

ORDINANCE NO. 3983

AN ORDINANCE OF THE CITY OF NAMPA, CANYON COUNTY, IDAHO ANNEXING REAL PROPERTY LOCATED ON THE SOUTH SIDE OF WEST ORCHARD AVENUE WEST OF NORTH MIDDLETON ROAD INTO THE CITY OF NAMPA, CANYON COUNTY, IDAHO; ZONING THE SAME RS-6, SUBJECT TO THE TERMS OF THAT CERTAIN DEVELOPMENT AGREEMENT ENTERED INTO BETWEEN THE APPLICANT AND THE CITY OF NAMPA; AND DIRECTING THE CITY ENGINEER TO ALTER THE USE AND AREA MAP ACCORDINGLY.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF NAMPA, IDAHO:

Section 1: That the following described real property located on the South Side of West Orchard Avenue West of North Middleton Road, and all thereof, be, and the same is hereby, ANNEXED and made a part of the City of Nampa, Idaho. That the real property hereby annexed is described as follows, to-wit:

See Exhibit A attached hereto and, by this reference, incorporated herein as if set forth in full.

Section 2: That the Exhibit A real property so annexed, shall be ZONED RS-6.

Section 3: That this annexation and zone ordinance is subject to and limited by that certain Development Agreement entered into between the parties.

Section 4: That the City Engineer is hereby directed to alter and change the Use and Area Map of the City of Nampa, Idaho, to comply with this Ordinance.

PASSED BY THE COUNCIL OF THE CITY OF NAMPA, IDAHO, THIS 3rd DAY OF October, 2011.

APPROVED BY THE MAYOR OF THE CITY OF NAMPA, IDAHO, THIS 3rd DAY OF October, 2011.

Approved:

By: [Signature]
Mayor

Attest:
[Signature]
City Clerk

RECEIVED

OCT 05 2011

TECHNICAL SUPPORT

EXHIBIT "A-1"



Professional Engineers, Land Surveyors and Planners

826 3rd St. So. Nampa, ID 83651
Ph (208) 454-0256 Fax (208) 454-0979

e-mail: dholzhey@mseng.us

FOR: Harvest Church
JOB NO.: FE0311
DATE: September 2, 2011

PARCEL 1

A parcel of land being a portion of the NW1/4 NE1/4 of Section 19, Township 3 North, Range 2 West, Boise Meridian, Nampa, Canyon County Idaho, more particularly described as follows:

Commencing at the northeast corner of said NE1/4;

Thence N 89° 37' 11" W a distance of 1302.23 feet along the north boundary of the NE1/4 NE1/4 to the northeast corner of said NW1/4 NE1/4;

Thence N 89° 36' 58" W a distance of 1302.17 feet along the north boundary of said NW1/4 NE1/4 to the northwest corner of said NW1/4 NE1/4;

Thence S 00° 38' 04" W a distance of 244.89 feet along the west boundary of said NW1/4 NE1/4 to the **POINT OF BEGINNING**;

Thence N 22° 26' 09" E a distance of 107.70 feet to a point;

Thence N 00° 38' 04" E a distance of 75.15 feet parallel with and 40.00 east of the west boundary of said NW1/4 NE1/4 to the beginning of a curve;

Said curve to the right through an angle of 89° 44' 58", having a radius of 20.00 feet, and whose long chord bears N 45° 30' 33" E a distance of 28.22 feet to a point;

Thence S 89° 36' 58" E a distance of 115.14 feet parallel with the north boundary of said NW1/4 NE1/4 to a point;

Thence S 25° 28' 46" E a distance of 413.86 feet to a point;

Thence S 00° 38' 04" W a distance of 360.18 feet parallel with the west boundary of said NW1/4 NE1/4 to a point;

Thence N 89° 21' 56" W a distance of 357.22 feet to a point on the west boundary of said NW1/4 NE1/4;

Thence N 00° 38' 04" E a distance of 536.14 feet along said west boundary to the **POINT OF BEGINNING**;

This parcel contains 5.09 acres more or less.

SUBJECT TO: All existing rights of way and easements of record or implied appearing on the above-described parcel of land.



EXHIBIT "A-2"



Professional Engineers, Land Surveyors and Planners

826 3rd St. So. Nampa, ID 83651
Ph (208) 454-0256 Fax (208) 454-0979

e-mail: dholzhey@mseng.us

FOR: Harvest Church
JOB NO.: FE0311
DATE: July 13, 2011

PARCEL 2

A parcel of land being a portion of the NW1/4 NE1/4 of Section 19, Township 3 North, Range 2 West, Boise Meridian, Nampa, Canyon County Idaho, more particularly described as follows:

Commencing at the northeast corner of said NE1/4;

Thence N 89° 37' 11" W a distance of 1302.23 feet along the north boundary of the NE1/4 NE1/4 to the northeast corner of said NW1/4 NE1/4;

Thence N 89° 36' 58" W a distance of 538.61 feet along the north boundary of said NW1/4 NE1/4 to the northwest corner of Westminster Subdivision No. 3;

Thence along the westerly boundary of said Westminster Subdivision No. 3 the following courses and distances;

Thence S 00° 30' 25" W a distance of 50.00 feet to the **POINT OF BEGINNING**;

Thence S 00° 30' 25" W a distance of 451.52 feet to a point;

Thence S 35° 16' 41" E a distance of 228.87 feet to a point;

Thence S 44° 56' 26" W a distance of 76.16 feet to a point;

Thence S 29° 45' 53" W a distance of 111.97 feet to a point;

Thence S 40° 31' 58" W a distance of 105.00 feet to a point;

Thence S 20° 31' 41" W a distance of 59.60 feet to a point;

Thence S 50° 38' 45" W a distance of 92.46 feet to a point;

Thence S 28° 30' 45" E a distance of 30.39 feet to a point;

Thence S 89° 39' 55" E a distance of 41.47 feet to a point;

Thence S 00° 38' 04" W a distance of 100.00 feet to a point;

Thence S 18° 11' 18" E a distance of 59.06 feet to a point;

Thence S 00° 20' 05" W a distance of 105.00 feet to a point;

Thence leaving said westerly boundary N 89° 39' 55" W a distance of 708.62 feet along the south boundary of said NW1/4 NE1/4 to the southwest corner of said NW1/4 NE1/4;

Thence N 00° 38' 04" E a distance of 541.76 feet along the west boundary of said NW1/4 NE1/4 to a point;

Thence S 89° 21' 56" E a distance of 357.22 feet to a point;

Thence N 00° 38' 04" E a distance of 360.18 feet to a point;

Thence N 25° 28' 46" W a distance of 413.86 feet to a point;

Thence S 89° 36' 58" E a distance of 588.61 feet parallel with the north boundary of said NW1/4 NE1/4 to the **POINT OF BEGINNING**.

This parcel contains 16.97 acres more or less.

SUBJECT TO: All existing rights of way and easements of record or implied appearing on the above-described parcel of land.

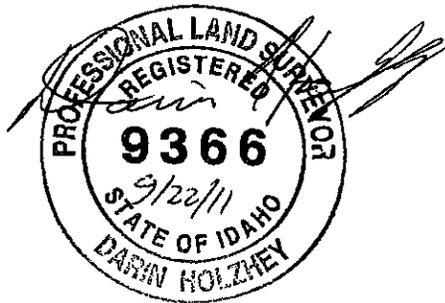


EXHIBIT "A-3"



Professional Engineers, Land Surveyors and Planners

826 3rd St. So. Nampa, ID 83651
Ph (208) 454-0256 Fax (208) 454-0979

e-mail: dholzhey@mseng.us

FOR: Harvest Church
JOB NO.: FE0311
DATE: September 28, 2011

RIGHT OF WAY

A parcel of land being a portion of the NW1/4 NE1/4 of Section 19, Township 3 North, Range 2 West, Boise Meridian, Nampa, Canyon County Idaho, more particularly described as follows:

Commencing at the northeast corner of said NE1/4;

Thence N 89° 37' 11" W a distance of 1302.23 feet along the north boundary of the NE1/4 NE1/4 to the northeast corner of said NW1/4 NE1/4;

Thence N 89° 36' 58" W a distance of 538.61 feet along the north boundary of said NW1/4 NE1/4 to the northwest corner of Westminster Subdivision No. 3, said corner being the **POINT OF BEGINNING**;

Thence along the westerly boundary of said Westminster Subdivision No. 3, S 00° 30' 25" W a distance of 50.00 feet to a point;

Thence leaving said westerly boundary N 89° 36' 58" W a distance of 703.75 feet to the beginning of a curve;

Said curve to the left through an angle of 89° 44' 58", having a radius of 20.00 feet, and whose long chord bears S 45° 30' 33" W for a distance of 28.22 feet to a point;

Thence S 00° 38' 04" W a distance of 75.15 feet to a point;

Thence S 22° 26' 09" W a distance of 107.70 feet to a point on the west boundary of said NW1/4 NE1/4;

Thence N 00° 38' 04" E a distance of 244.89 feet along said west boundary to the northwest corner of said NW1/4 NE1/4;

Thence N 00° 23' 02" E a distance of 25.00 feet perpendicular to the north boundary of said NW1/4 NE1/4 to a point on the northerly prescriptive right of way;

Thence S 89° 36' 58" E a distance of 763.55 feet along the northerly prescriptive right of way to a point;

Thence leaving said prescriptive right of way S 00° 23' 02" W a distance of 25.00 feet perpendicular to the north boundary of said NW1/4 NE1/4 to the **POINT OF BEGINNING**;

This parcel contains 1.45 acres more or less.

SUBJECT TO: All existing rights of way and easements of record or implied appearing on the above-described parcel of land.

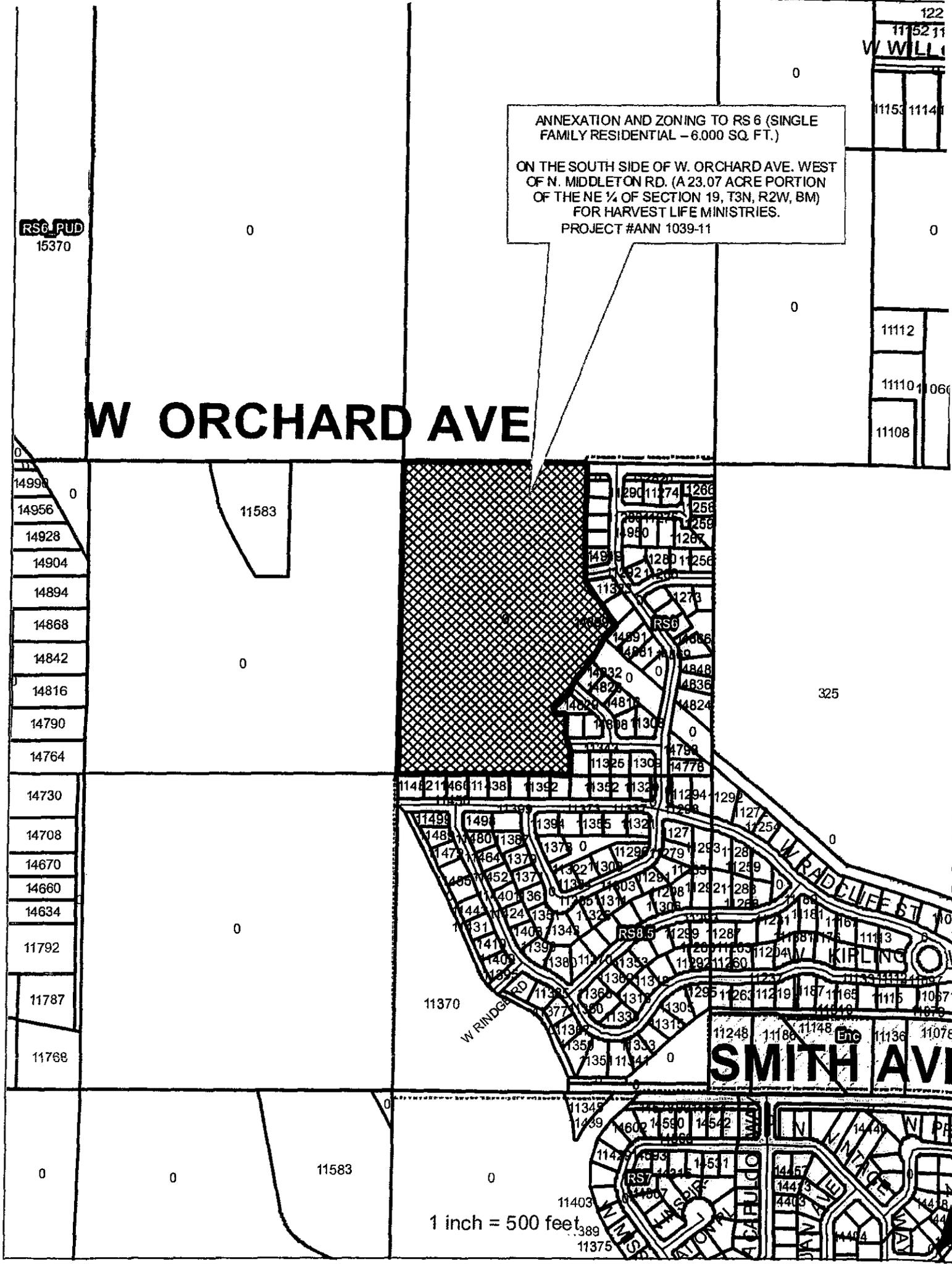


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11108

ANNEXATION AND ZONING TO RS 6 (SINGLE FAMILY RESIDENTIAL - 6,000 SQ. FT.)
ON THE SOUTH SIDE OF W. ORCHARD AVE. WEST OF N. MIDDLETON RD. (A 23.07 ACRE PORTION OF THE NE 1/4 OF SECTION 19, T3N, R2W, BM) FOR HARVEST LIFE MINISTRIES.
PROJECT #ANN 1039-11

RS6_PUD
15370

W ORCHARD AVE



DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this "**Agreement**"), is made and entered into this 23 day of August, 2011 (the "**Effective Date**"), by and between the City of Nampa, a municipal corporation, hereinafter referred to as the "**City**," and HLC, hereinafter referred to as "**Owner/Developer**."

RECITALS

- A. Owner/Developer is the owner of approximately 23.07 acres of real property legally described in **Exhibit "A"** attached hereto and made a part hereof (the "**Property**").
- B. Owner/Developer applied to City on _____ (the "**date of application**") for annexation of the Property into City and for (re)zoning of the Property from County to City RS 6 (Single-Family Residential, 6,000 sq. ft. min. lot size) in anticipation of the development and construction of a church and associated outdoor improvements (the "**Project**") within the area, and upon the Property involved in this Agreement.
- C. City, pursuant to Section 10-2-5, Nampa City Code, and Idaho Code Section 67-6511A, has the authority to rezone the Property and enter into a development agreement for the purpose of allowing, by agreement, a specific development to proceed in a specific area and for specific purposes and/or uses that are appropriate in the area.
- D. City's Planning and Zoning Commission and City Council have held public hearings as prescribed by law with respect to the annexation, rezoning and development of the Property and this Agreement. City has approved the annexation and requested rezoning of the Property to RS 6 subject to the terms and commitments contained in this Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the above recitals, which are incorporated below, and of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. This Agreement shall not prevent City, in subsequent actions applicable to the Property, from applying new ordinances and regulations of general application adopted by City in the exercise of its police powers that do not conflict with the parties' commitments applicable to the Property as set forth herein, or the zoning designation approved hereby as the Property has been deemed suitable for the uses allowed within said zoning designation..
2. The Project's building design and/or layout shall be developed in substantial conformance with the conceptual plan attached hereto as **Exhibit "B"** and made a part hereof (the "**Conceptual Plan**"); provided, however, that Owner/Developer shall have limited flexibility to develop the Property to meet market conditions or adjust to operational/occupant needs, and the only specific commitments concerning development of the Project which Owner/Developer is making are set forth herein.

3. This Agreement is intended to be supplemental to all other local, city, state and federal Code requirements, rules and regulations, and is established to help assure the compatibility of the resulting land use with the surrounding area. Provided, however, that to the extent this Agreement conflicts with any provision of the Nampa City Code, this Agreement shall prevail to the extent permitted by law.

4. The provisions and stipulations of this Agreement shall be binding on City, Owner/Developer, each subsequent owner of the Property or portion thereof, and each other person acquiring an interest in the Property and are, in no particular order, as set forth in the body of this Agreement and in the additional conditions of approval section attached hereto as **Exhibit "C"**, and by this reference incorporated herein.

5. This Agreement may be modified only by the written agreement of Owner/Developer and the City after complying with the notice and hearing procedures required under Idaho Code Section 67-6511A or Nampa City Code Section 10-2-5(D) or successor provisions.

6. The execution of this Agreement and the written commitments contained herein shall be deemed written consent to change the zoning of the Property to its prior designation upon failure of Owner/Developer to comply with the terms and conditions of this Agreement. Provided, however, that no such consent shall be deemed to have been given unless City provides written notice of any such failure and Owner/Developer or its successors and/or assigns fails to cure such failure as set forth below.

7. This Agreement and the commitments contained herein shall be terminated, and the zoning designation reversed, upon the failure of Owner/Developer, or each subsequent owner or each person acquiring an interest in the Property, to comply with the commitments contained herein within two (2) years after the Effective Date, and after the notice and hearing requirements of Idaho Code Section 67-6509 have been complied with by City. Provided, however, no such termination or reversal shall occur unless City provides written notice of Owner/Developer's failure to comply with the terms and conditions of this Agreement to Owner/Developer and Owner/Developer fails to cure such failure within six (6) months of Owner/Developer's receipt of such notice. The two (2) year period of time for compliance with commitments may be extended by City for good cause upon application for such extension by Owner/Developer, and after complying with the notice and hearing provisions of Idaho Code Section 67-6509. (Failure to initiate development shall not be considered as breach of this provision, only failure to finish building/site improvements within the specified time frame as per Nampa's Zoning Ordinance.)

8. Except as specifically set forth in this Agreement, the rules, regulations and official policies governing permitted uses of land, density, design, improvements and construction standards and specifications applicable to the Project and the Property shall be those rules, regulations and official policies in effect as of the date of annexation. Provided, however, that the applicable building and fire codes for structures shall be the codes in effect within the City of Nampa when a complete application for a building permit is filed. Development impact fees, if imposed by ordinance, shall be payable as specified in said ordinance even if the effective date is after the date of this agreement or the annexation pursuant thereto.

9. It is intended by the parties that this Agreement shall be recorded on the Effective Date or as soon as practicable thereafter. The parties further intend that the provisions of this Agreement shall run with the Property and shall be binding upon City, Owner/Developer, each subsequent owner of the Property, and each other person or entity acquiring an interest in the Property.

10. If any term or provision of this Agreement, to any extent, shall be held invalid or unenforceable, the remaining terms and provisions herein shall not be effected thereby, but each such remaining term and provision shall be valid and enforced to the fullest extent permitted by law.

11. This Agreement sets forth all promises, inducements, agreements, conditions and understandings between Owner/Developer and City relative to the subject matter hereof. There are no promises, agreements, conditions or understandings, whether verbal or written, express or implied, between Owner/Developer and City, other than as are stated herein. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the parties hereto unless reduced to writing and signed by the parties or their successors-in-interests or their assigns, and pursuant, with respect to the City, to a duly adopted ordinance or resolution of the City.

12. Should any litigation be commenced between the parties hereto concerning this Agreement, the prevailing party shall be entitled, in addition to any other relief as may be granted, to court costs and reasonable attorneys' fees as determined by a court of competent jurisdiction.

13. This Agreement may be executed in counterparts, each of which shall constitute an original, all of which together shall constitute one and the same Agreement.

14. In the event Owner/Developer, its successors, assigns or subsequent owners of the Property or any other person acquiring an interest in the Property, or in the event City, fail to faithfully and materially comply with all of the terms and conditions included in this Agreement, enforcement of this Agreement may be sought by either City or Owner/Developer or by any successor or successors in title or interest or by the assigns of the parties hereto, in an action at law or in equity in any court of competent jurisdiction.

a. A waiver by City of any default by Owner/Developer of any one or more of the covenants or conditions hereof shall apply solely to the breach waived and shall not bar any other rights or remedies of City or apply to any subsequent breach of any such or other covenants and conditions. A waiver by Owner/Developer of any default by City of any one or more of the covenants and conditions hereof shall apply solely to the breach waived and shall not bar any other rights or remedies of Owner/Developer or apply to any subsequent breach of any such or other covenants and conditions.

b. Notwithstanding anything to the contrary herein, in the event of a material default of this Agreement, the parties agree that City and Owner/Developer shall have thirty (30) days after delivery of notice of such default to correct the same prior to the non-defaulting party's seeking of any remedy provided for herein; provided, however, that in the case of any such default which cannot with diligence be cured within such thirty (30) day period and thereafter shall prosecute the curing of same with diligence and continuity, then the time within which such may be cured shall be extended for such period as may be

necessary to complete the curing of the same with diligence and continuity, but in any event not to exceed six (6) months; and provided further, however, no default by a subsequent owner of a portion of the Property shall constitute a default by Owner/Developer for the portion of the Property still owned by Owner/Developer.

c. In the event the performance of any obligation to be performed hereunder by either Owner/Developer or City is delayed for causes that are beyond the reasonable control of the party responsible for such performance, which shall include, without limitation, acts of civil disobedience, strikes or similar causes, the time for such performance shall be extended by the amount of time of such delay.

d. In addition to the remedies set forth above, in the event of a default by Owner/Developer, or any other party claiming an interest herein, City may withhold building permits for any remaining lots within the development until such time as the default is cured.

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY



Professional Engineers, Land Surveyors and Planners

826 3rd St. So. Nampa, ID 83651
Ph (208) 454-0256 Fax (208) 454-0979

e-mail: dholzhey@mseng.us

FOR: Harvest Church
JOB NO.: FE0311
DATE: September 2, 2011

PARCEL 1

A parcel of land being a portion of the NW1/4 NE1/4 of Section 19, Township 3 North, Range 2 West, Boise Meridian, Nampa, Canyon County Idaho, more particularly described as follows:

Commencing at the northeast corner of said NE1/4;

Thence N 89° 37' 11" W a distance of 1302.23 feet along the north boundary of the NE1/4 NE1/4 to the northeast corner of said NW1/4 NE1/4;

Thence N 89° 36' 58" W a distance of 1302.17 feet along the north boundary of said NW1/4 NE1/4 to the northwest corner of said NW1/4 NE1/4;

Thence S 00° 38' 04" W a distance of 244.89 feet along the west boundary of said NW1/4 NE1/4 to the **POINT OF BEGINNING**;

Thence N 22° 26' 09" E a distance of 107.70 feet to a point;

Thence N 00° 38' 04" E a distance of 75.15 feet parallel with and 40.00 east of the west boundary of said NW1/4 NE1/4 to the beginning of a curve;

Said curve to the right through an angle of 89° 44' 58", having a radius of 20.00 feet, and whose long chord bears N 45° 30' 33" E a distance of 28.22 feet to a point;

Thence S 89° 36' 58" E a distance of 115.14 feet parallel with the north boundary of said NW1/4 NE1/4 to a point;

Thence S 25° 28' 46" E a distance of 413.86 feet to a point;

Thence S 00° 38' 04" W a distance of 360.18 feet parallel with the west boundary of said NW1/4 NE1/4 to a point;

Thence N 89° 21' 56" W a distance of 357.22 feet to a point on the west boundary of said NW1/4 NE1/4;

Thence N 00° 38' 04" E a distance of 536.14 feet along said west boundary to the **POINT OF BEGINNING**;

This parcel contains 5.09 acres more or less.

SUBJECT TO: All existing rights of way and easements of record or implied appearing on the above-described parcel of land.





Professional Engineers, Land Surveyors and Planners

826 3rd St. So. Nampa, ID 83651
Ph (208) 454-0256 Fax (208) 454-0979

e-mail: dholzhey@mseng.us

FOR: Harvest Church
JOB NO.: FE0311
DATE: July 13, 2011

PARCEL 2

A parcel of land being a portion of the NW1/4 NE1/4 of Section 19, Township 3 North, Range 2 West, Boise Meridian, Nampa, Canyon County Idaho, more particularly described as follows:

Commencing at the northeast corner of said NE1/4;

Thence N 89° 37' 11" W a distance of 1302.23 feet along the north boundary of the NE1/4 NE1/4 to the northeast corner of said NW1/4 NE1/4;

Thence N 89° 36' 58" W a distance of 538.61 feet along the north boundary of said NW1/4 NE1/4 to the northwest corner of Westminster Subdivision No. 3;

Thence along the westerly boundary of said Westminster Subdivision No. 3 the following courses and distances;

Thence S 00° 30' 25" W a distance of 50.00 feet to the **POINT OF BEGINNING**;

Thence S 00° 30' 25" W a distance of 451.52 feet to a point;

Thence S 35° 16' 41" E a distance of 228.87 feet to a point;

Thence S 44° 56' 26" W a distance of 76.16 feet to a point;

Thence S 29° 45' 53" W a distance of 111.97 feet to a point;

Thence S 40° 31' 58" W a distance of 105.00 feet to a point;

Thence S 20° 31' 41" W a distance of 59.60 feet to a point;

Thence S 50° 38' 45" W a distance of 92.46 feet to a point;

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Thence S 00° 20' 05" W a distance of 105.00 feet to a point;

Thence leaving said westerly boundary N 89° 39' 55" W a distance of 708.62 feet along the south boundary of said NW1/4 NE1/4 to the southwest corner of said NW1/4 NE1/4;

Thence N 00° 38' 04" E a distance of 541.76 feet along the west boundary of said NW1/4 NE1/4 to a point;

Thence S 89° 21' 56" E a distance of 357.22 feet to a point;

Thence N 00° 38' 04" E a distance of 360.18 feet to a point;

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Thence S 89° 36' 58" E a distance of 588.61 feet parallel with the north boundary of said NW1/4 NE1/4 to the **POINT OF BEGINNING**.

This parcel contains 16.97 acres more or less.

SUBJECT TO: All existing rights of way and easements of record or implied appearing on the above-described parcel of land.

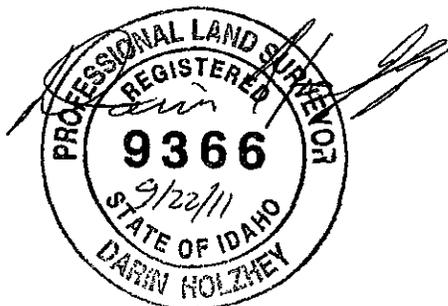
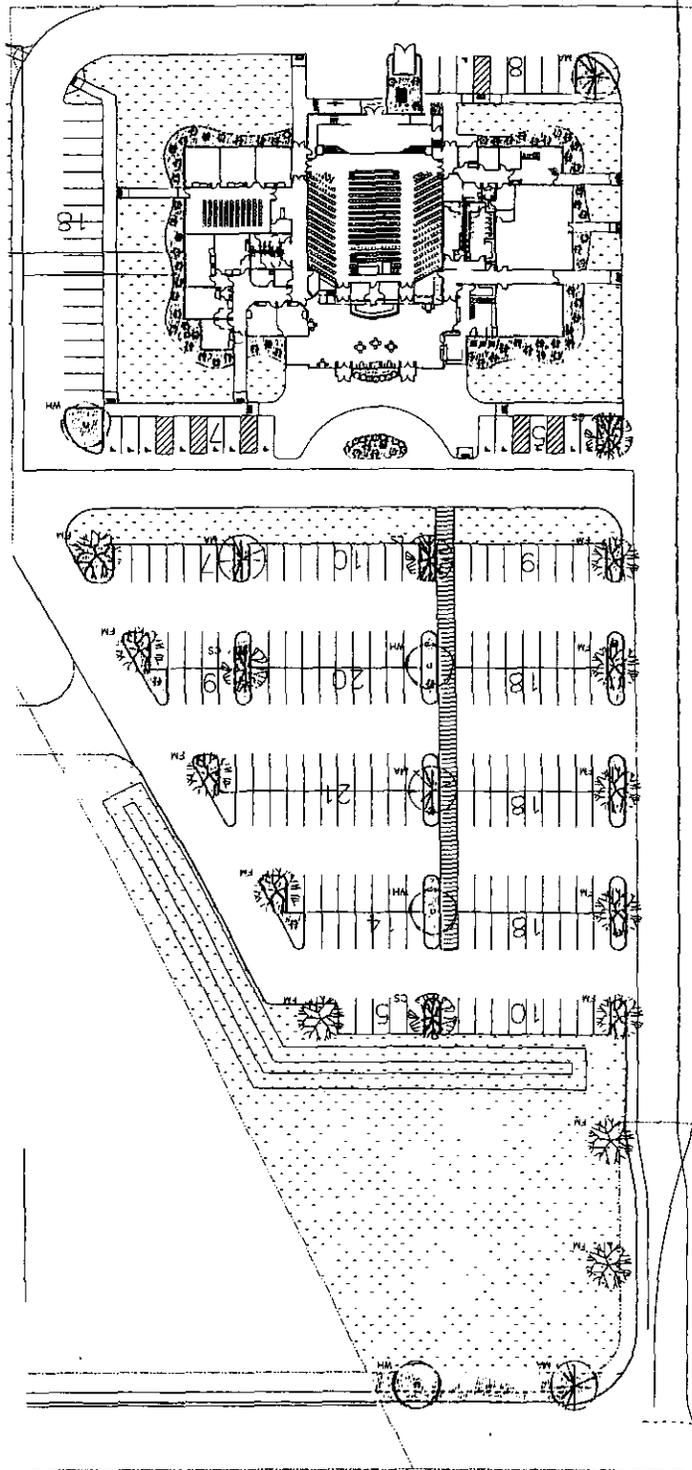


EXHIBIT “B”

CONCEPTUAL PLAN(S) [e.g., SITE, LANDSCAPE, ELEVATION DESIGN(S)]



Landscape Plan
Scale: 1" = 30'-0"

2) CALIBER TREES OF THE FOLLOWING VARIETIES:

- LA BLACKHAWK MOUNTAIN ASH (S.A. BLACKHAWK)
- CS CANADIAN SERVICE BERRY (MAMELUNCHER CANADENSIS)
- FM FLAME MAPLE (ACEROPINOLA FLAME)
- WM WASHINGTON HARTHORNE (CRATAEGUS PHAENOPYRUM)

3) DECIDUOUS SHRUBS
A MAX OF THE FOLLOWING (ALL 3 GALLON CONTAINERS)

- MICHIGAN PINE
 - CANADIAN YEW
 - DWARF NORWAY SPRUCE
 - GOLD STAR JONQUIN
- 4) DECIDUOUS SHRUBS
A MAX OF THE FOLLOWING (ALL 3 GALLON CONTAINERS)
- ROSE GLOW BARBERRY
 - YELLOW TING DOGWOOD
 - DWARF BURNING BUSH
 - COMPACT EUROPEAN CHAMBERLAIN BUSH (VIBERNUM)
 - WINTERGREEN BOXWOOD (OR EQUIV) 3 GAL. CONTAINERS

NOTE
1. TREES FROM THE CITY OF NAMPA'S APPROVED CORRIDOR SHADE TREE LIST MAY BE SUBSTITUTED AT THE OWNER'S OPTION.
2. SURROUND ALL TREES WITH 3'-0" PLANTER BED (AS DESCRIBED BELOW)



SOD (PER SPECIFICATIONS)
PLANTER BED WITH PLASTIC LANDSCAPE EDGING 4" X 1/2"
GRIND SOIL AND BARK MULCH (MIN. 4" THICK)

LS-1.0
LANDSCAPE PLAN

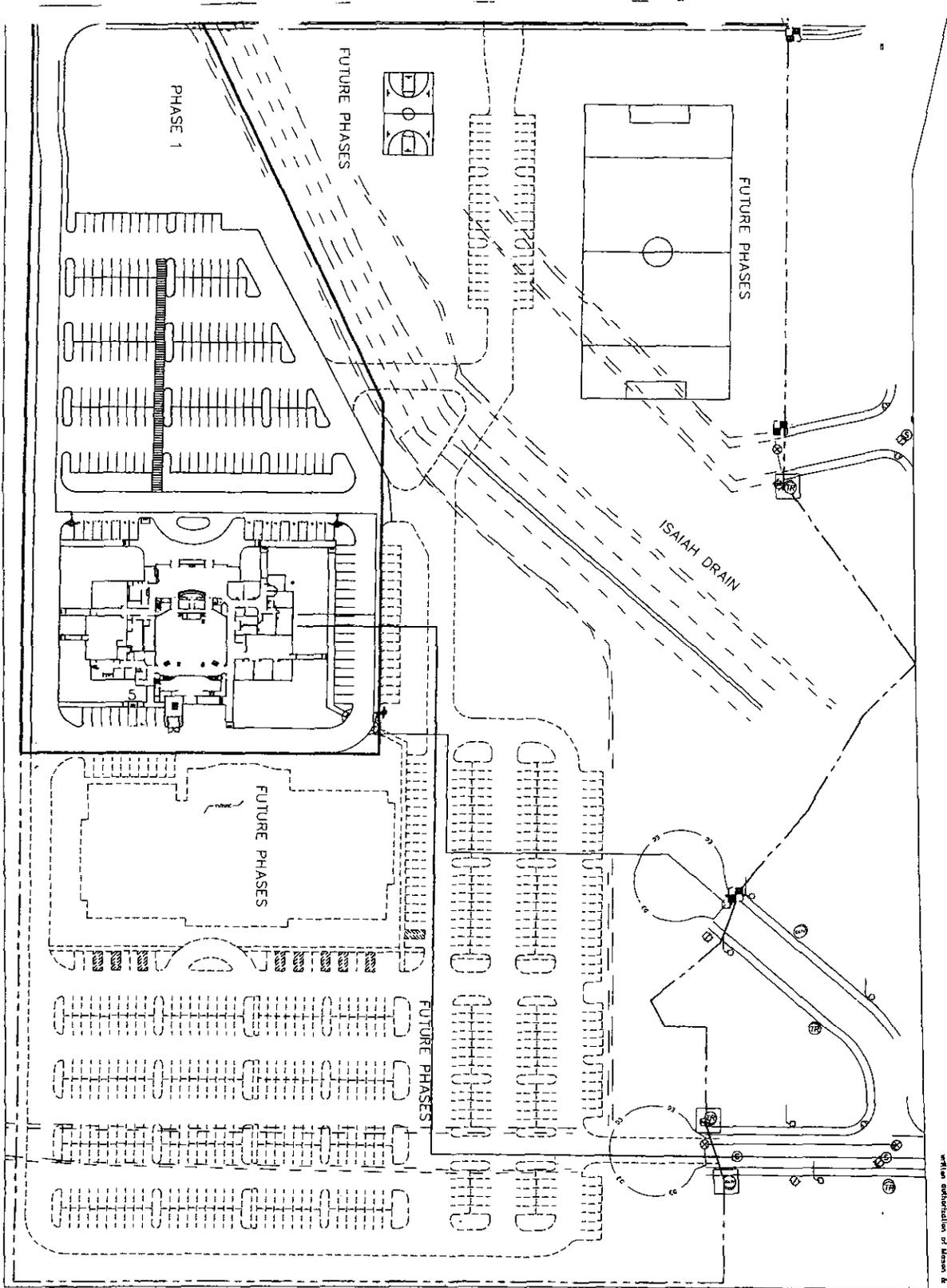
ARCHITECT STAFF

PROCESSED STAMP

DATE	REVISION

hlc HARVEST LIFE CHURCH
Orchard Ave. & N. Middleton Rd.
Nampa, Idaho 83651

MUSSELL
CONSTRUCTION, INC.
170 McClure Ave. Nampa, Idaho
Phone: (208) 466-3333



This Document, and the Conception, Ideas and Design, Incorporated Property of Mason & Stanfield, Inc. therefore, they are not to be used in whole or part for any other project without the express written consent of Mason & Stanfield, Inc.

Scale: 1"=40'



DRAWING TITLE:
Farvest Life Church
Preliminary Site Plan

JOB NO. FE0611 CLIENT: **Muscell Construction**
 DWG NO. FE0611 P.O. BOX 3304
 SCALE: **Nampa, Idaho 83653**
 DATE: N/A
 SIZE: 1"=40'

Mason & Stanfield, Inc.
 Professional Engineers
 Land Surveyors
 & Planners
 2270 S. Subway Blvd.
 P.O. Box 6428, Rexburg, Idaho 83440

NO.	BY	DATE	DESCRIPTION
DESIGNED BY: RSS		4/71	
DRAWN BY: RSS		4/71	
CHECKED BY:			

EXHIBIT "C"

[ADDITIONAL] CONDITIONS OF APPROVAL

1. Prior to the third reading of the annexation and zoning ordinance the Owner/Developer shall dedicate any additional right-of-way, as defined by the city engineer, adjacent the Property required for the ultimate build out of any adjacent public roadway(s); and,
2. Owner/Developer shall agree to emplace all required site related improvements (curb, gutter, sidewalk, landscaping storm drainage, street pavement widening, etc.), at their expense, at such time as required by the City's adopted zoning ordinance (N.C.C. 10-1-6).
3. The Owner/Developer agree that they will not oppose the formation of a local improvement district for the construction of any infrastructure associated with the development of the Property.
4. Owner/Developer(s) agree(s) that signing this Agreement and accepting the terms therein does not abrogate Owner/Developer(s) need to comply with other requirements/conditions imposed upon the Property by virtue of its development as set forth in adopted city codes and policies and as imposed by vote of the City's Planning and Zoning Commission and City Council.
5. The church design, construction and site layout shall generally conform to the conceptual plans (Exhibit B) presented to the Commission during their regularly scheduled public hearing of May 10, 2011; Correspondingly, plans submitted for a Building Permit for the structure shall match those approved on May 10, 2011 by the Commission save as required otherwise in order to comply with relevant and particular zoning, building, fire codes etc.; and,
6. Paving of the service drive and parking spaces that [will] access(es) the church approved by this CUP shall be in accordance with Nampa City Code 10-22. Paving corresponding to code required parking and service drive provision shall be accomplished during the structure's construction and will be a condition of gaining a Certificate of Occupancy; and,
7. Developer shall cause that site/Property access and site preparation be kept free of litter and debris, that dust control be conducted on the Property as needed to reduce its drift onto neighboring properties; and, that W. Orchard Avenue shall not be blocked off save as required for installation of utility lines and street improvements as required and approved by the City Engineering Department and regulated by the same agency; and, in (accordance with City of Nampa adopted site development standards) that stormwater and water runoff be kept on site during and after construction; and, that any irrigation flow through/across the Property be maintained for down system users; and,
9. Applicant/project shall comply with requirements listed in the April 21, 2011 memorandum from the Nampa Engineering Department authored by Jim Brooks (2 pages – copy hereto attached)...

Memorandum

To: Planning and Zoning
Cc: Len Grady, P.E., City Engineer
Cc: Jeffrey Barnes, P. E., Staff Engineer
Cc: Daniel Badger, P.E., Staff Engineer
Cc: Michael Fuss, P.E., Nampa City Public Works Director
From: Jim Brooks – Engineering Division
Date: April 21, 2011
Rev: May 6, 2011
Re: Annexation and Zoning – Harvest Life Church
Orchard Avenue west of Westminster #3 Subdivision
ANN1039-11 for the May 10, 2011 P & Z Meeting

Project was originally presented at the February 10, 2010, with a follow-up meeting on March 24, 2011 **C**onceptual **P**lan **R**eview (**CPR**) Meeting.

Current fire flow at this location is better than 2,000 gpm.

The Engineering Division has no concerns with the granting of this request with the following conditions:

General:

- That a development agreement is entered into with the City that will stipulate compliance with all Adopted City development standards.
- Developer shall, at their expense, extend any and all utilities including service lines to and through the site
- Developer shall provide civil engineered site development plans to the City for review and approval.
- Developer shall dedicate all necessary utility easements as required by the City in accordance with current City policy.
- Occupancy of any proposed structures shall be conditioned on completion of all necessary and required improvements to the site, and final acceptance by the City of the public water, sewer, pressure irrigation, drainage, or street improvements emplaced as part of this development, and shall include submittal of record drawings of the site development plans by the engineer of record.
- Developer prepares and submits updated/amended TIS (Traffic Impact Study) to address concerns of the existing adjacent property owners.

