a majority vote (using the vote formula below) of the parties on a calendar basis during each month of December. This should be completed by January 1st. If no votes or objections are received, then the previous agent will become the next year's agent. In the case of a tie vote, the deciding vote would be made by the party owning the largest number of acres.

A "vote" is given to each party in this agreement based on land value only. The value of a forty

acre parcel at the south end of the road gets one vote and is the benchmark. At the signing of this agreement, that "forty" value was approximately \$50,000. A 275 foot parcel on the lake with 5 acres is valued at about \$300,000. Therefore, the lake parcel receives six votes towards all voting issues. These "votes" are in no way related to "parties" or "shares" described in paragraph 1 of this agreement.

The agent, on acceptance of the agency, will not be personally liable for any debts contracted by himself or the parties on behalf of the parties for repairs and maintenance of the easement except his portion as defined in Section 1.

SECTION 8. COMPENSATION OF AGENT

The total compensation of the agent under this Agreement will be \$____0_____.

Any out of pocket costs incurred by the agent for postage, copying, mailing, etc will be reimbursed using the schedule in Section 1.

SECTION 9. ADVANCEMENT OF COSTS AND EXPENSES

On the execution of this Agreement by the parties, each party will advance his or her percentage share, as stated in Section 1, and deposit the amount in the agent's account, for use by the agent in paying the costs and expenses authorized and incurred under this Agreement.

On an annual basis, due to the parties by February 1st of each year, the agent will prepare an estimate of road maintenance costs. The parties agree to pay for their share no later than April 1st of that year.

As the agent requires additional funds from time to time to pay the costs and expenses authorized

and incurred under this Agreement, each party will deposit his or her percentage share of the amounts required, subject to the limits of liability under this Agreement, in the agent's account on receipt of notice from the agent that funds are required. Such funds are due 30 days after notice.

Typically, there will be a need for the funds in advance of the start of a project. The parties agree that a balance should be kept in the Agents account that will be enough to pay any bills that are due. If the Agent does not have sufficient funds from the parties and is forced to provide funding, the Agent is entitled to a 1.5% per month service charge plus any financing costs incurred.

SECTION 10. ACCOUNTING BY AGENT

The agent will furnish to the parties written reports of maintenance and repairs undertaken, costs and expenses incurred, and receipts for the payment of the costs and expenses on a calendar basis. Reports are due to the parties by February 1st of each year. With this last year's report will be an estimate of road maintenance costs for the current year.

The agent is allowed to keep funds from this Agreement in his regular business or personal account.

During the course of the year the parties are entitled to see any expenses upon request.

SECTION 11. TRANSFER OF OWNERSHIP

Whenever a transfer of ownership of any parcel occurs, the liability of the transferor for any breach of covenant occurring thereafter shall automatically terminate with respect to such transferor. Any

transferee shall automatically assume and be bound by the burdens and obligations hereunder running with the land to the owner of the parcel or portion thereof being transferred.

SECTION 12. NOTICES.

Any notice or report required under this Agreement will be sent to the parties and the agent at the address given below, unless the address is changed by written notice to each person concerned, in which event the change of address given will be used for the sending of the notice or report. Any required notice will be made by first class mail, properly addressed and postage prepaid.

SECTION 13. PERSONAL INJURY, USE, AND PROPERTY DAMAGE LIABILITY

Any liability of the parties or agent for personal injury under this Agreement, or to any worker employed to make repairs under this Agreement, or to third persons, as well as any liability of the parties or agent for damage to property, any worker, or of any third persons, as a result of or arising out of use of the road, or repairs and maintenance under this Agreement, will be borne, as between the parties, in the same percentages as they bear the costs and expenses of repairs and maintenance.

SECTION 14. INDEMNITY

Each of the parties indemnifies and holds the other harmless from any and all liability for injury to himself or herself or damage to his or her property when injury or damage results from, arise out of, or is attributable to any use of the roadway, maintenance, or repair undertaken pursuant to this Agreement.

SECTION 15. GOVERNING LAW

It is agreed that this Agreement will be governed by, construed, and enforced in accordance with Michigan law.

SECTION 16. INTERPRETATION

The rule of strict construction does not apply to the grants herein. The grants herein shall be given a reasonable construction to carry out the intention of the parties hereto to confer a commercially usable right of enjoyment on each grantee.

SECTION 17. ENTIRE AGREEMENT AND INTERPRETATION

This Agreement constitutes the entire Agreement between the parties and the agent. Any prior understanding or representation of any kind preceding the date of this Agreement will not be binding on either party except to the extent incorporated in this Agreement.

SECTION 18. MODIFICATION OF AGREEMENT

Modification of this Agreement will be necessary from time to time. All parties agree to follow the spirit of this original Agreement. A super majority vote (greater than 75%) of all parties is required to make changes. In the case of a tie vote between an even number of parties, the deciding vote would be made by the party owning the largest number of acres.

Any modification of this Agreement or additional obligation assumed by the parties in connection with this Agreement will be binding only if evidenced in writing signed by each party or an authorized

representative of each party.

SECTION 19. NO WAIVER

The failure of the agent or any party to this Agreement to insist on the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, may not be construed as waiving any terms and conditions, but they will continue and remain in full force and effect as if no forbearance or waiver had occurred.

SECTION 20. ATTORNEY FEES

If any action is filed in relation to this Agreement, the unsuccessful party in the action will pay to the successful party, in addition to all the amounts that either party may be called on to pay, the actual amount for the successful party's attorney's fees.

SECTION 21. PARAGRAPH HEADINGS

The titles to the paragraphs of this Agreement are solely for the convenience of the parties and may not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Agreement.

Party:

By

ROBERT L. HILLERICH

THERESE A. SHECK-HILLERICH

THE ROBERT L. HILLERICH DECLARATION
OF TRUST, U/T/A DATED SEPTEMBER 7,
1994 AND THE THERESE A. SHECK-
HILLERICH DECLARATION OF TRUST,
U/T/A DATED SEPTEMBER 7, 1994

STATE OF _____)

_____ COUNTY)

Acknowledged before me in _____ County, Illinois on _____, 2006 by ROBERT L.
HILLERICH and THERESE A. SHECK-HILLERICH , on behalf of THE ROBERT L. HILLERICH
DECLARATION OF TRUST, U/T/A DATED SEPTEMBER 7, 1994 AND THE THERESE A. SHECK-
HILLERICH DECLARATION OF TRUST, U/T/A DATED SEPTEMBER 7, 1994

/s/ _____

Notary public, State of Illinois, County of _____.

My commission expires _____

Acting in the County of _____

Description or location of party's property Lots 1, 2, & 4 plus all other Black Creek Road property

Number of acres owned : 425 acres

Mailing Address 4305 Lindenwood Ln., Northbrook, IL 60062

Phone # (847) 867-0544, E-Mail Rob@futureauto.com

Names and contact information of other parties to this Agreement and the agent at the time of signing:

Agent Name: Rob Hillerich Phone 847-867-0544

Party Name: THE ROBERT L. HILLERICH DECLARATION OF TRUST, U/T/A DATED SEPTEMBER 7, 1994 AND THE THERESE A. SHECK-HILLERICH DECLARATION OF TRUST, U/T/A DATED SEPTEMBER 7, 1994

Phone: 847-867-0544

Party Name: GUARTRUST & COMPANY, CUSTODIAN FBO, LAWRENCE J. PTASINSKI IRA ACCOUNT NO. 06-073 Phone 847-296-6631

THE "PARTY"

By:

X _____

Printed name GUARTRUST & COMPANY,
CUSTODIAN FBO, LAWRENCE J. PTASINSKI
IRA ACCOUNT NO. 06-073

STATE OF ILLINOIS)
COOK COUNTY)

Acknowledged before me in Cook County, Illinois on _____, 2006 by the "Party" named above.

/s/ _____

Notary public, State of Illinois, County of _____.

My commission expires _____

Acting in the County of _____

Drafted by:

Nicholas J. Jacobs, attorney for Sellers

Jacobs, McDonald, Silc & Moore, P.C.

319 E. Aurora St.

Ironwood, MI 49938

(906) 932-0400