

## WAIVER OF PROTEST TO RSID

FOR VALUABLE CONSIDERATION, the undersigned, being the DEVELOPER, for and on behalf of all assignees, successors, and heirs to the hereinafter described real property, does hereby waive the right to protest the formation or creation of one or more rural special improvement district(s) for the purposes of road construction, road maintenance, and other improvements incident to the above which the County may require.

Furthermore, the undersigned, for and on behalf of successors and assigns, agrees and consents to, and hereby votes yes, pursuant to any constitutional or statutory requirement for voting on taxes or fees or other initiatives of a similar nature and hereby submits the real property described herein to taxation and assessments for any RSID created for the benefit of the real property. The undersigned will include in all instruments of succession a covenant that will state substantially as follows:

"This real property is subject to a waiver of protest to RSID for Roads purposes. The Grantee(s), by acceptance of this instrument, agrees to this covenant and agrees to be bound by the original terms of such waiver."

This waiver of protest is independent from all other agreements and is supported by sufficient consideration to which the undersigned are parties, and shall run with the land, in perpetuity, and shall be binding upon the undersigned, and all successors and assigns, and the same shall be recorded in the Office of the County Clerk & Recorder of Sanders County, Montana.

The real property is more particularly described as follows:

Signed and dated this 20th day of July, 2005

By

Noel Hendrickson

STATE OF MONTANA

County of Sanders

On this 20th day of July, 2005, before me, a Notary Public in and for the State of Montana, personally appeared Noel Hendrickson known to me to be the individual who executed the foregoing instrument and acknowledged to me that he/she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal this 20th day of July, 2005

Margaret C. Whitcomb  
Notary Public for the State of Montana  
Residing at Thompson Falls Montana  
My commission expires 12-4-2005

THIS SERVICE AGREEMENT dated this 27th day of September, 2005

**BETWEEN:**

Carl Luedke of #3 Guy Hall Rd, Trout Creek, Montana, 59874  
(the "Customer")

- AND -

Noel Hendrickson of #1 Guy Hall Rd, Trout Creek, Montana, 59874  
(the "Service Provider")

**Service Agreement**

**BACKGROUND:**

1. The Customer is of the opinion that the Service Provider has the necessary qualifications, experience and abilities to provide services to the Customer.
2. The Service Provider is agreeable to providing such services to the Customer, on the terms and conditions as set out in this Agreement.

**IN CONSIDERATION OF** the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the parties to this Agreement agree as follows:

**Engagement**

1. The Customer hereby agrees to engage the Service Provider to provide the Customer with services consisting of See Attachment A, and such other services as the Customer and the Service Provider may agree upon from time to time (the "Services"), and the Service Provider hereby agrees to provide the Services to the Customer.

**Term of Agreement**

2.

**Performance**

3. Both parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

**Compensation**

4. For the Services provided by the Service Provider under this Agreement, the Customer will pay to the Service Provider compensation in the following manner. Payment due by check or cash. Compensation will be payable upon completion of the Services. The Customer is entitled to deduct from the Service Provider's compensation any applicable deductions and remittances as required by law.

**Expenses**

5. The Service Provider will be reimbursed for the following expenses incurred by the Service Provider in connection with providing the Services hereunder: One half of cost for service/repair

<http://www.lawdepot.com/contracts/serviceagree/preview.php>

9/27/2005

on road easement shared by both parcels only.. The Service Provider will furnish statements and vouchers to the Customer for all such expenses.

**Notice**

6. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and either served personally, by email, by facsimile or by registered mail. The addresses for any notice to be delivered to any of the parties to this Agreement are as follows:
  - a. Carl Luedke, #3 Guy Hall Rd, Trout Creek, Montana, 59874, 406-827-1373, sroutlaw@blackfoot.net.
  - b. Noel Hendrickson, #1 Guy Hall Rd, Trout Creek, Montana, 59874, donntana@blackfoot.net.

or to such other address as to which any party may from time to time notify the other.

**Enurement**

7. This Agreement will enure to the benefit of and be binding on the parties and their respective heirs, executors, administrators and assigns.

**Titles/Headings**

8. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement.

**Assignment**

9. This Agreement is a personal one, being entered into in reliance upon and in consideration of the personal skill and qualifications of the Service Provider. The Service Provider will not voluntarily or by operation of law assign or otherwise transfer the obligations incurred pursuant to the terms of this Agreement without the prior written consent of the Customer.

**Capacity/Independent Contractor**

10. It is expressly agreed that the Service Provider is acting as an independent contractor and not as an employee in providing the Services hereunder. The Service Provider and the Customer acknowledge that this Agreement does not create a partnership or joint venture between them.

**Modification of Agreement**

11. Any amendment or modification of this Agreement or additional obligation assumed by either party in connection with this Agreement will only be binding if evidenced in writing signed by each party or an authorized representative of each party.

**Time of the Essence**

12. Time will be of the essence of this Agreement and of every part hereof. No extension or variation of this Agreement will operate as a waiver of this provision.

**Entire Agreement**

13. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressed in it.

**Severability**

14. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

**Currency**

15. Unless otherwise provided for, all monetary amounts referred to herein will be paid in US dollars.

**Governing Law**

16. It is the intention of the parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Montana, without regard to the jurisdiction in which any action or special proceeding may be instituted.

IN WITNESS WHEREOF the parties have duly executed this Service Agreement this 27th day of September, 2005.

Debra Sacari  
Witness:

Debra Sacari  
Witness:

Carl Luedke  
Carl Luedke

Noel Hendrickson  
Noel Hendrickson

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NOTARY SIGNATURE Susan Jacobs  
RESIDING AT 60 Cherry Creek Rd. Thompson Falls, MT  
COUNTY OF Sandwich  
STATE OF MONTANA mt  
MY COMMISSION EXPIRES Aug 16, 2006

#31033 Rollmap Est  
DOS 2080 MS

264027 EODR: 1 NINC PAGE: 3603 Pages:  
STATE OF MONTANA SANDERS COUNTY  
RECORDED: 12/28/2005 3:45 NGI: SJND DCS  
PAT. TIBBIAHAI CLARK AND HECORER  
FEE: \$5.00 BY Rollmap  
TO: HAGEORN, INC./RICE HAGEORN, P.O. BOX 820, 565