Omaha City Planning Department

APPLICATION
SUBDIVISION PLAT

Name of Addition: Elkhorn Ridge Estates Replat Two

SID #: N/A

☑ Preliminary
☐ Revised Preliminary
☒ Final

Property: Elkhorn Ridge Golf Partnership
Owner(s): 20033 Elkhorn Ridge Dr. Omaha NE 68022 402 289 9808

Applicant: Dan Stoller
Owner: Name
Address
Zip
Phone #

Contact: Andrew Koster 10836 Old Mill Road Omaha, NE 68154 402 330 8860

akoster@td2co.com
E-Mail Address

20033 Elkhorn Ridge Dr. Omaha, NE 68022

General Location/Address: (Attach Legal Description)

Total Area: 18.73 (Acres) Total Lots: 2

Existing Zoning: DR

Projected Total Taxable Valuation: $1,144,500

Development Plans:

<table>
<thead>
<tr>
<th>Lot#s</th>
<th>Zoning</th>
<th>TotalLots</th>
<th>Acres</th>
<th>Residential (No. of Units)</th>
<th>OfficeCommercial (Square Feet)</th>
<th>Value/Price (w/Improvements)</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>DR</td>
<td>1</td>
<td>1.33</td>
<td>9,467</td>
<td>970,500</td>
<td>174,000</td>
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<tr>
<td>2</td>
<td>DR</td>
<td>1</td>
<td>17.40</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

ROW

Total: 2 18.73 9,467

☐ ☑ ☐ ☐

A property owners' association is to be formed. If yes, attach copies of covenants.

☐ ☑ ☐ ☒

Exceptions to the standard form subdivision agreement are proposed. If yes, attach a statement of changes.

☐ ☑ ☐ ☒

Waivers to design standards, improvements or plat certifications are proposed. If yes, attach a request letter.

☐ ☑ ☐ ☐

This subdivision will be processed as a series of phased final plats. If yes, include phase boundaries on the preliminary plat. Changes in boundaries will require a revised preliminary.

If you have any questions about this application form or submission dates, please contact the Current Planning Division 444-5151.

Owner's Signature: Dan Stoller
Applicant Signature (If not the property owner, the applicant certifies with this signature to be the authorized agent of the property owner.): DSD Agent

Date Submitted: 8-12-2019
August 12, 2019

City of Omaha
Planning Department
1819 Farman Street
Omaha, NE 68102

RE: Lot 1, Elkhorn Ridge Estates
20033 Elkhorn Ridge Drive
Minor Plat Application – Waiver Requests
TD2 File No. 722-110.2

Board Members:

We are writing to request the following waivers associated with the construction of a building addition at the address noted above and an anticipated replatting of Lot 1, Elkhorn Ridge Estates to Lots 1 and 2, Elkhorn Ridge Estates Replat Two:

- Waiver of the permitted uses to allow food preparation and event hosting regulated in Sec. 55-105 – Permitted Uses for the development reserve (DR) zoning district of the City of Omaha Municipal Code.
  - The site has operated as a food preparation site for the existing golf course since it was originally constructed.
- Waiver of the 25 feet minimum interior side yard to 10 feet regulated in Sec. 55-108 – Site Development Regulations for the development reserve (DR) zoning district of the City of Omaha Municipal Code.
  - The hardship is that the building addition is in line with the existing north face of the building extending to the east and the existing building is currently in violation of the interior side yard requirement.
- Waiver of the 35 feet minimum rear yard to 10 feet regulated in Sec. 55-108 – Site Development Regulations for the development reserve (DR) zoning district of the City of Omaha Municipal Code.
  - The hardship is that moving the proposed property line between Lots 1 and 2, Elkhorn Ridge Estates Replat Two further east impacts the layout of the existing golf course on the site.
- Waiver of the 25% maximum impervious coverage to 68% regulated in Sec. 55-108 – Site Development Regulations for the development reserve (DR) zoning district of the City of Omaha Municipal Code.
  - The hardship is that replatting the existing lot to two separate lots concentrates the majority of the impervious area onto the proposed Lot 1, Elkhorn Ridge Estates Replat Two. It will then be in violation of the impervious coverage requirement due to existing site features. The proposed building addition increases the impervious coverage by 3%.

We are requesting the following waivers for existing site features for proposed Lot 1, Elkhorn Ridge Estates Replat Two:

- Waiver of the 25 feet minimum interior side yard to 10 feet regulated in Sec. 55-108 – Site Development Regulations for the development reserve (DR) zoning district of the City of Omaha Municipal Code.
Lot 1, Elkhorn Ridge Estates  
Omaha Planning Dept.  
August 12, 2019  
Page 2

- Waiver of the 50 feet minimum front yard to 34 feet regulated in Sec. 55-108 – Site Development Regulations for the development reserve (DR) zoning district of the City of Omaha Municipal Code.
- Waiver of the 10 feet minimum perimeter landscaping to 2 feet regulated in Sec. 55-928(e) of the City of Omaha Municipal Code.

We are also requesting a waiver for existing site features for the proposed Lot 2, Elkhorn Ridge Estates Replat Two:

- Waiver of the 25 feet minimum interior side yard to 16 feet regulated in Sec. 55-108 – Site Development Regulations for the development reserve (DR) zoning district of the City of Omaha Municipal Code.

Please contact the undersigned with any questions or if additional information is required.

Respectfully submitted,

THOMPSON, DREESSEN & DORNER, INC.

[Signature]

Douglas S. Dreessen, P.E.

DSD/tjp

Enclosures
DRAFT SUBDIVISION AGREEMENT DRAFT
ELKHORN RIDGE REPLAT TWO

This Subdivision Agreement, made this ____ day of ____________, 20 ___ by
and between ELKHORN RIDGE GOLF PARTNERSHIP, a Nebraska Corporation (hereinafter
referred to as "SUBDIVIDER"), and the CITY OF OMAHA (hereinafter referred to as "CITY").

WHEREAS, the Subdivider is the owner of the land shown on the proposed plat attached
hereto as Exhibit "A" (hereinafter referred to as "PROPERTY"), and,

WHEREAS, the Subdivider proposes to build public and private improvements on the
property; and,

WHEREAS, the Subdivider wishes to connect the system of sanitary sewers to be
constructed within the property to the sewer system of the City of Omaha; and,

WHEREAS, the Subdivider and City desire to agree on the method for the installation
and allocation of expenses for public improvements to be constructed in the property.

NOW, THEREFORE, in consideration of the above the following is agreed between the
parties hereto:

1. Public improvements. No Public Improvements are proposed

2. Water, gas, and electrical power. Water, gas and Power are already supplied to the site

3. Installation of improvements. Improvements currently exist.

4. Payment for improvements. All public improvements have been paid for and installed.

5. Sidewalks. Sidewalks have been constructed.

6. Right to connect to City sewer system. The City hereby acknowledges that it has given the
Subdivider the right to connect the sanitary sewer system of the property to the City sanitary
sewer system, subject to obtaining proper permits and paying the regular fees.

7. Interceptor Sewer Fee. The owner of each lot shall make payment to the City of Omaha for
the construction of interceptor sewers. This fee is computed as follows for the lots shown on
the plats (Exhibit "A"). Payment shall be made to the City Permits and Inspections Division
prior to receiving a building permit to construct improvements on any lot. Payment shall be
based on the current fee adopted by the Omaha City Council and is currently as follows:

Rev. 7/1/2015
Lots 1 - 2, DR,
18.73 Acres @ $5,973.00  $111,874.29

TOTAL:  $ 111,874.29

8. **Watershed Management Fee.** The owner of each lot shall make payment to the City of Omaha for Watershed Management Fees. This fee is computed as follows for the lots shown on the plats (Exhibit "A"). Payment shall be made to the City Permits and Inspections Division prior to receiving a building permit to construct improvements on any lot. Payment shall be based on the then-current fee on the date of the building permit application, as adopted by the Omaha City Council. For example, for FY2015, the fee would be as follows:

Lots 1 - 2, Commercial/Industrial/Mixed Use/Institutional,
18.73 Acres @ $4,000.00  $74,920.00

TOTAL:  $ 74,920.00

9. **Park Fees.** The owner of each lot shall make payment to the City of Omaha for Park Fees.

*Trails / Boulevard Fee.* There will be no platting fees for trails and boulevards. A Trail and Boulevard Fee will be assessed at the time of building permit.

*Community Parks.* Approximately fifty percent (50%) of the Community Park (CP) Fee will be paid by the Subdivider at the time of final platting. This portion of the CP Fee is calculated on a per-acre basis as follows:

Lots 1 - 2, Commercial or Industrial,
18.73 Acres @ $800.00 per acre  $14,984.00

TOTAL:  $ 14,984.00

The remaining portion of the Community Park Fee will be assessed at the time of building permits on a per-lot basis.

10. **Binding effect.** The Subdivision Agreement shall be binding upon the parties, their respective successors, and assigns.
ATTEST:

CITY CLERK OF THE CITY OF OMAHA

CITY OF OMAHA

APPROVED AS TO FORM:

MAYOR

DEVELOPER:

__________________________

Date

subagree

Rev. 7/1/2015
ELKHORN RIDGE ESTATES
REPLAT TWO
LOTS 1 AND 2
BEING A REPLATTING OF LOT 1, ELKHORN RIDGE ESTATES,
A SUBDIVISION IN DOUGLAS COUNTY, NEBRASKA.

APPROVAL OF OMAHA CITY COUNCIL
This Plat of Elkhorn Ridge Estates Replacement Two was approved and accepted
by the Omaha City Council the day of May 2019.

REVIEW BY THE DOUGLAS COUNTY ENGINEER
The Plat of Elkhorn Ridge Estates Replacement Two was reviewed by the Douglas County Engineer's Office
Signatory: [Name]
Date: April 24, 2019

DEDICATION
Knowledge and approval by these presents that Hekk, Elkhorn Ridge Golf Partnership,
and herein, shall be known as Elkhorn Ridge Golf Partnership, and herein, shall be
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