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Prepared for:

Eric Tarantino
27497 Schulte RD
Carmel Valley CA 93923

Architects

Wilday Design
400 Foam St #205
Monterey, CA 93940

Proposed Project (ADU)

27497 Schulte RD
Carmel Valley CA 93923

Prepared by:

Monterey Bay Treeworks
Albert Weisfuss
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International Society of Arboriculture #1388
ISA Tree Risk Assessor

August 19, 2022

Disclosure:

1. Arborists are tree specialists who use their education, knowledge, training and experience to examine trees, recommend measures to enhance the beauty and health of the trees and attempt to reduce the risk of living near trees. Arborists cannot detect every condition that could possibly lead to the structural failure to a tree. Since trees are living organisms, conditions are often hidden within the tree and below ground. Arborists cannot guarantee that a tree will be healthy or safe under all circumstances, or for a specific period of time. Likewise, remedial treatments cannot be guaranteed. Trees can be managed but they cannot be controlled. To live near trees is to accept some degree of risk and the only way to eliminate all risk associated with trees is to eliminate all of the trees.
2. Where the treatment, pruning and/or removal of trees are involved, it is the Client's responsibility to advise Consultant of any issues regarding property boundaries, property ownership, site lines, disputes between neighbors and other related issues.
3. Consultant shall invoice Client periodically for the services rendered. Client shall pay such invoices upon receipt. If invoices are not paid within 30 days, a late payment shall be charged of 1 ½ percent per month.
4. Consultant shall perform its services in a manner consistent with the standard of care and skill ordinarily exercised by members of the profession practicing under similar conditions in the geographic vicinity and at the time the services are performed. No warranty, representation or guarantee, express or implied, is intended by this agreement.
5. Services provided under this agreement, including all reports, information or recommendations prepared or issued by Consultant, are for the exclusive use of the Client for the project specified herein. No other use is authorized under this agreement. Client will not distribute or convey Consultant's reports or recommendations to any other person or organization other than those identified in the project description without Consultant's written authorization. Client releases Consultant from liability and agrees to defend, indemnify and hold harmless Consultant from any and all claims, liabilities, damages or expenses arising, in whole or in part, from such distribution.
6. Consultant is not responsible for the completion or quality of work that is dependent upon or performed by the Client or third parties not under the direct control of the Consultant, nor responsible for their acts or omissions or for any damages resulting there from.
7. Client and Consultant agree to mediate any claims or disputes arising out of this agreement, before initiating any litigation. The mediation shall be conducted by a mediation service acceptable to the parties. The parties shall make a demand for mediation within a reasonable time after a claim or dispute arises and the parties agree to mediate in good faith. In no event shall any demand for mediation be made after such claim or dispute would be barred by applicable law. Mediation fees would be shared equally. In the event that mediation does not resolve the issue, the parties agree to proceed through binding arbitration. The prevailing party in such proceeding shall be entitled to a reasonable sum for attorney's fees and expert witness fees.
8. Client agrees to indemnify, defend and hold harmless Consultant from and against any and all claims, liabilities, suits, demands, losses, costs and expenses, including, but not limited to, reasonable attorneys' fees and all legal expenses and fees incurred through appeal, and all interest thereon, accruing or resulting to any and all persons, firms or any other legal entities on account of any damages or losses to property or persons, including injuries or death, or economic losses, arising out of the project and/or this agreement, except to the extent that said damages or losses are caused by Consultant's sold negligence or willful misconduct.
9. If, during the course of performance of this agreement, conditions or circumstances are discovered which were not contemplated by Consultant at the commencement of this agreement, Consultant shall notify Client in writing of the newly discovered conditions or circumstances, and Client and Consultant shall renegotiate, in good faith, the terms and conditions of this agreement. If amended terms and conditions cannot be agreed upon within 30 days after notice, Consultant may terminate this agreement and be compensated under paragraph 4 in this agreement.
10. This agreement may be terminated by either party upon 10 days' notice sent first class mail. In the event of a termination, Client shall pay for all reasonable charges for work performed by Consultant through the 10th day after mailing the notice of termination. The limitation of liability and indemnity obligations of this agreement shall be binding notwithstanding any termination of this agreement.
11. This agreement is the entire and integrated agreement between Client and Consultant and supersedes all prior negotiations, statements or agreements, either written or oral. Writing signed by both parties may only amend this agreement.
12. In the event that any term or provision in this agreement is found to be unenforceable or invalid for any reason, the remainder of this agreement shall continue in full force and effect, and the parties agree that any unenforceable or invalid term or provision shall be amended to the minimum extent required to make such term or provision enforceable and valid.
13. Neither Client nor Consultant shall assign this agreement without the written consent of the other.
14. Nothing in this agreement shall create a contractual relationship for the benefit of any third party.

SUMMARY

A proposed Accessory Dwelling Unit (ADU) is proposed for the site located at 27497 Schulte RD. Because the site is forested with both protected and non-protected trees that may or may not require removal, my services were requested to review the proposed site and provide site plans to make available an objective assessment to monitor development of the site and minimize impacts during construction while securing the value of the flora and fauna habitat. The project proposes to develop an all electric detached dwelling unit on a 40.46 acre property. The project will include a new alternative, on-site waste-water treatment system. The proposed project will also consist of a permeable patio to the south facing side of the building. To complete the proposed project, six (6) protected trees and one (1) non-regulated tree are requested to be removed, while others will require tree protection and / or trimming that are identified for retention on the provided site plans. One subject tree #688 does not meet the requirement of a protected tree but is noted as a tree being removed. Tree #683 is dead with no living foliage. The tree poses a high risk to the structure and people nearby once development is concluded. No mitigation for recovery. Nearly 100 other Coast live oak trees outside the site and near the proposed project will be retained with proper tree protection installed. No bird nesting is within 300 feet of the proposed project.

The stand is a natural stand of Coast live oak (*Quercus agrifolia*). The subject trees and their health have been evaluated in conjunction with the surrounding upper canopy of trees as a whole. The subject trees appear to be even aged and consisting of trees that are about the same in height. This results in a single canopy and a total tree height of relatively uniform size and trunk diameter. The property slopes to the south with minimal understory.

This assessment was prepared by certified arborist Albert Weisfuss. International Society of Arboriculture certification #WC-1338 in accordance with the County of Monterey ordinances.

Introduction

I, Albert Weisfuss conducted an assessment of regulated trees and prepared the following arborist's report for 27497 Schulte RD per the request of Eric Tarantino. Myself, Mr Tarantino, and project developer Mr. Wilday discussed the project onsite on August 10, 2022 reviewing requirements of the County of Monterey and preparation of construction. Forest management is the application of appropriate technical forestry principles, practices, and techniques. The management of an urban forest is to achieve the owner's objectives. Stated more simply, urban forest management is providing a forest the proper care so that it remains healthy and vigorous. Urban forest management is not so much a subject or a science as it is a process. Monterey County's primary management objective is to balance wildlife habitat protection and enhancement. A tree on publicly owned properties provides a multitude of aesthetic and environmental benefits. Beyond shade and beauty, trees also have practical benefits and a real monetary value that property owners sometimes are unaware of. Unlike other public infrastructure components, properly planted and maintained trees increase in value over time, which in turn increases the value of your property.

Methods / Limitations

This assignment is limited to a walkthrough and review of site plans provided by Mr. Tarantino to assess affects from potential construction impacts to trees within or adjacent to construction activities. This assessment is prepared for the parcel in preparation for the approved permitted development while 7 trees are requested for removal and 100+ subject trees are to be retained with tree protection.

An onsite walkthrough was conducted on August 10, 2022. A visual assessment was made from the ground of the subject trees. Subject trees were located according to Mr. Tarantino and assessed for impacts from development along with signs of health, and vigor including foliage condition and density, extent of dieback or deadwood and wound wood response. Structural defects were also assessed such as bark inclusion and decay as well as the condition of the root crown and surface roots. The damage to the trees roots and canopy were considered in light of current arboriculture practice. Grounds surrounding the trees were assessed for fractures, heaving, and visible signs of movement.

Monterey County Resource Management Agency requires a 1:1 ratio replacement for protected trees measuring less than 24" in diameter and 2:1 ratio replacement for protected trees measuring greater than 24" in diameter. Based on the requested removals, it is recommended replanting be with already established Coast live oak saplings on-site. Trees that have naturally propagated onsite have the best opportunity for survival and come from parent trees that have developed natural genes for longterm survivability. The applicant is responsible for the survivability of these saplings for a period of one year.

The removals will not involve a risk of adverse environmental impacts such as:

1. Soil erosion; Title 21 - 246
2. Water Quality: The removal of the trees will not substantially lessen the ability for the natural assimilation of nutrients, chemical pollutants, heavy metals, silt and other noxious substances from ground and surface waters;
3. Ecological Impacts: The removal will not have a substantial adverse impact upon existing biological and ecological systems, climatic conditions which affect these systems, or such removal will not create conditions which may adversely affect the dynamic equilibrium of associated systems;
4. Noise Pollution: The removal will not significantly increase ambient noise levels to the degree that a nuisance is anticipated to occur;
5. Air Movement: The removal will not significantly reduce the ability of the existing vegetation to reduce wind velocities to the degree that a nuisance is anticipated to occur;
6. Wildlife Habitat: The removal will not significantly reduce available habitat for wildlife existence and reproduction or result in the immigration of wildlife from adjacent or associated ecosystems; or c. The tree is diseased, injured, in danger of falling too close to existing or proposed structures, creates unsafe vision clearance, or is likely to promote the spread of insects of disease.
7. Conditions of Approval: In granting any permit as provided herein, the appropriate authority may attach reasonable conditions to mitigate environmental impacts and ensure compliance with the provisions of this Section, including but not limited to replacement of trees removed.

• **Inventory Methods**

The assessment conducted consisted a general walkthrough on 8/10/2022 to begin assessment. The site visit composed the use of measuring with Lufkin diameter tape, digital camera and recording subject trees to a provided site map. The subject trees were identified with string by Mr. Tarantino. Using the above criteria all trees requested within the scope of work were inventoried and numbered with round aluminum tags and green ribbon. Information recorded for each of these trees included tree number, species, DBH, height and condition. Tree condition was rated good, fair, poor or dead with “poor” meaning that that tree was dying due to a variety of conditions.

The following trees have been recorded in the field and listed on table 1:1. Trees were rated as good, fair, poor, and dead with poor and dead being recommended for removal. Trees rated fair may have some degree of health conditions or structural integrity limiting their development. Trees rated as good would be considered the best candidates on site for the age and condition of the stand.

It is noted that trees have been inventoried in the past.

Subject trees

Table 1:1

Tree #	Species	DIAMETER inches	Condition	Remove	Comments
688	Quercus agrifolia	3,2,3,3,5 ÷ 5 = 3.2”	Fair	yes	Stump sprout. Not a regulated tree
687	Quercus agrifolia	8	Fair	yes	
686	Quercus agrifolia	11,7,9 ÷ 3 = 9”	Fair	yes	Suppressed
678	Quercus agrifolia	8	Fair	yes	
684	Quercus agrifolia	13	Fair	yes	
685	Quercus agrifolia	9	Fair	yes	
683	Quercus agrifolia	9	dead	yes	No living foliage. High risk

Tree protection

Planning Phase

1. Before assessing trees and other site structures and conditions, mark the site boundaries on plans and in the field to delineate which trees and stands of trees will be inventoried.
2. Perform a tree inventory that includes at minimum the location, size, and health of each tree and delineates quality stands of trees. Scope of the inventory should be based on communication and needs of the project team (developer, planner, engineer, architect, landscape architect, and other professionals involved), as well as City ordinances. This is the time to confer with the project team on conceptualizations for site design, so that way long- term tree protection and health gets integrated into the design.

Design Phase

3. Communicate with the project team to accurately site structures and utilities and determine the trees to remain on site. Conserve and protect trees in stands or groups where possible. Make sure the trees and stands of trees selected to be saved go into plans and construction documents. Include in all plans the Tree Protection Zone (TPZ) for all saved trees to avoid conflict with the protected area and placement of structures and utilities during construction.

Pre-construction Phase

4. Prior to pre-construction activities, including tree removal, access roads, construction staging areas, and building layout, erect tree protection barriers to visually indicate TPZs. Be sure to:
 - ⇒ Use tree protection barriers that are highly visible, sturdy, and restrict entry into the TPZ.
 - ⇒ Install or erect signs along the tree protection barrier stating that no one is allowed to disturb this area.
 - ⇒ Remove any branches or trees that pose an immediate risk to structures or people prior to any construction activities.

Construction Phase

5. Communicate the intent of the tree protection barriers to the construction manager and workers to ensure that TPZs are not disturbed during construction activities. Have the construction manager sign a contract of compliance.

Prohibit these activities in the TPZ:

- ⇒ Stockpiling of any type, including construction material, debris, soil, and mulch
- ⇒ Altering soils, including grade changes, surface treatment, and compaction due to vehicle, equipment, and foot traffic
- ⇒ Trenching for utility installation or repair and irrigation system installation
- ⇒ Attaching anything to trunks or use of equipment that causes injury to the tree

7. Schedule site visits to ensure the contract is being met by the construction manager and that tree health is not being compromised by construction activity. Inspect and monitor trees for any decline or damages.
8. Keep in place all tree protection barriers until the project is completed.

Post-construction Phase

9. Perform a final inspection and continue monitoring after construction. Monitoring includes maintaining mulch, managing soil moisture, assessing tree damage, inspecting for insects and pests, and fertilization if needed.

Grading Limitations within the Tree Protection Zone

1. Grade changes outside of the TPZ shall not significantly alter drainage to the tree.
2. Grade changes within the TPZ are not permitted.
3. Grade changes under specifically approved circumstances shall not allow more than 6-inches of fill soil added or allow more than 4-inches of existing soil to be removed from natural grade unless mitigated
4. Grade fills over 6-inches or impervious overlay shall incorporate notes: an approved permanent aeration system, permeable material or other approved mitigation.

5. Grade cuts exceeding 4-inches shall incorporate retaining walls or an appropriate transition equivalent.

Trenching, Excavation and Equipment Use

Notification. Contractor shall notify the project arborist a minimum of 24 hours in advance of the activity in the TPZ.

1. **Root Severance.** Roots that are encountered shall be cut to sound wood and repaired. Roots 2- inches and greater must remain injury free.
2. **Excavation.** Any approved excavation, demolition or extraction of material shall be performed with equipment sitting outside the TPZ. Methods permitted are by hand digging, hydraulic or pneumatic air excavation technology. Avoid excavation within the TPZ during hot, dry weather. If excavation or trenching for drainage, utilities, irrigation lines, etc., it is the duty of the contractor to tunnel under any roots 2-inches in diameter and greater. Prior to excavation for foundation/footings/walls, grading or trenching within the TPZ, roots shall first be severed cleanly 1- foot outside the TPZ and to the depth of the future excavation. The trench must then be hand dug and roots pruned with a saw, sawzall, narrow trencher with sharp blades or other approved root pruning equipment.
3. **Heavy Equipment.** Use of backhoes, steel tread tractors or any heavy vehicles within the TPZ is prohibited unless approved by the project arborist. If allowed, a protective root buffer is required. The protective buffer shall consist of a base course of tree chips spread over the root area to a minimum of 6-inch depth, layered by 3/4-inch quarry gravel to stabilize 3/4-inch plywood on top. This buffer within the TPZ shall be maintained throughout the entire construction process.
 - **Structural design.** If injurious activity or interference with roots greater than 2-inches will occur within the TPZ, plans shall specify a design of special foundation, footing, walls, concrete slab or pavement designs subject to project arborist approval. Discontinuous foundations such as concrete pier and structural grade beam must maintain natural grade (not to exceed a 4-inch cut), to minimize root loss and allow the tree to use the existing soil.

Tree Removal

⇒ Removal of trees that extend into the branches or roots of Regulated Trees shall not be attempted by demolition or construction personnel, grading or other heavy equipment. A certified arborist or tree worker shall remove the tree carefully in a manner that causes no damage above or below ground to trees that remain.

INSPECTION SCHEDULE

The project arborist or Landscape Architect retained by the applicant shall conduct the following required inspections of proposed construction site containing protected and designated trees. Inspections shall verify that the type of tree protection and/or plantings are consistent with the standards outlined within this arborist assessment.

Conclusion

Based on my professional opinion, the area selected to develop the ADU within this large mature stand of *Quercus agrifolia* will have the least impacts to the stand. The remaining canopy coverage will retain the perimeter of the stand so not to effect the view shed of surrounding properties. The requested removals are smaller diameter trees within the stand and will not have irreversible impacts to the remaining trees or surrounding habitat. Short-term impacts such as soil compaction and tree health can be avoided with proper tree protection and post treatment for tree health. It is recommended that remaining trees be monitored for health during and post construction with annual assessments by a qualified professional.

Certifying Statement

I, Albert Weisfuss, certify that:

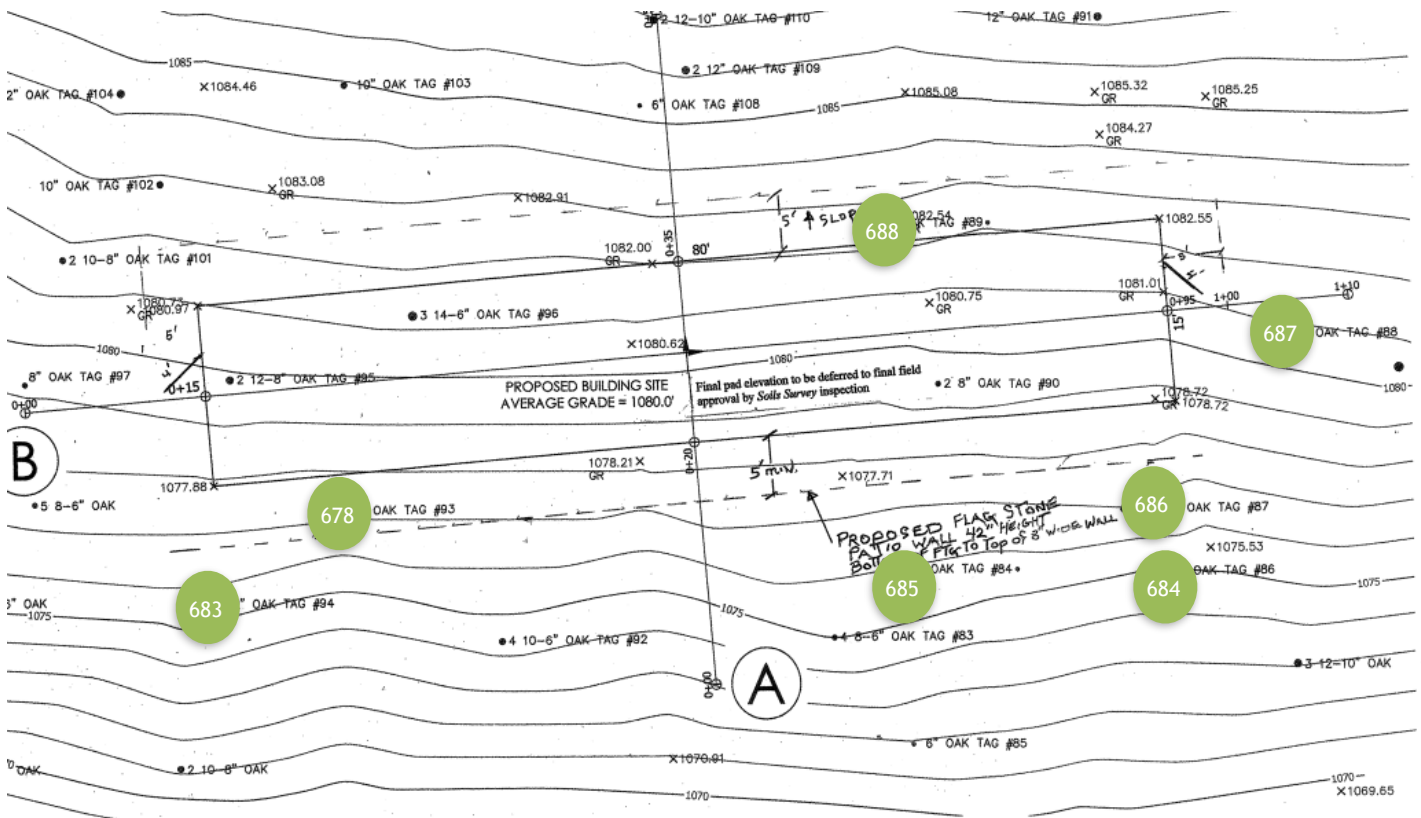
- I have personally overseen the inspection of this tree and property referred to in this report, and have stated my findings accurately.
- I have no current or prospective interest in the vegetation or the property that is the subject of this report and have no personal interest or bias with respect to the parties involved.
- The opinions and conclusions stated herein are my own.
- My compensation is not contingent upon the reporting of a predetermined conclusion that favors the cause of the client or any other party.

August 19, 2022

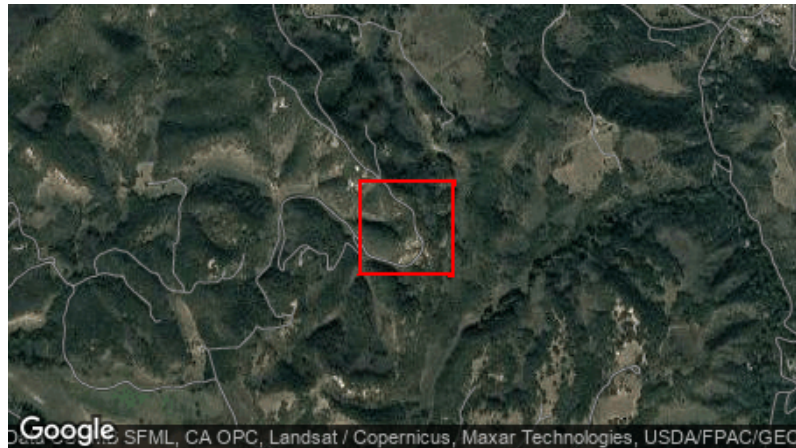
Albert Weisfuss

Albert Weisfuss

Date

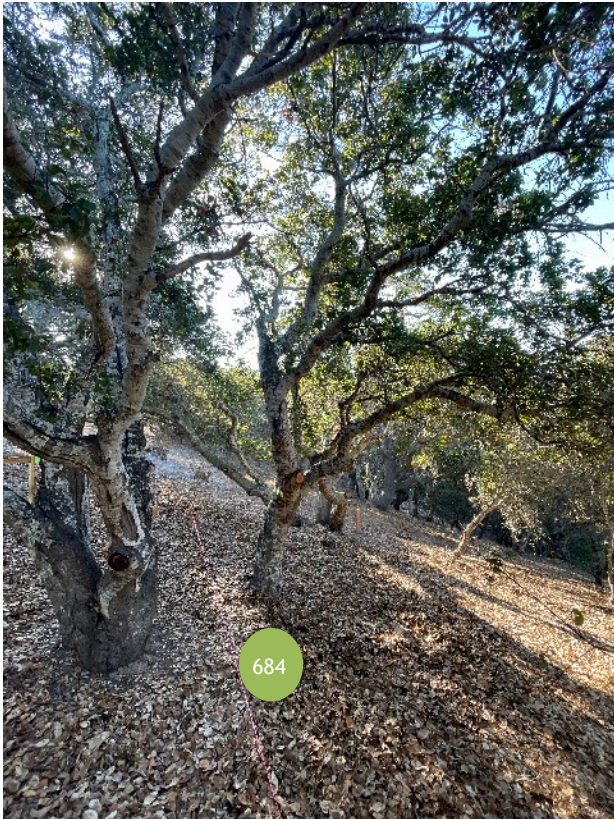


Location of subject trees on provided site map.





*Subject tree #688
This tree (stump sprout) does not meet the
requirement of 6" for regulated protection.
The total of the 5 stems equals 3.2" based on ISA
formulations to determine tree diameter.*



Subject trees 687, 686 and 684 develop within the area of a new alternative on-site waste-water treatment system. The installation will have longterm impacts to the trees root system. It is not practical to retain trees with long term affects from development.



Subject trees 685 and 678 develop within the footprint of a proposed permeable patio. Retaining the trees will have longterm effects to the trees development. Tree 678 develops with a suppressed form. It is not practical to retain trees with poor form or having longterm effects from development.

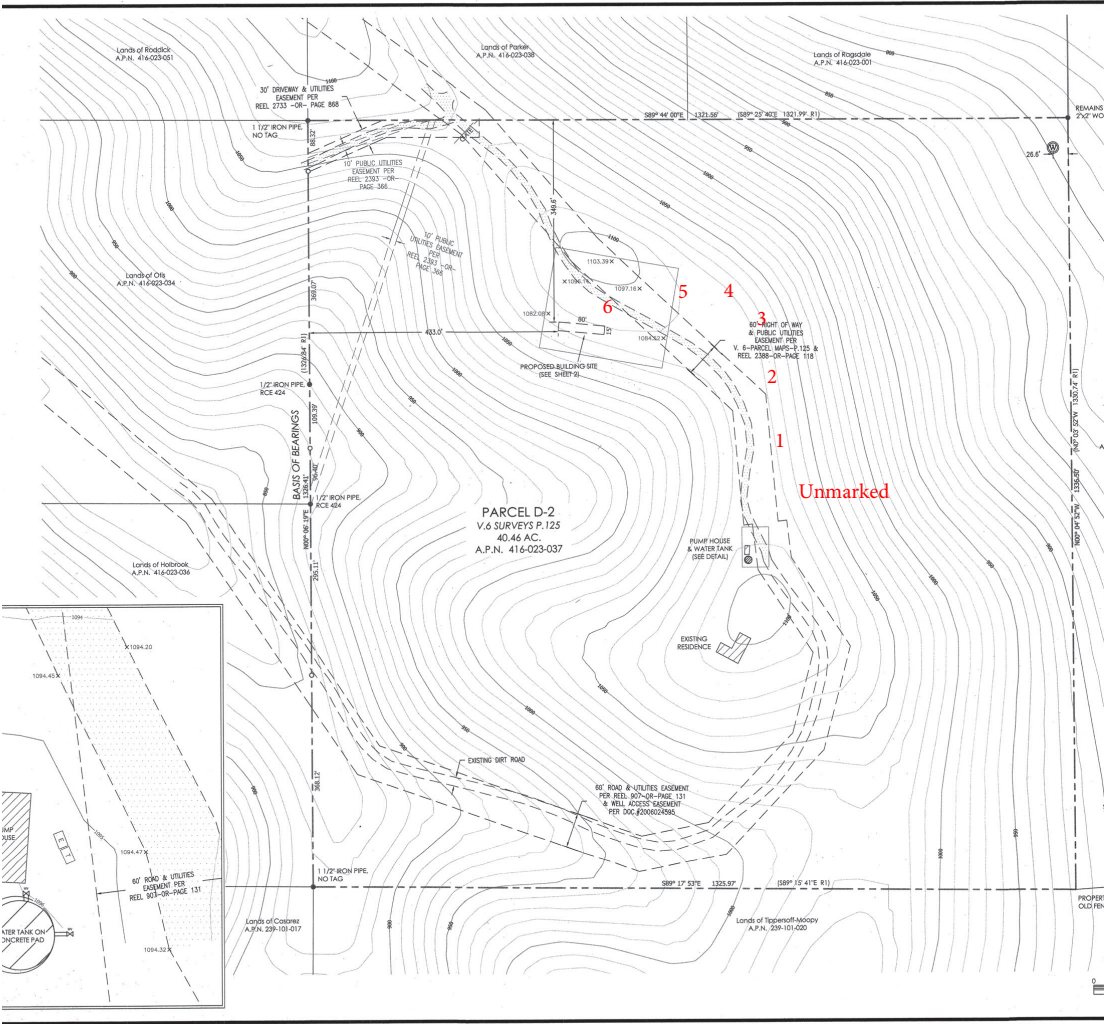




Subject tree 683 is dead with no living foliage. No arboriculture treatment will support recovery. The tree poses a high risk to any structure under or nearby along with any foot traffic.



selected saplings for replacement trees.



locations of saplings.

MONTEREY BAY



Assessing One Tree at a Time

Albert Weisfuss

I.S.A. TRAQ

I.S.A. Certified Arborist

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October 20, 2022

Christina Vu, Assistant Planner
HCD – Planning Services

ERIC & KRISTA TARANTINO
OWLS PERCH LLC
27497 SCHULTE RD
CARMEL, CA 93923

Subject: PLN220249 OWLS PERCH LLC – Incomplete Application

Ms. Vu and Mr. Tarantino

Clarification on the varied recommendation and the hardship it poses on the remaining habitat.

Reforestation within the established *Quercus agrifolia* stand would be detrimental to the long term and maintenance of the remaining habitat by overcrowding.

Albert Weisfuss
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