

**CITY OF DANA POINT
AGENDA REPORT**

DATE: OCTOBER 6, 2026

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: JEFF ROSALER, ASSISTANT CITY MANAGER/DIRECTOR OF COMMUNITY SERVICES

SUBJECT: LANTERN BAY PARK IMPROVEMENTS AND RIGHT OF ENTRY, CONSTRUCTION AND DEVELOPMENT AGREEMENT WITH OCEAN CLIFFS AT DANA POINT, A JW MARRIOTT

RECOMMENDED ACTION:

That the City Council:

1. Approve the conceptual design for the Lantern Bay Park Improvements; and
2. Approve the Right of Entry, Construction and Development Agreement between the City of Dana Point and Alagem Capital Group, LLC, a Delaware limited liability company, for the Lantern Bay Park Improvements (Action Document A), and authorize the City Manager to execute the agreement in a form approved by the City Attorney.

BACKGROUND

Lantern Bay Park is a bluff-top park overlooking Dana Point Harbor, bordered by Golden Lantern, Dana Point Harbor Drive, and Ocean Cliffs at Dana Point, a JW Marriott. The park is known for its broad lawns, yoga in the park, play structures, and views of the Harbor and coastline. Amenities include public restrooms, barbecues, picnic areas, a play structure, a bocce ball court, and the Smyth Brothers Amphitheater.

Lantern Bay Park has a history rooted in the development of Dana Point Harbor. Conceptual design began in 1968, and in 1972 plans were announced to create an entrance to the newly opened harbor. The land had been graded by the Army Corps of Engineers during construction of the harbor in the 1960s and was originally intended for high-density housing. In 1972, Dana Point Co. purchased the 76-acre site with plans to build approximately 390 homes, but the project was met with legal challenges and delays. The project was revived in 1981 with a larger scope that included a hotel, a park, restaurants, condominiums, and single-family homes. The Smyth Brothers, developers of the project, donated the park and the Smyth Brothers Amphitheater, along with a \$500,000 maintenance fund. The park was dedicated to the County of Orange in 1983 and transferred to the City of Dana Point in 2006. Over the years it has hosted weddings, concerts, wine festivals, and the Festival of Whales Carnival.

While the park is well loved by its regular visitors and tourists, staff has observed that portions of the park are underutilized and that the park's landscaping and features are showing their age. Areas such as the amphitheater see little use, and the park would benefit from improvements that refresh its appearance and make more of the space usable for residents, visitors, and park rentals.

On November 4, 2025, staff presented the City Council with a report on Lantern Bay Park improvement plan. The report noted that while the County previously maintained the park, it could not keep up with the scale of its upkeep, and that although the City has worked to bring the park up to standard, a comprehensive refresh has not yet been undertaken. Staff identified several needs: the historic amphitheater is in disrepair and underutilized, the railing along the park's slope requires repair and replacement, and the large trees, planted when they were about four feet tall, no longer fit the coastal vistas and the coastal sage scrub habitat of the surrounding area. Staff described a vision of restoring the amphitheater with a rose garden as a scenic space for small events, plays, and musical performances, and creating a meandering botanical garden where children and parents can learn about local plants and wildlife. The amphitheater was once a popular destination for weddings, but with it in disrepair park rentals at the space have declined dramatically in the last five years. With redevelopment underway in the harbor and at the adjacent resort, staff saw an opportunity to collaborate with the hotel on the improvements. The City Council received and filed the report.

Ocean Cliffs is currently undergoing an approximately \$60 million renovation of its property. As part of that work, South Coast Water District installed new water lines serving the resort within a portion of Lantern Bay Park. The water lines are owned by South Coast Water District. Through coordination with City staff, Ocean Cliffs agreed to fund and construct improvements to Lantern Bay Park. The design was prepared by Ocean Cliffs' design team, Burton Landscape Architecture Studio, and a schematic design package was submitted to the City on August 25, 2026 (Exhibit B to the Agreement).

To understand how the community uses the park and what improvements residents would like to see, the City conducted the Lantern Bay Park Improvement Survey from August 28 through September 21, 2026. The survey was promoted through signage posted at six locations throughout the park and received 75 responses. For comparison, a recent survey at Sea Terrace Park using the same methodology over a similar time period received more than 250 responses. The lower response rate at Lantern Bay Park is consistent with staff's observation that the park, at least in the areas where changes are proposed, is underutilized. A summary of the results is provided as Supporting Document B.

DISCUSSION:

Proposed Improvements

The improvements are intended to refresh Lantern Bay Park and make more areas of the park usable, while preserving the lawns and harbor views that make the park special. The main elements are:

- Botanical Garden. Dana Point's first public botanical garden, free and open to all, in the northern portion of the park, organized as a series of planted beds connected by decomposed granite paths. The garden includes pollinator and succulent plantings, botanical name signage, benches, and 24-inch box crape myrtles. The plant palette includes succulents, cactus, and grasses along with California natives and adapted natives, including Dana Point Buckwheat, California Brittlebush, Sticky Monkeyflower, and California Coffee Berry. The plants were selected as pollinator plants that will attract Monarch butterflies, bees, hummingbirds, and other species. In the future, the botanical garden may also be used for educational purposes, including school groups learning about native plants and pollinators.
- Amphitheater. The Smyth Brothers Amphitheater will be enhanced to better serve park rentals, such as wedding ceremonies and small gatherings. The existing amphitheater will be regraded so that it is flush with the adjacent walk and planted with new turf, creating a fully accessible venue. Improvements also include upgraded finishes, lighting, wayfinding, and new planted slopes.
- Arbor Walk. The existing walk leading to the amphitheater will be framed by a wood trellis with climbing roses, specimen crape myrtles, and new planted slopes on both sides, creating a garden approach to the venue. The existing pines along this walk will be replaced with trees that are better suited in shape and size to the space and will enhance the look of the park.
- New pathway to Stairwave, the Mosaic Stairway by Mia Tavonatti. A new tree-lined concrete walk extending from the existing boulder entry at the Dana Point Harbor Drive stairs to the botanical garden.
- Pedestrian Connections. A new decomposed granite walking trail along the northern edge of the park connecting to Golden Lantern, and a new concrete walkway connecting the Ocean Cliffs event lawn to the park.

The existing lawn areas, walkways, Mosaic Walk, and perimeter plantings will remain. The bocce ball court and restrooms are not affected by the project. The play structure, the trees to the south surrounding it, and the area used for yoga will not be touched, and yoga in the park will continue unaffected by the improvements.

Existing Trees

The design includes the removal of two stands of existing pine trees: a row of Torrey pines along the walk leading to the amphitheater, and a grove of Italian stone pines in the center of the park.

On November 4, 2025, the City's tree maintenance contractor, West Coast Arborists, completed a general health assessment of the pine trees at Lantern Bay Park. The arborist identified the closely planted row of Torrey pines between Park Lantern and the amphitheater as the central area of concern. Several of these trees, especially near the amphitheater, are infested with bark beetles and have dead and dying limbs, and many show heavy resin flow that the arborist considers a likely sign of disease, possibly pitch canker. Of the 45 Torrey pines assessed, two have declined to the point that they should be removed, and laboratory testing

is recommended to confirm the cause of the decline in the others. The Torrey pines on the east side of the park near the playground appear healthy and will remain.

The arborist found the Italian stone pine grove to be in satisfactory health. The removal of the grove is proposed for design reasons rather than tree health. As staff noted in the November 4, 2025 report to the City Council, these trees were planted when they were about four feet tall and have grown well beyond the scale of the space. They now block coastal views and are out of character with the coastal sage scrub that surrounds the park. The West Coast Arborists report is available for reference upon request.

Community Survey Results

The 75 respondents are frequent park users. Sixty-one respondents (81 percent) visit the park daily or weekly. Forty-five respondents (60 percent) live in Dana Point, including Capistrano Beach, and most of the remainder live in neighboring South Orange County cities. Walking (81 percent), relaxation (59 percent), sunset watching (49 percent), and dog walking (48 percent) were the most common uses. Consistent with staff's observations, the amphitheater and event lawn area sees little use: 47 respondents (63 percent) reported never using it.

When asked what improvements they would like to see, respondents were able to select all that applied:

Improvement Category	Responses	Percent of Respondents
Additional amenities (shade, seating, water, etc.)	54	72%
Landscaping / trees	29	39%
Botanical garden	24	32%
Usable grass area	22	29%
Parking	21	28%
Trails and pathways	19	25%
Amphitheater / event venue improvements	16	21%
Lighting	14	19%
Play structure improvements	9	12%

Among specific amenities, a drinking fountain or water station was the most requested (41 respondents, 55 percent), followed by shade structures (32), benches (30), additional trees (29), and natural landscaping (25). For the botanical garden, the most requested features were a pollinator garden (29), native and drought-tolerant plants (25), walking paths (23), educational signage (19), a water feature (19), and seating (18). For the amphitheater area, respondents favored a rose garden or flowering plantings (26), landscaping around the venue (25), and shade (19).

On trees and landscaping, 39 respondents (52 percent) prefer to keep things as they are, 15 (20 percent) would like more ornamental or flowering landscaping, 14 (19 percent) would like more trees, and 3 (4 percent) would prefer fewer or smaller trees for more open sightlines.

Written comments reinforced these results. Trees were the subject mentioned most often, with most of those comments asking for more shade trees to be added, and a few cautioning that additional trees could block ocean and sunset views. Other recurring themes included protecting the open lawn and views, keeping the bocce court and open space for yoga and picnics, adding water bottle filling stations, restroom cleanliness, parking, and enforcement of leash laws, e-bike restrictions, and event trash. Several respondents felt the park should be left largely as it is, while others felt the park is due for a refresh alongside the renovated resort.

The survey was voluntary and self-selected, so results reflect the views of engaged park users rather than a statistically representative sample of the community.

How the Design Responds to the Survey

The design reflects many of the survey's top requests. The botanical garden includes the features respondents ranked highest, including pollinator plantings, walking paths, botanical signage, benches, and California native plants. The rose trellis along the Arbor Walk and the new plantings around the amphitheater respond directly to the top requests for that area. The large lawn areas and harbor views that respondents value will remain.

Some respondents expressed concern about the loss of trees in the park. The Torrey pines proposed for removal are in declining health, and the arborist has recommended removing the two in the poorest condition. The stone pine grove is healthy and currently provides shade, so its removal is a tradeoff between the existing canopy and the views and open space the design creates. To offset the loss, any tree removed will be replaced at a ratio of two new trees for each tree removed, planted in Lantern Bay Park and/or elsewhere in the City. The design also adds new crape myrtles along the Arbor Walk, Mosaic Stair Walk, and botanical garden. Water stations and shade were the most requested amenities. In response, several water bottle filling stations will be added to the park as part of the project, and the new trees will add shade over time.

Right of Entry, Construction and Development Agreement

A Right of Entry, Construction and Development Agreement between the City and Alagem Capital Group, LLC, owner of Ocean Cliffs at Dana Point, will set out the terms for the park improvements (Action Document A). Under the agreement, Alagem Capital Group, LLC will design and construct the improvements at its own cost; submit plans to the City for review and approval before construction; coordinate the construction schedule with the City and keep unaffected areas of the park open to the public; restore all park areas disturbed by the water line installation; provide insurance, bonds, and a warranty on the improvements; and turn the completed improvements over to the City for acceptance. Upon completion and acceptance, the City will assume ongoing maintenance of the improvements.

FISCAL IMPACT:

The design and construction of the Lantern Bay Park Improvements will be funded by Ocean Cliffs at no cost to the City. Upon completion, the City will be responsible for ongoing

maintenance. The botanical garden planting beds, arbor, and decomposed granite paths will require more intensive maintenance than the existing turf. These ongoing maintenance costs will be absorbed within the Parks operating budget.

STRATEGIC PLAN IMPLEMENTATION:

Strategic Goal 5: Maintain and enhance Dana Point's unique sense of place.

ACTION DOCUMENT A

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A. [Right of Entry, Construction, and Development Agreement for Lantern Bay Park Improvements](#) 7

SUPPORTING DOCUMENT B

B. [Lantern Bay Park Improvement Survey Results Summary](#) 34

ACTION DOCUMENT A**RIGHT OF ENTRY, DEVELOPMENT, AND CONSTRUCTION AGREEMENT
(LANTERN BAY PARK IMPROVEMENTS)**

This Right of Entry, Development, and Construction Agreement (this “Agreement”) is entered into as of _____, 2026 (the “Effective Date”) by and between the City of Dana Point, a California municipal corporation (“City”), and Alagem Capital Group, LLC, a Delaware limited liability company, doing business as Ocean Cliffs at Dana Point, a JW Marriott (“Resort”). City and Resort are sometimes individually referred to as a “Party” and collectively as the “Parties.”

RECITALS

- A. Resort is the owner and operator of the hotel property commonly known as Ocean Cliffs at Dana Point, a JW Marriott, located at 25135 Park Lantern, Dana Point, California (the “Resort Property”). Resort is undertaking an approximately \$60 million renovation of the Resort Property.
- B. City is the owner of the public park commonly known as Lantern Bay Park, consisting of approximately 15.47 acres adjacent to the Resort Property, as more particularly described in Exhibit “A” (the “Site”). City operates and maintains the Site as a public park.
- C. In connection with Resort’s renovation, South Coast Water District installed new water lines within a portion of the Site to serve the Resort Property (the “Water Lines”). Water Lines are owned by South Coast Water District.
- D. In recognition of the City’s cooperation with the installation of the Water Lines, and to benefit the public, Resort has agreed to design, construct, and pay for certain landscape, hardscape, and amenity improvements within the Site, as described in this Agreement.
- E. Resort’s landscape architect, Burton Landscape Architecture Studio, prepared a schematic design package for the Lantern Bay Park Improvements dated August 25, 2026, which is attached as Exhibit “B.”
- F. City desires to have the improvements constructed and requires that Resort have a temporary right of entry onto the Site to do so. On October 6, 2026, the City Council approved the conceptual design and this Agreement and authorized the City Manager to execute this Agreement.

AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge, the Parties agree as follows:

- 1. Right of Entry.
 - 1.1 Grant. City grants to Resort, and to Resort’s contractors, consultants, and agents, a temporary, non-exclusive, revocable (only as provided in Section 13) right of entry onto the portion of the Site solely for the purpose of constructing the Improvements (as defined in Section 2.1) in accordance with this Agreement. Staging, storage of materials

and equipment, and contractor parking are permitted only in locations approved in writing by City.

- 1.2 Term. The right of entry begins on the Effective Date and ends upon City's written acceptance of the Improvements under Section 5.5, unless terminated earlier under Section 13. Resort may enter the Site after acceptance only to perform warranty work under Section 5.6, with at least forty-eight (48) hours' prior notice to City, except in an emergency.
 - 1.3 City's Reserved Rights. City retains the right to enter and use the Right of Entry Area for any purpose that does not unreasonably interfere with Resort's performance of its obligations under this Agreement. All portions of the Site outside of construction fencing shall remain open to the public.
 - 1.4 No Other Interest. This Agreement does not grant Resort any ownership interest, leasehold, permanent easement, or exclusive right to use any part of the Site.
2. The Improvements.
- 2.1 Scope. Resort shall, at its sole cost, design and construct, or cause to be constructed, the following improvements on the Site (collectively, the "Improvements"), all in accordance with the Plans and Specifications (as defined in Section 2.2), including the cost of design, construction, installation, and inspection to the satisfaction of City:
 - (a) Removal of the trees identified for removal in the tree survey prepared by West Coast Arborists, dated November 4, 2025, and approved by City, including trees located in the center of the park and along the pathway leading to the amphitheater, and trees near the grass area associated with the bocce ball court closest to Golden Lantern; including stump grinding and removal of all debris;
 - (b) A botanical garden consisting of planted beds, decomposed granite main and secondary paths, benches, and botanical name signage;
 - (c) Minor grading and regrading of the Smyth Brothers Amphitheater so that it is flush with the adjacent walk and accessible in compliance with the Americans with Disabilities Act, including any retaining walls, hardscape, turf, lighting, and wayfinding shown in the Plans and Specifications;
 - (d) The Arbor Walk, including wood trellis with climbing roses, specimen trees, and planted slopes along the existing walk leading to the amphitheater;
 - (e) The Mosaic Stair Walk, a tree-lined concrete walk from the existing boulder entry at the Dana Point Harbor Drive stairs to the botanical garden;
 - (f) A decomposed granite walking trail connecting Golden Lantern to the Lantern Bay Park walkways, and a concrete walkway connecting the Resort Property event lawn to the park walkways;

- (g) Two (2) water bottle filling stations of a make and model approved by City, connected to the potable water system, at locations shown in the Plans and Specifications;
- (h) Drainage systems, including subterranean and surface pipes, surface drains, receptacles, and covers;
- (i) Irrigation modifications and extensions necessary to support the new landscaping, compatible with City's existing irrigation system and controllers;
- (j) Landscaping for the botanical garden, Arbor Walk, amphitheater, and other enhanced areas of the Site, using the plant palette shown in the Plans and Specifications; and
- (k) Restoration of all areas of the Site disturbed by installation of the Water Lines or by construction of the Improvements, including turf, irrigation, walkways, and plantings, to a condition equal to or better than their condition before disturbance.

2.2 Plans and Specifications. Resort shall cause a California licensed landscape architect to prepare construction plans and specifications for the Improvements that are consistent with Exhibit "B" (the "Plans and Specifications") and submit them to City for review and approval by the Director of Community Services and the Director of Public Works, or their designees. Resort shall not begin construction until City has approved the Plans and Specifications in writing. Any material change to the approved Plans and Specifications requires City's prior written approval.

2.3 Protected Areas. The play structure, the trees to the south surrounding the play structure, the lawn area used for yoga, the bocce ball court, and the restrooms shall not be disturbed, except as expressly shown in the approved Plans and Specifications.

2.4 Tree Replacement. Resort shall replace each tree removed under Section 2.1(a) with two (2) new trees, at a minimum size of 24-inch box of species approved by City, planted within the Site or at other locations in the City designated by the Director of Community Services. Replacement trees shown in the Plans and Specifications count toward this requirement.

3. Construction.

3.1 Manner of Construction. Resort shall construct the Improvements in accordance with the approved Plans and Specifications, in a professional and workmanlike manner, using contractors holding the appropriate California contractor licenses, without damaging any property of City or others, in full compliance with California Occupational Safety and Health Administration requirements and all applicable federal, state, and local laws, codes, ordinances, and regulations.

3.2 Schedule. Resort shall notify City at least ten (10) business days before the date Resort intends to begin construction (the "Commencement Date"). The Parties estimate that the Commencement Date will be during the fourth quarter of 2026.

- 3.3 Construction Hours and City Events. Construction shall occur only during the hours permitted by the Dana Point Municipal Code. Resort shall coordinate its schedule with City so that construction does not interfere with City sponsored events or previously permitted park rentals at the Site.
 - 3.4 Public Safety. Resort shall install and maintain construction fencing, signage, and other measures reasonably required by City to protect park users, and shall keep pedestrian access to the Dana Point Harbor Drive stairs and the unaffected areas of the Site open to the extent feasible. Resort shall keep the Right of Entry Area clean, safe, and free of debris during construction.
 - 3.5 Permits and Fees. City and Resort shall cooperate and take all reasonable measures to expedite review of the Plans and Specifications and issuance of any permits required for the Improvements. City waives its permit and inspection fees for the Improvements.
4. Payment of Costs. Resort shall pay all costs of the Improvements, including the costs of preparing the Plans and Specifications, engineering, construction, materials, inspection, bonds, insurance, and attorneys' fees relating to Resort's performance. City has no obligation to pay or reimburse Resort for any cost of the Improvements.
5. Completion, Acceptance, and Warranty.
 - 5.1 Oversight and Inspection. City and Resort shall jointly inspect the Improvements using qualified staff. Prior to the commencement of work, the City shall generate an estimate of expected staff inspection time and associated costs. Advanced payment of those anticipated costs by the Resort is required per commencement of the Improvements. The Resort shall always make the area accessible to the inspector.
 - 5.2 Final Inspection and Punch List. When Resort believes the Improvements are substantially complete, it shall notify City. City and Resort shall jointly perform a Final Inspection of the Improvements within ten (10) business days, and City shall provide Resort with a list of any items that must be corrected. Resort shall complete all punch list items within thirty (30) days.
 - 5.3 Plant Establishment Period. Resort shall maintain all new landscaping and irrigation for a period of ninety (90) days after substantial completion, including watering, weeding, and replacing any plant material that dies or fails to thrive.
 - 5.4 Closeout Documents. Before acceptance, Resort shall deliver to City: (a) as-built drawings, including irrigation plans, in paper and electronic format; (b) manufacturer warranties and operation and maintenance information for irrigation equipment, lighting, and water bottle filling stations; and (c) unconditional lien releases from all contractors, subcontractors, and suppliers.
 - 5.5 Acceptance. Upon completion of Sections 5.1 through 5.4 to City's satisfaction, the City Manager or designee shall accept the Improvements in writing. Upon acceptance, the Improvements become the property of City, free of all liens and claims, and City shall assume ongoing maintenance of the Improvements.

- 5.6 Warranty. Resort warrants the Improvements against defects in materials and workmanship for one (1) year after acceptance and warrants that all trees will remain alive and healthy for one (1) year after acceptance. Resort shall correct any defect or replace any failed tree within thirty (30) days after written notice from City.
6. Water Lines. The Parties acknowledge that the Water Lines are owned, operated, and maintained by South Coast Water District, and that this Agreement does not affect the District's rights or obligations regarding the Water Lines. Resort shall coordinate construction of the Improvements with the District to avoid damage to the Water Lines.
7. Bonds. Before beginning construction, Resort shall furnish to City a performance bond and a payment bond, each in an amount equal to one hundred percent (100%) of the estimated construction cost of the Improvements, issued by a surety admitted in California and in a form approved by the City Attorney. The performance bond shall remain in effect through the warranty period under Section 5.6.
8. Insurance. Before entering the Site, Resort shall provide, and shall cause its contractors to provide, the following insurance, with the City, its officials, officers, employees, agents, and volunteers named as additional insureds on the general and automobile liability policies, on a primary and non-contributory basis:
- (a) Commercial general liability insurance of not less than [\$2,000,000] per occurrence and [\$4,000,000] aggregate;
 - (b) Automobile liability insurance of not less than [\$1,000,000] per accident; and
 - (c) Workers' compensation insurance as required by the State of California, and employer's liability insurance of not less than \$1,000,000 per accident, with a waiver of subrogation in favor of City.
9. Free of Mechanic's Liens. Resort shall pay, when due, all claims for labor and materials furnished for the Improvements. Resort shall, at its sole cost, promptly cause any mechanic's or materialmen's lien recorded against the Site to be discharged or bonded around, and shall indemnify City against any such lien as provided in Section 11.
10. Non-Interference; Damage. Neither Party shall interfere with the operation of the other Party's business or activities conducted on or near the Site. If any property of City, any park user, or any other person is damaged as a result of Resort's exercise of its rights under this Agreement, Resort shall promptly repair the damage at its own expense.
11. Assumption of Risk; Indemnification. Resort's exercise of its rights under this Agreement is at its sole risk. Resort shall defend, indemnify, and hold harmless City and its officials, officers, employees, agents, contractors, and volunteers from and against all claims, demands, liabilities, losses, damages, costs, and expenses, including reasonable attorneys' fees, for loss of or damage to property or injury to or death of any person arising out of or relating to (a) Resort's entry onto or use of the Site, (b) the design or construction of the Improvements, or (c) any breach of this Agreement by Resort, except to the extent caused by the sole negligence or willful misconduct of City. This Section survives the expiration or termination of this Agreement.

12. Park Use and Events. The completed Improvements are part of a public park and shall remain open to the public. Resort may apply for park rental and special event permits for the Site in accordance with the City's Park Use Policy and the Dana Point Municipal Code, and City will not unreasonably withhold approval of permits that comply with those requirements. This Agreement does not give Resort any priority, exclusive use, or fee reduction for the Site.
13. Default and Remedies. If Resort fails to perform any obligation under this Agreement and does not cure the failure within thirty (30) days after written notice from City (or, if the failure cannot reasonably be cured within thirty (30) days, does not begin the cure within that time and diligently complete it), City may, in addition to any other remedy available at law or in equity: (a) terminate the right of entry; (b) complete or correct the Improvements and recover its costs from Resort or the sureties; and (c) require Resort to restore the Site to a safe condition. Either Party may bring an action for specific performance to enforce this Agreement.
14. General Provisions.
- 14.1 Entire Agreement; Amendment. This Agreement, including its Exhibits, is the entire agreement between Resort and City regarding its subject matter and supersedes all prior negotiations and understandings. This Agreement may be amended only in a writing signed by both Parties. The City Manager may approve minor changes to the Plans and Specifications and schedule extensions on behalf of City.
- 14.2 Waiver. A waiver of any provision of this Agreement must be in writing. A Party's failure to insist on strict performance of any provision or to exercise any remedy is not a waiver of that provision or remedy for any later breach.
- 14.3 Notices. Notices under this Agreement must be in writing and are considered given (a) when personally delivered, (b) two (2) business days after deposit in the United States Mail, certified, return receipt requested, postage prepaid, (c) one (1) business day after deposit with a reputable overnight delivery service, or (d) when sent by email, if a copy is also sent by one of the other methods. A Party may change its notice address by notice to the other Party. Notices shall be sent to:

To City:	City of Dana Point 33282 Golden Lantern Dana Point, California 92629 Attn: City Manager Email: kreenders@danapoint.org
To Resort:	Alagem Capital Group, LLC dba Ocean Cliffs at Dana Point, a JW Marriott 25135 Park Lantern Dana Point, California 92629 Attn:

- 14.4 Further Action. Each Party shall sign and deliver any further instrument reasonably required to give full effect to this Agreement.

- 14.5 Assignment; Successors. Resort may not assign this Agreement without City's prior written consent. This Agreement binds and benefits the Parties and their permitted successors and assigns.
- 14.6 Authority. Each Party represents that it is authorized to enter into and be bound by this Agreement and that the individual signing on its behalf is authorized to do so. Upon request, Resort shall provide City with its governing documents and authorizing resolutions or consents.
- 14.7 Governing Law; Venue. The laws of the State of California govern this Agreement. Any action arising out of this Agreement shall be brought in the Superior Court of California, County of Orange.
- 14.8 Interpretation. The captions in this Agreement are for convenience only and do not affect its meaning. Words in the singular include the plural and vice versa. This Agreement shall be interpreted as if drafted jointly by the Parties. Whenever this Agreement requires Resort to perform an act, Resort shall do so at its sole cost unless otherwise stated.
- 14.9 Attorneys' Fees. If any action is brought to enforce or interpret this Agreement, the prevailing Party is entitled to recover its reasonable attorneys' fees and costs.
- 14.10 No Third-Party Beneficiaries. Nothing in this Agreement creates any right in favor of any person other than the Parties.
- 14.11 Severability. If any provision of this Agreement is held invalid, the remaining provisions remain in full force and effect.
- 14.12 Time of the Essence. Time is of the essence of each provision of this Agreement.
- 14.13 Counterparts; Electronic Signatures. This Agreement may be signed in counterparts, each of which is an original, and together constitute one instrument. Electronic signatures have the same effect as original signatures.

(Signatures on following page)

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

CITY OF DANA POINT a California municipal corporation	ALAGEM CAPITAL GROUP, LLC a Delaware limited liability company dba Ocean Cliffs at Dana Point, a JW Marriott
By: _____ Kelly Reenders, City Manager	By: _____ Printed Name: Title:
ATTEST:	
By: _____ Shayna Sharke, City Clerk	By: _____ Printed Name: [_____] Title: [_____]
APPROVED AS TO FORM:	
By: _____ A. Patrick Munoz, City Attorney	

EXHIBIT "A"
LEGAL DESCRIPTION OF THE SITE (LANTERN BAY PARK)

EXHIBIT 'A'

CITY OF DANA POINT
LANTERN BAY PARK SITE

ALL OF LOTS 55, 57 AND 58, TRACT NO. 11153, IN THE CITY OF DANA POINT, COUNTY OF ORANGE, STATE OF CALIFORNIA AS SHOWN ON THE MAP FILED IN BOOK 502, PAGES 13 THROUGH 19, INCLUSIVE, OF MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 1

BEGINNING AT THE MOST EASTERLY CORNER OF SAID LOT 58; THENCE ALONG THE BOUNDARY OF SAID LOT 58 SOUTH 43°36'03" WEST 164.56 FEET TO AN ANGLE POINT IN THE BOUNDARY OF SAID LOT 57; THENCE ALONG THE BOUNDARY OF SAID LOT 57 SOUTH 43°36'03" WEST 100.00 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "A"; THENCE SOUTH 84°42'30" WEST 22.35 FEET; THENCE SOUTH 35°49'30" WEST 5.00 FEET; THENCE NORTH 54°10'30" WEST 39.15 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 147.00 FEET; THENCE NORTHWESTERLY 50.31 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 19°36'30"; THENCE NORTH 34°34'00" WEST 61.50 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 171.00 FEET; THENCE NORTHWESTERLY 49.05 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 16°26'00" TO AN ANGLE POINT IN THE BOUNDARY OF SAID LOT 58, SAID POINT BEING ON A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 171.00 FEET, BEING CONCENTRIC WITH LAST SAID CURVE, A RADIAL LINE TO SAID POINT BEARS NORTH 39°00'00" EAST; THENCE ALONG THE BOUNDARY OF SAID LOT 58 AND NORTHWESTERLY, WESTERLY AND SOUTHWESTERLY 234.09 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 78°26'00"; THENCE SOUTH 50°34'00" WEST 163.00 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 314.00 FEET; THENCE NORTHEASTERLY 174.16 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 31°46'43"; THENCE NORTH 18°47'17" EAST 203.60 FEET; THENCE SOUTH 71°12'43" EAST 550.53 FEET TO THE POINT OF BEGINNING.

THE AREA OF THE ABOVE DESCRIBED PARCEL IS 2.313 ACRES, MORE OR LESS.

PARCEL 2

BEGINNING AT POINT "A" AS DESCRIBED HEREINBEFORE; THENCE SOUTH 43°36'03" WEST 108.69 FEET TO AN ANGLE POINT IN THE BOUNDARY OF SAID LOT 55, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE ALONG THE BOUNDARY OF SAID LOT 55 NORTH 2°22'02" EAST 20.82 FEET; THENCE NORTH 34°34'00" WEST 162.60 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 123.00 FEET; THENCE NORTHWESTERLY, WESTERLY AND SOUTHWESTERLY 203.66 FEET ALONG SAID CURVE THROUGH A

EXHIBIT 'A'

CITY OF DANA POINT
LANTERN BAY PARK SITEPARCEL 2 (CONTINUED)

CENTRAL ANGLE OF 94°52'00"; THENCE SOUTH 50°34'00" WEST 163.00 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 362.00 FEET; THENCE SOUTHWESTERLY 163.91 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 25°56'34" TO A POINT AT THE BEGINNING OF A TANGENT COMPOUND CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 202.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 13°29'26" EAST; THENCE WESTERLY 58.77 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 16°40'09" TO A POINT AT THE BEGINNING OF A TANGENT REVERSE CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 91.00 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 3°10'43" EAST; THENCE SOUTHWESTERLY 58.19 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 36°38'05" TO A POINT AT THE BEGINNING OF A TANGENT REVERSE CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 47.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 33°27'22" EAST; THENCE WESTERLY, NORTHWESTERLY AND NORTHERLY 118.69 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 144°41'43" TO A POINT AT THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 1838.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 0°21'15" WEST; THENCE WESTERLY 332.17 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 10°21'17" TO A POINT AT THE BEGINNING OF A TANGENT REVERSE CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 610.00 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 10°42'32" EAST; THENCE WESTERLY 153.89 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 14°27'17" TO A POINT AT THE BEGINNING OF A TANGENT REVERSE CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 150.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 3°44'45" EAST; THENCE WESTERLY AND NORTHWESTERLY 233.54 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 89°12'18" TO A POINT AT THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 264.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 31°07'56" EAST; THENCE SOUTHWESTERLY 89.65 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 19°27'23" TO A POINT AT THE BEGINNING OF A TANGENT REVERSE CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 166.00 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 11°40'33" WEST; THENCE SOUTHWESTERLY 100.98 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 34°51'12" TO A POINT AT THE BEGINNING OF A TANGENT COMPOUND CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 25.00 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 46°31'45" WEST; THENCE SOUTHWESTERLY 12.72 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 29°08'34" TO A POINT AT THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 653.00 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH

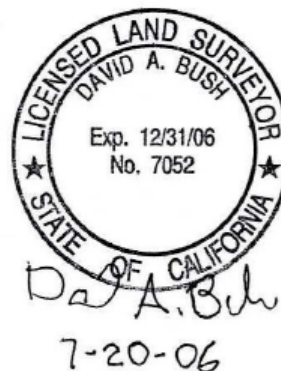
EXHIBIT 'A'

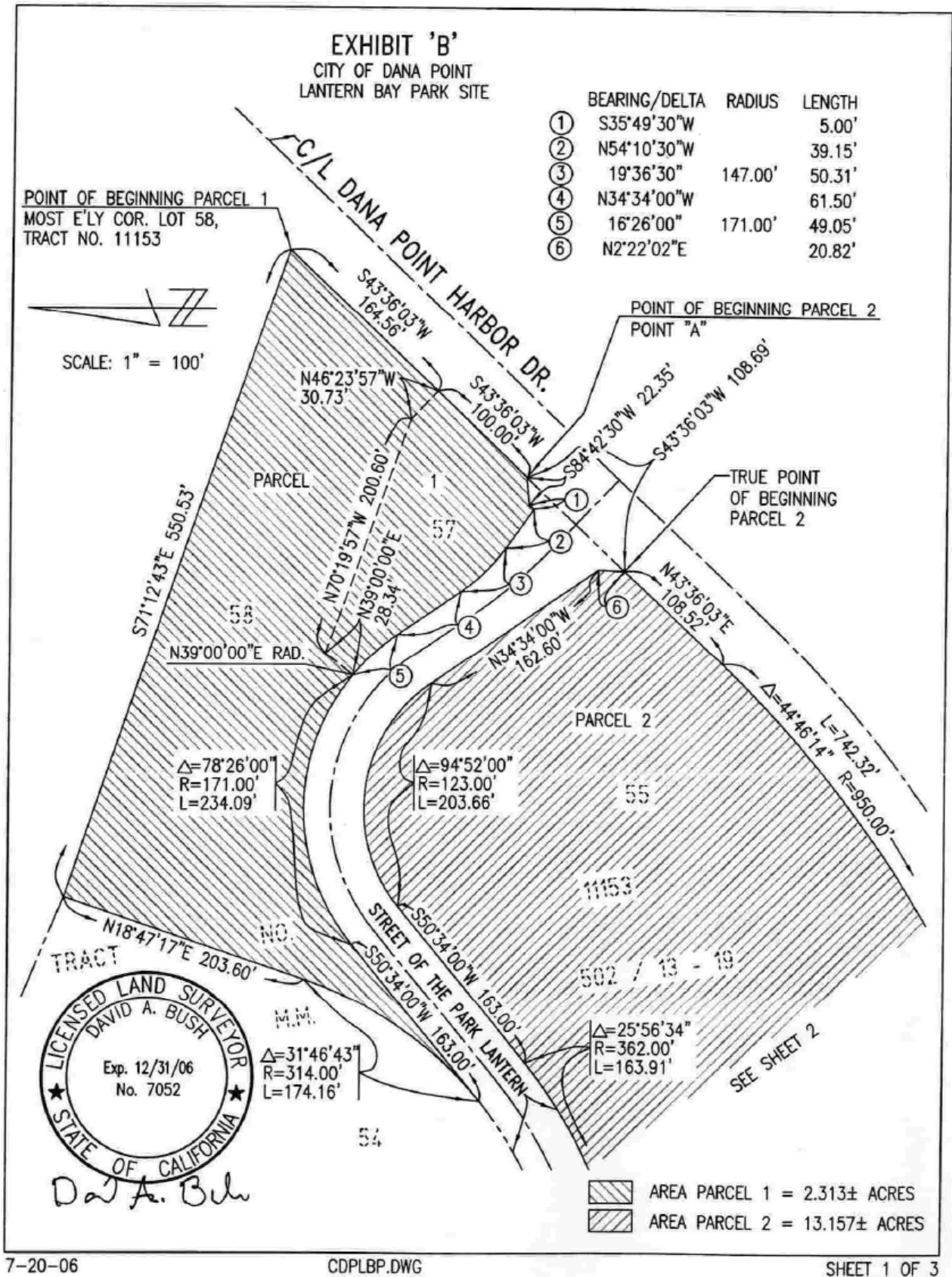
CITY OF DANA POINT
LANTERN BAY PARK SITEPARCEL 2 (CONTINUED)

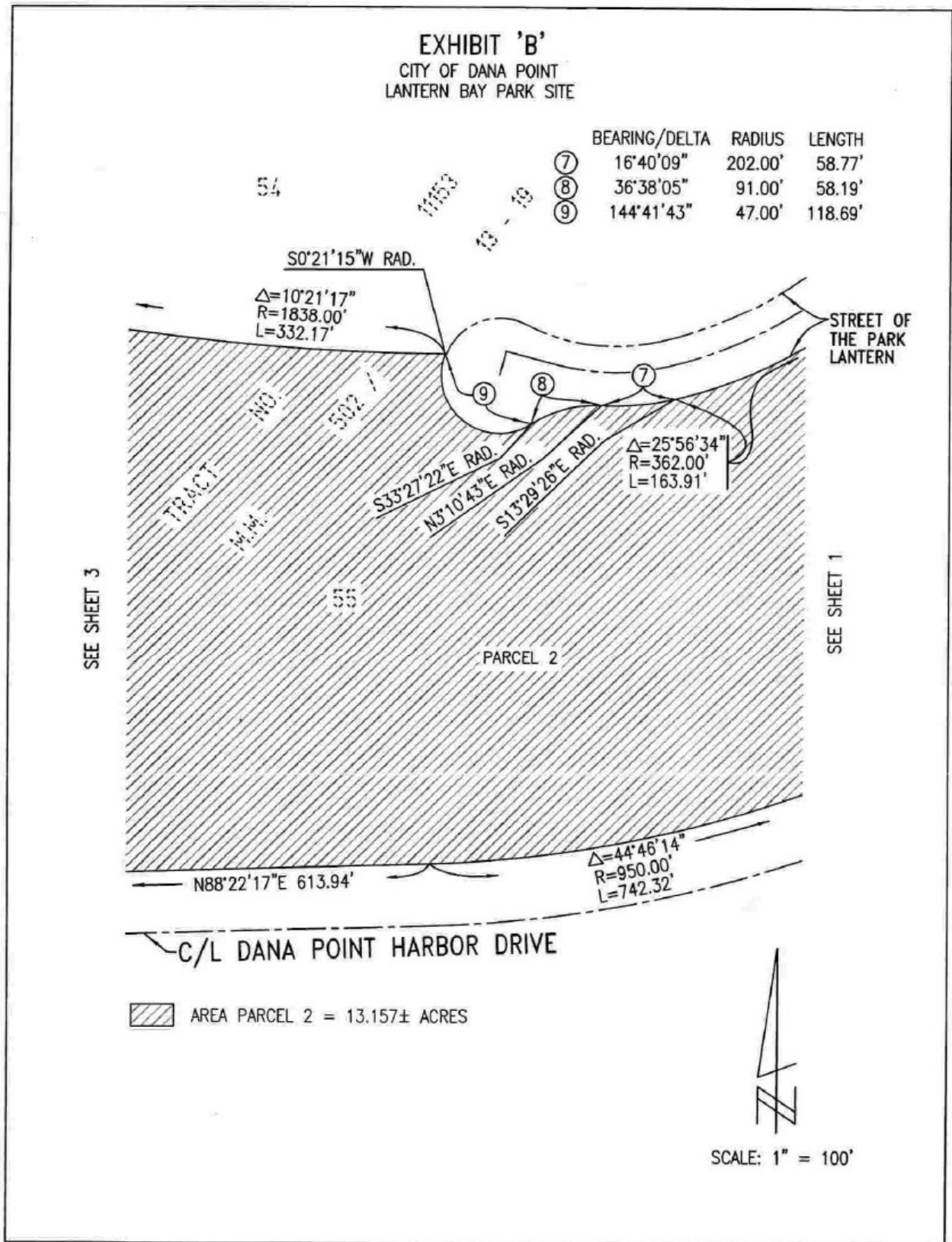
47°28'50" EAST; THENCE SOUTHEASTERLY AND SOUTHERLY 532.24 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 46°42'00"; THENCE SOUTH 40°40'53" EAST 37.90 FEET; THENCE NORTH 88°22'17" EAST 613.94 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 950.00 FEET; THENCE NORTHEASTERLY 742.32 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 44°46'14"; THENCE NORTH 43°36'03" EAST 108.52 FEET TO THE TRUE POINT OF BEGINNING.

THE AREA OF THE ABOVE DESCRIBED PARCEL IS 13.157 ACRES, MORE OR LESS.

ALL AS SHOWN ON EXHIBIT 'B' ATTACHED HERETO AND MADE A PART HEREOF.







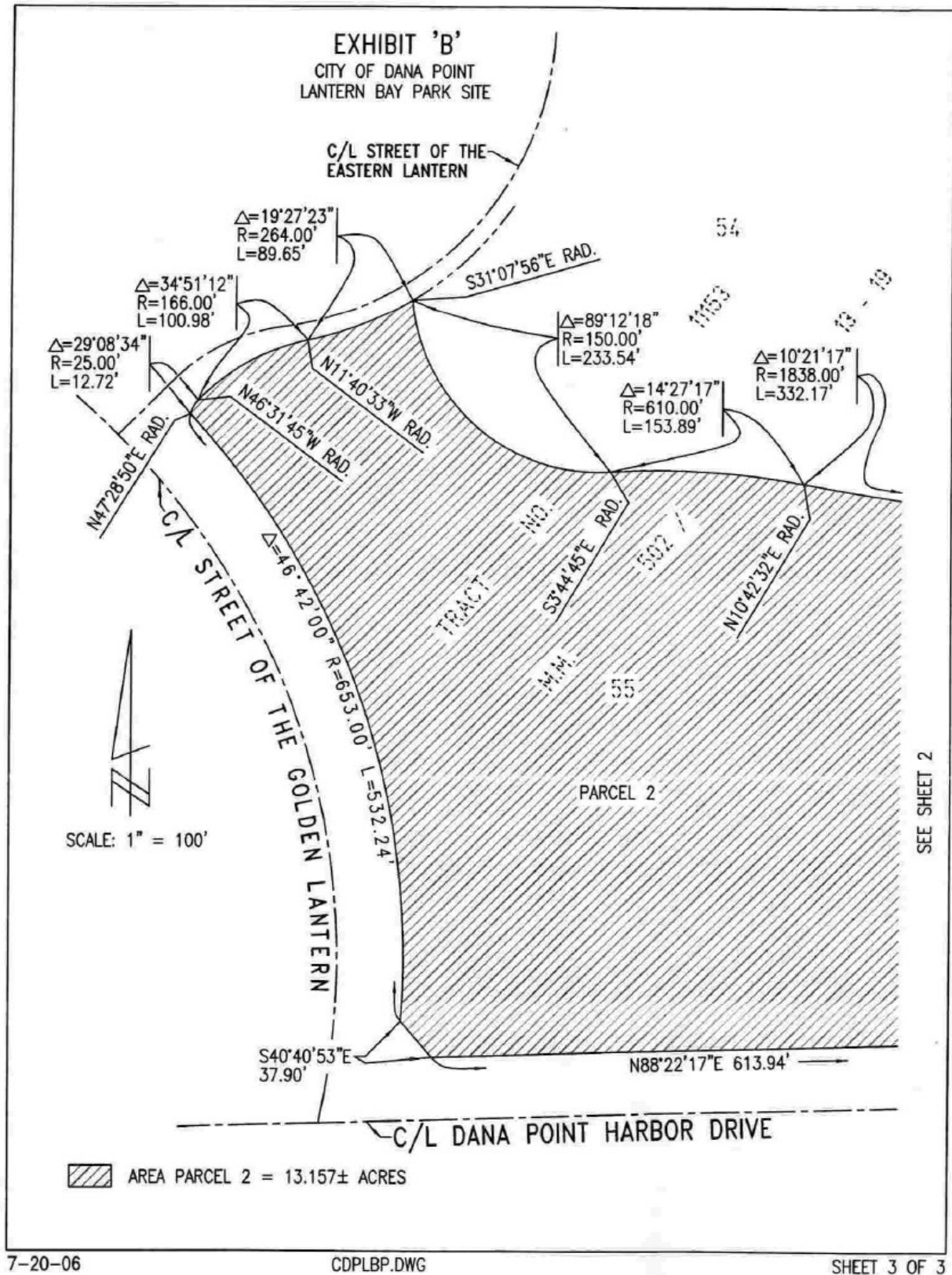


EXHIBIT “B” SCHEMATIC DESIGN PACKAGE

Lantern Bay Park Improvements Project Narrative

Project Vision

The proposed improvements will renew Lantern Bay Park as a distinctive public landscape that celebrates Dana Point's coastal setting while strengthening the park's recreational, cultural, and civic role. The project is envisioned as a cohesive series of gardens, gathering spaces, and pedestrian routes that invite visitors to explore the park, enjoy its elevated views of Dana Point and the Harbor, and move comfortably between the park and the surrounding community. Today, Lantern Bay Park is characterized by broad lawn areas, mature pine trees, public amenities, and prominent harbor views. The improvements build on these valued qualities while introducing a richer and more memorable visitor experience.

A New Public Botanical Garden

At the heart of the project is a new publicly accessible botanical garden experience. Curated plantings will transform portions of the park into a sequence of outdoor rooms that showcase climate-appropriate species, seasonal interest, texture, color, and fragrance. Meandering paths, shaded seating areas, overlooks, and interpretive opportunities will encourage both active exploration and quiet enjoyment. The garden will be designed as an inclusive community resource—free and open to the public—and will provide a setting for informal learning, daily walks, family visits, and appreciation of the region's landscape character.

The botanical garden is intended to complement, rather than displace, the park's established uses. Existing lawns, recreation areas, and gathering spaces will remain part of the overall experience, while new planting areas and pathways will add visual interest and expand the ways people can use and enjoy the park. The landscape design will also support responsible water use, long-term maintainability, and resilience appropriate to Dana Point's coastal environment.

Amphitheater and Pathway Improvements

The project will also improve the existing Smythe Brothers Amphitheater and the pathway leading to it. The amphitheater is an established feature within Lantern Bay Park and supports outdoor gatherings and performances. Upgrades will reinforce it as a welcoming community venue while respecting its intimate relationship to the surrounding landscape. Improvements include upgraded finishes, better lighting and wayfinding, and accessibility enhancements that allow visitors of varying ages and abilities to reach and use the space more comfortably.

The approach to the amphitheater will become an experience in its own right. A clearer, more gracious pathway will guide visitors through the botanical landscape, create moments for rest and orientation, and improve connections between the amphitheater and the park's other amenities. Together, the renovated venue and its approach will provide a flexible setting for performances, ceremonies, educational programs, and informal community use.

Connections to the Community

A central goal of the project is to make Lantern Bay Park easier to find, enter, and move through. New and improved pedestrian connections will link the park to nearby streets and destinations, including Golden Lantern and Dana Point Harbor Drive. These routes will establish more intuitive gateways, strengthen the relationship between the bluff-top park and the harbor below, and help integrate the park into the broader pedestrian network. An existing paved route and stair connection already provide access toward Dana Point Harbor; the proposed improvements will extend the concrete walkway to the Botanical Garden. Further, a walking trail will be added to connect Golden Lantern to the park's pedestrian pathways creating access points from all adjacent streets.

Gateway treatments, directional signage, landscape cues, seating, and improved walking surfaces will create a coherent arrival experience from each direction. Particular attention will be given to universal access, pedestrian safety, visibility, and transitions in grade. By connecting the park more directly to surrounding streets, neighborhoods, hospitality uses, and the harbor, the project will encourage walking and broaden access to this important public open space.

Public Benefits

Collectively, the improvements will create a more connected, accessible, and engaging park while preserving the qualities that make Lantern Bay Park special. The project will expand opportunities for recreation, environmental education, cultural programming, and everyday enjoyment; elevate the amphitheater as a community destination; and establish a botanical garden that can become a signature public amenity for Dana Point. The result will be a renewed park that welcomes residents and visitors, reflects the character of its coastal setting, and strengthens the connection between the city, the park, and the harbor.



Lantern Bay Park

schematic design package

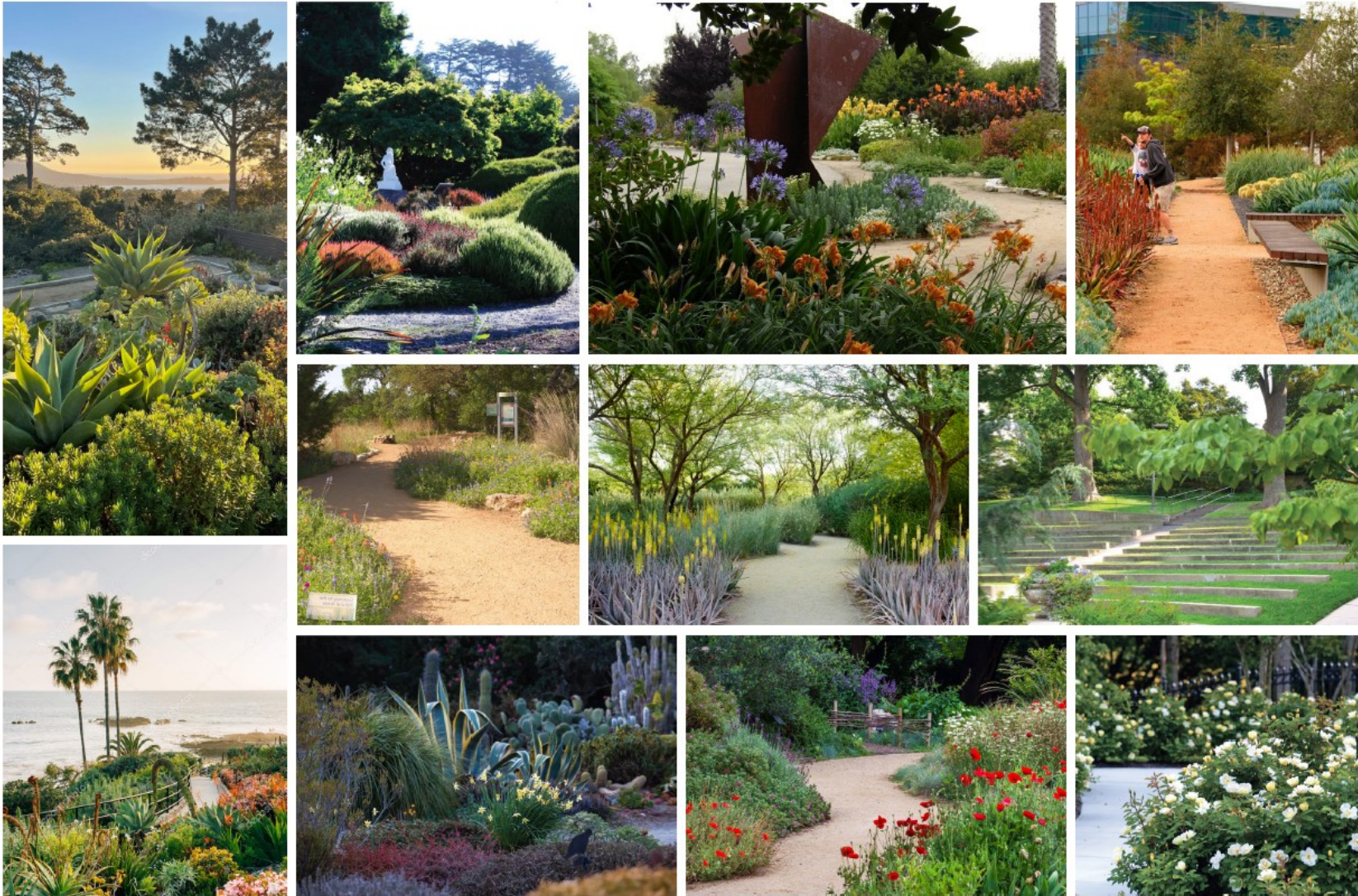
25 August 2026

burton
Landscape Architecture Studio

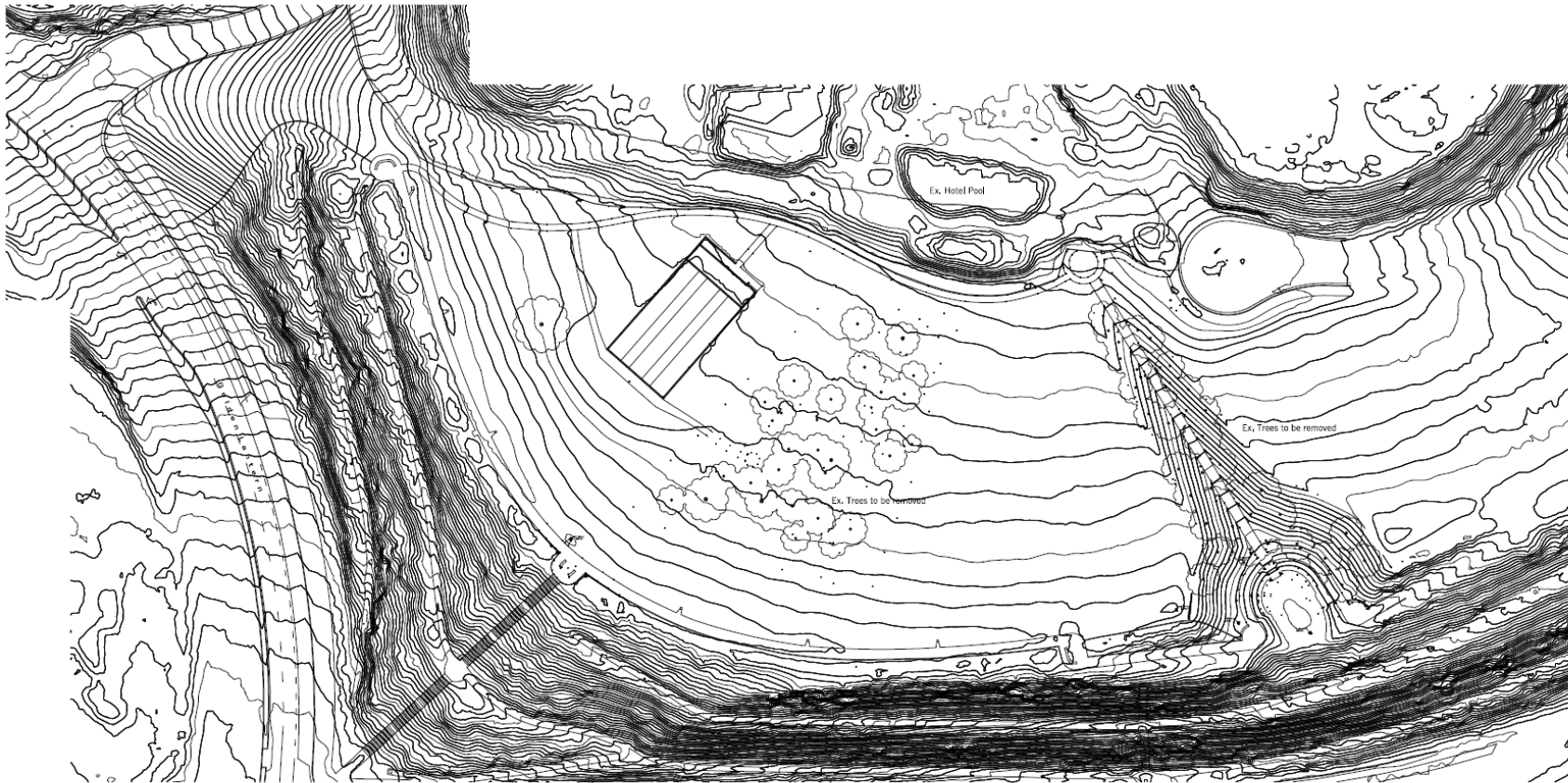












Lantern Bay Park | Botanical Gardens

Ex. Site Plan
28 August 2025



0 20 40 80
feet (0.3m)

burton
landscape architecture







Aeonium arboreum 'Zwartkop',
Black Rose Aeonium



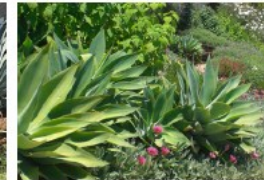
Aeonium 'Kiwi',
Kiwi Aeonium



Aeonium urbicum
Dinner Plate Aeonium



Agave americana,
Century Plant



Agave attenuata,
Foxtail Agave



Agave 'Blue Glow',
Blue Glow Agave



Agave geminiflora,
Twin Flowered Agave



Agave guineensis 'Creme Brulee',
Creme Brulee Century Plant



Agave ovatifolia 'Frosty Blue',
No Common Name



Agave parryi 'Truncata',
Artichoke Agave



Agave vilmoriana,
Octopus Agave



Aloe arborescens,
Torch Aloe



Aloe 'Birds and Bees',
Birds and Bees Aloe



Aloe ferox,
Cape Aloe



Aloe hercules,
Hercules Aloe



Aloe plicatilis,
Fan Aloe



Aloe striata,
Coral Aloe



Aloe thraskii,
Coast Aloe



Dracaena draco,
Dragon Tree



Euphorbia injens,
Candelabra Tree



Crassula arborescens 'Undulatifolia',
Ripple Jade



Crassula multicaeva,
Fairy Crassula



Senecio ficoides 'Mount Everest',
Skyscraper Senecio



Senecio mandraliscae,
Blue Finger



Carex divulsa,
Berkeley Sedge



Chondropetalum elephantinum,
Large Cape Rush



Juncus patens 'Elk Blue',
California Gray Rush



Lomandra longifolia 'Breeze',
Dwarf Mat Rush

Lantern Bay Park

Planting Images - Cactus, Succulents, and Grasses

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Acacia redolens 'Low Boy',
Prostrate Acacia



Anigozanthos 'Gold Velvet',
Gold Velvet Kangaroo Paw



Bougainvillea 'Rosenka',
Rosenka Bougainvillea



Carissa macrocarpa 'Green Carpet',
Natal Plum



Ceanothus 'Yankee Point',
Yankee Point California Lilac



Cistus purpurea,
Orchid Rock Rose



Correa 'Dusky Bells',
Red Australian Fuschia



Dianella revoluta 'Little Rev',
Little Rev Flax Lily



Echium candicans,
Pride of Madeira



Erigeron karvinskianus,
Santa Barbara Daisy



Euryops pectinatus 'Viridis',
Shrub Daisy



Kalanchoe beharensis,
Felt Plant



Lantana montevidensis,
Purple Trailing Lantana



Phlomis fruticosa,
Jerusalem Sage



Rhamnus californica 'Mound San Bruno',
California Coffee Berry



Salvia clevelandii 'Allen Chickering',
Allen Chickering Sage



Salvia greggii 'Alba',
White Autumn Sage



Salvia leucantha 'Santa Barbara',
Santa Barbara Mex. Bush Sage



Lagerstroemia indica 'Tuscarora',
Tuscarora Crape Myrtle



Verbena bonariensis,
Purple Top



Westringia fruticosa 'Grey Box',
No Common Name



Westringia fruticosa 'Morning Light',
Coast Rosemary



Westringia fruticosa 'Mundi',
Low Coast Rosemary



Myrica californica,
California Wax Myrtle



Eriogonum fasciculatum 'Dana Point',
Dana Point Buckwheat



Encelia californica,
California Brittlebush



Mimulus aurantiacus,
Sticky Monkeyflower



Eriophyllum staechadifolium,
Seaside Woolly Sunflower



Trichostema lanatum,
Woolly Bluecurls

Lantern Bay Park

Planting Images - Trees, California Natives, and Adapted Natives

25 August 2026

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Landscape Architecture Studio

SUPPORTING DOCUMENT BResponses Overview Closed

Responses

75



Average Time

12:32



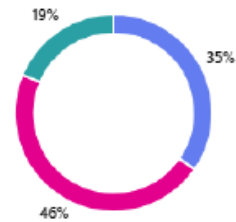
Duration

26 Days



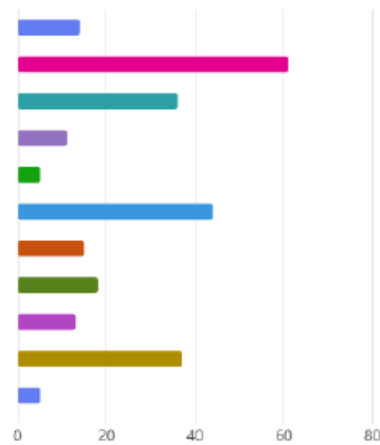
1. How often do you use Lantern Bay Park? (select one)

Daily	26
Weekly	35
Monthly	14
Never	0



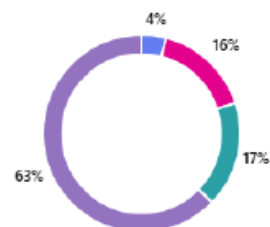
2. What do you use the park for? (select all that apply)

Yoga	14
Walking	61
Dog Walking	36
Kids' playground / playing in the park	11
Sports	5
Relaxation	44
Meditation	15
Workout	18
Bocce Ball	13
Sunset Watching	37
Other	5

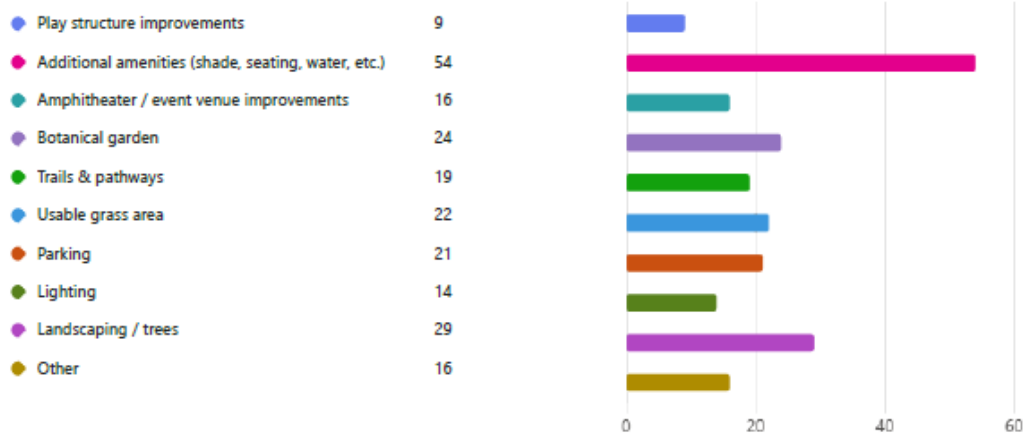


3. How often do you use the amphitheater / event lawn area? (select one)

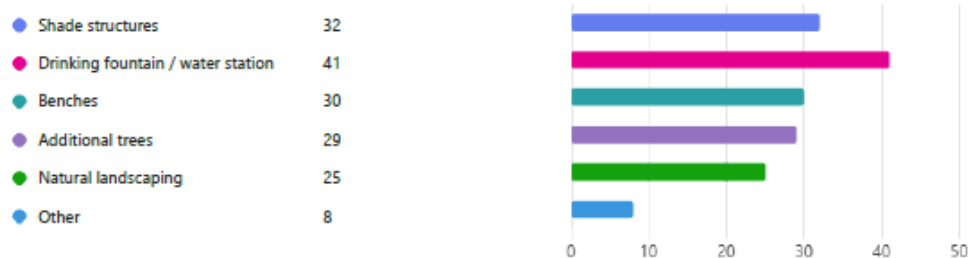
Daily	3
Weekly	12
Monthly	13
Never	47



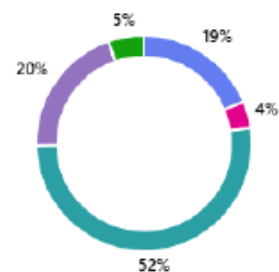
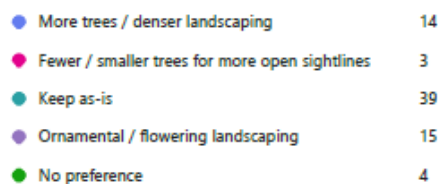
4. What type of improvements would you like to see at the park? *(select all that apply)*



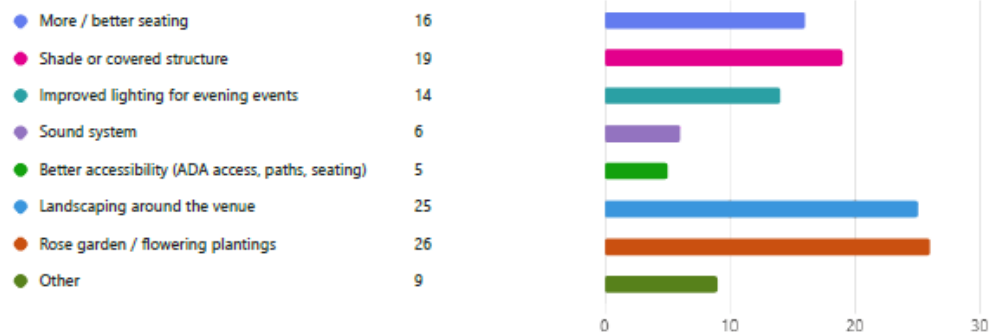
5. If you selected additional amenities, which would you like to see? *(select all that apply)*



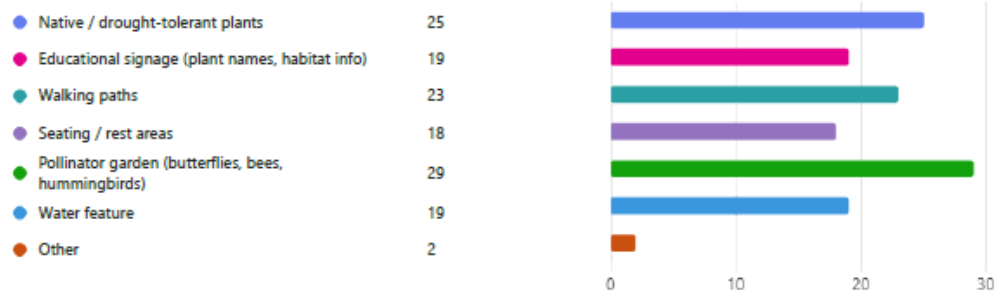
6. Regarding trees and landscaping, what's your preference? *(select one)*



7. If you selected amphitheater / event venue improvements, what would you like to see improved? *(select all that apply)*



8. If you selected a botanical garden, what features would you like to see? *(select all that apply)*



9. Do you have any other concerns about the proposed park improvements overall?

75
Responses

Latest Responses
 "Would love public fountains/ water elements"
 "Bocce ball is great"
 "Think the park is amazing and requires little improvement"
 ...

19 respondents (25%) answered park for this question.

addition to this park
 uses of the park
 Bay Park
 beautiful park
 current park
 park changes
 area
 park
 improvements
 park is amazing
 Best Park
 pine trees
 trees
 love
 dogs to this park
 public parks
 park is great
 open space
 residents of the park
 park should be state

10. Please record any additional improvements you'd like to see that were not listed above:

75
Responses

Latest Responses
 "Public art/sculptures"
 "Parking can be limited"
 "We love the bocce courts and hope they will stay"
 ...

14 respondents (19%) answered None for this question.

improvements to the park Dog park trees park for picnics movie in the park
 water station shade water None park dogs views current park
 park area bocce court Water bottle parking situation at the park
 north side of the park

11. City of residence:

75
Responses

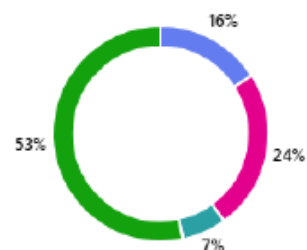
Latest Responses
 "Dana Point"
 "San Clemente"
 "San Juan Capistrano"
 ...

43 respondents (57%) answered Dana Point for this question.

Capistrano Beach Dana Point Aliso Viejo
 Capistrano San Juan
 San Clemente Laguna Beach Laguna Niguel

12. If you don't live in Dana Point, how often do you visit? (select one)

● Daily	12
● Weekly	18
● Monthly	5
● Rarely / First Visit	0
● N/A - I Live in Dana Point	40



13. Name (optional):

25

Responses

14. Email (optional — if you'd like project updates):

31

Responses

15. Address (optional):

11

Responses

2 respondents (18%) answered Lantern for this question.

