



CITY OF DANA POINT

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

ACCESSORY DWELLING UNIT / JUNIOR ACCESSORY DWELLING UNIT PLAN CHECK SUBMITTAL REQUIREMENTS

OFFICE USE ONLY:

Planner signature: _____
Date: _____

ACCESSORY DWELLING UNIT / JUNIOR ACCESSORY DWELLING UNIT PLAN CHECK SUBMITTAL REQUIREMENTS

ADDRESS: _____

Notice to Property Owner(s) and Applicants:

The plan check process for Accessory Dwelling Units (ADUs) is a 60-day period from the date a complete ADU plan check application is submitted to the Building and Safety Division to the date permits are issued. ADU plan check reviews, which are not acted upon by the City within the 60-day period, will automatically be approved. It is the responsibility of the property owner(s) to ensure that a complete ADU application, plans, and supporting documentation is submitted to the City. **ADU applications, which do not meet all minimum development standards and the plan check submittal requirements, will not be accepted for plan check.** Prior to submittal, the property owner(s) must sign an agreement with the City to toll the 60-day approval period for the time from when the applicant has been notified of corrections, to when they officially resubmit corrected plans. Refusal to sign into said agreement with the City will result in the automatic denial of the application.

If the permit application to create an ADU, and/or a Junior Accessory Dwelling Unit (JADU) is submitted with a permit application to create a new single-family dwelling on the same lot, the City may delay action on the permit application for the ADU, and/or the JADU, until the City acts on the permit application to create the new single-family dwelling. However, the application to create the ADU, and/or JADU shall be considered without discretionary review or hearing.

The requirements to submit an ADU project to the City of Dana Point (City) for plan check review are listed below. Please review the checklist below prior to submitting an ADU application to the City. The property owner/applicant is encouraged to contact the Planning Division to verify if the proposed ADU complies with all applicable zoning requirements prior to submittal. All new submittals must be reviewed by the Planning Division prior to submittal to the Building Division. The Building Division staff will review the submittal, ensuring the submittal meets the minimum plan check requirements. If the proposed project meets the requirements to make a formal submittal to the Building Division, Building staff will process plan submittal and collect the required fees. Filing hours are 8:00 a.m. to 12:00 noon, Monday through Friday.

ITEMS THAT DO NOT INCLUDE ALL THE FOLLOWING WILL NOT BE ACCEPTED:

- *All plans, legal descriptions, and other documents must be submitted on sheets not less than 8 1/2" x 11" in size, and not greater than 24" x 36" in size.*

1. Completed and Signed Applications and Tolling Agreement:

- Building Plan Check Application
- ADU Application Form
- Tolling Agreement
- Deed Restriction (to be recorded prior to issuance of Building Permit)

2. ADU Permit & Plan Check Submittal Fees:

- Accessory Dwelling Unit Permit: **\$5,422**
- Additional fees to be determined at Plan Check Submittal
 - To accurately calculate plan check fees, the following shall be on the plans:
 - Square footage of the proposed ADU
 - Square footage of the garage
 - Square footage of any decks or balconies
 - Square footage of any guardrails
 - Depth and diameter of any caissons
 - Size of Grade Beams
 - Fireplace
 - Skylights

3. Site Plans/Title Page (4 Sets):

(Containing the following information)

- Scope of Work
- Applicable Building Codes
- Deferred Submittals (limited)
- Square footage summary (also include the square footage of the existing main dwelling)
- Special inspection summary
- Sheet Index
- Vicinity map which clearly shows the location of the site
- Title Block (name and address or property owner of record)
- Scale, north arrow and date prepared
- Property lines of building site and their dimensions
- Ultimate street right-of-way lines designated
- Streets: location, name, and width, and existing improvements including sidewalks and bike facilities.
- Identify all easements: locations, purpose, and width on site plan
- Buildings: existing and proposed, location and size, showing distances from property lines, existing and proposed rooflines
- Access: (driveways, etc.) existing and proposed location, add dimensions and materials
- Fencing, non-retaining walls: existing and proposed, type, location, height, and materials
- Retaining walls existing or proposed: type, location, height, and materials
- Topography, showing existing and proposed grades
- Parking, plans shall show required parking spaces in compliance with Section 9.07.210(D)(9) of the City's Municipal Code. If ADU is within 0.5 miles, walking distance, of bus stop, no additional parking is required; include a map showing the distance to the nearest bus stop.
- _____

4. Development Plans/Architectural (4 Sets):

(Fully dimensioned, scaled (not less than 1" = 8") and containing the following information)

Floor Plans:

- Overall building and individual room dimensions, including square footage calculations
- All proposed interior walls and partitions
- Room identification
- Window and door locations

Elevations:

- Provide views of elevations for all areas of improvement

- Indicate height limit and proposed height on elevations
 - Height dimensioned from lowest point of structure
 - Height dimensioned above grade of all floor, eaves, and roof ridges/parapets
 - Roof pitches
 - All roof mounted equipment and screening locations
 - Exterior wall openings locations
 - Cross-sections of project area
- 5. Structural (4 Sets):**
- Foundation/Footings Plan
 - Floor Framing Plan and Ceiling/Roof Framing Plan
 - Structural Calculation (2 Sets) stamped and signed
 - Soils Report (2 Sets) stamped and signed
- 6. MPE (4 Sets):**
- Show location of meter(s)
 - Mechanical, Plumbing, Electrical and Gas layout. Include electrical load calculations, materials, gas sizing, and utility layout from meter(s).
- 7. Energy Code Compliance**
- Provide Energy Code compliance forms/calculations
- 5. Homeowners Association Approval:**
- In the event that the subject property is located within a Homeowners Association (“HOA”), the applicant shall submit written evidence of the HOA’s approval of the ADU or JADU.

NOTICE TO APPLICANTS

- *The ADU or JADU shall not be sold as a separate dwelling unit.*
- *Neither the ADU or JADU, nor the primary dwelling shall be rented for less than thirty (30) days, unless operating with an approved Short-Term Permit.*
- *Beginning January 1, 2025, a natural person with legal or equitable title to the lot must reside in either the principal dwelling unit or the ADU or JADU as the person’s legal domicile and permanent residence.*
- *A Deed Restriction attached hereto prepared by the City shall be recorded on the subject property prior to issuance of building permits.*



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Dana Point, CA 92629
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ADU/JADU APPLICATION

DATE SUBMITTED:

DATE BLD PERMIT ISSUED:

DATE BLD PERMIT FINAL:

ACCESSORY DWELLING UNIT / JUNIOR ACCESSORY DWELLING UNIT APPLICATION form

PROJECT INFORMATION

Property Address:

Assessor Parcel Number(s):

Existing Zoning Designation for the Parcel:

APPLICANT

Name:

Address:

City:

State:

Zip:

Phone:

Email:

PROPERTY OWNER(S)

Name(s):

Address:

City:

State:

Zip:

Phone:

Email:

TYPE OF ACCESSORY DWELLING UNIT AND/OR JADU PROPOSED

New attached

New detached

Conversion/Rebuild Living Area*

Conversion/Rebuild Accessory Structure*

Junior Accessory Dwelling Unit (JADU)*

PROJECT DETAILS FOR THE ACCESSORY DWELLING UNIT AND/OR JADU

Lot size:

Flood Zone: Yes No

Coastal Zone: Yes No

Square footage of Main Dwelling:

Number of Bedrooms:

Number of Parking Stalls:

Square footage of ADU or JADU:

Number of Bedrooms:

Number of Bathrooms:

Required ADU parking stalls provided:

Is the property located within ½ mile of a transit stop?
 Yes No

Who will be the occupant of the ADU and/or JADU?

Owner Renter Other _____

Approximate Monthly Rent: \$

Does the primary residence have fire sprinklers? (*Building inspector to field verify at time of inspection*) Yes No

New utilities proposed for **ADU ONLY** (Select all that apply):

Water Meter Gas Meter Electric Meter New Sewer Connection to Street

Note: No separate utilities allowed for JADUs

FINANCIAL ASSISTANCE

Fee waivers for City-issued reviews and permits may be granted for a very-low or low income qualifying ADU and/or JADU. Annual reporting of monthly rent and renter income verification will be required. Request for fee waiver:

Yes No

I certify that I am the owner of this property, and I have read the requirements of Section 9.07.210 of Title 9 of the Dana Point Municipal Code. I also certify that the information I have given is correct and that I comply with, and will continue to comply with, all of the City's requirements for Accessory Dwelling Units and Junior Accessory Dwelling Units. I certify and declare under penalty of perjury under the laws of the State of California that the above answers are true and complete to the best of my knowledge. **(Note: a person acting as agent of the owner of record must attach a notarized letter of authorization from the legal owner.)**

Property Owner's Signature: _

Date: _____

**ACCESSORY DWELLING UNIT
AGREEMENT TO TOLL THE 60-DAY REVIEW PERIOD**

The undersigned hereby certify that _____ is/are the owner(s) of the hereinafter described real property located at _____ in the City of Dana Point, County of Orange, State of California ("The Property").

We/I have applied for approval from the City of Dana Point (hereinafter "City") to construct an accessory dwelling unit (the "Accessory Dwelling Unit" or "ADU"), or junior accessory dwelling unit (the "Junior Accessory Dwelling Unit" or "JADU") on the Property. The plan check process for ADUs and JADUs is a sixty (60) day period from the date a complete plan check application is submitted to the Building and Safety Division, to the date permits are issued.

ADU plan check reviews, which are not acted upon by the City within the sixty (60) day period, will automatically be approved. When submitted plans do not meet applicable code standards, the City gives applicants the opportunity to make the noted corrections. Once all corrections are made, the applicant must resubmit the corrected set of plans to ensure code compliance.

We/I have agreed to toll the sixty (60) day review period required by the State of California, while the plans are in our/my possession. It is our/my responsibility to ensure all necessary corrections to the plans are made and resubmitted to the Building and Safety Division within two (2) weeks of our receipt of the plans. The City will not be subject to the sixty (60) day review period unless the plans are physically in their possession. We/I understand that failure to sign this agreement, and/or failure to meet the resubmittal timeline will result in the denial of our/my application.

APPLICANT(S) SIGNATURE(S)

Name: _____

By: _____

Date: _____

Title: _____

Name: _____

By: _____

Date: _____

Title: _____

**RECORDED AT REQUEST OF
AND WHEN RECORDED RETURN TO:**

City Clerk
City of Dana Point
33282 Golden Lantern
Dana Point, CA 92629

EXEMPT FROM RECORDER'S FEES
PURSUANT TO GOVERNMENT CODE
SECTIONS 6103 AND 27383

**AGREEMENT AFFECTING REAL PROPERTY RELATED TO USE OF
"ACCESSORY DWELLING UNIT" ASSOCIATED WITH SINGLE-FAMILY DWELLING**

THIS AGREEMENT is made and entered into as of _____, _____ between the City of Dana Point, a municipal corporation, (hereinafter referred to as "City") and; _____ (hereinafter collectively referred to as "Owners"). In consideration of the mutual promises and covenants contained herein, the parties hereto mutually agree as follows.

SECTION 1. RECITALS. This Agreement is made and entered into with respect to the following facts, which are acknowledged as true and correct by the parties hereto:

- a. **OWNERS NAME** is the Owner of certain real property located at _____ (Assessor Parcel No. ___-___-___), in the City of Dana Point, County of Orange, (hereinafter referred to as the "Property," legal description attached as Exhibit A).
- b. Pursuant to California Government Code Section 65852.2, the Owners applied to the City for a building permit to construct an "Accessory Dwelling Unit" on the Property as illustrated in Exhibit A.
- c. This agreement is pursuant to State Law Section 65852.2(a)(6) which allows the City to require that one of the units on the Property be Owner-occupied.
- d. The Property contains _____ square feet of land area, is located within the ___ zoning district, which allows for residential development of a ___-bedroom, _____square-foot __detached or __attached Accessory Dwelling Unit pursuant to State Law Section 65852.2.
- e. In order to avoid a future nuisance abatement or other similar proceedings, the Property Owners have agreed for themselves and their heirs, assigns, and successors in interest that the Property will only be used as single-family dwelling with an accessory dwelling unit subject to State Law, the City's Municipal Code, and the provisions as set forth in this Agreement.

SECTION 2. COVENANT, CONDITION AND RESTRICTION. Owners for themselves and their heirs, assigns, and successors in interest, and on behalf of owner or Owner of the Property and their/its heirs, assigns, and successors in interest, covenants and agrees that:

1. The "Accessory Dwelling Unit" is an allowed accessory use in the Residential _____ Family (_____) zoning district and is considered ancillary to the existing single-family dwelling;
2. the ADU is subject to the requirements of Section 9.07.210 of the Dana Point Municipal Code, (b) the ADU shall not be sold separately from the primary dwelling unit;
3. Neither the ADU nor the primary dwelling shall not be rented for less than thirty (30) days; and

4. Beginning January 1, 2025, a natural person with legal or equitable title to the lot must reside in either the principal dwelling unit or the accessory dwelling unit as the person's legal domicile and permanent residence

The deed restriction shall be recorded, free of prior liens, to bind the owners and any successors in interest or otherwise recorded to the satisfaction of the City Attorney.

SECTION 3. DURATION. The Agreement shall run with the land and remain in full force and effect and shall forever bind the Owners, all of their heirs, assigns or successors in interest and any future owner or owners of the Property and his/her/its/their heirs, assigns or successors in interest as long as there is an Accessory Dwelling Unit on the Property.

SECTION 4. TAXES AND ASSESSMENTS. It is intended that this Agreement is irrevocable and shall constitute an enforceable restriction within the meaning of a) Article XIII, Section 8 or the California Constitution; and b) Section 402.1 of the California Revenue and Taxation Code or successor statute. Furthermore, this Agreement shall be deemed to constitute a servitude upon the burden to the Property within the meaning of Section 3712 of the California Revenue and Taxation Code, or successor statute, which survives a sale of tax-deeded property.

SECTION 5. REMEDIES. Any act, conveyance, contract, or authorization by the Owners or any owner of the Property whether written or oral which uses or would cause to be used or would permit use of the Property contrary to the terms of this Agreement will be deemed a violation and a breach hereof. The City and the Owners may pursue any and all available legal and/or equitable remedies to enforce the terms and the conditions of this Agreement. In the event of a breach, any forbearance on the part of any party to enforce the terms and provisions hereof shall not be deemed a waiver of enforcement rights regarding any subsequent breach.

SECTION 6. ENTIRE AGREEMENT. This Agreement contains the entire understanding between the City and the Owners with respect to the subject matter of this Agreement. Any prior agreements, promises, negotiations or representations regarding the subject of this Agreement not expressly set forth herein are of no force or effect. Subsequent modification to the Agreement shall be effective only if in writing and signed by all parties. If any term, condition or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall be valid and binding.

SECTION 7. BINDING EFFECT.

- a. Of the covenants which have been established pursuant to this Agreement, the same shall be deemed to be covenants running with the land for the benefit of the City in carrying out its statutory responsibilities under California law. The covenants contained in this Agreement shall inure to the benefit of the City and its successors and assigns, and such covenants shall run in favor of the City for the entire period during which such covenants shall be in force and effect, without regard to whether the City is or remains an owner of any land or interest therein to which such covenants relate.
- b. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.
- c. If the Owners' status relating to the Property changes from that of an owner to any other form of ownership interest (including but not limited to owner, joint tenant or tenant in common), Owners agree to be bound by the terms of this Agreement on behalf of himself, any co-owners or tenants and on behalf of his heirs, executors, administrators, successors and assigns.

SECTION 8. ATTORNEY'S FEES. If litigation is reasonably required to enforce or interpret the provisions of this Agreement, the prevailing party in such litigation shall be entitled to an award of reasonable attorney's fees, in addition to any other relief to which it may be entitled.

SECTION 9. NOTICES. Any notices or other correspondence between the parties shall be sent to the following unless either party gives the other notices of a change of address:

City Clerk
City of Dana Point
33282 Golden Lantern
Dana Point, CA 92629

With a copy to:

City Attorney
City of Dana Point
Rutan & Tucker LLP
18575 Jamboree Road, 9th Floor
Irvine, CA 92612

And to:

OWNER AND ADDRESS

Notice shall be effective upon personal delivery, delivery by courier service or three business days following deposit in the United States mail, postage prepaid, certified.

SECTION 10. SECTION HEADINGS. The section headings contained in this Agreement are for convenience and identification only and shall not be deemed to limit or define the contents of the sections to which they relate.

SECTION 11. NO PRESUMPTION RE: DRAFTEE. The parties acknowledged and agree that the terms and provisions of this Agreement have been negotiated and discussed between the parties and their attorneys, and this Agreement reflects their mutual agreement regarding the same. Because of the nature of such negotiations and discussions, it would be inappropriate to deem any party to be the drafter of this Agreement, and therefore, no presumption for or against validity or as to any interpretation hereof based upon the identity of the drafter shall be applicable in interpreting or enforcing this Agreement.

SECTION 12. ASSISTANCE OF COUNSEL. Each party to this Agreement warrants to each other party, as follows:

- (1) That each party either had the assistance of counsel or had counsel available to it, in the negotiation for, and execution of, this Agreement, and all related documents, and;
- (2) That each party has lawfully authorized the execution of this Agreement.

