



# **TOWN OF JACKSON TOWN COUNCIL AGENDA DOCUMENTATION**

**PREPARATION DATE:** SEPTEMBER 27, 2018  
**MEETING DATE:** OCTOBER 1, 2018

**SUBMITTING DEPARTMENT:** PLANNING  
**DEPARTMENT DIRECTOR:** TYLER SINCLAIR  
**PRESENTER:** BRENDAN CONBOY

**SUBJECT: ITEM P18-248:** ENCROACHMENT AGREEMENT WITH OVERDYKE REVOCABLE TRUST FOR THE PROPERTY LOCATED AT 2128 HIDDEN RANCH LANE.

**APPLICANT:** OVERDYKE REVOCABLE TRUST

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## STATEMENT/PURPOSE

The purpose of this item is to present to the Town Council consideration of an Encroachment Agreement with property owner Overdyke Revocable Trust to allow an existing driveway to be regraded and to encroach 25' and a retaining wall to encroach 6' into a Town right-of-way at 2128 Hidden Ranch Lane.

**This item was continued from the September 17, 2018 Town Council meeting because Council wanted a better understanding of what the existing conditions looked like where the encroachment is proposed. Staff has added pictures showing the existing site conditions to this report.**

## LOCATION

Overdyke Revocable Trust is the owner of property described as 2128 Hidden Ranch Lane, legally described as LOT 6, HIDDEN RANCH ADDITION. An aerial image is included on the following page.



## BACKGROUND

Hidden Ranch Lane ends in a T-turnaround and splits into driveways serving Lots 4, 5, and 6. In 2001, the Town approved an Encroachment Agreement for then owners of Lot 6, 2128 Hidden Ranch Lane for the existing driveway improvements which include a retaining wall between the driveway of neighboring Lot 5 extending six feet into the right-of-way and a private driveway that extends eight feet beyond the northerly property line and into the public right-of-way. The existing driveway has an upwards slope of 25-30% and varies in width from 11-14' as it climbs towards the residence. The applicant states that the existing steep grade and width changes create a driveway that is difficult to drive and maintain, especially in winter. Additionally, the applicant maintains that the steep grade causes storm water to accumulate at the base of the driveway.



## EXISTING CONDITIONS







## REQUEST

The applicant is requesting a new Encroachment Agreement for a driveway that extends 25' into the right-of-way on Hidden Ranch Lane as well as a retaining wall that extends 6' into the right-of-way on Hidden Ranch Lane. The applicant is also requesting to install a snow melt system similar to the existing driveway.

The applicant is proposing to regrade the driveway over a 40' stretch south of the property line and onto the right-of-way at street level. Existing grades are proposed to be reduced from 25-30% to 20% and the drive aisle width expanded to a consistent 13'. This will result in the driveway extending an additional 15' further than the existing driveway into Hidden Ranch Lane, resulting in a total 25' driveway encroachment into the right-of-way. The applicant will also replace the existing concrete retaining wall more or less in the same location and dimensions as it currently exists. The applicant's Project Engineer states that due to the presence of collapsible soils in the hillside and the desire to prevent additional infiltration, the low point of the gutter existing at the northeast corner of the driveway will remain.

The Town Engineer has reviewed this request and is supportive of the agreement. Typically, snow melt systems are not allowed within the right of way. However, given the steepness of the driveway the Town Engineer supports the snow melt encroachment on the condition that the applicant is solely responsible for the cost of replacing, repairing, or maintaining the system throughout the course of the Town's municipal business. The Town Engineering staff and Streets Manager met on site to see the proposed encroachment as surveyed onsite. During this visit a FedEx delivery van and garbage truck turned around without any issues from the proposed encroachment.

## ATTACHMENTS

Applicant Submittal  
Department Reviews

## FISCAL IMPACT

None.

## STAFF IMPACT

The Town Attorney would finalize an Encroachment Agreement upon direction by Town Council.

## LEGAL REVIEW

Complete.

## RECOMMENDATION

The Planning Director provides no recommendation on this request.

## SUGGESTED MOTION

I move to authorize staff to prepare an Encroachment Agreement between the Town of Jackson and property owner Overdyke Revocable Trust to allow a driveway with snow melt system which encroaches 25' and a retaining wall which encroaches 6' into a Town right-of-way subject to final review and approval by the Town Attorney and the following condition:

1. The applicant is solely responsible for the cost of replacing, repairing, or maintaining the snow melt system throughout the course of the Town's municipal business.



## **ENCROACHMENT AGREEMENT APPLICATION**

### **Planning & Building Department**

### **Planning Division**

150 E Pearl Ave. | ph: (307) 733-0440  
P.O. Box 1687 | fax: (307) 734-3563  
Jackson, WY 83001 | www.townofjackson.com

#### **OWNER OF PROPERTY:**

Name: Overdyke Revocable Trust Phone: 307.214.1275

Mailing Address: P.O. Box 12953 Jackson, WY ZIP: 83002

E-mail: jcoverdyke@hollandandhart.com

#### **APPLICANT/AGENT:**

Name: N/A Phone: \_\_\_\_\_

Mailing Address: \_\_\_\_\_ ZIP: \_\_\_\_\_

E-mail: \_\_\_\_\_

#### **DESIGNATED PRIMARY CONTACT:**

Owner X Applicant/Agent \_\_\_\_\_

#### **PROPERTY:**

Physical Address of Property: 2128 Hidden Ranch Lane

Lot, Subdivision: Lot 6, Hidden Ranch Addition

PIDN: 22-40-16-05-2-04-006

Description of Public Right-of Way: Hidden Ranch Lane (Public Street)

**SUBMITTAL REQUIREMENTS.** Three (3) hard copies and one (1) digital copy of the application package (this form, plus all applicable attachments) should be submitted to the Planning Department. Please ensure all submittal requirements are included. The Planning Department will not hold or process incomplete applications. Partial or incomplete applications will be returned to the applicant.

Have you attached the following?

N/A **Application Fee.** Fees are cumulative. Applications for multiple types of permits, or for multiple permits of the same type, require multiple fees. See the currently adopted Fee Schedule in the Administrative Manual for more information.

10/29/15

N/A **Notarized Letter of Authorization.** A notarized letter of consent from the landowner is required if the applicant is not the owner, or if an agent is applying on behalf of the landowner. If the owner is a partnership or corporation, proof that the owner can sign on behalf of the partnership or corporation is also required. Please see the Letter of Authorization template in the Administrative Manual for a sample.

       **Narrative Description of the Request.** Provide a detailed narrative description explaining the use of the noted public right-of-way.

       **Exhibit.** Provide an exhibit (picture, drawings, maps, plans) of the use of the noted public right-of-way including dimensions of requested encroachment.

**FORMAT:**

The main component of any application is demonstration of compliance with all applicable Land Development Regulations (LDRs) and Resolutions.

Note: Information provided by the applicant or other review agencies during the planning process may identify other requirements that were not evident at the time of application submittal. Staff may request additional materials during review as needed to determine compliance with the LDRs.

Under penalty of perjury, I hereby certify that I have read this application and state that, to the best of my knowledge, all information submitted in this request is true and correct. I agree to comply with all county and state laws relating to the subject matter of this application, and hereby authorize representatives of the Town of Jackson to enter upon the abovementioned property during normal business hours, after making a reasonable effort to contact the owner/applicant prior to entering.

  
Signature of Owner or Authorized Applicant/Agent

Name Printed

José C. Overdyke, III

7.25.18  
Date

owner  
Title

10/29/15



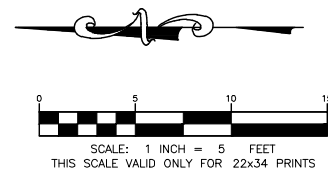


SHEET TITLE:  
**PROPOSED CONDITIONS**

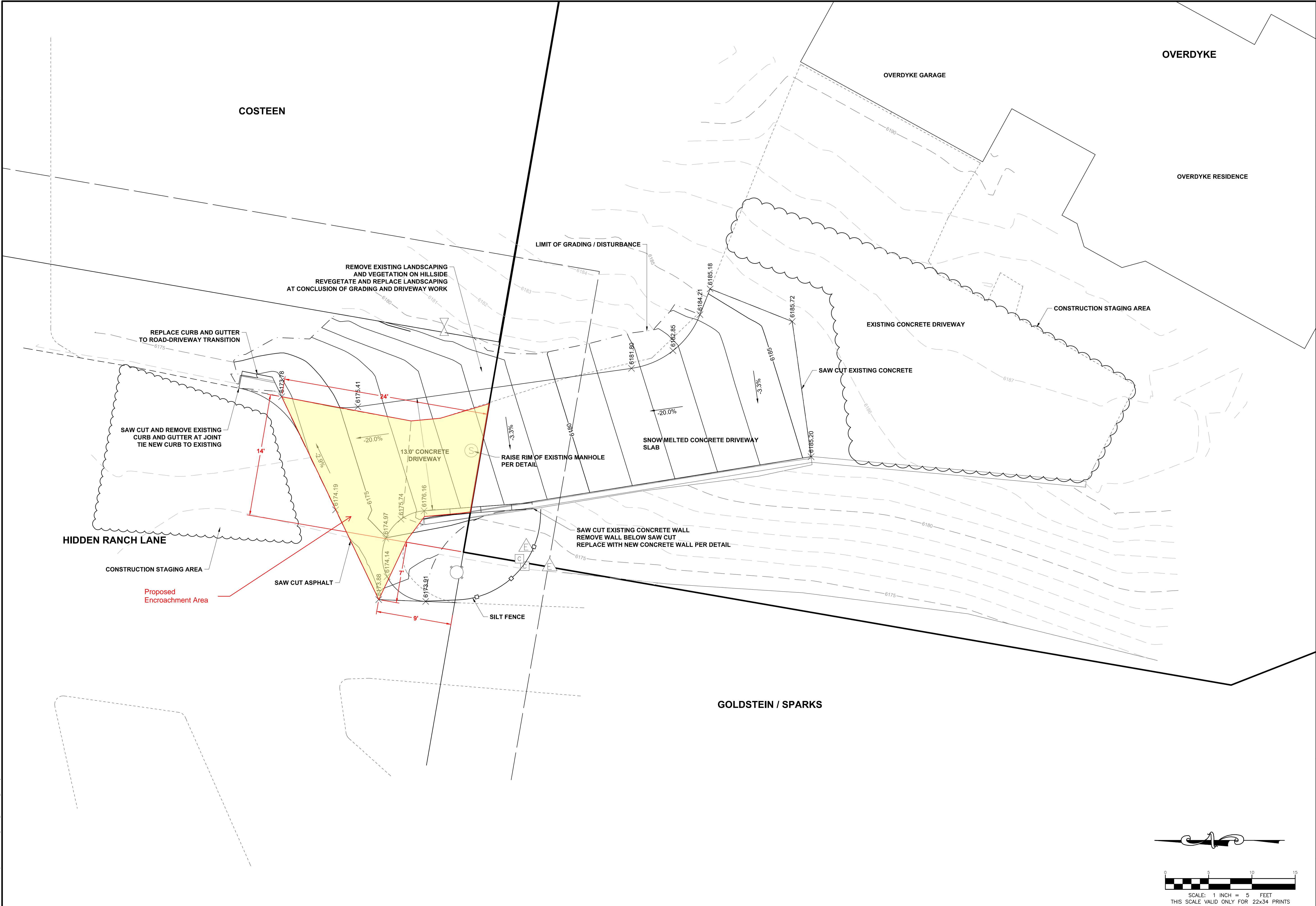
DRAFTED BY:	JL
REVIEWED BY:	TK
PLAN VERSION	DATE
GEC PERMIT	7.26.2018


PROJECT NUMBER	17130.00
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SHEET  
C2.1









**JORGENSEN**  
PINEDALE, WYOMING  
307.367.6548  
www.jorgeng.com

PROJECT TITLE:  
**OVERDYKE DRIVEWAY  
2128 HIDDEN RANCH LANE  
JACKSON, WYOMING 83002**

SHEET TITLE:  
**PROPOSED CONDITIONS**

DRAFTED BY:	JL
REVIEWED BY:	TK
PLAN VERSION	DATE
GEC PERMIT	7.26.2018
PROJECT NUMBER	17130.00
SHEET	C2.1



## LETTER OF TRANSMITTAL

TO:

DATE 2018.7.26	PROJECT NO. 17130
ATTENTION: Town of Jackson Planning: Tyler Sinclair	
RE: Overdyke, 2128 Hidden Ranch Lane Encroachment Agreement Application	

ORIGINALS	COPIES	DATE	NO.	DESCRIPTION
	3	2018.7.26		Encroachment Agreement Application
	3	2018.7.26		Encroachment Agreement Narrative
	3	2001.10.29		Existing Encroachment Agreement
	3	2018.7.26		Proposed Conditions Exhibit

THESE ARE TRANSMITTED as checked below:

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> For approval            | <input type="checkbox"/> Approved as submitted            | <input type="checkbox"/> For review and comment |
| <input checked="" type="checkbox"/> For your use | <input type="checkbox"/> Approved as noted                | <input type="checkbox"/> Other                  |
| <input type="checkbox"/> As requested            | <input type="checkbox"/> Returned for corrections         | <input type="checkbox"/> For archiving          |
| <input type="checkbox"/> FOR BIDS DUE _____      | <input type="checkbox"/> PRINTS RETURNED AFTER LOAN TO US |   |

### REMARKS

Dear Mr. Sinclair,

Attached please find an Encroachment Agreement Application and supporting material for the above referenced project. The encroachment is intended to support proposed grading changes to the Overdyke Driveway located at the end of Hidden Ranch Lane (in the road lot owned by the Town).

Sincerely,  
JORGENSEN ASSOCIATES, PC

Joseph Lovett, P.E.  
Project Engineer

*If enclosures are not as noted, kindly notify us at once*

COPY TO \_\_\_\_\_

SIGNED: Joseph M. Lovett

## ENCROACHMENT AGREEMENT

**THIS AGREEMENT** dated this 29th day of October, 2001, by and between Hollinshead T. Knight of 2128 Hidden Ranch Lane Jackson, WY, hereinafter collectively referred to as "Encroaching Party" and the TOWN OF JACKSON, a municipal corporation of the State of Wyoming, hereinafter referred to as "the Town", provided as follows:

**WHEREAS**, Encroaching Party is the owner in fee simple of that certain real property in Teton County, Wyoming, described as follows:

Lot 6, Hidden Ranch Addition 22-40-16-05-2-04-006

**WHEREAS**, the Town is the owner of that certain public right-of-way known as Hidden Ranch Lane, which public right-of-way adjoins Encroaching Party's property.

**WHEREAS**, there is constructed, improvements within the above-referenced public right-of-way described as follows:

A private driveway which extends approximate eight (8) feet beyond the northerly property line and into the public way as it abuts the southerly right-of-way boundary of Hidden Ranch Lane.

**WHEREAS**, Encroaching party recognizes that it cannot acquire any right, title, or interest in and to the said public right-of-way by adverse possession or otherwise due to the encroachment and has agreed to accept all responsibility associated with the maintenance and liabilities of the trees located within the encroaching area.

**NOW, THEREFORE, IT IS HEREBY AGREED** that for and in consideration of the aforesaid premises and the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, paid by each of the said parties to the other, encroaching Party and the Town do mutually covenant and agree as follows:

1. CONVEYANCE AND QUITCLAIM:

Encroaching Party conveys and quitclaims to the Town all right, title, and interest now owned or hereinafter acquired in and to the afore-referenced public right-of-way.

2. AGREEMENT TO ALLOW ENCROACHMENT:

The town agrees that Encroaching Party shall have the right to have the improvements overlap and extend beyond the boundary line of the Town right-of-way and to encroach and rest on the Town right-of-way to the same extent and in the same manner as the improvements now overlap and encroach on such property.

RELEASED	
INDEXED	
ABSTRACTED	
SCANNED	

Grantor: KNIGHT, HOLLINSHEAD T ET AL

Grantee: KNIGHT, HOLLINSHEAD T ET AL

Doc 0555002 bk 438 pg 859-861 Filed at 3:41 on 10/31/01

Sherry L Dalgie, Teton County Clerk fees: 10.00

By JULIE A HODGES Deputy



3. RIGHT TO MAINTAIN:

Encroaching Party shall have the right from time to time to go upon the adjoining Town right-of-way for the purpose of maintaining the improvements above, provided that any damage occurring to the property of the Town as a result of such maintenance shall be corrected or repaired at the sole expense of Encroaching Party or its successors and assigns.

4. INDEMNIFICATION:

Encroaching Party hereby agrees to indemnify and hold harmless the Town of Jackson from any and all damage, claim, cause, or right of action which may arise from normal Town use, maintenance, construction, repair, or replacement activities associated with the Town right-of-way in its present configuration and alignment and any of the present utilities within the Town right-of-way which may arise due to the proximity of the encroaching improvements to the work activity being conducted.

5. BINDING COVENANT:

The provisions of this agreement shall operate as a covenant running with all parcels of land above described, and shall bind both parties hereto and their respective successors and assigns in ownership.

6. TERM OF AGREEMENT:

This instrument and all the covenants contained herein shall remain in force and effect until such time as the Town removes the encroaching improvements. Removal of encroaching improvements shall be based on legitimate municipal interest, including but not limited to, removal of existing trees due to safety concerns and the Towns need to use additional right-of-way. Notice of removal shall state the timeframe within which the improvements shall be removed, and said timeframe shall not be less than two months. Upon extension, removal, or destruction of the encroaching improvements, all rights of Encroaching Party, its successors, and assigns, hereunder to the encroachment, shall cease.

TOWN OF JACKSON

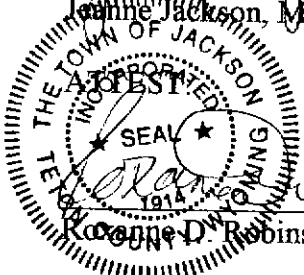
APPROVED AS TO FORM:

Jeanne Jackson  
Jeanne Jackson, Mayor

[Signature]  
Town Attorney

CONTENTS:

Shawn P. O'Malley  
Town Engineer



Roxanne D. Robinson  
Roxanne D. Robinson, Deputy Town Clerk

STATE OF WYOMING

) ss.

COUNTY OF TETON

The foregoing instrument was acknowledged before me by Shawn P. O'Malley, Dan Hesse,  
Roxanne DeVries Robinson, as Mayor and Deputy Town Clerk, respectively, of the Town  
of Jackson this 31st day of October, 2001.

Witness my hand and official seal.

Donna M. Baur  
Notary Public

My commission Expires: 6/15/2005



Property Owner

Hollinshead T. Knight  
Hollinshead T. Knight

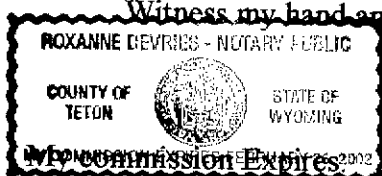
STATE OF WYOMING

) ss.

COUNTY OF TETON

The foregoing instrument was acknowledged before me by,  
Hollinshead T. Knight, as its \_\_\_\_\_, this 29th day  
of October, 2001.

Witness my hand and official seal.



[Signature]  
Notary Public



July 27, 2018

Tyler Sinclair, Planning Director  
Town of Jackson Planning & Building Department  
P.O. Box 1687  
Jackson, WY 83001  
*Via Hand Delivery*

RE: Overdyke, 2128 Hidden Ranch Lane, Encroachment Agreement Application  
Project No. 17130.00

Dear Mr. Sinclair,

Attached please find an Encroachment Agreement Application for the above referenced project. The encroachment is intended to support proposed grading changes to the Overdyke Driveway located at the end of Hidden Ranch Lane (in the road lot owned by the Town).

**Existing Conditions:**

The existing Hidden Ranch Lane ends in a tee-turnaround and splits into driveways serving Lots 4, 5 and 6 (Hidden Ranch Subdivision). The driveway to Lot 6 (2128 Hidden Ranch Lane splits off the east side of the end of the road and climbs steeply to the residence. The adjacent driveway to Lot 5 (serving 2127 Hidden Ranch Lane), splits off the west and drops slightly to the residence. The driveways are separated by a concrete wall, extending approximately 6' beyond the property boundary, into the road lot.

The existing conditions leads to two issues. First, the driveway slopes at 25-30% and widens from 11 to 14' as it climbs the hill to reach the residence. This steep grade and width change creates a driveway that is difficult to drive and maintain (especially with the presence of ice and snow). Second, the existing grades of the driveway and Hidden Ranch Lane cause storm water from the driveway and Hidden Ranch Lane to collect at the base of the driveway.

**Proposed Condition:**

The proposed condition (attached to this application C2.1 - Proposed Conditions dated 7.23.2018) will address steep variable width driveway condition discussed above. The driveway will be regraded approximately 40' south of the property boundary to street level. The proposed driveway grades will be reduced to 20% (from existing 30%) and the driveway will be widened to 13' consistently (from 11-14' now), creating a safer and more navigable access to Hidden Ranch Lane. The proposed driveway will extend 15' further than the existing driveway into Hidden Ranch Lane, resulting in a total of 25' encroachment into the road lot. Due to the presence of collapsible soils on the hillside and the desire prevent additional infiltration, the low point in the gutter existing at the northeast corner of the driveway will remain. The proposed improvements will neither increase nor alleviate the existing drainage problem of the town street.



The proposed improvements have been discussed Town of Jackson Engineering and Public Works Departments as well as the neighboring homeowners. Town Engineer and Streets Supervisor have indicated the proposed improvements will not interfere with the safety and functionality of the existing infrastructure and are consistent with the land development regulations requirements. It was discussed that the encroachment agreement should contain language to address the maintenance of infrastructure in the encroachment area. Lot 4 and 5 homeowners have been contacted and did not comment, as the improvements have minimal effect on access to their respective properties.

Sincerely,  
JORGENSEN ASSOCIATES, PC

A handwritten signature in blue ink that reads "Joseph M. Lovett". The signature is written in a cursive, flowing style.

Joseph Lovett, P.E.  
Project Engineer

## PLANNING

<b>Project Number</b>	P18-248	<b>Applied</b>	8/16/2018	STOL
<b>Project Name</b>	Encroachment - 2128 Hidden Ranch Lane	<b>Approved</b>		
<b>Type</b>	ENCROACHMENT	<b>Closed</b>		
<b>Subtype</b>	FRONT YARD	<b>Expired</b>		
<b>Status</b>	STAFF REVIEW	<b>Status</b>		

<b>Applicant</b>	<b>Owner</b>	OVERDYKE REVOCABLE TRUST
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<b>Site Address</b>	<b>City</b>	<b>State</b>	<b>Zip</b>
2128 HIDDEN RANCH LANE	JACKSON	WY	83001

<b>Subdivision</b>	<b>Parcel No</b>	<b>General Plan</b>
HIDDEN RANCH ADDITION	22401605204006	

Type of Review	Status	Dates				Remarks
		Sent	Due	Received		
Legal A Cohen-Davis	APPROVED	8/17/2018	9/7/2018	8/28/2018		
Planning Brendan Conboy	APPROVED	8/17/2018	9/7/2018	9/6/2018		See Staff Report
Public Works Rachelle Rhodes (8/29/2018 4:03 PM RR) P18-248 Overdyke Revocable Trust 2128 Hidden Ranch Lane  August 29, 2018 Rachelle, 307-733-3079	APPROVED W/CONDITI	8/17/2018	9/7/2018	8/29/2018		see notes

The proposed encroachment agreement is approved with the condition of providing a dimensioned plan drawing of the maximum and minimum encroachment distances from the property line.

(9/4/2018 9:01 AM RR)

Dimensioned plan was provided by engineer. See attachment.