



CITY OF DANA POINT

COMMUNITY DEVELOPMENT DEPARTMENT
33282 Golden Lantern, Suite 209
Dana Point, CA 92629
(949) 248-3564 | www.danapoint.org

Preliminary Application Housing Projects

PLANNING DIVISION

Preliminary Application-Housing Development Projects (2+ units) (Govt. Code 65941.1)

Purpose: This form serves as the Preliminary Application for projects seeking vesting rights pursuant to SB330, the Housing Crisis Act of 2019. The form also serves as a referral to the Dana Point Planning Division for SB 330 vesting and streamlining purposes.

General Information: When submitting a Preliminary Application, this form shall be accompanied by the required documentation listed below. This form shall be completed by the applicant, fees paid, reviewed and signed by the Planning Division staff prior to acceptance by the City—the Preliminary Application will not be accepted unless all items are answered and provided. Any modification to the content(s) of this form and submitted documentation after its authorization by Planning Division staff is prohibited. Further, any change to the proposed number of dwelling units or the proposed square footage of construction must be verified by the City Planning Division.

A “housing development project” for the purposes of SB330, consists of: (1) residential units only, (2) a mix of commercial and residential uses, with 2/3 of the project’s square footage used for residential purposes, or (3) transitional or supportive housing.

PRELIMINARY APPLICATION SUBMITTAL: An appointment with a Planner is required to submit Preliminary Applications. Applications may not be submitted over the counter. Please call (949) 248-3572 or email knelson@danapoint.org to schedule an appointment.

City Staff Use Only

Planning Activity Number: PA ____ – ____	
Proposed No. of Dwelling Units ¹ :	Total Proposed Square Footage:
Date Accepted:	Last Day to File Entitlement Application ² :
Fee: \$2,500	Date Fees Paid:
Staff Planner:	Staff Signature (At acceptance):

***Provide all information requested including required supplemental information.
Missing, incomplete, or inconsistent information will delay the vesting date.***

¹ Vesting rights through the SB330 Preliminary Application process are forfeited if the Project is revised such that the number of residential units or square footage of construction changes by 20 percent or more, exclusive of any increase resulting from the receipt of a density bonus, incentive, concession, waiver, or similar provision following acceptance of a Preliminary Application (Government Code § 65941.1).

² Within 180 calendar days after the date the Preliminary Application is accepted.



Preliminary Application Housing Projects

APPLICANT / AGENT: (Print)

Name: Michael "MJ" Johnston

Mailing Address: 31877 Del Obispo St., Suite 204

City, State, ZIP: San Juan Capistrano, CA 92675

Phone: (949) 429-6300

Fax: ()

Email: mjohnston@recupero.net

CONTACT PERSON: (if different)

Name:

Mailing Address:

City, State, ZIP:

Phone: ()

Fax: ()

Email:

PROPERTY OWNER OF RECORD (see statement at right):

Name: ST Apartments, LLC.

Mailing Address: 11661 San Vicente, Suite 510

City, State, ZIP: Los Angeles, CA 90049

Phone: (310) 820-8180

Fax: ()

Email: sfowlkes@rwselby.com

IF PROPERTY OWNER DIFFERENT FROM APPLICANT/AGENT, IDENTIFY AT LEFT AND SEE PAGE 9 FOR SIGNATURE(S) AND ADDITIONAL OWNERSHIP VERIFICATION AND SIGNATURES

PROJECT DESCRIPTION: The property is currently developed with 208 wood-framed apartment units built in 1972. This application seeks to redevelop the site, adding 184 units for a total of 391 apartment homes on approximately 11.89 acres.

PROJECT ADDRESS:

23731 and 23781 Mariner Drive, Dana Point, CA 92629

LEGAL DESCRIPTION:

Please see Attachment A for complete list of Street Addresses, APNs, and the Property's Legal Description.

APN(s):

672-201-03, -07

COASTALZONE: ☐ Yes ☒ No ☐ Appeal Zone**PREVIOUS APPROVALS:**

N/A

CERTIFICATION

As the Property Owner or Applicant/Agent in the request made by this filing, I hereby certify that I acknowledge, understand and concur with the following statements:

- (a) That there are no assurances at any time, implicitly or otherwise, regarding final staff recommendations to the decision making body regarding this application.
- (b) That major changes to the proposed project may require a new application and payment of new fees.
- (c) That to the best of my knowledge the information I have presented in this form and the accompanying materials is true and correct. I also understand that additional data and information may be required prior to final action on this application.

Signature:

Michael Johnston
Property Owner or Agent

(Agent - see included agency authorization letter)

Date:

5/18/2023



PRELIMINARY APPLICATION HOUSING PROJECT FACT SHEET

List Land Use(s) (See DPZC §9.75.270 or applicable DPZC Appendix/LCP)	Number of Units	Total Square Feet	Residential/ Non-residential
Dwelling, Multiple Family	391	575,300 SF	575,300 SF (Residential)

Residential Dwelling Unit Count: Please indicate the total number of dwelling units by affordability.

<i>Type of unit</i>	<i>Total Number of Units</i>		
<i>Market Rate</i>	374		
<i>Managers Unit(s)-Market Rate</i>			
<i>Extremely Low Income</i>			
<i>Very Low Income</i>	17		
<i>Low Income</i>			
<i>Moderate Income</i>			
Total Number of Affordable Units Proposed	17		
Total Number of Bonus Units Proposed		65	

Other Notes on Units

Total Existing Dwelling Units: <u>208</u> • Existing Dwelling Units Occupied: <u>188</u> • Existing Dwelling Units Unoccupied: <u>20</u>		Number of Dwelling Units to be Demolished: <u>208</u>
Total Number of Parking Spaces: <u>625</u> • Residential Parking Spaces: <u>625</u> • Non-residential Parking Spaces: <u> </u>		Parking reductions requested pursuant to § 65915 Yes. <u> </u>



PRELIMINARY APPLICATION HOUSING PROJECT INFORMATION

1. Describe the existing conditions and uses of the site, including the existing number of residential units, existing uses, and any major physical alterations to the property:

Existing uses consist of a 208-unit apartment complex with associated parking, leasing office, and site amenities. All existing uses and structures will be demolished in connection with the redevelopment project.

2. Describe in detail the characteristics, scope, and/or operation of the proposed project. (A separate project narrative can be attached, and if so note below where it can be found in your Preliminary Application submittal)

See Attachment E for project narrative.

3. Describe any affordable housing incentives, waivers, concessions, and/or parking reductions being requested, including whether a Density Bonus is being requested pursuant to CA Government Code Section 65915.

Pursuant to CA Government Code Section 65915, the Project proponent will seek a Density Bonus, parking reductions, as well as a Development Standard waiver for height relief, and may seek additional waivers, incentives and concessions.



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4. Please indicate if the project site contain a designated or potentially historic and/or cultural resources. If "YES", please describe below.

No.

5. Please indicate if the project site contains any species of special concern such as special status flora or fauna, protected trees, environmentally sensitive habitat area (ESHA), or wildlife. If "YES", please describe below.

No.

6. Please indicate if the project site contains any recorded easements such as: utility easements, storm drain easements, drainage easements, and other public rights-of-way easements. If "YES", please describe below.

Please see Attachment B for a summary of easements.

7. Does the project site contain a stream or other resource that may be subject to a streambed alteration agreement pursuant to Chapter 6 (commencing with Section 1600) of Division 2 of the Fish and Game Code and an aerial site photograph showing existing site conditions of environmental site features that would be subject to regulations by a public agency, including creeks and wetlands. If "YES," please describe and depict in attached site plan.

No.

Area Intentionally Left Blank



Preliminary Application Housing Projects

YES	NO
X	8. Does the proposed project include a request for approval of a subdivision under the provisions of the Subdivision Map Act, including, but not limited to, a parcel map, a tentative map, or a condominium map.?
	X 9. Does the proposed project propose any point sources of air or water pollutants?
	X 10. Is the proposed project site located within a Very High Fire Hazard Severity Zone (VHFHSZ) as determined by the Department of Forestry and Fire Protection pursuant to Section 51178?
	X 11. Does the project site have a wetland(s), as defined in United States Fish and Wildlife Service Manual, Part 660 FW2 (June 21, 1993)?
	X 12. Is the project in a special flood hazard area subject to inundation by the one (1) percent annual chance flood (100-year flood) as determined by FEMA in any official published FEMA maps?
	X 13. Does a portion of the site have a delineated earthquake fault zone as determined by the State Geologist in any official maps published by the State Geologist, unless the development complies with applicable seismic protection building code standards adopted by the California Building Standards Commission under the California Building Standards Law (Part 2.5 (commencing with Section 18901) of Division 13 of the Health and Safety Code), and by any local building department under Chapter 12.2 (commencing with Section 8875) of Division 1 of Title 2?
	X 14. Is the site a hazardous waste site that is listed pursuant to Government Code Section 65962.5, or a hazardous waste site designated by the Department of Toxic Substances Control pursuant to Article 5 (commencing with Section 78760) of Chapter 4 of Part 2 of Division 45 of the Health and Safety Code?
	X 15. Is the project site located wholly or partially within the Coastal Zone? If yes, does any portion of the property contains any of the following:
	A. Wetlands, as defined in subdivision (b) of Section 13577 of Title 14 of the California Code of Regulations.
	B. Environmentally sensitive habitat areas, as defined in Section 30240 of the Public Resources Code.
	C. A tsunami run-up zone.
	D. Use of the site for public access to or along the coast.

If "YES" to any of the above please describe further below. Additional sheets can be attached, but please indicate below where the information can be found within the Preliminary Application:

8. The Project proponent will seek approvals under the Subdivision Map Act, which may include a vesting tentative map.



Required Plan Information

All plans shall be submitted in 11"x17" format, and must include an electronic copy of all plans by CD, DVD, or thumb drive in a PDF format. Additional information and studies may be required during the entitlement application phase of the project.

- 1) Legal description of the property, including a recent (within the last six (6) months) preliminary title report.
- 2) A Site Plan, including the following information:
 - Vicinity map which clearly shows the location of the site
 - Title Block (name and address or property owner of record)
 - If located in a floodzone
 - Scale, north arrow and date prepared
 - Property lines of each building site and their dimensions
 - Streets: location, name, and width, and existing improvements including sidewalks and bike facilities
 - Location of any recorded public easements (i.e. storm drain easements, drainage easements, and other public rights-of-way easements): state purpose, and illustrate easement boundaries on site plan
 - Buildings to be occupied: existing and proposed, location and square footage, showing distances from property lines
 - Topography, showing existing and proposed grades
 - Proposed land uses by number of units and square feet of residential and nonresidential development (*as applicable*)
 - Proposed number of parking spaces
 - Any area identified with identified wetlands, very high fire zone, or hazardous waste
 - Identify any historic and/or cultural resources on-site
 - Illustrate a stream or other resource that may be subject to a streambed alteration agreement pursuant to Chapter 6 (commencing with Section 1600) of Division 2 of the Fish and Game Code
- 3) Elevation drawings including the following information for each building to be occupied:
 - Elevation drawings for each side of each building showing design including windows and doors, and all colors and materials
 - Height dimensioned from lowest point of structure in accordance with DPZC [Section 9.05.110](#)
 - Indicate height limit and proposed height on elevation drawings
 - Roof pitches
 - All roof mounted equipment and screening locations impacting building mass



Preliminary Application Housing Projects

PROPERTY OWNER AFFIDAVIT

Before the application can be accepted, the owner of each property involved must provide a signature to verify the Preliminary Application is being filed with their knowledge. Staff will confirm ownership based on the records of the City Engineer or County Assessor. In the case of partnerships, corporations, LLCs or trusts, the agent for service of process or an officer of the ownership entity so authorized may sign as stipulated below.

- **Ownership Disclosure.** If the property is owned by a partnership, corporation, LLC or trust, a disclosure identifying the agent for service of process or an officer of the ownership entity must be submitted. The disclosure must list the names and addresses of the principal owners (25 percent interest or greater). The signatory must appear in this list of names. A letter of authorization, as described below, may be submitted provided the signatory of the letter is included in the Ownership Disclosure. Include a copy of the current partnership agreement, corporate articles, or trust document as applicable.
- **Letter of Authorization (LOA).** A LOA from a property owner granting someone else permission to sign the Preliminary Application form may be provided if the property is owned by a partnership, corporation, LLC or trust, or in rare circumstances when an individual property owner is unable to sign the Preliminary Application form. To be considered for acceptance, the LOA must indicate the name of the person being authorized to file, their relationship to the owner or project, the site address, a general description of the type of application being filed and must also include the language in items 1-3 below. In the case of partnerships, corporations, LLCs or trusts, the LOA must be signed by the authorized signatory as shown on the Ownership Disclosure or in the case of private ownership by the property owner. Proof of Ownership for the signatory of the LOA must be submitted with said letter.
- **Grant Deed.** Provide Copy of the Grant Deed if the ownership of the property does not match local records. The Deed must correspond exactly with the ownership listed on the application.
- **Multiple Owners.** If the property is owned by more than one individual (e.g., John and Jane Doe, or Mary Smith and Mark Jones) signatures are required of all owners.

1. I hereby certify that I am the owner of record of the herein previously described property located in the City of Dana Point which is involved in this Preliminary Application, or have been empowered to sign as the owner on behalf of a partnership, corporation, LLC, or trust as evidenced by the documents attached hereto.
2. I hereby consent to the filing of this Preliminary Application on my property for processing by the City of Dana Point for the sole purpose of vesting the proposed housing project subject to the Planning and Zoning ordinances, policies, and standards adopted and in effect on the date that this Preliminary Application is accepted.
3. Further, I understand that this Preliminary Application will be terminated and vesting will be forfeited if the housing development project is revised such that the number of residential units or square footage of construction increases or decreases by 20 percent or more, exclusive of any increase resulting from the receipt of a density bonus, incentive, concession, waiver, or similar provision, and/or an application requesting approval of an entitlement is not filed with the City of Dana Point within 180 days of the date that the Preliminary Application is accepted.
4. By my signature below, I certify that the foregoing statements are true and correct.

Signature _____ See attached.
Printed Name _____
Date _____

Signature _____
Printed Name _____
Date _____

ST APARTMENTS, LLC,
a Delaware limited liability company,

By: ST MANAGER, LLC,
a Delaware limited liability company;
Its: Manager

By: SFM-XXX, LLC,
a Delaware limited liability company,
Its: Sole Member

By: 

Steven K. Fowlkes
Its: Manager

Attachment A

1. Property Addresses

23731-23781 Mariner Drive, Dana Point, CA 92629

2. Assessor's Parcel Numbers

672-201-07; 672-201-03

3. Legal Description

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF DANA POINT, COUNTY OF ORANGE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:

LOT 1 OF TRACT NO. 7782, AS SHOWN ON A MAP FILED IN [BOOK 302, PAGES 49 AND 50](#) OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA.

PARCEL 2:

LOT 2 OF TRACT NO. 7782, AS SHOWN ON A MAP FILED IN [BOOK 302, PAGES 49 AND 50](#) OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA.

EXCEPTING THEREFROM ALL MINERALS, OIL, GAS, PETROLEUM, OTHER HYDROCARBON SUBSTANCES AND ALL UNDERGROUND WATER AND GEOTHERMAL HEAT IN AND UNDER OR WHICH MAY BE PRODUCED FROM SAID LAND WHICH UNDERLIES A PLANE PARALLEL TO AND 550 FEET BELOW THE PRESENT SURFACE OF SAID LAND FOR THE PURPOSE OF PROSPECTING FOR, THE EXPLORATION, DEVELOPMENT, PRODUCTION, EXTRACTION AND TAKING OF SAID MINERALS, OIL, GAS, PETROLEUM, OTHER HYDROCARBON SUBSTANCES, WATER AND GEOTHERMAL HEAT FROM SAID LAND BY MEANS OF MINES, WELLS, DERRICKS OR OTHER EQUIPMENT FROM SURFACE LOCATIONS ON ADJOINING OR NEIGHBORING LAND OR LYING OUTSIDE OF THE ABOVE-DESCRIBED LAND, IT BEING UNDERSTOOD THAT THE OWNER OF SUCH MINERALS, OIL, GAS, PETROLEUM, OTHER HYDROCARBON SUBSTANCES, GEOTHERMAL HEAT AND WATER, AS SET FORTH ABOVE, SHALL HAVE NO RIGHT TO ENTER UPON THE SURFACE OF THE ABOVEDESCRIBED LAND NOR TO USE ANY OF SAID LAND OR ANY PORTION THEREOF ABOVE SAID PLANE PARALLEL TO AND 550 FEET BELOW THE PRESENT SURFACE OF THE SAID LAND FOR ANY PURPOSE WHATSOEVER, AS RESERVED IN THE DEED FROM LA CRESTA SERVICE CORP., A CALIFORNIA CORPORATION RECORDED IN [BOOK 14255, PAGE 525](#) OF OFFICIAL RECORDS.

ATTACHMENT B

SB 330 Application

EASEMENT SUMMARY

23731 Mariner Drive, Dana Point, CA

First American Title Insurance Company Preliminary Report No. NCS-1113236-ONT1
dated February 22, 2022 (the "Title Report"), attached hereto as Attachment "D"

TITLE REPORT EXCEPTION NUMBER	DESCRIPTION
10	An easement for slope and incidental purposes, recorded August 11, 1965 as Book 7626, Page 927 of Official Records. In Favor of: South Coast County Water District Affects: as described therein
11	An easement shown or dedicated on the map of Tract No. 7782 recorded July 27, 1972 and on file in Book 302, Page 49 and 50 , of Tract Maps. For: Drainage and incidental purposes. (Affects Parcel 1) Note: The effect of an instrument which purports to convey the above-mentioned easement holders right to City of Dana Point by an instrument recorded on February 06, 1997 as Instrument No. 1997-0059427 of Official Records. No assurance is hereby afforded to current ownership of said easement.
12	An easement shown or dedicated on the map of Tract No. 7782 recorded July 27, 1972 and on file in Book 302, Page 49 and 50 , of Tract Maps. For: Water lines, sanitary sewer and incidental purposes.
13	Abutter's rights of ingress and egress to or from Niguel Road, except at street intersections, have been dedicated or relinquished on the map of Tract No. 7782 on file in Book 302, Page 49 and 50 , of Tract Maps.
14	An easement for transmission and distribution of electricity and incidental purposes, recorded as Book 10413, Page 239 of Official Records. In Favor of: San Diego Gas and Electric Company, a corporation Affects: as described therein
15	An easement for pipelines with metering, regulating and other equipment and incidental purposes, recorded as Book 10505, Page 955 of Official Records. In Favor of: Southern California Gas Company Affects: as described therein
16	An easement for underground telephone, telegraph and communication structures and incidental purposes, recorded as Book 10719, Page 472 of Official Records. In Favor of: The Pacific Telephone and Telegraph Company Affects: as described therein
17	An easement for the transmission and distribution of electricity and incidental purposes, recorded as Book 10719, Page 566 of Official Records. In Favor of: San Diego Gas and Electric Company, a corporation Affects: as described therein

18	An easement for sanitary sewer and incidental purposes, recorded as Book 11124, Page 995 of Official Records. In Favor of: South Laguna Sanitary District Affects: as described therein
19	A Deed of Trust to secure an original indebtedness recorded April 1, 2016 as Instrument No. 2016000139247 of Official Records.
20	Water rights, claims or title to water, whether or not shown by the public records.
21	Rights of parties in possession.

ATTACHMENT C

SB 330 Application

Ownership Disclosure: The Villas at Monarch Beach

Authority

ST Apartments, LLC, a Delaware limited liability company, owns 100% of the property located at 23731-23781 Mariner Drive, Dana Point, 92629.

Pursuant to the limited liability company agreement of ST Apartments, LLC, the company is managed by a manager. The manager of ST Apartments, LLC is ST Manager, LLC, a Delaware limited liability company.

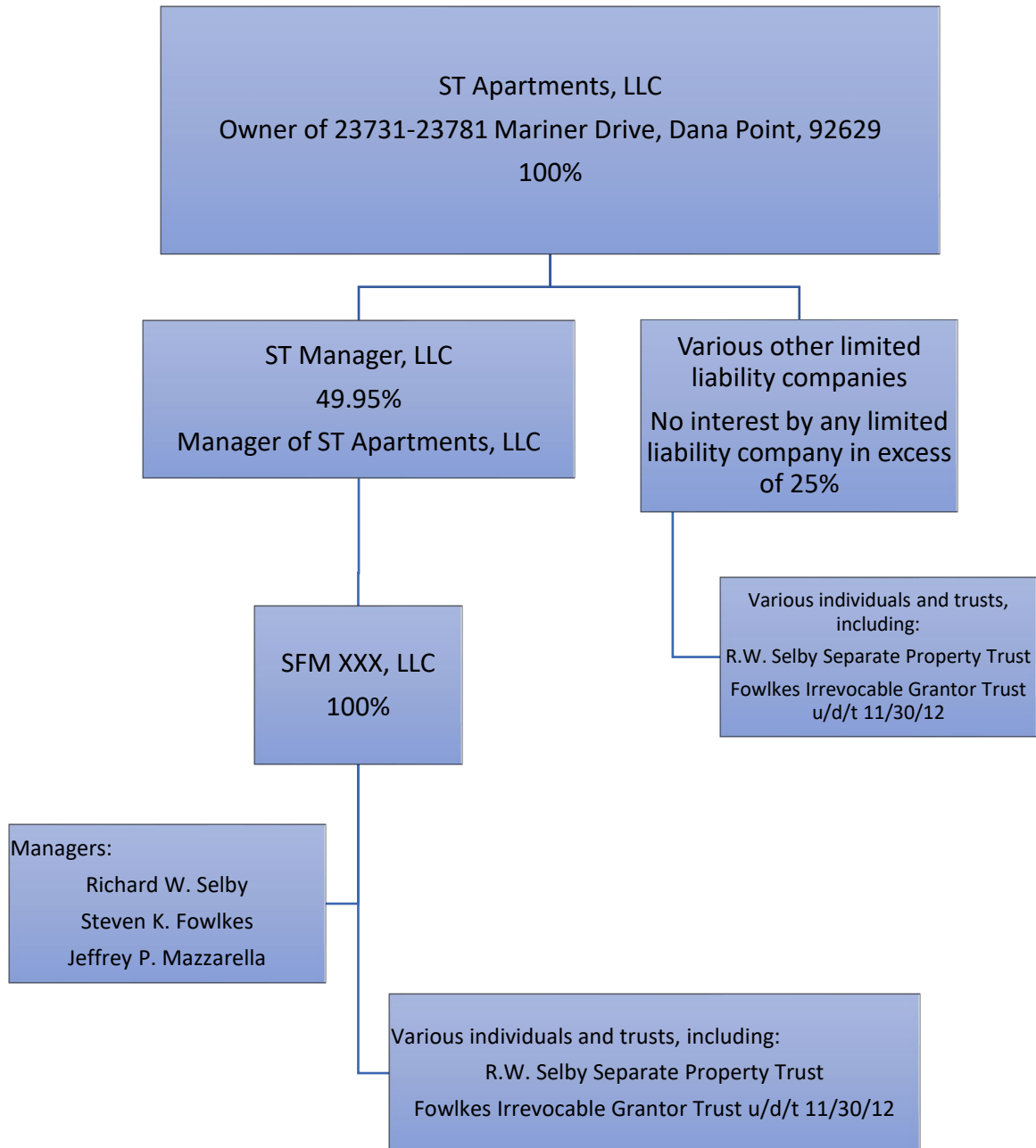
Pursuant to the limited liability company agreement of ST Manager, LLC, the company is managed by the member. The sole member of ST Manager, LLC is SFM-XXX, LLC, a Delaware limited liability company.

Pursuant to the limited liability company agreement of SFM-XXX, LLC, the company is managed by three managers: Richard W. Selby, Steven K. Fowlkes, and Jeffrey P. Mazzearella. Steven K. Fowlkes, pursuant to the limited liability company agreement, is empowered to sign this affidavit.

Ownership

ST Manager, LLC has a 49.95% direct ownership interest in ST Apartments, LLC. No other entity directly owns over 25% of ST Apartments, LLC

Richard W. Selby, as trustee of the R.W. Selby Separate Property Trust and Steven K. Fowlkes, as trustee of the Fowlkes Irrevocable Grantor Trust u/d/t 11/30/12 each have, when aggregated, ultimate beneficial interests in ST Apartments, LLC in excess of 25% through various limited liability companies.



Attachment D



First American

Commitment

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: NCS-1113236-ONT1

COMMITMENT FOR TITLE INSURANCE

Issued By

FIRST AMERICAN TITLE INSURANCE COMPANY

NOTICE

IMPORTANT-READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, ***First American Title Insurance Company***, a Nebraska Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

First American Title Insurance Company

Dennis J. Gilmore, President

Greg L. Smith, Secretary

If this jacket was created electronically, it constitutes an original document.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions.

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COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements; and
- (f) Schedule B, Part II—Exceptions.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I—Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions.

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6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

Arbitration provision intentionally removed.

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First American

Schedule A

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: NCS-1113236-ONT1

Transaction Identification Data for reference only:

Issuing Agent: First American Title Insurance Company National Commercial Services

Commitment No.: NCS-1113236-ONT1

Property Address: 23731 Mariner Drive, Dana Point, CA

Revision No.:

Issuing Office: 3281 E Guasti Road, Suite 440, Ontario, CA 91761

Issuing Office File No.: NCS-1113236-ONT1

Escrow Officer/Assistant: /

Phone: /

Email: /

Title Officer/Assistant: Wendy Hagen Bowen/Kevin Peairs

Phone: (909)510-6225/

Email: whagen@firstam.com/KPeairs@firstam.com

SCHEDULE A

1. Commitment Date: February 22, 2022 at 7:30 AM
2. Policy to be issued:
 - (a) ☒ 2006 ALTA® Standard Owner Policy
Proposed Insured: To Be Determined
Proposed Policy Amount: \$ To Be Determined
 - (b) ☒ 2006 ALTA® Extended Loan Policy
Proposed Insured: To Be Determined
Proposed Policy Amount: \$ To Be Determined
 - (c) ☐ 2006 ALTA® Policy
Proposed Insured:
Proposed Policy Amount: \$
3. The estate or interest in the Land described or referred to in this Commitment is

Fee
4. The Title is, [at the Commitment Date, vested in:](#)

ST Apartments, LLC, a Delaware limited liability company
5. The Land is described as follows:

See Exhibit "A" attached hereto and made a part hereof

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions.

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First American

Schedule BI & BII

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: NCS-1113236-ONT1

Commitment No.: NCS-1113236-ONT1

SCHEDULE B, PART I

Requirements

All of the following Requirements must be met:

- A. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
- B. Pay the agreed amount for the estate or interest to be insured.
- C. Pay the premiums, fees, and charges for the Policy to the Company.
- D. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
- E. Releases(s) or Reconveyance(s) of Item(s): 19
- F. Other: None
- G. You must give us the following information:
 - a. Any off record leases, surveys, etc.
 - b. Statement(s) of Identity, all parties.
 - c. Other: None

The following additional requirements, as indicated by "X", must be met:

- ☒ H. Provide information regarding any off-record matters, which may include, but are not limited to: leases, recent works of improvement, or commitment statements in effect under the Environmental Responsibility Acceptance Act, Civil Code Section 850, et seq.

The Company's Owner's Affidavit form (as provided by the company) must be completed and submitted prior to close in order to satisfy this requirement. This Commitment will then be subject to such further exceptions and/or requirements as may be deemed necessary.

- ☐ I. An ALTA/NSPS survey of recent date, which complies with the current minimum standard detail requirements for ALTA/NSPS land title surveys, must be submitted to the Company for review. This Commitment will then be subject to such further exceptions and/or requirements as may be deemed necessary.

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- ☒ J. The following LLC documentation is required from:
- (i) a copy of the Articles of Organization
 - (ii) a copy of the Operating Agreement, if applicable
 - (iii) a Certificate of Good Standing and/or other evidence of current Authority to Conduct Business within the State
 - (iv) express Company Consent to the current transaction
- ☐ K. The following partnership documentation is required :
- (i) a copy of the partnership agreement, including all applicable amendments thereto
 - (ii) a Certificate of Good Standing and/or other evidence of current Authority to Conduct Business within the State
 - (iii) express Partnership Consent to the current transaction
- ☐ L. The following corporation documentation is required:
- (i) a copy of the Articles of Incorporation
 - (ii) a copy of the Bylaws, including all applicable Amendments thereto
 - (iii) a Certificate of Good Standing and/or other evidence of current Authority to Conduct Business within the State
 - (iv) express Corporate Resolution consenting to the current transaction
- ☒ M. Based upon the Company's review of that certain partnership/operating agreement dated **Not disclosed** for the proposed insured herein, the following requirements must be met: Any further amendments to said agreement must be submitted to the Company, together with an affidavit from one of the general partners or members stating that it is a true copy, that said partnership or limited liability company is in full force and effect, and that there have been no further amendments to the agreement. This Commitment will then be subject to such further requirements as may be deemed necessary.
- ☐ N. A copy of the complete lease, as referenced in Schedule A, #3 herein, together with any amendments and/or assignments thereto, must be submitted to the Company for review, along with an affidavit executed by the present lessee stating that it is a true copy, that the lease is in full force and effect, and that there have been no further amendments to the lease. This Commitment will then be subject to such further requirements as may be deemed necessary.
- ☒ O. Approval from the Company's Underwriting Department must be obtained for issuance of the policy contemplated herein and any endorsements requested thereunder. This Commitment will then be subject to such further requirements as may be required to obtain such approval.
- ☐ P. Potential additional requirements, if ALTA Extended coverage is contemplated hereunder, and work on the land has commenced prior to close, some or all of the following requirements, and any other requirements which may be deemed necessary, may need to be met:
- ☐ Q. The Company's "Indemnity Agreement I" must be executed by the appropriate parties.

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- ☐ R. Financial statements from the appropriate parties must be submitted to the Company for review.
- ☐ S. A copy of the construction contract must be submitted to the Company for review.
- ☐ T. An inspection of the Land must be performed by the Company for verification of the phase of construction.
- ☐ U. The Company's "Mechanic's Lien Risk Addendum" form must be completed by a Company employee, based upon information furnished by the appropriate parties involved.

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First American

Schedule BI & BII (Cont.)

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: NCS-1113236-ONT1

Commitment No.: NCS-1113236-ONT1

SCHEDULE B, PART II

Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.
2. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
3. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
4. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
5. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
7. General and special taxes and assessments for the fiscal year 2022-2023, a lien not yet due or payable.
8. General and special taxes and assessments for the fiscal year 2021-2022

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APN	TRA	1st Half, STATUS	Penalty	2nd half, STATUS	Penalty
897-061-01	28-026	951.19, PAID	0.00	951.19, OPEN	0.00
897-061-02	28-026	951.19, PAID	0.00	951.19, OPEN	0.00
897-061-03	28-026	951.19, PAID	0.00	951.19, OPEN	0.00
897-061-04	28-026	951.19, PAID	0.00	951.19, OPEN	0.00
897-061-05	28-026	850.54, PAID	0.00	850.54, OPEN	0.00
897-061-06	28-026	850.54, PAID	0.00	850.54, OPEN	0.00
897-061-07	28-026	850.54, PAID	0.00	850.54, OPEN	0.00
897-061-08	28-026	850.54, PAID	0.00	850.54, OPEN	0.00
897-061-09	28-026	951.19, PAID	0.00	951.19, OPEN	0.00
897-061-10	28-026	951.19, PAID	0.00	951.19, OPEN	0.00
897-061-11	28-026	951.19, PAID	0.00	951.19, OPEN	0.00
897-061-12	28-026	951.19, PAID	0.00	951.19, OPEN	0.00
897-061-00	28-026	916.49, PAID	0.00	916.49, OPEN	0.00
897-060-91	28-026	850.54, PAID	0.00	850.54, OPEN	0.00
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897-060-93	28-026	951.19, PAID	0.00	951.19, OPEN	0.00
897-060-94	28-026	951.19, PAID	0.00	951.19, OPEN	0.00
897-060-95	28-026	951.19, PAID	0.00	951.19, OPEN	0.00
897-060-96	28-026	951.19, PAID	0.00	951.19, OPEN	0.00
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897-060-99	28-026	916.49, PAID	0.00	916.49, OPEN	0.00
897-060-61	28-026	951.19, PAID	0.00	951.19, OPEN	0.00
897-060-62	28-026	951.19, PAID	0.00	951.19, OPEN	0.00
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897-060-70	28-026	951.19, PAID	0.00	951.19, OPEN	0.00

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897-060-29	28-026	951.19, PAID	0.00	951.19, OPEN	0.00
897-060-30	28-026	951.19, PAID	0.00	951.19, OPEN	0.00

(Affects Parcel 2)

9. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
10. An easement for slope and incidental purposes, recorded August 11, 1965 as [Book 7626, Page 927](#) of Official Records.
In Favor of: South Coast County Water District
Affects: as described therein
11. An easement shown or dedicated on the map of Tract No. 7782 recorded July 27, 1972 and on file in [Book 302, Page 49 and 50](#), of Tract Maps.
For: Drainage and incidental purposes.

(Affects Parcel 1)

Note: The effect of an instrument which purports to convey the above mentioned easement holders right to City of Dana Point by an instrument recorded on February 06, 1997 as Instrument No. [1997-0059427](#) of Official Records. No assurance is hereby afforded to current ownership of said easement.

12. An easement shown or dedicated on the map of Tract No. 7782 recorded July 27, 1972 and on file in [Book 302, Page 49 and 50](#), of Tract Maps.
For: Water lines, sanitary sewer and incidental purposes.

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13. Abutter's rights of ingress and egress to or from Niguel Road, except at street intersections, have been dedicated or relinquished on the map of Tract No. 7782 on file in [Book 302, Page 49 and 50](#), of Tract Maps.
14. An easement for transmission and distribution of electricity and incidental purposes, recorded as [Book 10413, Page 239](#) of Official Records.
In Favor of: San Diego Gas and Electric Company, a corporation
Affects: as described therein
15. An easement for pipe lines with metering, regulating and other equipment and incidental purposes, recorded as [Book 10505, Page 955](#) of Official Records.
In Favor of: Southern California Gas Company
Affects: as described therein
16. An easement for underground telephone, telegraph and communication structures and incidental purposes, recorded as [Book 10719, Page 472](#) of Official Records.
In Favor of: The Pacific Telephone and Telegraph Company
Affects: as described therein
17. An easement for the transmission and distribution of electricity and incidental purposes, recorded as [Book 10719, Page 566](#) of Official Records.
In Favor of: San Diego Gas and Electric Company, a corporation
Affects: as described therein
18. An easement for sanitary sewer and incidental purposes, recorded as [Book 11124, Page 995](#) of Official Records.
In Favor of: South Laguna Sanitary District
Affects: as described therein
19. A Deed of Trust to secure an original indebtedness of \$40,000,000.00 recorded April 1, 2016 as Instrument No. [2016000139247](#) of Official Records.
Dated: March 31, 2016
Trustor: ST Apartments, LLC, a limited liability company organized and existing under the laws of Delaware
Trustee: First American Title Insurance Company
Beneficiary: Berkeley Point Capital LLC, a limited liability company, organized and existing under the laws of Delaware

The beneficial interest in the Deed of Trust was assigned to Wilmington Trust, National Association, as Trustee for the Registered Holders of J.P. Morgan Chase Commercial Mortgage Securities Corp., Multifamily Mortgage Pass-Through Certificates, Series 2016-KF18 by mesne instruments of record, the last of which recorded August 09, 2016 as Instrument No. [2016-366532](#) of Official Records.

20. Water rights, claims or title to water, whether or not shown by the public records.
21. Rights of parties in possession.

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ALERT - CA Senate Bill 2 imposes an additional fee of \$75 up to \$225 at the time of recording on certain transactions effective January 1, 2018. Please contact your First American Title representative for more information on how this may affect your closing.

NOTE to proposed insured lender only: No Private transfer fee covenant, as defined in Federal Housing Finance Agency Final Rule 12 CFR Part 1228, that was created and first appears in the Public Records on or after February 8, 2011, encumbers the Title except as follows: None

1. Taxes for proration purposes only for the fiscal year 2021-2022.

First Installment: \$104,118.29, PAID
 Second Installment: \$104,118.29, PAID
 Tax Rate Area: 28-026
 APN: 672-201-03

(Affects Parcel 1)

2. Taxes for proration purposes only for the fiscal year 2021-2022.

First Installment: \$0.00, NO TAX DUE
 Second Installment: \$0.00, NO TAX DUE
 Tax Rate Area: 28-026
 APN: 672-201-07

(Affects Parcel 2)

3. According to the latest available equalized assessment roll in the office of the county tax assessor, there is located on the land a(n) Multiple Family Residence known as 23731 Mariner Drive, Dana Point, CA.

(Affects Parcel 1)

4. The property covered by this report is vacant land.

(Affects Parcel 2)

5. According to the public records, there has been no conveyance of the land within a period of twenty-four months prior to the date of this report, except as follows:

None

6. This preliminary report/commitment was prepared based upon an application for a policy of title insurance that identified land by street address or assessor's parcel number only. It is the responsibility of the applicant to determine whether the land referred to herein is in fact the land that is to be described in the policy or policies to be issued.

The map attached, if any, may or may not be a survey of the land depicted thereon. First American Title Insurance Company expressly disclaims any liability for loss or damage which may result from reliance on

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions.

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this map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of this Commitment or the Policy, if any, to which the map is attached.

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First American

ISSUED BY

First American Title Insurance Company

File No: NCS-1113236-ONT1

Exhibit A

File No.: NCS-1113236-ONT1

The Land referred to herein below is situated in the City of Dana Point, County of Orange, State of California, and is described as follows:

PARCEL 1:

LOT 1 OF TRACT NO. 7782, AS SHOWN ON A MAP FILED IN [BOOK 302, PAGES 49 AND 50](#) OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA.

PARCEL 2:

LOT 2 OF TRACT NO. 7782, AS SHOWN ON A MAP FILED IN [BOOK 302, PAGES 49 AND 50](#) OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA.

EXCEPTING THEREFROM ALL MINERALS, OIL, GAS, PETROLEUM, OTHER HYDROCARBON SUBSTANCES AND ALL UNDERGROUND WATER AND GEOTHERMAL HEAT IN AND UNDER OR WHICH MAY BE PRODUCED FROM SAID LAND WHICH UNDERLIES A PLANE PARALLEL TO AND 550 FEET BELOW THE PRESENT SURFACE OF SAID LAND FOR THE PURPOSE OF PROSPECTING FOR, THE EXPLORATION, DEVELOPMENT, PRODUCTION, EXTRACTION AND TAKING OF SAID MINERALS, OIL, GAS, PETROLEUM, OTHER HYDROCARBON SUBSTANCES, WATER AND GEOTHERMAL HEAT FROM SAID LAND BY MEANS OF MINES, WELLS, DERRICKS OR OTHER EQUIPMENT FROM SURFACE LOCATIONS ON ADJOINING OR NEIGHBORING LAND OR LYING OUTSIDE OF THE ABOVE-DESCRIBED LAND, IT BEING UNDERSTOOD THAT THE OWNER OF SUCH MINERALS, OIL, GAS, PETROLEUM, OTHER HYDROCARBON SUBSTANCES, GEOTHERMAL HEAT AND WATER, AS SET FORTH ABOVE, SHALL HAVE NO RIGHT TO ENTER UPON THE SURFACE OF THE ABOVE-DESCRIBED LAND NOR TO USE ANY OF SAID LAND OR ANY PORTION THEREOF ABOVE SAID PLANE PARALLEL TO AND 550 FEET BELOW THE PRESENT SURFACE OF THE SAID LAND FOR ANY PURPOSE WHATSOEVER, AS RESERVED IN THE DEED FROM LA CRESTA SERVICE CORP., A CALIFORNIA CORPORATION RECORDED IN [BOOK 14255, PAGE 525](#) OF OFFICIAL RECORDS.

For conveyancing purposes only: APN 672-201-07 (Affects Parcel 2)
672-201-03 (Affects Parcel 1)

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Attachment E

SITE PLAN



A1

TOTAL RESIDENTIAL UNITS:	309 UNITS
NO. OF BUILDINGS:	1 BLDGS
TOTAL FLOOR AREA:	654,400 SF
RESIDENTIAL FLOOR AREA:	444,800 SF
RES. GARAGE FLOOR AREA:	209,600 SF

B1-B11

TOTAL RESIDENTIAL UNITS:	22 UNITS
NO. OF BUILDINGS:	11 BLDGS
TOTAL FLOOR AREA:	46,600 SF
TOTAL RESIDENTIAL FLOOR AREA:	36,900 SF
TOTAL RES. GARAGE FLOOR AREA:	9,700 SF

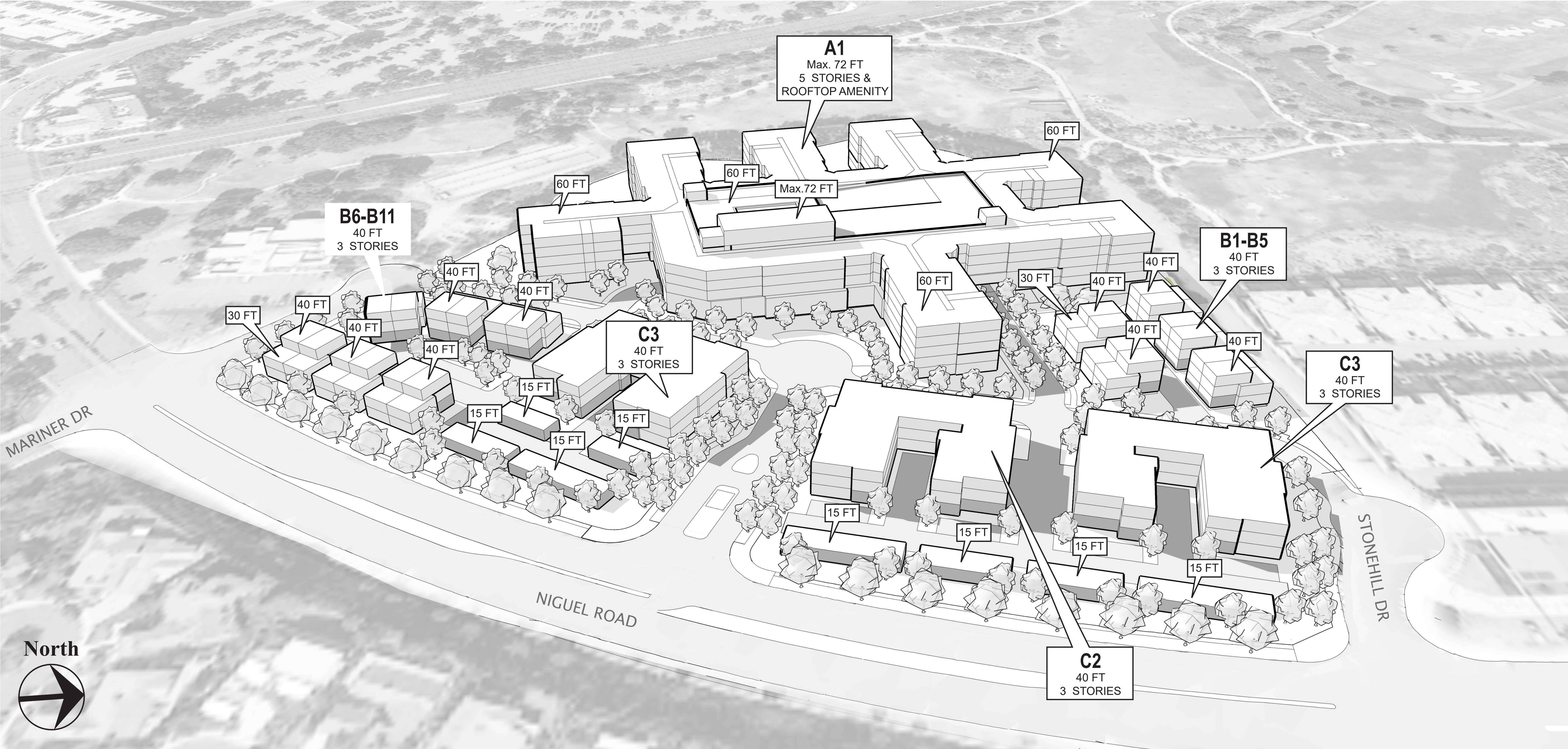
C1-C3

TOTAL RESIDENTIAL UNITS:	60 UNITS
NO. OF BUILDINGS:	3 BLDGS
TOTAL FLOOR AREA:	107,400 SF
TOTAL RESIDENTIAL FLOOR AREA:	93,600 SF
TOTAL RES. GARAGE FLOOR AREA:	13,800 SF

PROJECT TOTAL

TOTAL RESIDENTIAL UNITS:	391 UNITS
TOTAL FLOOR AREA:	808,400 SF
TOTAL RESIDENTIAL FLOOR AREA:	575,300 SF
TOTAL RES. GARAGE FLOOR AREA:	233,100 SF

BUILDING ELEVATIONS FROM EAST



A1
BUILDING HEIGHT: Max. 72'
MAIN BUILDING MASS: 60'
ROOFTOP AMENITY: Max. 72'

B1-B11
BUILDING HEIGHT: 40'

C1-C3
BUILDING HEIGHT: 40'

The Project consists of 391 residential units in multiple building typologies and support amenity spaces on an 11.89-acre site for a blended residential density of 32.9 dwelling units per acre. With approximately 808,400 gross square feet the residential and ancillary enclosed space floor area is 575,300 gross square feet. In addition, the total garage area is approximately 233,100 gross square feet. Approximately 625 private parking spaces will be provided within a multi-level parking structure, tuck-under and attached garages, as well as within a combination of small surface parking lots and street parking all on-site.

The project is conceived to include a mix of residential product ranging from three-story duplexes, three-story stacked flats, and a “wrap building” which includes a combination of five-story Type III-A

construction “wrapping” and adjacent to a multi-story Type I parking structure. The site includes three access points with a central visitor gate off Niguel Road and two residents’ gates: one at Stonehill Drive from the north and the other at Mariner Drive from the south. The two residential access points are linked by a private street that provides access to all residential products. This proposed street is to be tree-lined and framed by active uses, including leasing office, residential amenity facilities, and ground floor units with patios and/or direct street access.

The project would include a combination of indoor and outdoor private recreational amenities, including swimming pools, spa, and clubhouse facilities. Leasing and indoor amenities are centrally located on an arrival plaza located at a proposed central

turnaround. This amenity hub offers easy access to a rooftop amenity deck through convenient elevators. The rooftop deck promises an experience oriented towards stunning views. A pedestrian path runs along the western perimeter of the Project linking perimeter courtyards, an on-grade pool, and breezeway in the wrap building that connects to the internal street. These pedestrian facilities provide access to the Sea Terrace Community Park and ultimately Salt Creek Beach via a tunnel under Pacific Coast Highway.

The tallest proposed Project structure is configured to feature a series of perimeter courtyards that create movement and landscape pockets along the park edge and is intended to visually “blur the line” between the Project and the park. This purposefully integrated edge helps to bring additional visibility

to the park to improve comfort and safety, while allowing for a series of view-oriented residential courtyards to break down the scale of the building. Proposed Project building heights step down along the Niguel Road frontage and adjacent to library, fire station, and existing Grand Monarch gated residential community adjacent to the Waldorf Astoria Monarch Beach Resort and Club.

The Project takes inspiration from California coastal contemporary architectural design aesthetic. While different, materials and color palette complement contextual adjacencies such as the Waldorf Astoria Monarch Beach, The Ritz Carlton Laguna Niguel, and the Grand Monarch condominiums. Rather than emulate the traditional character of these projects, the coastal contemporary architecture style uses materials and colors to reflect natural seaside

elements, such as surf, sand, sky, and similar natural tones and color palette to create a timeless architectural expression. The Project envisions the use of materials such as stucco, wood, metal, stone, concrete, brick, laminate, siding, glass, and/or tile.

Building forms, fenestration, articulation, and overall composition reinforce strong connections with the outdoors, celebrate ocean and park views, and enhance natural light in units and common areas. Buildings will use a combination of flat and pitched roofs designed to create movement in the roof line and accommodate transitions between changes in height or building massing.

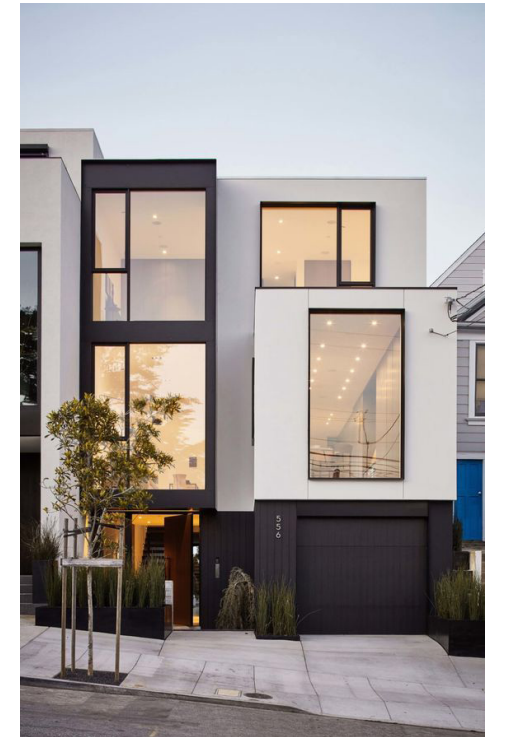
CONCEPTUAL ARCHITECTURE

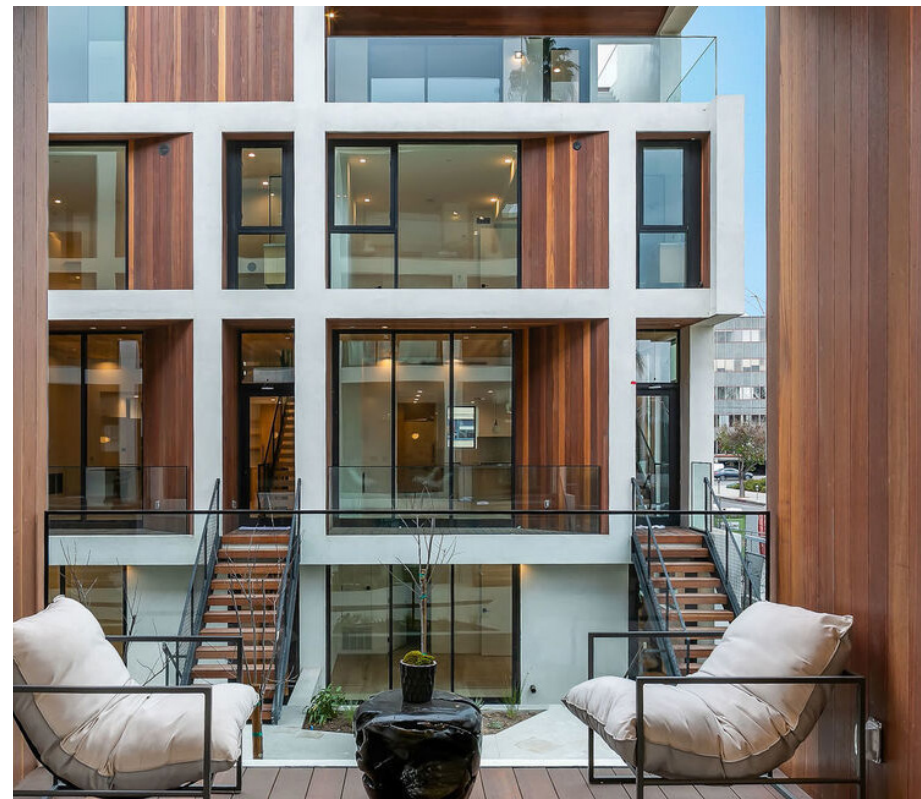
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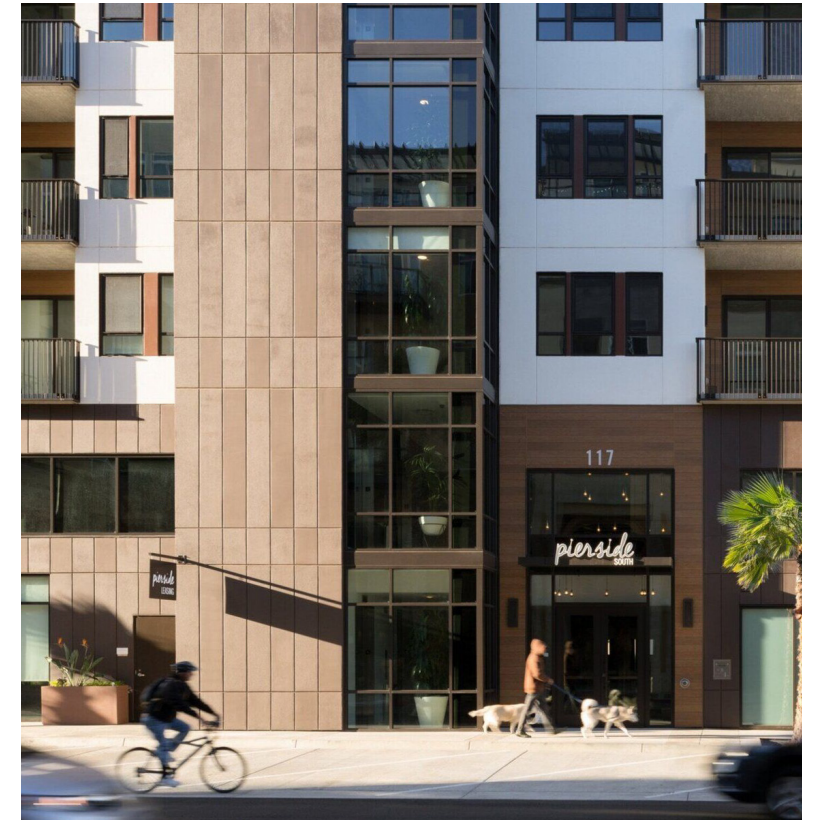
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The following images illustrate the variety of architecture that will be used. As a part of the full Site Development Permit application package, and pursuant to DPMC Section 9.71.050, we intend to finalize design and architecture consistent with the vernacular of the City's Urban Design Guidelines process.





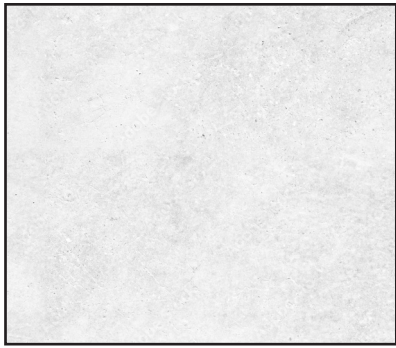




STUCCO



STONE



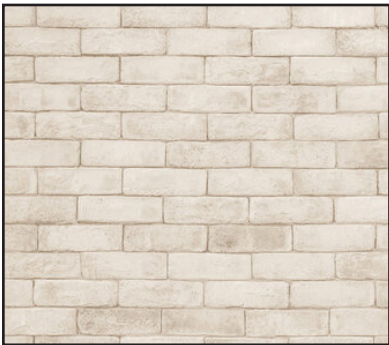
CONCRETE



WOOD



LAMINATE



BRICK



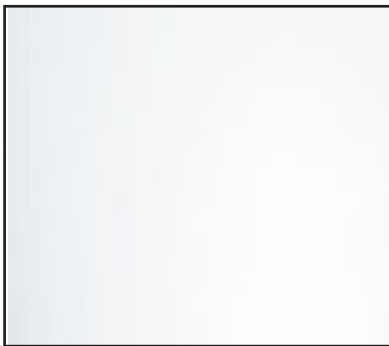
METAL



STEEL



SIDING

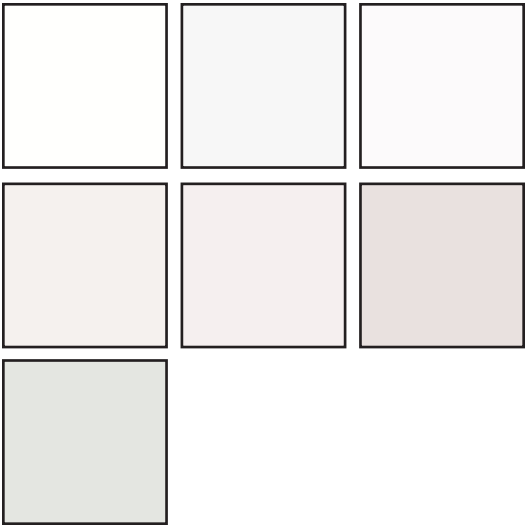


GLASS



TILE (ROOF)

PRIMARY BUILDING
COLORS



SECONDARY
BUILDING COLORS

