

**AGREEMENT OF TERMS AND CONDITIONS
FOR RIGHT TO ENCROACH UPON CITY OF
MOSCOW, IDAHO RIGHT-OF-WAY**
(Administrative)

OWNER(S): FIVE STAR Equity, Inc
(Printed Name(s))

OWNERS Mailing Address:
1802 N. CARSON ST. # 108, Carson City, NV. 89701

Property Address Where Encroachment is Located:
615 So. Adams, Moscow, ID 83843

Written Detailed Description and Location of Encroachment (Attach Drawing):

See Attached
Please Contact Dale Hegley @ (208) 874-7694
for any further information

This encroachment is herein granted by the City of Moscow ("CITY") to the Owner subject to the following terms and conditions:

1. OWNER(S) hereby assumes all liability for the encroachment and shall hold CITY harmless and defend any claim against the CITY related to said encroachment.
2. CITY may cause said encroachment to be removed at OWNER'S expense from CITY right-of-way by requesting that OWNER(S) remove said encroachment within ninety (90) days of receipt of written notice.
3. Should OWNER(S) fail to remove said encroachment within ninety (90) days of receipt of said written notice, CITY may cause said encroachment to be removed without further notice to OWNER(S) and OWNER(S) shall be responsible for all expenses incurred by CITY in removing said encroachment, including court costs and reasonable attorney's fees.

- 4. Should this encroachment need to be temporarily removed to allow CITY to perform repairs or maintenance in the area of the encroachment or for any reason the CITY so chooses, as required, OWNER(S) shall be responsible to expeditiously remove the encroachment and pay all costs necessary for it's removal and replacement. Should the OWNER(S) not remove the encroachment in a timely manner as directed CITY shall have the encroachment permanently removed and OWNER(S) shall be responsible for all expenses incurred by CITY in removing said encroachment, including court costs and reasonable attorney's fees.

This Agreement shall forever run with the land and shall be in full force and effect for so long as said encroachment remains upon CITY right-of-way.

IN WITNESS WHEREOF, OWNER(S) has hereunto set their hand and seal this

17th day of October, 2011.

OWNER(S)

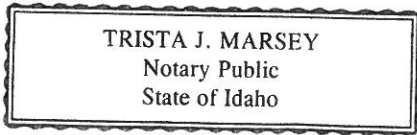
CITY:

[Handwritten signature of owner]

[Handwritten signature of City Engineer]
 City Engineer (or his designee)

State of Idaho)
)ss
 County of Latah)

On this 17th day of OCTOBER, 20 11, before me, a Notary Pubic of the State of IDAHO, personally appeared BETTINA GILBERT and NA known to me to be the person(s) whose name(s) are subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same as OWNER(S).

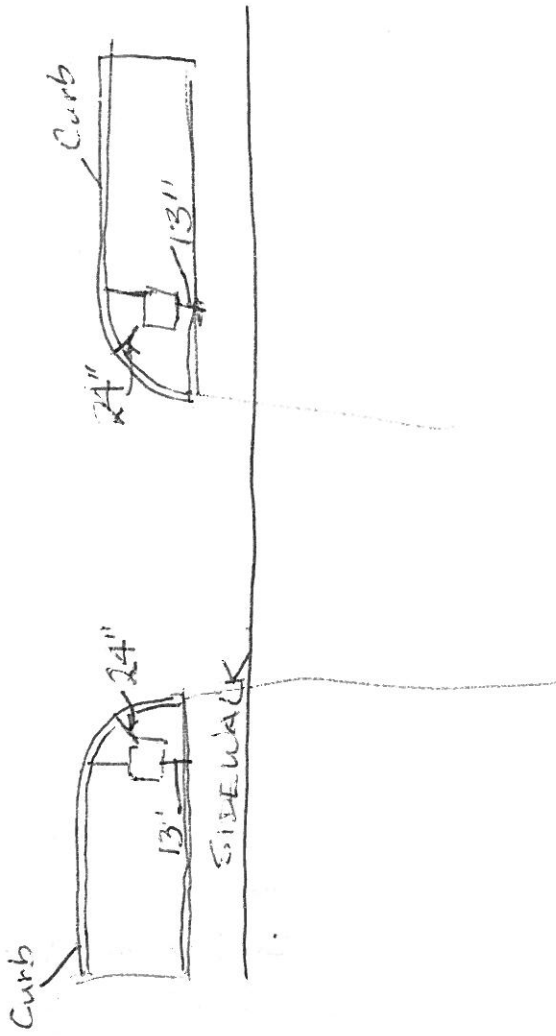


[Handwritten signature of Notary Public]
 NOTARY PUBLIC

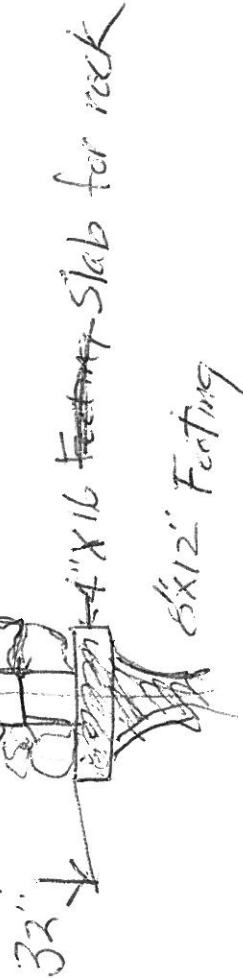
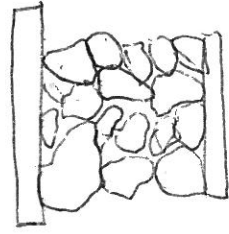
Notary Public for the State of IDAHO
 Residing at US BANK - MOSCOW
 Commission expires: 5-5-14

615 ADAMS
Front entry Pillars.

ADAMS STREET



Concrete cap
 8'x8'x8" Concrete block with brick ties
 wrapped in river rock



\$250.00 / materials
 650.00 / labor
 \$900.00 Total

★ ★ ★
Five Star Equity, Inc.
★ ★ ★

Bettina Gilbert, CEO, CPA

PO Box 8775

Moscow, ID 83843

fivestarequityinc@yahoo.com

★ Office: 208-883-0195

Cell: 208-301-3941

Fax: 775-252-4672

547168

No. _____
AT THE REQUEST OF:

CITY OF MOSCOW

DATE & HOUR:
10-20-11 9:36 am

SUSAN PEYSEN
LATAH COUNTY RECORDER

Fee \$ *0* BY *[Signature]*

*m/ PO Box 9203
moscow ID 83843*