



STAFF REPORT

CITY of YORBA LINDA

PUBLIC WORKS DEPARTMENT

DATE: FEBRUARY 18, 2025

TO: HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL

FROM: JAMIE LAI, P.E., DIRECTOR OF PUBLIC WORKS / CITY ENGINEER
PREPARED BY: REGINA HU, P.E., PRINCIPAL CIVIL ENGINEER

SUBJECT: ENCROACHMENT ONTO CITY PROPERTY REQUEST –
4893 MAIN STREET (THE “ARTISAN”, NICK SABA)

RECOMMENDATION

It is recommended that the City Council:

- 1) Authorize the construction of a permanent second-story deck/balcony encroaching sixteen feet (16') onto public right-of-way at 4893 Main Street, over public sidewalk, contingent upon the approval and clearance by all utility easement holders, and
- 2) Determine such encroachments will not adversely impact on the City's property, City's facility, or the general public safety, and
- 3) Require the property owner(s) at 4893 Main Street to execute an Administrative Encroachment Agreement pursuant to City Council Policy E-5.

BACKGROUND

The project site addressed as 4893 Main Street is located within the Historic Town Center for which its most recent use had been a travel agency office known as *Yorba Linda Travel*. The Historic Town Center serves as the primary shopping and dining destination in downtown and aims to strengthen the community with high-quality retail shopping, dining, and entertainment experiences. Nick Saba and Doreen Saba, owners of Terra Culinary LLC, purchased the subject site with intentions to convert the office space into a new specialty market/butchery named the “Artisan” with indoor and outdoor dining, with a permanent second-story outdoor deck/balcony extending over public sidewalk by sixteen feet (16').

On June 14, 2023, the Planning Commission approved Design Review 2023-02, Conditional Use Permits 2023-12 and 2023-16 for the “Artisan” with conditions of approval. However, the second-story outdoor deck/balcony is subject to an Encroachment Agreement approved only by City Council via the E-5 Policy process. Planning Commission's purview of the second-story deck is limited to architectural design/ compatibility with Historic Town Center

only.

DISCUSSION

The current Policy E-5, adopted in 2023, addresses the use of City-held easements. The City owns easement rights over properties citywide for various defined uses. In the Encroachment Permit section of the E-5 Policy, “no significant impact” is defined as less than one foot of encroachment onto City-owned property / easement (See Attachment 3). The policy continues to state that over one foot of encroachment constitutes a property / easement vacation process or an Encroachment Agreement, as stated herein.

The proposed improvement(s) within the City Property area were evaluated by the property owner and Public Works and determined to have minimal physical adverse effects on the City’s daily use of the property and does not adversely impact existing buildings, adjacent properties, or the safety of the general public. The second-floor dining deck will not affect public sidewalk operations. Dining is also proposed under the deck at street grade, but the owner(s) agree to maintain a minimum six foot (6’) wide sidewalk pedestrian accessible path and ten foot-eight inches (10’-8”) vertical clearance for public use. The existing tree well will relocate southerly to accommodate new water meters and backflow devices serving 4893 and 4895 Main Street.

Portions of the new structure will be situated on a site encumbered by existing access and utility easements. The future addition along the rear of the building is proposed to encroach into the easement that is owned/utilized by a number of property owners and utility companies, for the purposes of access, parking, utility service, and other ancillary uses. The owner (Saba) has entered into an agreement with all neighboring owners to obtain shared, mutual benefit of the rear easement area. The rear area will house relocated utilities, including electrical (Southern California Edison – SCE), gas (Southern California Gas Co – SCG), sewer and water (Yorba Linda Water District).

Electrical, gas, cable TV, water, and traffic facilities exist underneath the proposed second-story deck in the front of the building’s sidewalk area. As a condition of approval for entitlements, the owner must seek will-serve letters and approvals from all utility holders prior to construction of the second-story deck. The proposed deck could restrict access for future maintenance of this utility infrastructure if they were to remain in place. Several utility owners have provided their concurrence (see Attachment 4), except SCE. Southern California Edison’s approval is contingent upon the completion of their rear facilities and relocation of three other electrical services. Saba’s neighbors (4885, 4998, and 4895 Main St) have committed to reestablish their electrical services as quickly as feasibly possible.

In an effort to expedite the City approvals in anticipation of all easement holder concurrence, the owner (Saba) has requested the Encroachment Agreement be brought forth for City Council approval ahead of SCE’s clearance (see Attachment 5). The proposed second-story deck/balcony structure will not be constructed until all clearances have been met, with an estimated time frame of three to four (3 to 4) months after permit issuance.

As such, staff recommends that the proposed improvement(s) within City property be

conditionally permitted and requests authorization for the Mayor to grant the subject property owner(s) an Encroachment Permit for the proposed improvement(s) on City property, and to enter into an Agreement Containing Covenants Affecting Real Property (Administrative Encroachment Permit), herein referred to as “Agreement”. This Agreement requires the subject property owner(s) to bear any costs for damage to City property and includes an indemnity clause to protect the City from any future liability or lawsuits relating to the improvement(s). In addition, the property owner would be responsible for the removal / replacement costs of said improvement(s) in any event. The Agreement will be recorded with the County and will bind all future owners of the property. The Encroachment Permit shall not take effect until all terms of the Agreement are satisfied.

FISCAL IMPACT

There is no direct fiscal impact. The subject property owner(s) will be required to pay for the recording of the Agreement and staff time associated with processing any permits, as allowed in the City’s Fee Schedule. The subject property owner(s) would be responsible for the removal/ replacement/ construction costs of said improvement(s) on City property.

ALTERNATIVES

Deny the subject property owner(s) improvement within the City property and the owner(s) will remove the deck/balcony structure from the plans while keeping the remainder of the architectural elements of the building intact. This alternative is not preferred as the proposed deck is considered architecturally feasible and attractive design by the Planning Commission that adds character and interest to the overall street scene for Main Street, as reflected in the Town Center Specific Plan.

ATTACHMENTS

- Attachment 1 – Vicinity Map
 - Attachment 2 – Agreement Containing Covenants Affecting Real Property (Administrative Encroachment Permit)
 - Attachment 3 – E-5 Encroachment Policy
 - Attachment 4 – Artisan Utility Clearances
 - Attachment 5 – Commitment Letter by Owner
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