

# Exhibit D

This page intentionally left blank.





Albert Weisfuss  
ISA Certified Arborist #1388  
ISA Tree Risk Assessor Qualified  
(831) 869-2767  
[albertweisfuss@gmail.com](mailto:albertweisfuss@gmail.com)  
[montereybaytreeworks.com](http://montereybaytreeworks.com)

MONTEREY BAY  
**TREWORKS**

**12/16/24**

**ASSESSOR'S PARCEL #:** 008-332-019-000

**TYPE OF CONSTRUCTION:** TYPE V-B NEW RESIDENCE

**PROJECT LOCATION:** 1458 RIATA RD PEBBLE BEACH CA

**MAILING ADDRESS:** 7058 N WEST AVE #139 FRESNO CA 93711

## Summary

Monterey Bay Treeworks conducted a comprehensive assessment of the proposed site development, focusing on protected tree documentation, impact assessment, and compliance with Monterey County Resource Management Agency (MCRMA) guidelines.

## Key Findings

### 1. Site Visit and Tree Survey:

- A walkthrough and field survey were completed to identify and document protected trees within the project boundary.
- 37 protected trees were recorded in or near the project footprint.
- Three (3) trees are defective and require removal based on condition.

### 2. Tree Removaltree condition:

- No landmark trees ( $\geq 24$  inches DBH) are included in the removal request.
- Planting Density: Follow a 1:1 replanting ratio to compensate for removed trees.

### 3. Bird Nesting:

- No visible bird nesting observed within 300 feet of the site during the survey.
- Nesting period is February 22 to August 1, requiring continued monitoring if tree removal occurs during this time.

## Completed Tasks

- **Site Survey and Tree Inventory:** Documented all trees within the project boundary that are protected or significant ( $\geq 3$  inches in diameter).
- **Tree Impact Analysis:** Identified trees for removal and mitigation purposes to accommodate construction.
- **Documentation and Mapping:**
  - Spreadsheets and maps showing existing trees and proposed project impacts.
- **Formal Reports:**
  - Prepared a protected tree report for county submittal.
  - Developed a Fuel Management Plan to align with county requirements.
  - Prepared a replanting plan for county submittal.

This report provides the necessary documentation and recommendations to proceed responsibly while ensuring compliance with county regulations and preserving ecological integrity.

This report outlines the findings and recommendations regarding tree impacts associated with the proposed site development, as assessed by Monterey Bay Treeworks. It addresses the site conditions, tree impacts, and compliance with Monterey County Resource Management Agency (MCRMA) requirements for mitigation and restoration.

## **Tree Impact Assessment**

### **1. Protected Trees Impacted:**

- Three (3) trees, 1- Coast live oak and 2- Monterey pine are recommended for removal based on condition at the time of the assessment.
- None of these removals qualify as landmark trees ( $\geq 24$  inches DBH).

## **MCRMA Compliance and Mitigation**

Replacement Ratios and Recommendation:

1. *Quercus agrifolia* (Coast live oak): 3- 15 gallon
  - Non-heritage trees removed:
    - Three (3) trees require a 1:1 replacement.
    - A minimum of 3 *Quercus agrifolia* are to be planted on-site.
2. Designated Replanting Area:
  - All replanting must occur in designated areas on-site to comply with MCRMA guidelines.

### **Next Steps**

- Monitor ongoing development to ensure compliance with the guidelines as set forth by MCMRA plan and minimize additional impacts to flora and fauna.
- Recommend periodic site visits during construction to adjust mitigation measures if unforeseen impacts arise.

By following these recommendations, the development can proceed responsibly while preserving the ecological integrity of the site.

## **Arborist's Report: Introduction, Overview, Methods, and Limitations**

### **Introduction and Overview**

I, Albert Weisfuss, conducted a comprehensive assessment of the regulated trees on the subject property and prepared this arborist's report in compliance with the requirements of Monterey County. This report is intended to support the preparation of development plans, ensuring that proper consideration is given to tree preservation, management, and the potential risks posed by the trees during the development process.

Forest management, as defined in this context, involves applying appropriate technical forestry principles and practices to ensure that trees are maintained, preserved, and integrated into the development process. Monterey County's primary management objective is to balance wildlife habitat protection with the enhancement of the environment. The management of trees on streets and publicly owned properties offers multiple benefits, including:

- **Aesthetic value:** Trees contribute significantly to the landscape's visual appeal.
- **Environmental benefits:** Trees improve air quality, provide shade, and support local wildlife.
- **Monetary value:** Well-maintained trees increase in value over time, enhancing the overall property value.

Unlike other public infrastructure elements, trees are dynamic assets that can grow in value, both in terms of aesthetics and practical benefits. Proper planting, care, and maintenance of these trees will not only improve their health but will also positively impact the surrounding environment and property value.

### **Methods / Limitations**

The following methods were used to conduct the tree assessment:

#### **1. Trunk Measurement:**

- Tree trunks were measured at 48 inches above soil grade (referred to as Diameter at Breast Height (DBH)). In cases where the main trunk divides below this height, the measurement was taken at the point of division.
- For multi-trunk trees, each trunk was measured separately, and the diameter was averaged to determine the overall DBH.

#### **2. Tree Condition Assessment:**

- The condition of each tree was evaluated through visual inspection only, conducted from a standing position. No climbing or aerial equipment was used.
- As such, this assessment is limited to visible, above-ground indicators of health. Internal or underground issues, such as root rot, pest infestations, or internal structural defects, may not be detectable through this method.

#### **3. Assessment Categories:**

- **Good:** The tree is healthy and structurally sound.
- **Fair:** The tree is in moderate condition but may show early signs of stress or damage.
- **Poor:** The tree is failing or severely compromised due to disease, pests, structural issues, or other factors.
- **Dead:** The tree has died and poses a higher risk to the surrounding targets.

#### **4. Tree Health Rating (0–5 Scale):**

- Health and structure of each tree were assessed visually and rated:
  - **5:** Healthy, vigorous tree.
  - **3–4:** Moderate decline or structural issues, manageable with care.
  - **0–2:** Severe decline, defects, or dead trees.

## **5. Inventory Process:**

- The inventory was conducted over two site visits.
  - The visit involved a review of the development site plans.
  - Site visit involved the use of a Lufkin diameter tape, and mapping tools to record the condition of each subject tree and document it accurately.
- All trees requested for inclusion in the assessment were inventoried, tagged with aluminum tree tags, and assigned identification numbers. Information recorded for each tree included:
  - Tree number
  - Species
  - DBH
  - Condition rating

## **Limitations**

### **1. Visual Assessment:**

This assessment is based on visual observation only, with no invasive testing or equipment used (e.g., climbing, aerial inspections, or root zone examination). As such, internal health issues or structural defects that may not be visible from ground level or on the surface could potentially be overlooked.

### **2. Tree Condition Changes Over Time:**

The condition of trees may change between the time of inspection and the implementation of development plans. Regular reassessments are recommended, especially if tree retention is part of the development proposal. This annual reassessment will help ensure that the trees remain safe and viable during construction.

### **3. Mapping and Inventory:**

The tree inventory is based on the provided site plans, and trees have been mapped to the best of my knowledge. Variations in the site conditions, potential changes in tree health, or unforeseen obstacles may not be fully reflected.

### **4. Purpose of the Report:**

This report is prepared specifically for decision-making purposes related to the proposed development. It is not intended to serve as a general tree management or maintenance plan. Use of the report for any other purpose beyond the scope outlined would be inappropriate.

### **5. Tree Protection and Care:**

If tree retention is recommended as part of the development project, ongoing care and protection measures will be essential to preserve the trees' health and prevent damage during construction. This includes installation of Tree Protection Zones (TPZs), regular monitoring, and adjustments to project plans to avoid root or crown damage.

This arborist's report aims to provide a clear, accurate, and comprehensive evaluation of the trees on the subject property, offering an informed perspective on their condition, potential risks, and viability in relation to the proposed development. By following the guidance provided and taking proactive steps to manage tree health and safety, the development can proceed in harmony with the natural environment, balancing ecological and aesthetic values with the functional needs of the property.

The following trees near/within the proposed footprint have been recorded in the field and listed on table 1:1. Trees were rated as good, fair, poor and dead. limiting their development. Trees rated as good would be considered the best candidates on site for the age and condition of the stand.

Table 1:1

Tree Species	ID #	Diameter in Inches	Condition 0=Dead 1-2=Poor 3-4=Fair 5=Good	Comments
Quercus agrifolia	801	6	3 - Fair	
Pinus radiata	802	6	3 - Fair	
Pinus radiata	803	5	2 - Poor	Co-dominant
Pinus radiata	804	5	5 - Good	
Quercus agrifolia	805	11	3 - Fair	
Quercus agrifolia	806	12	3 - Fair	
Hesperocyparis macrocarpa)	807	3	3 - Fair	
Pinus radiata	808	8	2 - Poor	Develops within main water inlet/meter - Remove
Quercus agrifolia	809	13	3 - Fair	
Quercus agrifolia	810	7	3 - Fair	
Quercus agrifolia	811	6	3 - Fair	
Quercus agrifolia	812	4	3 - Fair	
Quercus agrifolia	813	5	3 - Fair	
Quercus agrifolia	814	5	3 - Fair	
Quercus agrifolia	815	15	3 - Fair	
Quercus agrifolia	816	13	3 - Fair	
Pinus radiata	817	9	2 - Poor	Past stump grinding impacting the root collar/stability - Remove
Quercus agrifolia	818	14,17	2 - Poor	Decay within the trunk, root collar and root system
Quercus agrifolia	819	13	3 - Fair	
Quercus agrifolia	820	20,13	3 - Fair	
Quercus agrifolia	821	13	3 - Fair	
Quercus agrifolia	822	9	2 - Poor	Recent neighboring tree failure causing structural damage - Remove
Quercus agrifolia	823	5	3 - Fair	
Quercus agrifolia	824	13,15,11	3 - Fair	
Quercus agrifolia	825	3	3 - Fair	
Pinus radiata	826	26	3 - Fair	
Quercus agrifolia	827	4	3 - Fair	
Pinus radiata	828	25	3 - Fair	Past root pruning. Monitor
Quercus agrifolia	829	12	3 - Fair	Decay present in old pruning cut. Monitor
Quercus agrifolia	830	9	3 - Fair	
Quercus agrifolia	831	10	3 - Fair	

Quercus agrifolia	832	4	3 - Fair	
<b>Tree Species</b>	<b>ID #</b>	<b>Diameter in Inches</b>	<b>Condition 0=Dead 1-2=Poor 3-4=Fair 5=Excellent</b>	<b>Comments</b>
Quercus agrifolia	833	11	3 - Fair	
Pinus radiata	834	27	3 - Fair	
Quercus agrifolia	835	8	3 - Fair	
Quercus agrifolia	836	6	3 - Fair	
Quercus agrifolia	837	11,13	3 - Fair	

## TREE REMOVAL & TREE RETENTION PLANS

Removal is based on condition or impacts from development of trees at the time of this assessment.

1 trees assessed in the Good category.

31 trees assessed in the Fair category

5 trees assessed in there Poor category

0 trees assessed in the Dead category

3 trees are requested for removal. Three Quercus agrifolia.

37 Documented trees near the proposed project are to be retained with tree protection.

Retention is based on condition/location of trees at the time of the assessment.

Trees retained within the scope of work will require tree protection prior to any work.

Retained trees are recommended for trimming for safety and/or building clearance using Best Management Practice (BMP) developed by the International Society of Arboriculture (ISA)

Subject trees requested for removal will not involve a risk of adverse environmental impacts such as:

1. Soil erosion.
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. 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.

- Number of Trees Removed < 24 inches DBH): 3
- Replacement Ratio for Trees < 24 inches DBH: 1:1
- Replacement Requirement: 3 new trees
- Spacing Requirement: 15 feet apart (to ensure sufficient root and canopy growth).
- Initial Care:
  - Deep watering once or twice weekly for the first two years.
  - Supplemental watering during dry months.

Since no landmark trees  $\geq 24$  inches DBH) are being removed, no 2:1 replacement applies.

Replant list			
<i><b>Species</b></i>	<i><b>Common name</b></i>	<i><b>Size</b></i>	<i><b># of trees replanted</b></i>
Quercus agrifolia	Coast live oak	15 gallon	3

It is possible as the project develops, some crown cleaning, raising or reduction of canopies will be required to obtain proper distance between established trees and the proposed project. Visible decay was present on some trees that will require care for safety and health. This pruning cycle is recommended at the end of construction along with post construction care of the retained trees.

All pruning will be completed by a qualified professional following ISA **B**est **M**anagement **P**runing guidelines.

## **Tree Protection - Before/During/After**

### 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 county 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**

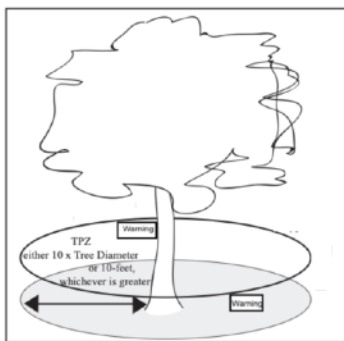
**Notification.** Contractor shall notify the project arborist a minimum of 24 hours in advance of the activity in the TPZ.

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 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 are retained.

**Tree Protection Zone (TPZ)** shown in grey  
(radius of TPZ equals 10-times the diameter of the tree or 10-feet, whichever is greater).



Tree protection has three primary functions,

- Keep the foliage canopy and branching structure clear from contact by equipment, materials and activities.
- Preserve roots and soil conditions in an intact and non-compacted state.
- Identify the Tree Protection Zone (TPZ) in which no soil disturbance is permitted and activities are restricted, unless otherwise approved.
- The Tree Protection Zone (TPZ) is a restricted area around the base of the tree with a radius of ten-times the diameter of the tree's trunk or ten feet; whichever is greater, enclosed by fencing.

## **Fuel Management - Introduction**

This fuel management plan has been prepared as a guideline for the implementation of defensible space / vegetation management for the fire safety around the newly proposed residence identified as Lot 49 - #62 Marguerite Carmel, CA. The Fuel Management Zones are specific to the areas where vegetation has been removed or modified in a manner that increases the likelihood that structures will survive wildfires. Improving the defensible space around structures reduces the amount of fuel available for a wildfire.

### California Public Resource Code 4291

Maintain defensible space of 100 feet from each side and from the front and rear of the structure, but not beyond the property line. The amount of fuel modification necessary shall consider the flammability of the structure as affected by building material, building standards, location, and type of vegetation. Fuels shall be maintained and spaced in a condition so that a wildfire burning under average weather conditions would be unlikely to ignite the structure. The intensity of fuels management may vary within the 100-foot perimeter of the structure, with more intense fuel reductions being utilized between 5 and 30 feet around the structure, and an ember-resistant zone being required within 5 feet of the structure.

## **Non-Combustible Zone:**

### **(0-5 feet)**

- Hardscape surfaces including gravel, pavers, decomposed granite and bare soils are all approved non-combustible surfaces.
- Succulent plant species are examples of non-combustible plant materials.
- Plant placement is the most important criteria for fire-resistant plant selection.
- No wooden trellis, climbing vines, trees or shrubs should be integrated into this zone.
- No combustible mulch. Rock mulch is acceptable and has the greatest fire resistance.

## **Landscape Zone:**

### **(5-30 feet)**

Landscape Zones incorporate multiple planting types. All zones are proposed with fire-appropriate plant materials and adequate spacing posing less hazard for ignition. Increase space between trees, remove lower branches and create areas of irrigated landscape islands.

- Safe egress must be maintained regularly along the driveway. It is important to allow for safe passage and to provide a location where firefighter resources can travel and engage in fire response.
- Grassland, and the understory of all oak woodland vegetation should be mowed within 10 feet of the pavement edges.
- All chaparral, coastal scrub and oak/shrub woodland vegetation should be treated to 30 feet from the pavement edge providing both vertical and horizontal clearance.

## **Management Zone**

### **(30-100 feet)**

Understory plants must be kept short, and small lower tree branches must be removed. The understory of oak woodland habitat includes shade tolerant shrubs and grasslands. The goal of this standard is to maintain an existing oak woodland with a short-statured understory of herbaceous plants and shrubs and a tree canopy at least 8 feet above the ground. An initial treatment will be required to prune smaller benches of trees up to 8 feet above the ground and to reduce density and stature of understory shrubs. Annual maintenance could be required to maintain this recommended height.

- Understory vegetation should not be completely removed. Instead, selectively remove non-native flammable species and remove dead branches from desirable native vegetation.
- Native understory shrubs are to be kept free of dead branches and no more than 2.5 feet in height.
- Leaf litter depth should be kept no greater than 4 inches.
- Once initial tree pruning is completed, pruning is likely to be needed less frequently with an interval of three to five years.



#### SITE PLAN NOTES

1. MAINTAIN DEFENSIBLE SPACE OF 100 FEET FROM EACH SIDE AND FROM THE FRONT AND REAR OF THE STRUCTURE, BUT NOT BEYOND THE PROPERTY LINE.
2. THE ABSENCE OF FUEL MODIFICATION NECESSARY SHALL CONSIDER THE FLAMMABILITY OF THE STRUCTURE AS AFFECTED BY BUILDING MATERIAL, BUILDING STANDARDS, LOCATION, AND TYPE OF VEGETATION. FUELS SHALL BE MAINTAINED AND SPACED IN A MANNER SO THAT A WILDFIRE BURNING UNDER AVERAGE WEATHER CONDITIONS WOULD BE UNLIKELY TO IGNITE THE STRUCTURE. THE INTENSITY OF FUELS MANAGEMENT MAY VARY WITHIN THE 100 FOOT PERIMETER OF THE STRUCTURE, WITH MORE INTENSE FUEL REDUCTIONS BEING UTILIZED BETWEEN 5 AND 30 FEET AROUND THE STRUCTURE, AND AN EMBER-RESISTANT ZONE BEING REQUIRED WITHIN 5 FEET OF THE STRUCTURE.
3. NON-COMBUSTIBLE ZONE: (0-5 FEET)
4. LANDSCAPE ZONE: (5-30 FEET)
5. MANAGEMENT ZONE: (30-100 FEET)

#### GRADING / DRAINAGE NOTES

1. MAINTAIN DEFENSIBLE SPACE OF 100 FEET FROM EACH SIDE AND FROM THE FRONT AND REAR OF THE STRUCTURE, BUT NOT BEYOND THE PROPERTY LINE.
2. THE ABSENCE OF FUEL MODIFICATION NECESSARY SHALL CONSIDER THE FLAMMABILITY OF THE STRUCTURE AS AFFECTED BY BUILDING MATERIAL, BUILDING STANDARDS, LOCATION, AND TYPE OF VEGETATION. FUELS SHALL BE MAINTAINED AND SPACED IN A MANNER SO THAT A WILDFIRE BURNING UNDER AVERAGE WEATHER CONDITIONS WOULD BE UNLIKELY TO IGNITE THE STRUCTURE. THE INTENSITY OF FUELS MANAGEMENT MAY VARY WITHIN THE 100 FOOT PERIMETER OF THE STRUCTURE, WITH MORE INTENSE FUEL REDUCTIONS BEING UTILIZED BETWEEN 5 AND 30 FEET AROUND THE STRUCTURE, AND AN EMBER-RESISTANT ZONE BEING REQUIRED WITHIN 5 FEET OF THE STRUCTURE.
3. NON-COMBUSTIBLE ZONE: (0-5 FEET)
4. LANDSCAPE ZONE: (5-30 FEET)
5. MANAGEMENT ZONE: (30-100 FEET)

## 1458 Riata Road - Saladino Residence

### Fuel Management - Introduction

This site plan has been prepared as a guideline for the management of defensible space / vegetation management for the new residence identified as 1458 Riata Road. The Fuel Management Zones are specific to the areas where vegetation has been removed or modified in a manner that increases the likelihood that structures will survive wildfires. Improving the defensible space around structures reduces the amount of fuel available for a wildfire.

California Public Resource Code 4291.1. Maintain defensible space of 100 feet from each side and from the front and rear of the structure, but not beyond the property line. The absence of fuel modification necessary shall consider the flammability of the structure as affected by building material, building standards, location, and type of vegetation. Fuels shall be maintained and spaced in a condition so that a wildfire burning under average weather conditions would be unlikely to ignite the structure. The intensity of fuels management may vary within the 100 foot perimeter of the structure, with more intense fuel reductions being utilized between 5 and 30 feet around the structure, and an ember-resistant zone being required within 5 feet of the structure.

### Non-Combustible Zone: (0-5 feet)

- Hardscape surfaces including gravel, pavers, decomposed granite and bare soils are all approved non-combustible surfaces.
- Succulent plant species are examples of non-combustible plant materials.
- Plant placement is the most important criteria for fire-resistant plant selection.
- No wooden trellis, climbing vines, trees or shrubs should be integrated into this zone.
- No combustible mulch. Rock mulch is acceptable and has the greatest fire resistance.

### Landscape Zone: (5-30 feet)

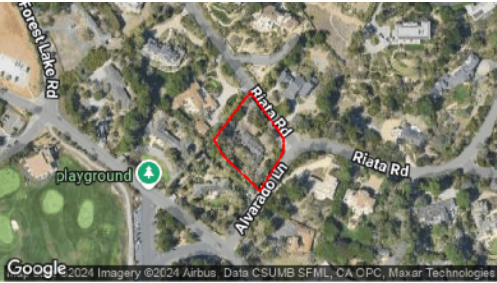
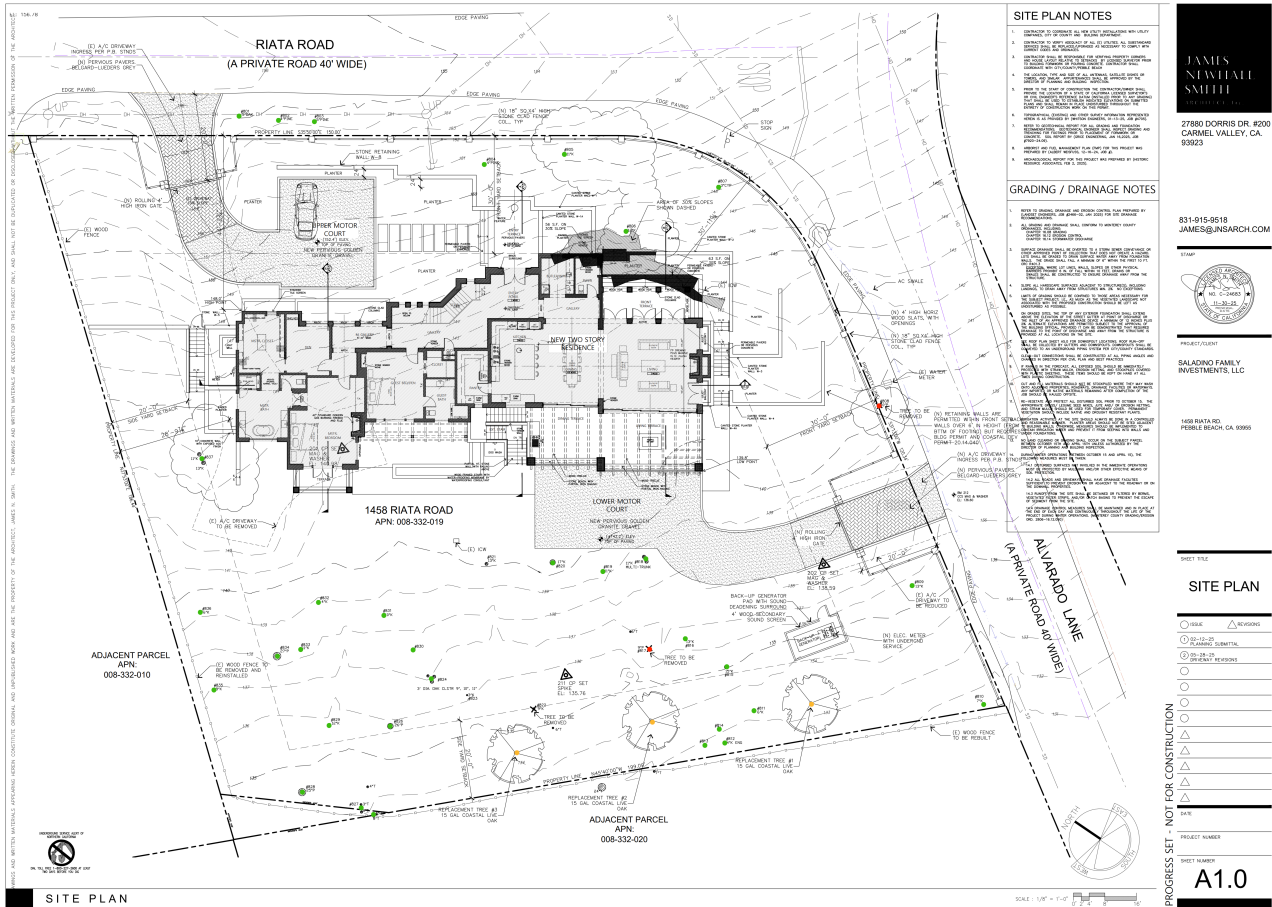
- Landscape Zones incorporate multiple planting types. All zones are proposed with appropriate plant materials and adequate spacing posing less hazard for ignition. Increase space between trees, remove low canopy trees and create areas of irrigated landscape islands.
- Safe egress must be maintained regularly along the driveway. It is important to allow for safe passage and to provide a location where firefighters can travel and engage in fire response.
- Grassland, and the understorey of all oak woodland vegetation should be mowed within 10 feet of the pavement edges.
- All chaparral, coastal scrub and oak/shrub woodland vegetation should be treated to 30 feet from the pavement edge providing both vertical and horizontal clearance.

### Management Zone: (30-100 feet)

- Understorey plants must be kept short, and small lower tree branches must be removed. The understorey of oak woodland habitat includes shade tolerant shrubs and grasslands. The goal of this standard is to maintain an existing oak woodland with a short-statured understorey of herbaceous plants and shrubs and a tree canopy at least 8 feet above the ground. An initial treatment will be required to prune smaller benches of trees up to 8 feet above the ground and to reduce density and stature of understorey shrubs. Annual maintenance could be required to maintain this recommended height.
- Understorey vegetation should not be completely removed. Instead, selectively remove non-native flammable species and remove dead branches from desirable native vegetation.
- Native understorey shrubs are to be kept free of dead branches and no more than 2.5 feet in height.
- Leaf litter depth should be kept no greater than 4 inches.
- Once initial tree pruning is completed, pruning is likely to be needed less frequently with an interval of three to five years.

Site map

Red=Requested removals  
Green= Retained with tree protection  
Orange= Replacement





801-803

Tree 802 and 803 develop under power lines.  
Future maintenance will be required to  
maintain clearance.

803 has a co-dominant stem.  
Removal is recommended.



808

The tree develops on top of the main water line /meter.  
The tree will compromise the system as it develops.  
Removal is recommended.



817

This was a second trunk to a multi stem tree. Stump grinding has damaged the root-crown and is now unstable. Recommend removal.



818

Beginning decay is present at the root collar.





819, 820



822  
A recent failure from a neighboring tree has caused irreparable damage to this tree. Removal is recommended.







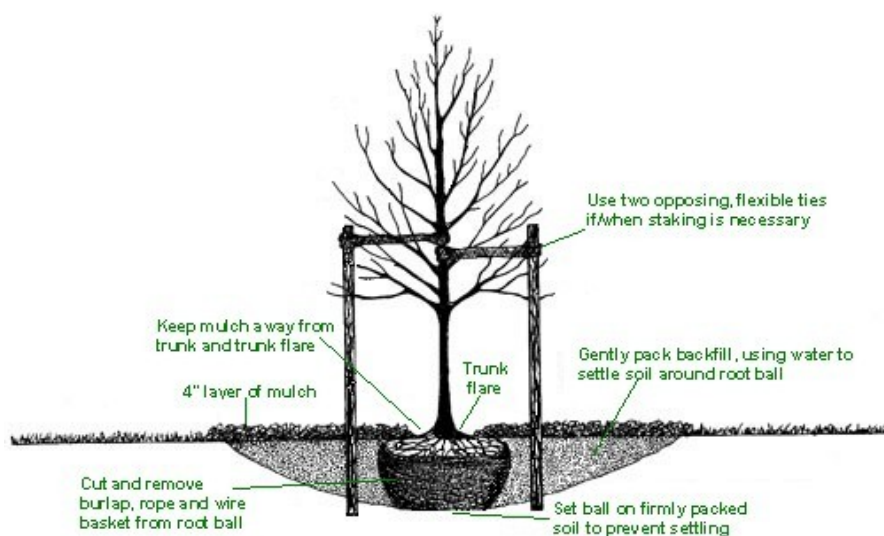
828  
Past root  
pruning.  
Continue  
to  
monitor.





## Planting Detail

If trees must be staked, place stakes as low as possible but no higher than  $\frac{2}{3}$  the height of the tree. Materials used to tie the tree to the stake should be flexible and allow for movement all the way down to the ground so that trunk taper develops correctly. Remove all staking material after roots have established. This can be as early as a few months, but should be no longer than one growing season. Materials used for permanent tree protection should never be attached to the tree.



## Watering Guidelines

Tree Age	Frequency	Quantity	Drip* & Sprinkler*** Run Time
<b>Three days after planted</b>	Fill the watering basin 3 times, using a total of 15-20 gallons	15-20 gallons	Hand watering best at this stage
<b>First three weeks after planting</b>	Fill the watering basin once a week	5-10 gallons	Drip & Bubbler run time: Depends on flow rate
<b>Two - Six months following planting</b>	Fill the watering basin every week or every other week	10-15 gallons	Drip & Bubbler run time: Depends on flow rate
<b>Remainder of first year</b>	Water every other week in absence of soaking rain	10-15 gallons	Drip & Bubbler run time: Depends on flow rate
<b>Year Two</b>	Every two to four weeks when rain is scarce	15-20 gallons	Drip & Bubbler run time: Depends on flow rate
<b>Year Three-Five</b>	Once a month	20-30 gallons	Drip & Bubbler run time: Depends on flow rate

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.

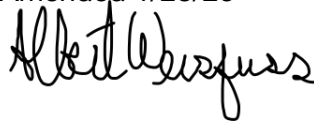


Albert Weisfuss

December 16, 2024

Date

Amended 1/23/25



Amended 6/10/25



## ***Arborists 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 10<sup>th</sup> 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.

This page intentionally left blank