Exhibit B

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Albert Weisfuss
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ISA Tree Risk Assessor Qualified
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montereybaytreeworks.com

6/9/24

ASSESSOR'S PARCEL #: 009-132-001–000
PROPERTY OWNER: Crane
PROJECT DESCRIPTION: 24820 TORRES ST CARMEL CA 93923-8201
Add to existing residence and ADU
TYPE OF CONSTRUCTION: TYPE V-B
Architect: William C. Mefford - License # C-228893
Po Box 1072 Pacific Grove, CA 93950

SUMMARY

Monterey Bay Treeworks was requested to complete a walkthrough and review of site plans provided by William Mefford that proposes development of the site. One site visit was completed that consisted of determining the location of the proposed project, documenting and recording trees that may be impacted by development.
Because the site is forested with protected trees that may or may not require removal, my services were requested to review the provided site plans and make available an objective assessment to monitor development of the property and minimize impacts during construction while securing the necessity of the flora and fauna habitat.

Two trees will be impacted by the proposed project or at a level of risk that require removal based on the current site plans and site visit. Both subject trees are mature senescing Pinus radiata that develop in a limited space for proper root development. Both subject trees have had past root pruning and the current proposed footprint will have a high impact to the remaining root system.

The proposed site is within the County of Monterey, located at 24820 Torres street.
This project falls under Monterey County Title 21 Ordinance
21.64.260 PRESERVATION OF OAK AND OTHER PROTECTED TREES guidelines,

The following was completed as requested.
- Site visit and field survey of two trees located within the boundary of the project.
- Inventory of both trees located within the boundary of the project that are protected or considered significant and 6” greater in diameter.
- Photo documentation, spreadsheets and preparation of site maps showing existing trees on proposed site map.
- Indication of trees for removal, if any, and mitigation purposes to allow for construction activities.
- Prepare a formal protected tree report as required for city submittal purposes.

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 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.

Introduction and Overview

I, Albert Weisfuss conducted an assessment of regulated trees and prepared the following arborist's report for Mr. William Mefford, while meeting the requirements of Monterey County Resource Management Agency, and for use in preparation of development. 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. Monterey County's primary management objective is to balance wildlife habitat protection and enhancement. A tree on streets and on other 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

The trunks of the trees are measured using an arborist's diameter tape at 48" above soil grade.
In cases where the main trunk divides below 48", the tree is measured at the point where the trunks divide. Where multiple trunks arise the trunks are measured and divided by the number of trunks to determine the trunk diameter.
The condition of each tree is assessed by visual observation only from a standing position without climbing or using aerial equipment. No invasive equipment is used. Consequently, it is possible that individual tree(s) may have internal (or underground) health problems or structural defects, which are not detectable by visual inspection.

- Inventory Methods

The site visit conducted, consisted of a general walkthrough with the architect and a review of site plans, tagging trees for inventory mapping. The usage of Lufkin diameter tape, iPhone camera for recording condition of subject trees was completed. Using the above criteria all trees requested within the scope of work were inventoried and numbered with aluminum tags. Information recorded for each of these trees included tree number, species, and DBH. Tree condition was rated good, fair, poor or dead with "poor" meaning that that tree was failing due to a variety of conditions.

Limitations

This report may only be used for the purpose of making decisions regarding development involving the subject tree(s).
The information provided in this report is based on the conditions identified at the time of inspection and site plans provided to MBT by Mr. Mefford. Tree conditions do change over time so reassessment is recommended annually and after development if tree retention is recommended.
Bird nesting is not visible on site within 300 feet.

• Assessment Methods

Subject tree(s) were assessed on 6/3/24. The data collection consisted of the following steps:

1. Identify the subject tree(s) as requested .
2. Tagging of subject tree(s) with an identifying number and recording findings of diameter and condition of subject tree(s).
3. Determine if the tree was within the footprint or impacted by development
4. iPhone documentation
5. Evaluating the health and structural condition using a scale of 0 – 5.

   5 A healthy, vigorous tree, reasonably free of signs and symptoms of disease, with good structure and form typical of the species.

   4 Tree with slight decline in vigor, small amount of twig dieback, minor structural defects that could be corrected.

   3 Tree with moderate vigor, moderate twig and small branch dieback, thinning of crown, poor leaf color, moderate structural defects that might be mitigated with regular care.

   2 Tree in decline, epicormic growth, extensive dieback of medium to large branches, significant structural defects that cannot be abated.

   1 Tree in severe decline, dieback of scaffold branches and/or trunk; most of foliage from epicormics; extensive structural defects that cannot be abated.

   0 Dead with no living foliage.

Suitability for Preservation

As a qualified professional, it is important that I consider the quality of the subject tree(s) resource and viability itself. The purpose of this report will look at the issues of the trees condition and the association with the interaction of the surrounding residential dwellings and usage of the property. This report will seek to provide an integrated approach to assess the level of risk posed by the tree and make recommendations for its future care to you, the tree owner and manager. The report is intended to notify you about any risk that might be associated with the subject tree(s).

Field reconnaissance and inventory efforts found 2 regulated trees measuring six inches in diameter and larger measured at breast height on the property near the proposed project. Composition of the two inventoried trees includes the following species and accompanying aggregate diameter inches:

At this time, two Pinus radiata (Monterey pine) trees have been identified

Both trees are recommended for removal due to the condition of the tree or nature of the proposed project noted at the time of field inventory efforts.

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.

Tree Species	ID #	Diameter In Inches	Comments	Condition 0=Dead 1-2=Poor 3-4=Fair 5=Excellent	Impacts	Suitable for Preservation
Pinus radiata	167	29	Senescing with decline in canopy, past root pruning	3	Yes	No
Pinus radiata	168	28	Senescing with decline in the canopy, restricted root plate	3	Yes	No

Table 1:1

TREE REMOVAL & TREE RETENTION PLANS

Removal is based on condition or impacts from development of trees at the time of this assessment.
Zero trees assessed in the excellent category.
Two tree assessed in the fair category
Zero tree assessed in there poor category
Zero trees assessed in the dead category
Two trees are requested for removal

Retention is based on condition of trees at the time of the assessment. Future maintenance of the trees is recommended.
Trees retained within the scope of work and will require tree protection prior to any work.

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.

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. It is recommended to replant with (4) Monterey pine seedlings on site near removals.

Summary and Conclusion
Both subject trees are mature with senescing canopies. Both trees develop within a restricted root zone that has not allowed for proper root expansion. Observations of both root plates has indications of pruning to the south side of larger supporting buttress roots. Structures are located on both the north and south sides along with a 4 ft. retaining wall to the west side all contributing to poor root development. Any additional root displacement from the proposed project will affect the stability and health by decreasing the stability and increasing the loss of life for both trees.
It is recommended to remove both subject trees based on condition and interaction of the proposed project.

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 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.

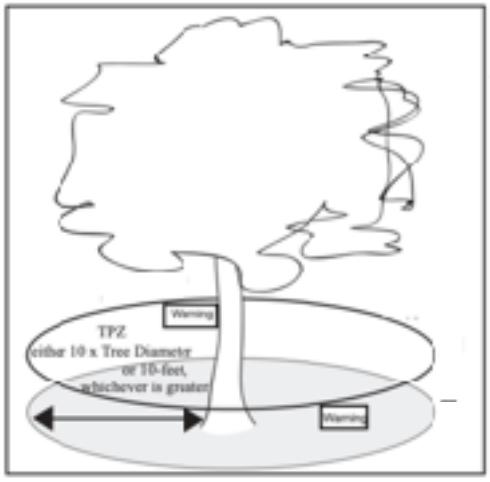
1. Root Severance. Roots that are encountered shall be cut to sound wood and repaired Roots 2- inches and greater must remain injury free.
2. **Excavation.** Any approved excavation, demolition or extraction of material shall be performed with equipment sitting outside the TPZ. Methods permitted are 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.

INSPECTION SCHEDULE

The project arborist or landscape architect retained by the applicant shall conduct 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.



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,

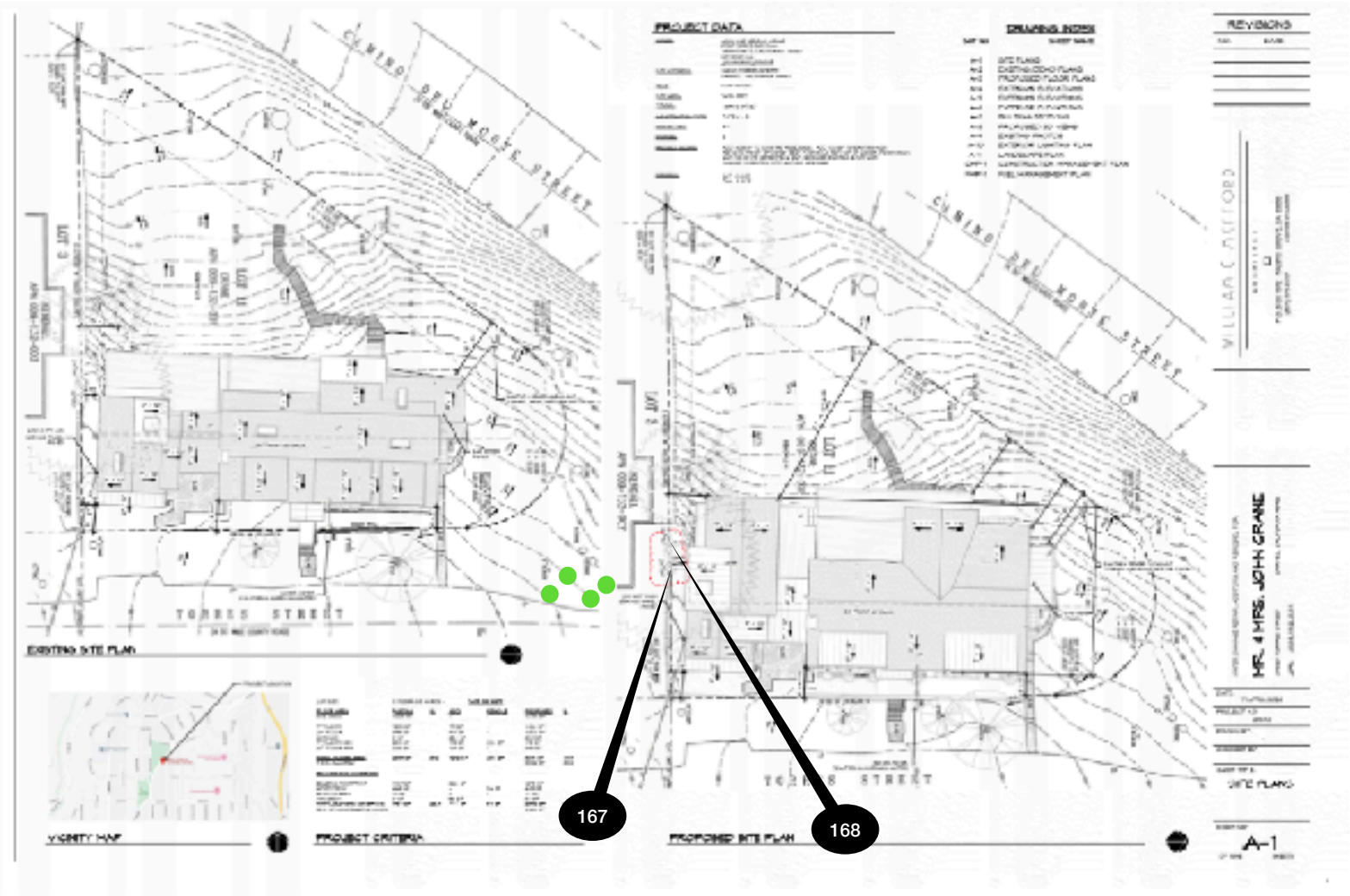
- Keep the foliage canopy and branching structure clear from contact by equipment, materials and activities.
- Preserve roots and soil conditions in an intact and non-compacted state.
- Identify the Tree Protection Zone (TPZ) in which no soil disturbance is permitted and activities are restricted, unless 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.

subject trees.

Restricted root space with pruned roots

Both subject trees are above canopy and exposed to onshore winds

Tree locations.



- **- Recommended replant locations**

Because the trees are considered landmark trees due to size, 4 replacement trees of the same species are required for replanting.

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.
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Albert Weisfuss

June 9, 2024

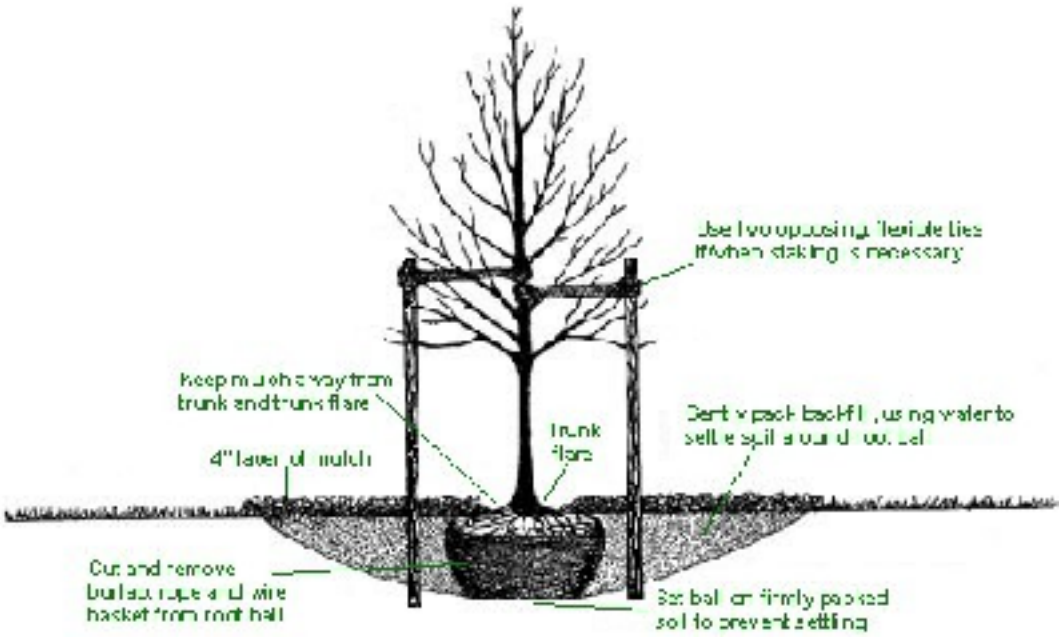
Albert Weisfuss

Date

Amended 5-25-25

Albert Weisfuss

Planting / Watering



If trees must be staked, place stakes as low as possible but no higher than 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.

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

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