

EXHIBITS

EXHIBITS SUPPORTING THE APPEAL OF THE OF QUAIL MEADOWS APARTMENTS PROJECT

APPLICATION No. 6-ENC-25-0196
CDP-003761-2020

Exhibits Supporting the Appeal of the of Quail Meadows Apartments Project

Application No. 6-ENC-25-0196; CDP-003761-2020

List of Exhibits

EXHIBIT 1 Letter Confirming Date Range of Pipe and Headwall Installation	2
EXHIBIT 2 Project Parcel Coastal Development Parcel Search	5
EXHIBIT 3 Quail Gardens Drive Coastal Development Permit Search	10
EXHIBIT 4 Evidence of Surface Water Flows of Cottonwood Creek Tributary	12
EXHIBIT 5 Comparison of Existing Conditions to Historic Aerial	21

EXHIBIT 1

LETTER CONFIRMING DATE RANGE OF PIPE AND HEADWALL INSTALLATION

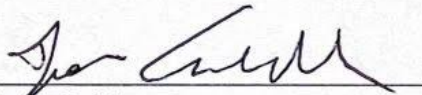
Submitted by a Former Resident of the Site

Jose Calderon
706 Pizzo Lane
Fallbrook, Ca 92028

To whom it may concern,

My name is Jose Calderon. I lived and worked on the property located at 225 Quail Gardens Drive in Encinitas from 1982 to 2003. While living and working there a first phase of wood greenhouses immediately south of the Jehovah Witness Church was started in the mid 80's. At this time there was seasonal water source to the south of our first phase. Sometime between 1982 and 1986 a 36" or 48" galvanized pipe with burlap cement shoring was put in to accommodate the greenhouses that were put over the water source on the north easterly property line. While I can't tell you the exact date, I can definitively say that the pipe was installed after I moved to the property. I've attached a copy of the deed when the property was purchased that was supplied by the previous owners.

Sincerely,



Jose Calderon

No Carbon Needed

RESIDENTIAL PURCHASE AGREEMENT AND DEPOSIT RECEIPT

RECEIVED FROM CAM-MAR GROWERS et al (Vesting Instructions to be provided in Escrow

the sum of \$ 100.00 (ONE-HUNDRED AND NO/100 -----, hereinafter designated as PURCHASER,

evidenced by Cash Personal Check Certified Check Cashier's Check Other : _____ DOLLARS)

as deposit on account of the PURCHASE PRICE of \$ 263,000.00 (Two-Hundred and Sixty-Three Thousand NO DOLLARS) to be deposited in trust upon acceptance of this offer,

for the real property situated in the City of ENCINITAS, County of SAN DIEGO, State of CALIFORNIA

described as: Commonly 225 Quail Gardens Drive; Two assessor parcels; 257-020-21 and 258-130-10 Total of 2.63 ac plus four buildings following TERMS and CONDITIONS:

1. CASH DOWN PAYMENT.....(includes deposit) \$ 50,000.00
2. SALE PRICE.....\$ 263,000.00
3. BUYER to execute an All-Inclusive Note and Deed of Trust \$213,000.00 wrapping two existing loans. AITD in the amount of.....
 - a) A USE Credit Union loan #41663208 in the amount of approximately.....\$ 21,600.00 payable at \$ 261.30 per month including principal and interest at 10.5% fixed rate. Note secured by T.D.

(PLEASE REFER TO ADDEMDUM)

ADDENDUM. The following addendum of same date, signed and attached hereto is included in this agreement: Addendum No. ONE, Addendum No. _____ Other: _____

FIXTURES. All improvements, fixtures, attached wall to wall carpeting, other attached floor coverings, draperies including hardware, shades, blinds, window and door screens, storm sash, combination doors, awnings, outdoor plants, trees and items permanently attached to the real property are included, unless specifically excluded.

PERSONAL PROPERTY. The following personal property, on the premises when inspected by Purchaser, is included in the purchase price and shall be transferred in normal working order, unless otherwise stated herein, by a Warranty Bill of Sale to Purchaser at close of escrow:
ANY PROPERTY REMAINING IN THE TWO MOST WESTERLY HOUSES UPON CLOSE OF ESCROW.

ENCUMBRANCES. In addition to any encumbrances referred to above, Purchaser shall take title to the property subject to: 1) Real Estate Taxes not yet due and 2) Covenants, conditions, restrictions, rights of way and easements of record, if any, which do not materially affect the value or intended use of the property.

The amount of any bond or assessment which is a lien shall be paid, assumed by SELLER

EXAMINATION OF TITLE. 15 (fifteen) days from date of acceptance hereof are allowed the Purchaser to examine the title to the property and to report in writing any valid objections thereto. Any exceptions to the title which would be disclosed by examination of the records shall be deemed to have been accepted unless reported in writing within said 15 days. If Purchaser objects to any exceptions to the title, Seller shall use due diligence to remove such exceptions at his own expense before Close of Escrow. But if such exceptions cannot be removed before Close of Escrow, all rights and obligations hereunder may, at the election of the Purchaser, terminate and end, and the deposit shall be returned to Purchaser, unless he elects to purchase the property subject to such exceptions.

EVIDENCE OF TITLE in the form of a policy of title insurance, other: _____ to be paid for by SELLER

CLOSING. Within JUNE 15, 1981 days from acceptance both parties shall deposit with an authorized escrow holder all funds and instruments necessary to complete the sale in accordance with the terms hereof. Thereafter, any party, including Agent, may disclose the terms of sale.

DEPOSIT INCREASE AND LIQUIDATED DAMAGES. The deposit shall be increased to \$ 0 within 0 days from acceptance, in the form of 0. By initialing this provision Purchaser: 0 and Seller: 0 agree that in the event Purchaser defaults in the performance of this agreement, Seller shall retain said deposit, or three percent (3%) of the purchase price, whichever is the lesser, as liquidated damages for such default. The remainder of the deposit, if any, shall be refunded to Purchaser.

OCCUPANCY. Possession shall be delivered to Purchaser: XX BUYER TO LEASE BACK @ \$450. p/mo begin 5/1/81 then prorated to close of recordation, but not later than midnight of _____ Unless Seller has vacated the premises prior to recordation of the deed, Seller agrees to pay Purchaser \$ 15.00 per day from recordation to date possession is delivered and to leave in escrow a sum equal to the above per diem amount multiplied by the number of days from date of closing to the date allowed for delivery of possession. Said sum to be disbursed to the persons entitled thereto on the date possession is delivered.

RISK OF LOSS. Any risk of loss to the property shall be borne by the Seller until title has been conveyed to the Purchaser.

PRORATIONS. Rents, taxes, premiums on insurance acceptable to Purchaser, interest and other expenses of the property to be prorated as of recordation of deed. Security deposits, advance rentals or considerations involving future lease credits shall be credited to Purchaser.

MAINTENANCE. Until possession is delivered Seller agrees to maintain heating, sewer, plumbing and electrical systems and any built-in appliances and equipment in normal working order, to maintain the grounds and to deliver the property with no broken window or shower glass.

NOTICES. By acceptance hereof, Seller warrants that he has no notice of violations relating to the property, from City, County or State agencies.

DEFAULT. In the event that Purchaser shall default in the performance of this agreement, unless the parties have agreed to a provision for liquidated damages above, Seller may, subject to any rights of the agent herein, retain Purchaser's deposit on account of damages sustained and may take such action as he deems appropriate to collect such additional damages as may have been actually sustained, and Purchaser shall have the right to take such action as he deems appropriate to recover such portion of the deposit as may be allowed by law. In the event that Purchaser shall so default, unless Purchaser and Seller have agreed to liquidated damages, Purchaser agrees to pay to the brokers entitled thereto such commissions as would be payable by Seller in the absence of such default. Purchaser's obligation to said brokers shall be in addition to any rights which said brokers may have against Seller in the event of default. In the event legal action is instituted by any party to this agreement to enforce the terms of this agreement, or arising out of the execution of this agreement or the sale, the prevailing party shall be entitled to receive from the other party a reasonable attorney fee to be determined by the court in which such action is brought.

PROVISIONS ON THE REVERSE SIDE. The provisions printed on the reverse side hereof which are initialed below by Purchaser are included in this agreement:

- | | | |
|---|---|-------------------------------------|
| 1. PEST CONTROL INSPECTION PAID BY BUYER | <input checked="" type="checkbox"/> 3. WAIVER OF INSPECTION | 5. VA APPRAISED VALUE CLAUSE |
| 2. PEST CONTROL INSPECTION PAID BY SELLER | 4. AS IS, BUT SUBJECT TO BUYER'S APPROVAL | 6. FHA APPRAISED VALUE CLAUSE |
| 7. CONTINGENCY-RELEASE CLAUSE. Subject to sale of Purchaser's real property commonly known as _____ | | |

EXPIRATION. This offer shall expire unless a copy hereof with Seller's written acceptance is delivered to Purchaser or his Agent within N/A days from date.

TIME. Time is of the essence of this agreement.

The undersigned Purchaser hereby acknowledges receipt of a copy hereof and acknowledges further that he has not received or relied upon any statements or representations by the undersigned Agent, which are not herein expressed.

Patricia A. Kavanaugh Owner-Seller Agent DATED: 3/31/81 TIME: 12pm

By _____ Purchaser
_____ Broker Purchaser

ACCEPTANCE

The undersigned Seller accepts the foregoing offer and agrees to sell the herein described property for the price and on the terms and conditions herein specified including the provisions on the reverse side initialed above by Purchaser.

N/A

COMMISSION. Seller hereby agrees to pay to _____ the Agent in this transaction, _____ % of the sale price for services rendered and in the event Seller and Purchaser fail to complete the sale as herein provided, the Agent shall be entitled to receive one half of the deposit required by the within agreement, but not more than the commission earned. In the event legal action is instituted to collect this commission, or any portion thereof, Seller agrees to pay the Agent such additional sum as the court may adjudge reasonable for attorney fees. This agreement shall not limit the rights of Agent provided for in any listing or other agreement which may be in effect between Seller and Agent, except that the amount of the commission shall be as specified herein.

The undersigned Seller hereby acknowledges receipt of a copy hereof. DATED: _____ TIME: _____

By _____ Agent _____ Seller



EXHIBIT 2

PROJECT PARCEL COASTAL DEVELOPMENT PARCEL SEARCH

Retrieved from:

California Coastal Commission Public Data Portal

Accessed at www.coastal.ca.gov/PDP

Exhibit 2 – Project Parcel Coastal Development Permit Search

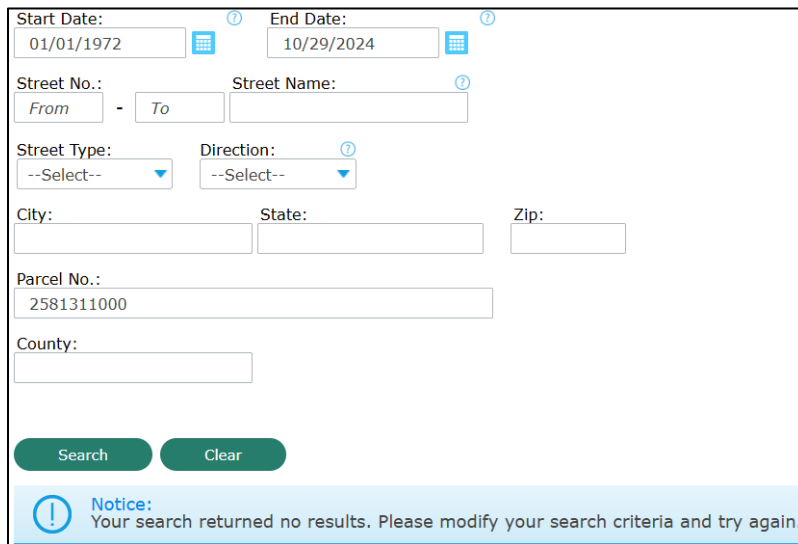
Screenshots retrieved for all parcels comprising the Quail Meadows site, showing no Coastal Development Permits have been issued. Parcel numbers were retrieved from the staff report.

Parcel numbers comprising the site include:

- Lot 1: APN 2581311000 and APN 258131210
- Lot 2: APN 2581311100 and APN 258131120
- Lot 3: APN 2570203700; APN 2581310600 and APN 2581310700
- Lot 4: APN 257020360

Coastal Development Permit search for each parcel was performed at <https://www.coastal.ca.gov/PDP/>

Lot 1 Parcel Search



Start Date: 01/01/1972 End Date: 10/29/2024

Street No.: From - To Street Name:

Street Type: --Select-- Direction: --Select--

City: State: Zip:

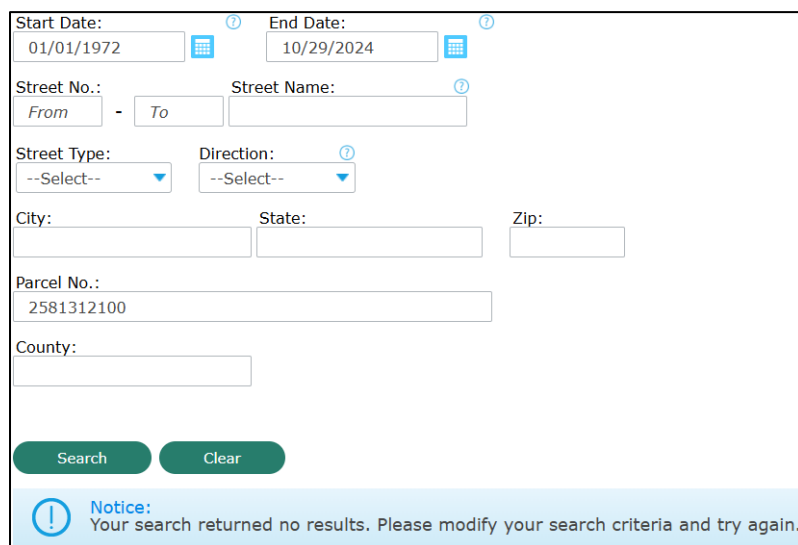
Parcel No.: 2581311000

County:

Search Clear

Notice: Your search returned no results. Please modify your search criteria and try again.

Screenshot 1 – No CDP Issued for APN 2581311000



Start Date: 01/01/1972 End Date: 10/29/2024

Street No.: From - To Street Name:

Street Type: --Select-- Direction: --Select--

City: State: Zip:

Parcel No.: 2581312100

County:

Search Clear

Notice: Your search returned no results. Please modify your search criteria and try again.

Screenshot 2 – No CDP Issued for APN 2581312100

Exhibit 2 – Project Parcel Coastal Development Permit Search

Lot 2 Parcel Search

Start Date: 01/01/1972 End Date: 10/29/2024

Street No.: From - To Street Name:

Street Type: --Select-- Direction: --Select--

City: State: Zip:

Parcel No.: 2581311100

County:

Search Clear

Notice: Your search returned no results. Please modify your search criteria and try again.

Screenshot 3 – No CDP Issued for APN 2581311100

Start Date: 01/01/1972 End Date: 10/29/2024

Street No.: From - To Street Name:

Street Type: --Select-- Direction: --Select--

City: State: Zip:

Parcel No.: 2581311200

County:

Search Clear

Notice: Your search returned no results. Please modify your search criteria and try again.

Screenshot 4 – No CDP Issued for APN 258131120

Continued next page

Exhibit 2 – Project Parcel Coastal Development Permit Search

Lot 3 Parcel Search

Start Date: 01/01/1972 End Date: 10/29/2024

Street No.: From - To Street Name:

Street Type: --Select-- Direction: --Select--

City: State: Zip:

Parcel No.: 2570203700

County:

Search Clear

Notice: Your search returned no results. Please modify your search criteria and try again.

Screenshot 5 – No CDP Issued for APN 2570203700

Start Date: 01/01/1972 End Date: 10/29/2024

Street No.: From - To Street Name:

Street Type: --Select-- Direction: --Select--

City: State: Zip:

Parcel No.: 2581310600

County:

Search Clear

Notice: Your search returned no results. Please modify your search criteria and try again.

Screenshot 6 – No CDP Issued for APN 2581310600

Continued next page

Exhibit 2 – Project Parcel Coastal Development Permit Search

Lot 3 Parcel Search (Continued)

Start Date: 01/01/1972 End Date: 10/29/2024

Street No.: From - To Street Name:

Street Type: --Select-- Direction: --Select--

City: State: Zip:

Parcel No.: 2581310700

County:

Search Clear

Notice: Your search returned no results. Please modify your search criteria and try again.

Screenshot 7 – No CDP Issued for APN 2581310700

Lot 4 Parcel Search

Start Date: 01/01/1972 End Date: 10/29/2024

Street No.: From - To Street Name:

Street Type: --Select-- Direction: --Select--

City: State: Zip:

Parcel No.: 257020360

County:

Search Clear

Notice: Your search returned no results. Please modify your search criteria and try again.

Screenshot 8 – No CDP Issued for APN 257020360

EXHIBIT 3

QUAIL GARDENS DRIVE COASTAL DEVELOPMENT PERMIT SEARCH

Retrieved from:

California Coastal Commission Public Data Portal

Accessed at www.coastal.ca.gov/PDP

Record Number	Record Type	Project Name	Address	Description	Related Records
6-ENC-24-0785	Post Certification Monitoring	Salameh Urban Lot Split	501 QUAIL GARDENS DR, ENCINITAS CA 92024, 501	Subdivide an existing parcel into two lots, demolition of onsite structures, and construction of new SFR with attached garage and detached ADU.	0
6-ENC-17-0288	Post Certification Monitoring	San Diego Botanic Gardens Dickinson Family Education Pavilion	300 Quail Gardens DR, Encinitas CA 92024	Modify previously approved design of a 9,318 sq. ft. multi-purpose greenhouse-type facility, 3,111 sq. ft. outdoor patio, and expansion of and improvements to Heritage Museum parking lot; changes include reducing the size of the facility by 1,086 sq. ft. and changing the exterior building facade, reducing the size of the patio by 711 sq. ft., and reducing the number of parking spaces by six stalls and installing compacted gravel base with landscaping and storm water treatment facilities in the parking lot.	0
6-ENC-16-1151	Post Certification Monitoring	Farm Lab	0 QUAIL GARDENS DR, ENCINITAS CA 92024	Installation of two portable classroom buildings, a portable restroom, a harvest barn, a hoop house, a gazebo and creation of wetland habitat areas.	0
6-ENC-16-0286	Post Certification Monitoring	San Diego Botanic Garden Dickinson Family Education Pavilion 13-153 MIN/DR/CDP	300 QUAIL GARDENS DR, ENCINITAS CA 92024	Minor Use Permit, Design Review Permit and Coastal Development Permit to a multi-purpose greenhouse-type facility with an outdoor patio area to be used primarily for education and exhibition purposes as well as for special events, all of which currently occur at the Garden. The Garden also requests approval to authorize off-site parking areas to accommodate the existing botanic garden use and proposed expansion. Site improvements include landscaping and parking lot improvements with grading associated with the construction of storm water treatment facilities. The subject property is located in the Public/Semi-Public (P/SP) zone of the Encinitas Ranch Specific Plan and within the California Coastal Commission Appeal Jurisdiction of the Coastal Zone.	0
6-ENC-16-0256	Post Certification Monitoring	San Diego Botanic Gardens Dickinson Family Education Pavilion	450 Quail Gardens DR, Encinitas CA 92024	Construct a new 9,318 sq. ft. multi-purpose greenhouse-type facility with an outdoor patio for daily education, exhibition, and special event use as well as improve off-site parking to accommodate the proposed expansion.	0
6-ENC-15-0544	Post Certification Monitoring	Encinitas Community Garden	441 Quail Gardens DR, Encinitas CA 92024	Construction of a new community garden 116 plots, 2 steel shipping containers, a greenhouse, a porta potty, and onsite parking on a 1 acre portion of the existing Encinitas Union School District property.	0
6-ENC-15-0375	Post Certification Monitoring	Jones	678 QUAIL GARDENS DR, ENCINITAS CA 92024	Construction of a new 4,505 sq. ft. single family home with an attached 497 sq. ft. garage on an existing 1.5 acre lot. The site is currently developed with an existing pad for the proposed residence and a 748 sq. ft. single family home and a 1,563 sq. ft. garage which will both become accessory to the proposed residence. Access to the site will be from the northern point of Quail Gardens Lane.	0
6-ENC-13-0676	Post Certification Monitoring	San Dieguito Heritage Museum	450 Quail Gardens DR, Encinitas CA 92024	Construction of 5 new free-standing museum exhibit buildings, retention of 2 existing modular museum buildings (1,440 sq. ft. total) and restoration of an existing 1,300 sq. ft. historic structure resulting in a total of 10,540 sq. ft. on an existing 199,078 sq. ft. lot. Development also includes the expansion of the existing parking lot, a decomposed granite fire lane, landscaping, fencing, a free-standing sign, and stormwater treatment facilities. Proposed improvements will occur within 5-10 ft. of the existing wetland/drainage channel.	0

EXHIBIT 4

EVIDENCE OF SURFACE WATER FLOWS OF COTTONWOOD CREEK TRIBUTARY

Compiled by Report Authors. References included as footnotes.

Exhibit 4 – Evidence of Surface Water Flows of Cottonwood Creek Tributary

Historic USGS 7.5 minute topographic maps from 1948 and 1968, excerpts of which are provided herein as Figure 1 and Figure 2 respectively, show a blue line stream running north-south through the project site.

These excerpts were retrieved from full topographic maps, downloaded from the USGS' National Map Downloader accessed at <https://apps.nationalmap.gov/downloader/#/maps>.

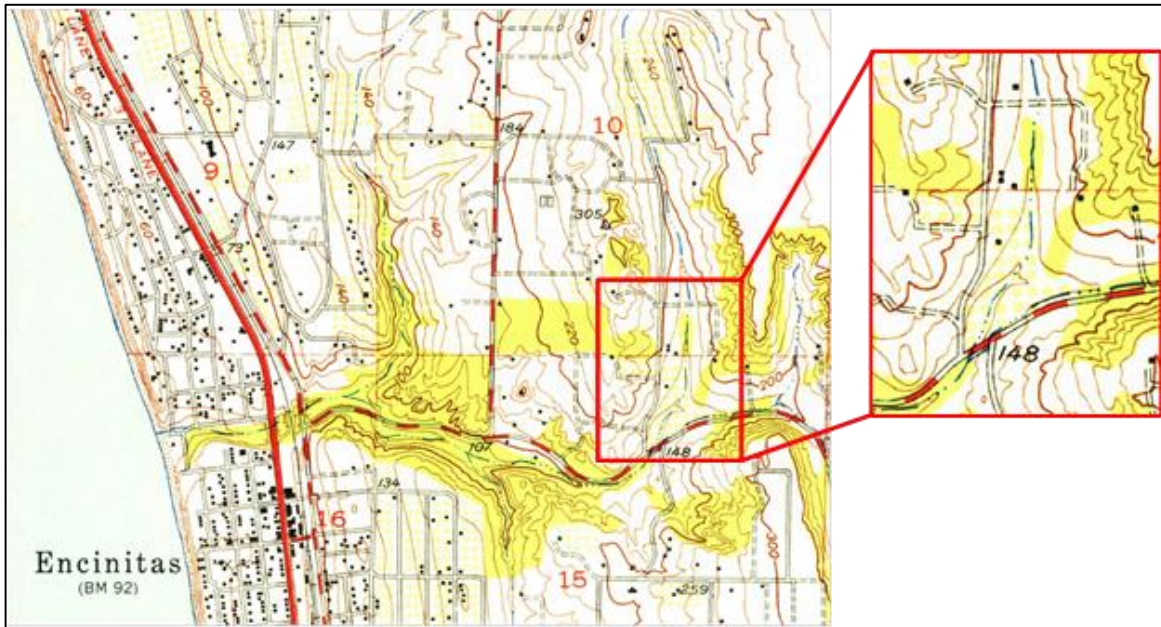


Figure 1 – Excerpt from 1948 USGS Topographic Map Showing Blue Line Stream on Project Site

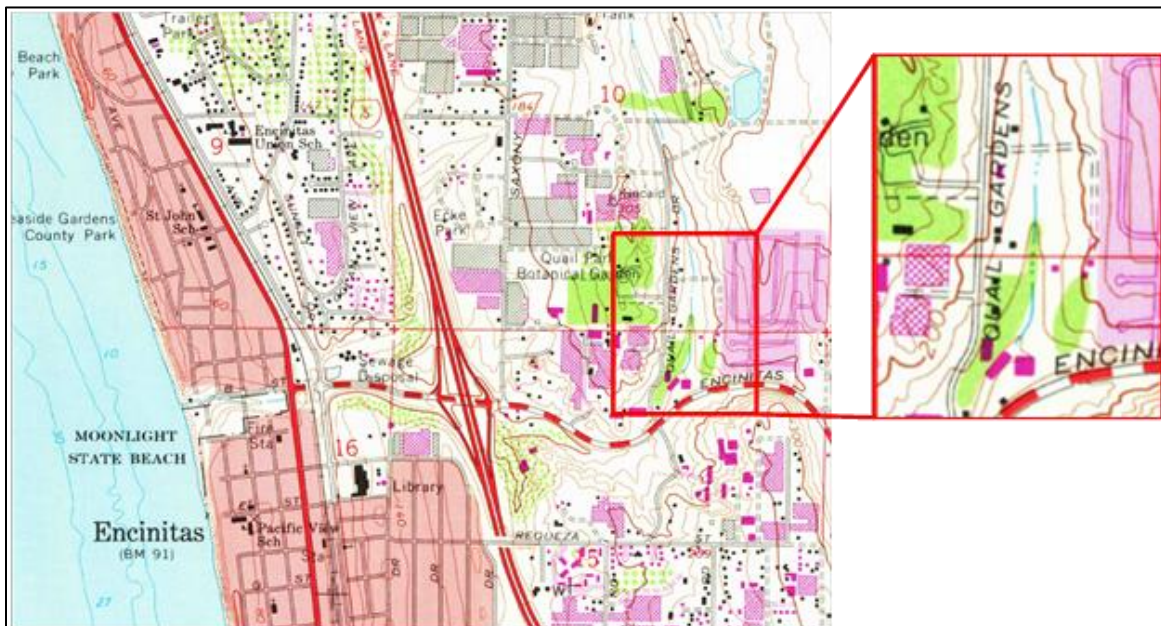


Figure 2 - Excerpt from 1948 USGS Topographic Map Showing Blue Line Stream on Project Site

Exhibit 4 – Evidence of Surface Water Flows of Cottonwood Creek Tributary

Current data is available from the City of Encinitas’ Open GIS Data Hub¹, described as:

“The City's site for downloading and learning more about available GIS data. This is a constantly growing repository of public data”.

This repository contains a stream dataset, described as:

“Streams located within the City of Encinitas boundary, represented as blue lines. Heads-up digitized from USGS 7.5 minute topo quad DRGs”².

This dataset shows the stream located on the project site; the datapoint for which was uploaded on January 25, 2005. A screenshot image was retrieved on October 25, 2024. An approximate project boundary is overlaid in the image shown in Figure 3



Figure 3 – USGS Stream Dataset with Approximate Project Boundary Overlay

The City of Encinitas FIRM Viewer³ also identifies this stream. A map showing the project site with the stream was exported from the FIRM viewer on October 25, 2024 and is provided as Figure 4 (provided on the next page).

¹ The USGS Stream dataset via City of Encinitas Open GIS Data Hub is accessed at <https://gis-encinitas.opendata.arcgis.com/>.

² Description available online at https://gis-encinitas.opendata.arcgis.com/datasets/cf25b56d218f41dfbc39a4be7372ab09_0/about

³ The City of Encinitas FIRM viewer is accessed at <https://firm.encinitasca.gov/>

Exhibit 4 – Evidence of Surface Water Flows of Cottonwood Creek Tributary

A publicly displayed sign describing the Cottonwood Creek Watershed, created by the City of Encinitas Public Works, Parks and Recreation, and Cultural Arts Departments, also shows the stream running through the Quail Meadows site, names it as a segment of Cottonwood Creek, and describes it as “visible above ground”.

The sign further describes the watershed as “a small coastal drainage part of a network of watersheds...” and that the headwaters are a “pond ... located on Sunset Ranch ... [that today] is part of the Encinitas Ranch Golf Course”.

This sign is posted on Highway 101 at the following pinned location in Google Maps: <https://maps.app.goo.gl/Nbumk7rWFFbE5XvJ8><https://maps.app.goo.gl/Nbumk7rWFFbE5XvJ8>. A screenshot of the location, shown as a yellow pin on S. Coast Highway 101, is provided in Figure 5

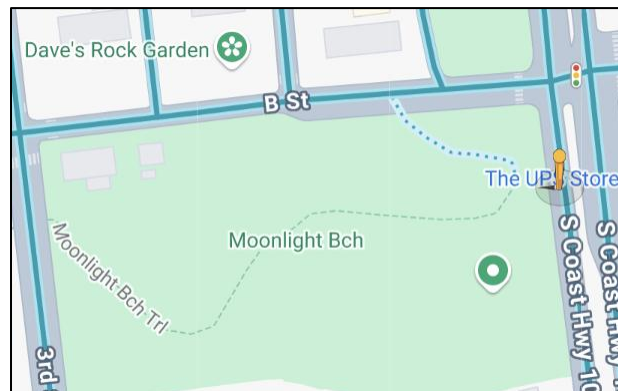


Figure 5 – Location of the Cottonwood Creek Watershed sign in Google Maps

A photo of the sign is provided as Figure 6 and a zoomed-in photo of the map showing the stream is provided as Figure 7.

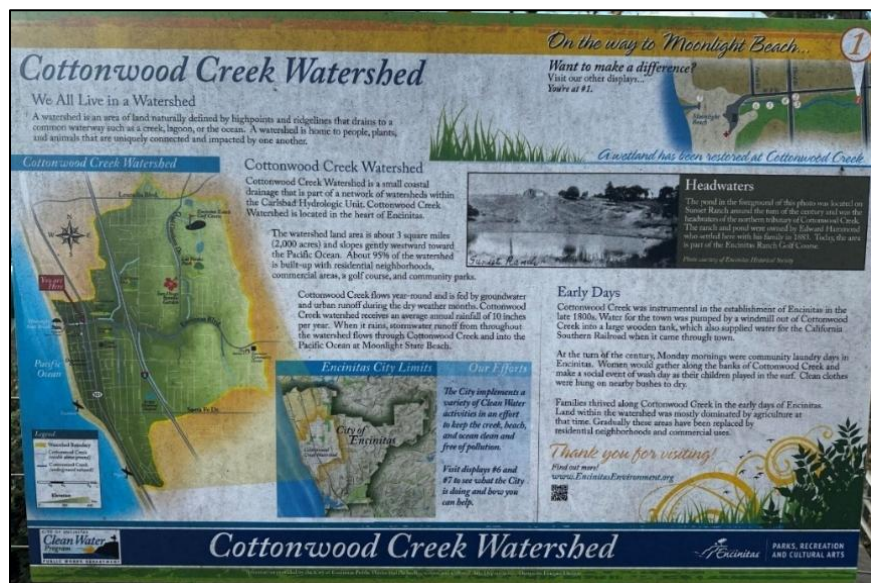


Figure 6 – Publicly-displayed Informational Sign naming the stream as Cottonwood Creek

Exhibit 4 – Evidence of Surface Water Flows of Cottonwood Creek Tributary



Figure 7 – Zoom-in of Cottonwood Creek Watershed Map, project site highlighted in red outline.

As shown above, Cottonwood Creek outfalls to Moonlight State Beach.

Further review of the City of Encinitas' certified Final Environmental Assessment (Final EA)⁴ also identifies this segment of Cottonwood Creek on the project site under section 4.8 Hydrology and Water Quality

Figure 4.8-1, Hydrological Features, shows the project site (AD2) and a mapped stream running through the project site within the San Marcos Hydrologic Area (Batiqitos Subunit 904.51). As shown, this segment is considered a "surface water feature". An excerpt of the figure and its legend

⁴ Final Environmental Assessment for the 2013-2021 Draft Housing Element Update, prepared by Kimley-Horn & Associates. Accessed at <https://www.encinitasca.gov/government/departments/development-services/policy-planning-housing/policy-planning/housing-plan-update-2018/environmental-assessment-final>

Exhibit 4 – Evidence of Surface Water Flows of Cottonwood Creek Tributary

showing the project site and stream identification is provided as Figure 8 and the full image is provided as Exhibit S2.

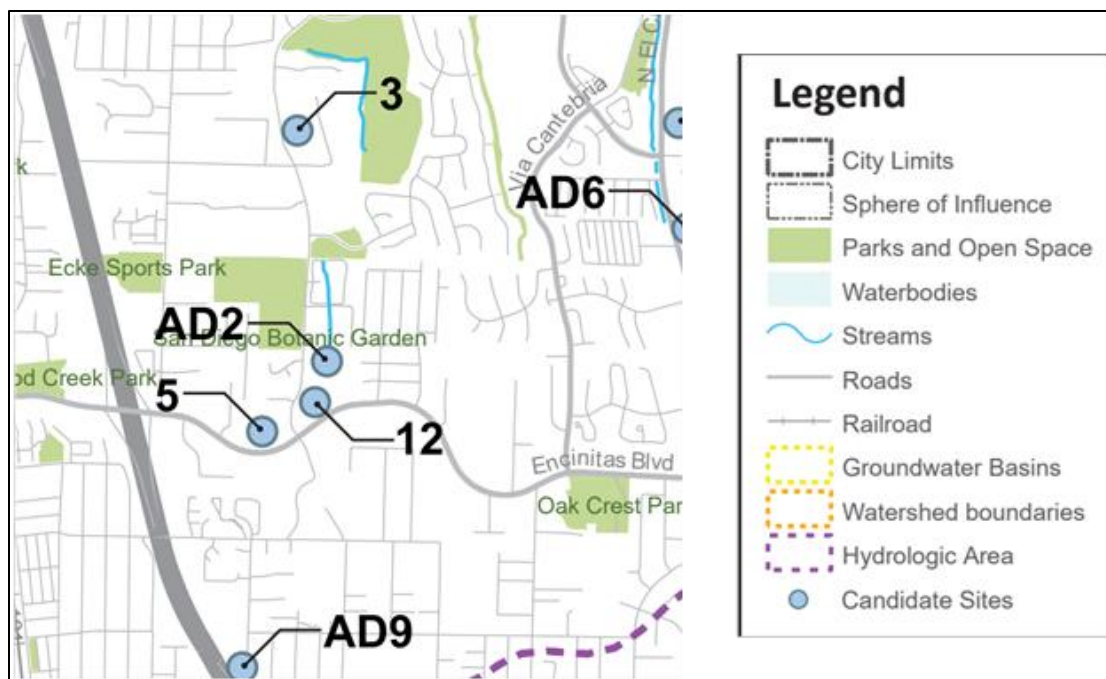


Figure 8 – Excerpt of Final Environmental Assessment Figure 4.8-1, Hydrological Resources and Legend

The Final EA specifically lists the project site as within or adjacent to the impaired waters of Cottonwood Creek (pg. 4.8-8)

Figure 4.8-3 shows the list of 303(d) Impaired Water Bodies within the City of Encinitas and their candidate sites. This image shows Cottonwood Creek as a listed impaired body running the entirety of the project site. An excerpt of the Cottonwood Creek identification and legend is provided as Figure 9

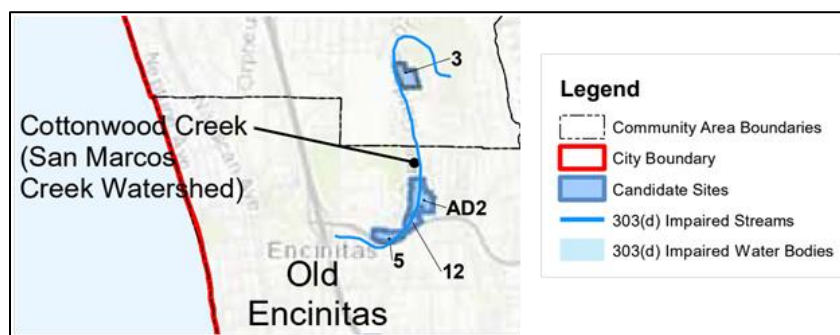


Figure 9 – Excerpt of Final Environmental Assessment Figure 4.8-3, 303(d) List of Impaired Water Quality Segments and Legend

As the Final EA did not perform focused biological studies for each project site, a biological resources technical report was completed for the project. The Biological Resources Letter Report

Exhibit 4 – Evidence of Surface Water Flows of Cottonwood Creek Tributary

prepared by Dudek⁵ did not identify the 303(d) listed Cottonwood Creek tributary as identified jurisdictional water with potential project impacts, which is in direct conflict with the Final EA. Specifically, the Final EA states:

“Candidate Sites #11, #AD1, and #AD2 are adjacent to/contain a stream.” (*Final EA*, pg. 4.3-8)

An excerpt of Figure 4.3-2, Potential Jurisdictional Wetlands & Water is provided as Figure 10.

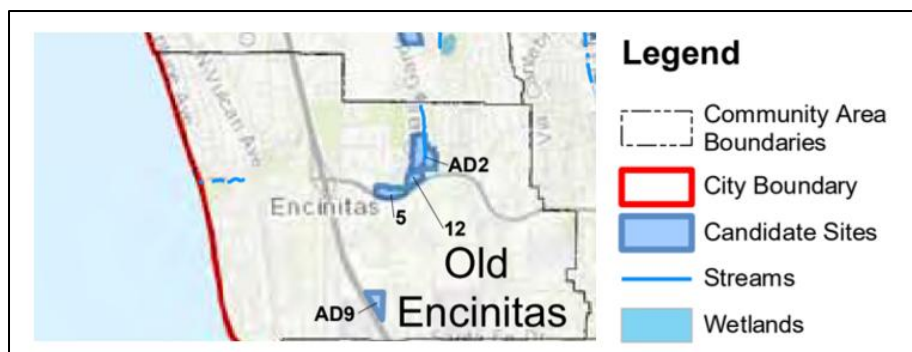


Figure 10 - Excerpt of Final Environmental Assessment Figure 4.3-2, Potential Jurisdictional Wetlands & Water

The applicant and historic Planning Department staff are also aware of this segment of Cottonwood Creek and relevant city standards, as its incorporation was planned for in a previous application (heard on August 2, 2007; Case No: 05-002 TM/MUP/DR/CDP/EIA)⁶. The report refers to this stream channel as a natural drainage course.

In this previous development proposal, under the summary of the Citizen’s Participation Plan (CPP):

- “The applicant notes in the CPP final report that the existing drainage would be replaced with a combination of open swales and storm drain pipes in accordance with City standards.” (*Agenda Report*, pg. 6-2)

Additionally, the applicant and City of Encinitas Planning Department proposed lot averaging to:

- “re-create a riparian drainage area through the property as it had existed historically” (*Agenda Report*, pg. 6-24), and
- “The riparian area will be preserved in open space and the residential lots distributed throughout the remainder of the property”. (*Agenda Report*, pg. 6-13)

Continued next page

⁵ Biological Resources Letter Report for the Quail Meadows Apartments Project, City of Encinitas, California. Prepared by Dudek. October 3, 2024 Planning Commission Agenda Item 8b – PC-9

⁶ *Agenda Report*, City of Encinitas Planning Commission item 6, Case Number 05-002 TM/MUP/DR/CDP/EIA. Meeting date August 2, 2007. Accessed via archived data from the City of Encinitas at <https://archive.encinitasca.gov/>

Exhibit 4 – Evidence of Surface Water Flows of Cottonwood Creek Tributary

Finally, this proposed action of incorporating the stream was determined a benefit to the project:

“The proposed project will improve the condition of the drainage channel by opening the existing pipe into a large swale without affecting the off-site wetland area.” (*Agenda Report*, pg. 6-15)

Neighbors bordering the property captured recent photographic evidence of the stream in active flow. Photo evidence of the stream channel was captured via drone photography on February 8, 2024 and is shown as Figure 11, and a photograph taken by a neighbor on January 22, 2024, is provided as Figure 12.



Figure 11 – Aerial Photo of Stream Channel on Project Site on February 8, 2024



Figure 12 – Photograph of Stream in Active Flow with Quail Gardens Corporate Center Visible in Background; January 22, 2024

EXHIBIT 5

COMPARISON OF EXISTING CONDITIONS TO HISTORIC AERIAL

Existing Conditions Slope Analysis retrieved from:

*File name 3751 Tech Study - Slope Analysis 2023.10.9._v3_v1,
submitted as part of the original 2020 application for Quail
Meadows Apartments; MULTI-003751-2020*

Historic aerial retrieved from:

Historic Aerials by NETROnline

Accessed at www.historicaerials.com

Exhibit 5 – Historic Aerials Showing Naturally Occurring Steep Slopes

The project identifies several portions of steep slopes on Lot 2, as shown in the excerpted composite image from the Existing Conditions Slope Analysis by Lot in Figure 13.

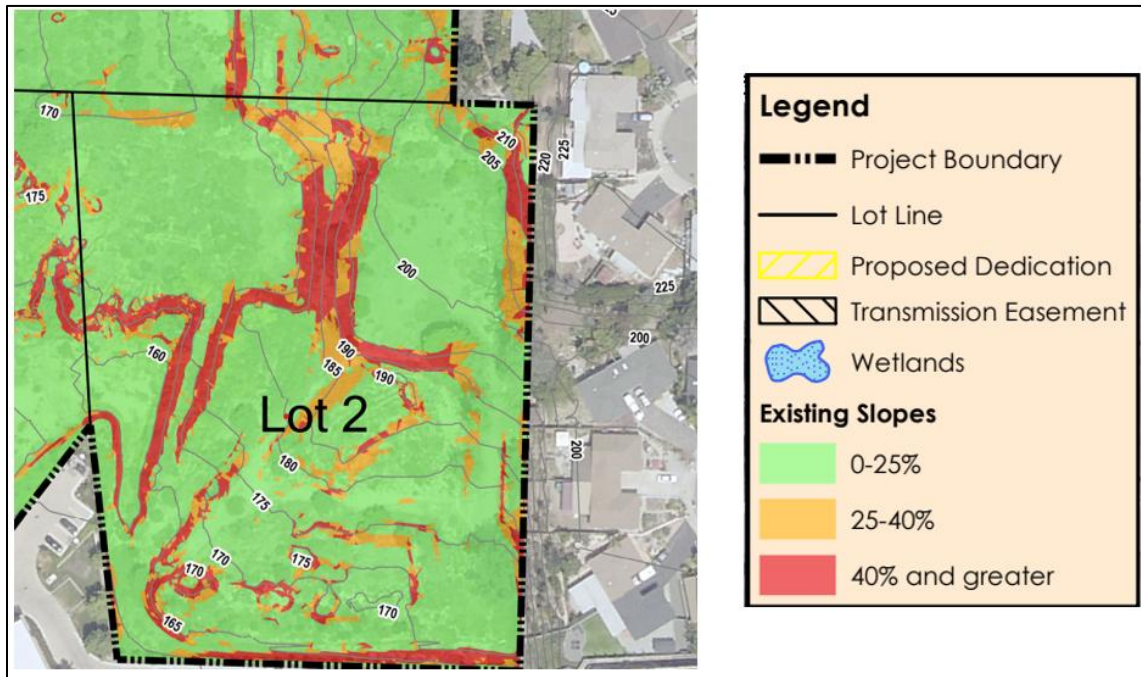


Figure 13 – Composite Image of Legend and Existing Conditions Slope Analysis of Lot 2

The below historic aerial from 1964 demonstrates that the steep slopes in the northeast portion of the site surrounding a plateau are pre-existing and naturally occurring. The image has been marked to outline (in red) the approximate corresponding slope area and banks of the natural drainage course, and roads bordering the project are identified in yellow.



Figure 14 – 1964 Aerial, Pre-nursery Operations