

## Exhibit B

This page intentionally left blank.





Albert Weisfuss  
PO Box 223374  
Carmel, CA 93922  
831-869-2767  
albertweisfuss@gmail.com

MONTEREY BAY  
TREETWORKS

## ARBORIST REPORT

May 4, 2025

**Prepared for:** Hastings Construction Inc.

**Project:** New Construction

**Project Location:** 24744 Dolores Street, Carmel, CA 93923

**APN:** 009-111-015-000

**Proposed Use:** Single Family Residential

### I. Site Overview

The subject property is located at 24744 Dolores Street, Carmel, California 93923 (APN 009-111-015-000). The parcel is approximately 0.14 acres and is zoned Medium Density Residential, 2 units per acre with Design Control in the Coastal Zone [MDR/2-D(CZ)]. As the parcel lies within the Coastal Zone, it is subject to associated development and environmental review requirements.

The project proposes the construction of a new single-family residence with a two-car garage, driveway, deck, and associated utility improvements. Site landscaping will utilize natural and native materials, consistent with the surrounding coastal forest environment.

Topographically, the parcel exhibits a gentle westward slope. Vegetative cover is characterized by an upper canopy dominated by Monterey pine (*Pinus radiata*) and a lower canopy of Coast live oak (*Quercus agrifolia*). Young Monterey cypress (*Hesperocyparis macrocarpa*) are observed developing under utility lines along the eastern boundary and centrally within the lot. The ground layer primarily consists of low-growing native grasses typical of the region. All existing trees have been evaluated for overall health, structural condition, and proximity to proposed improvements to determine appropriate protection or removal measures consistent with local ordinances.

### II. Scope of the Assessment

A site visit was conducted on April 10, 2025. This visit included a comprehensive walkthrough to identify tree locations and to review the site plan. A Level 2 Tree Risk Assessment was performed in accordance with the International Society of Arboriculture's (ISA) Best Management Practices and the ANSI A300 (Part 9) Standard for Tree Risk Assessment. During this evaluation, all trees were tagged, mapped, and inventoried for the purposes of this report.

#### Levels of Assessment

- **Level 1:** Limited visual assessment from a single vantage point; typically used for initial screening.
- **Level 2:** Detailed, 360-degree visual inspection of crown, trunk, trunk flare, visible roots, and surrounding site conditions; follows ISA TRAQ methodology.
- **Level 3:** Advanced techniques supplement Level 2 with specialized tools (e.g., resistograph drilling, sonic tomography, aerial inspections, or below-grade root investigation).

### III. Tree Inventory and Summary

A total of twenty-seven (27) trees were identified and recorded on the subject property. Each tree was evaluated for species, diameter at standard height (DSH), health, structural integrity, and proximity to proposed development. This inventory provides the basis for recommended preservation or removal measures.

#### Identified Species and Counts:

- Seventeen (17) Monterey pine (*Pinus radiata*)
- Eight (8) Monterey cypress (*Hesperocyparis macrocarpa*)
- Two (2) Coast live oak (*Quercus agrifolia*)

#### Site Map and Photo Documentation

A labeled site map is included showing approximate tree locations. Representative photographs of significant and notable specimens are provided for reference. A fuel management map is also included as required by the Monterey County Resource Management Agency (RMA).

#### Tree Summary Table

A detailed table (attached) summarizes the species, DBH, condition ratings, and recommendations for each tree evaluated during the on-site assessment.

#### IV. Proposed Tree Removals and Replacement

In accordance with Monterey County Code (Title 21.64.260 - Preservation of Oak and Other Protected Trees), an Arborist Report and formal application are required for proposed tree removals. A total of ten (10) trees are requested for removal to accommodate new construction and site improvements:

- **Monterey pine:** 6 removals, including 2 Heritage Trees ( $\geq 24"$  DBH)
- Monterey cypress: 4 removals

#### Per County requirements:

- Non-heritage trees ( $< 24"$  DBH) must be replaced at a 1:1 ratio.
- Heritage trees ( $\geq 24"$  DBH) must be replaced at a 2:1 ratio.

#### Proposed Replacement Plan:

- 8 Monterey pine (5-gallon size)
- 4 Monterey cypress (5-gallon size)

All replacement trees will be sourced from local native stock where feasible to maintain ecological continuity and to promote long-term site stability.

#### V. Bird Nesting and Seasonal Constraints

No visible bird nesting activity was observed within 300 feet of the project site at the time of inspection. However, the nesting season (February 22 through August 1) requires that tree removal during this period include active monitoring by a qualified biologist or ISA Certified Arborist to ensure compliance with applicable wildlife protection measures.

## Tree Summary Table

Tree ID	Species	DBH (in)	Condition	Structure	Location Notes	Recommendation
216	Monterey pine	38	Fair	Fair	Impacts from construction/driveway	Remove
217	Monterey cypress	15	Fair	Poor	Under utility lines	Retain/Monitor
218	Monterey pine	25	Fair	Poor	Under utility lines	Retain/Monitor
219	Monterey pine	14	Poor	Poor	Under utility lines	Retain/Monitor
220	Monterey cypress	10	Poor	Poor	Under utility lines	Retain/Monitor
221	Monterey pine	22	Poor	Poor	Under utility lines	Retain/Monitor
222	Monterey cypress	22	Poor	Poor	Poor form	Retain/Monitor
223	Monterey pine	25	Poor	Poor	Poor form, leans east	Retain/Monitor
224	Monterey cypress	8	Poor	Poor	Within footprint	Remove
225	Monterey cypress	8	Poor	Poor	South boundary line	Retain/Monitor
226	Monterey pine	12	Poor	Poor	Within footprint	Remove
227	Monterey pine	28*	Fair	Fair	Within footprint	Remove
228	Monterey cypress	15	Fair	Fair	Within footprint	Remove
229	Monterey cypress	8	Fair	Fair	Within footprint	Remove
230	Monterey cypress	15	Poor	Poor	Within footprint	Remove
231	Monterey pine	31*	Fair	Fair	Within footprint, leans southeast	Remove
232	Monterey pine	15	Fair	Fair	South boundary line	Retain/Monitor
233	Monterey pine	22	Poor	Poor	Unbalanced canopy	Retain/Monitor
234	Monterey pine	21	Fair	Fair	Within footprint	Remove
235	Monterey pine	15	Poor	Poor	West, suppressed	Retain/Monitor
235	Monterey pine	33	Fair	Fair	West	Retain/Monitor
236	Monterey pine	33	Fair	Fair	Unbalanced canopy	Retain/Monitor
237	Coast live oak	12	Good	Good	Northwest	Retain/Monitor
238	Monterey pine	30	Poor	Poor	Northwest, recently failed top	Retain/Monitor
239	Coast live oak	8	Good	Good	Northwest	Retain/Monitor
240	Monterey pine	10	Good	Good	Northwest	Retain/Monitor
242	Monterey pine	14	Fair	Fair	Northeast front, lean, development impacts	Remove

\* Indicates 2:1 replacement for heritage trees ≥ 24' DBH

## VI. Tree Protection Measures

The findings of this inventory form the basis for the tree protection measures and recommendations outlined in this section. To preserve the health and structural integrity of trees designated for retention, the following measures shall be implemented prior to and maintained throughout all construction activities. These measures are consistent with the International Society of Arboriculture (ISA) Best Management Practices (BMPs), ANSI A300 Standards, and applicable local ordinance requirements for tree protection within the Coastal Zone of Monterey County.

### 1. Tree Protection Zones (TPZs)

A Tree Protection Zone (TPZ) shall be established around each tree designated for retention. The TPZ is defined as a minimum radius of 1 foot per inch of DBH or as otherwise specified by the project arborist based on species sensitivity and site-specific constraints.

- Monterey pines and Monterey cypress: Minimum TPZ of 1 foot per inch of DBH.
- Coast live oaks: Minimum TPZ may be extended to 1.25 feet per inch of DBH due to the species' higher sensitivity to root disturbance.

The TPZ shall be clearly demarcated with high-visibility fencing (e.g., orange snow fencing or chain-link panels).

### 2. Prohibited Activities Within TPZs

No construction-related activities shall occur within the TPZ unless specifically approved by the project arborist.

Prohibited activities include, but are not limited to:

- Grading, trenching, excavation, or soil compaction.
- Storage of equipment, materials, debris, chemicals, or washout.
- Vehicle or equipment access.
- Installation of new utilities.

If activities must encroach within a TPZ due to site constraints, appropriate mitigation measures such as root pruning, protective matting (e.g., plywood, mulch layers), or directional boring shall be implemented under the direct supervision of the project arborist.

### 3. Soil Protection

Where temporary access or material staging within the root zone is unavoidable, approved soil protection measures shall be installed. These may include:

- Mulch blankets consisting of 4–6 inches of coarse arborist wood chips, or
- A combination of geotextile fabric with base rock and plywood for temporary vehicle or equipment access.

### 4. Pruning

Pre-construction pruning shall be limited to necessary crown cleaning or clearance pruning for structures and utility lines, in accordance with ANSI A300 (Part 1) standards:

- No more than **25% of the live crown** shall be removed within a single growing season.
- All pruning shall be performed by an ISA Certified Arborist or Qualified Tree Worker under the supervision of the project arborist.
- Pruning cuts shall be clean, and appropriate wound treatment shall be applied if warranted by site conditions.

### 5. Monitoring and Reporting

The project arborist shall conduct site inspections at the following intervals to ensure compliance with approved tree protection measures:

- **Pre-construction:** Prior to any ground disturbance to verify proper installation of TPZ fencing and initial site conditions.
- **During construction:** At regular intervals and during critical construction phases (e.g., excavation near retained trees).
- **Post-construction:** Upon completion of construction to evaluate the condition of retained trees.

## VII. Conclusion and Recommendations

Based on the site assessment conducted on April 10, 2025, a total of twenty-seven (27) trees were evaluated for overall condition, structural integrity, and proximity to proposed site improvements at 24744 Dolores Street, Carmel, CA. Of these, eleven (11) trees are recommended for removal due to their location within the development footprint, structural instability, or direct conflicts with proposed utilities and site improvements. The remaining sixteen (16) trees are recommended for retention and ongoing monitoring, with appropriate protection measures to be implemented in accordance with ISA Best Management Practices (BMPs) and ANSI A300 Standards.

Key recommendations include:

- **Tree Removals:** Remove trees that pose direct conflicts with new structures, utility alignments, or exhibit significant health or structural deficiencies that compromise site safety or development feasibility.
- **Tree Retention:** Retain viable trees in fair to good condition, with special emphasis on preserving mature Coast live oaks and healthy Monterey pines located outside primary construction impact zones.
- **Monitoring of Poor-Rated Trees:** Trees rated in poor condition but retained should be re-evaluated within one (1) year to assess changes in condition and potential need for future removal or mitigation.
- **Pre-Construction Pruning:** Perform targeted pre-construction pruning for safety clearance and structural integrity. All pruning shall comply with ANSI A300 (Part 1) standards and be conducted by an ISA Certified Arborist or qualified tree worker under arborist supervision.
- **Tree Protection Measures:** Implement strict adherence to the Tree Protection Measures outlined in Section VI, including the establishment of Tree Protection Zones (TPZs), protective fencing, soil protection, and root zone preservation measures to minimize impacts to retained trees during all phases of construction.
- **Arborist Oversight:** Retain arborist oversight during grading, trenching, utility installation, or other activities that occur within or adjacent to TPZs to ensure compliance with the approved protection plan and to facilitate adaptive management responses as necessary.

Implementation of this integrated tree management strategy will support the long-term preservation of the native coastal forest canopy while allowing for the successful development of the site in accordance with Monterey County Coastal Zone environmental regulations.

## VIII. Fuel Management

In accordance with local fire safety ordinances and CAL FIRE guidelines for development within the Coastal Zone and Wildland-Urban Interface (WUI), a site-specific Fuel Management Plan is recommended to reduce wildfire risk while preserving ecological integrity.

### 1. Defensible Space Zones

Fuel management will follow a two-zone approach within 100 feet of all structures, as per California Public Resources Code (PRC) §4291:

- **Zone 1 (0–30 feet from structures):**
  - Remove dead vegetation, fallen limbs, and dry leaf litter.
  - Trim tree limbs at least 6–10 feet above the ground.
  - Maintain vertical and horizontal separation between vegetation layers.
  - Limit flammable plant species and incorporate fire-resistant, drought-tolerant native plants.
- **Zone 2 (30–100 feet from structures):**
  - Reduce fuel loads by thinning native shrubs and understory vegetation while retaining mature trees.
  - Space trees and large shrubs to reduce crown continuity and ladder fuels.
  - Remove or prune vegetation that could transmit fire to structures or tree canopies.

### 2. Tree-Specific Measures

- Retained trees will be limbed up to one-third of total height, not exceeding 10 feet, to prevent ladder fuels.
- Monterey pine and cypress litter (e.g., cones, duff) shall be regularly cleared from Zone 1 areas.

- Selective removal of suppressed or poorly structured saplings (especially under utility lines) will reduce density and fire spread potential without compromising native regeneration.

### 3. Fuel Break Integration

- The site landscaping plan will incorporate natural fuel breaks using walkways, driveways, and decomposed granite or gravel areas.
- Wood mulch will be limited to non-combustible applications beyond 5 feet of structures or used in combination with hardscaping.

### 4. Ongoing Maintenance

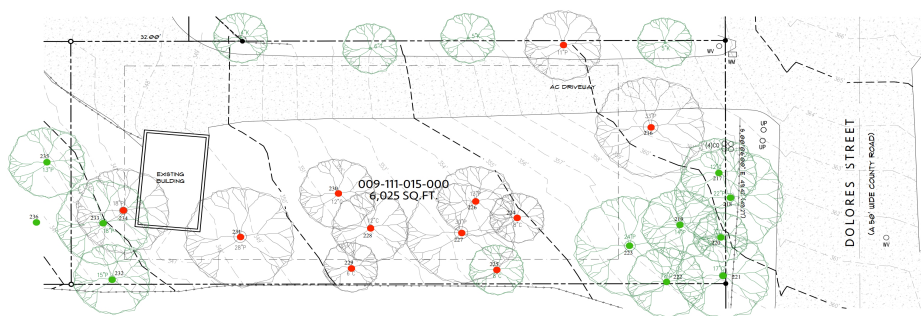
- Property owners or managers shall maintain compliance annually by conducting seasonal inspections and clearing operations in late spring or early summer.

Site map with inventoried trees.

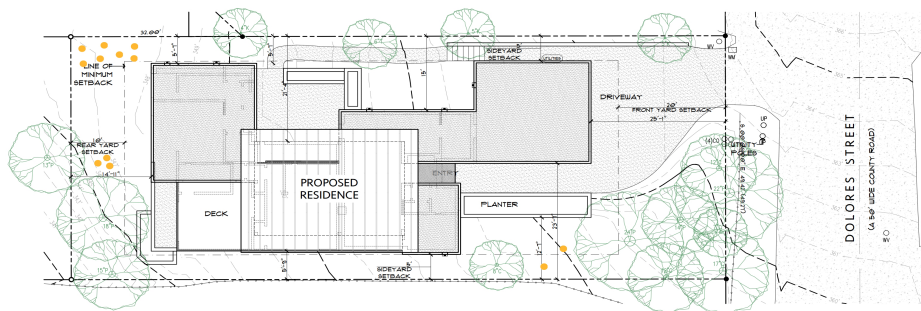
● - Requested removals

● - Retained trees

● - Replants (suggested)



EXISTING SITE PLAN



PROPOSED SITE PLAN

Revisions	Date

HASTINGS CONSTRUCTION, INC.  
 17000 CANTERBURY WAY, SUITE 200, HUNTINGTON, CA 94631  
 (925) 285-0000 | INFO@HASTINGS-CONSTRUCTION.COM  
 JESSE HASTINGS, P.E. | *Bradley Grace*

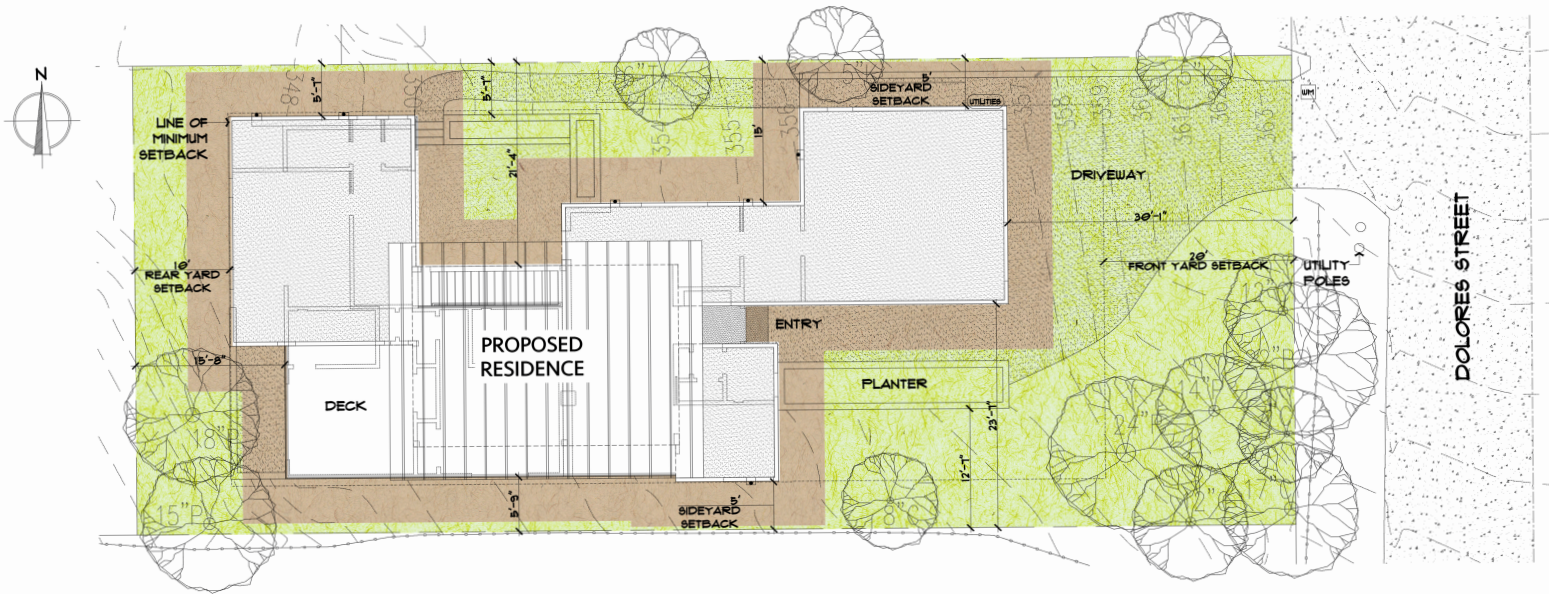


Project: GLENVIEW RESIDENCE  
 29744 DOLORES STREET, CARMEL-BY-THE-SEA, CALIFORNIA 93923  
 APN: 009-111-005-000

Project: GLENVIEW RESIDENCE  
 Date: 6-14-2025  
 Drawn By: KUREHA  
 Scale: 1/4" = 1'-0"

A1

# Fuel Management Plan



- Non-Combustible Zone
- Landscape Zone
- Management Zone (beyond the scope of this property)

## Loewy Project - 24735 Pescadero St Fuel Management

### 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 24735 Pescadero St. 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 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.

**Certifying Statement**

I, Albert Weisfuss, DBA Monterey Bay Treeworks, certify that:

- I have personally overseen the inspection of these trees 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

Amended 7/7/25

Date



## Not all trees have been photographed



Pine 216 is within the new proposed driveway.



Trees 217 through 221 are located beneath utility lines. Due to their positioning, the utility company performs ongoing canopy reductions to maintain clearance. It is recommended that these trees be re-assessed to determine if a more suitable species—better adapted to grow under utility lines—should be planted in their place.

### Recommendation:

Re-assess the suitability of retaining these trees. Consider phased removal and replacement with utility-compatible species that naturally maintain a smaller mature height, reducing the need for frequent pruning.



Tree 237 - Coast live oak.

### Suggested replacement species:

In addition to commonly recommended low-canopy options such as *Cercis canadensis* (Eastern Redbud), *Amelanchier alnifolia* (Serviceberry), and *Malus* spp. (Ornamental Crabapple), Coast Live Oak (*Quercus agrifolia*), which naturally occurs on the property, can also be considered. When properly maintained and managed, Coast Live Oak can develop into a low-canopy form compatible with utility clearance requirements.



Tree 238 – Monterey Pine (*Pinus radiata*)

Tree 238 is located outside the building envelope. It is a mature specimen currently exhibiting signs of senescence. The tree recently experienced a structural failure involving a large lateral limb, resulting in a significantly uneven canopy and further compromising its form and structural stability.

Additionally, it is noted that a whole-tree failure involving another Monterey Pine occurred nearby during the past winter storm events. Given the species' known decline in urban and coastal environments at maturity, and the recent history of failure, the structural condition and long-term viability of Tree 238 should be carefully evaluated.

### Recommendation:

Due to its declining condition, recent limb failure, and potential risk to nearby structures or use areas, removal or risk mitigation pruning should be considered. Ongoing monitoring is advised if the tree is to be retained in the short term.





#### Natural Regeneration – Monterey Pine (*Pinus radiata*)

Several young Monterey Pine seedlings were observed onsite, indicating active natural regeneration within the existing stand. These individuals may represent valuable local genetics, particularly well-adapted to the site-specific conditions. Preservation and support of this regeneration is recommended as part of the long-term stewardship of the native Monterey Pine population on the property.

#### Recommendation:

Protect existing seedlings where feasible from mechanical damage, competition from invasive species, and soil compaction. These naturally regenerating trees may serve as a resilient and site-adapted foundation for the future stand structure.

### Long-Term Management and Reforestation Plan

#### Monterey Pine Stand Regeneration

The property supports a remnant stand of native Monterey Pine (*Pinus radiata*), a species of ecological and local significance. Recent observations confirm the presence of young Monterey Pine seedlings, which are likely to represent valuable local genotypes. This regeneration is a promising sign of natural stand recovery and resilience.

To ensure the successful establishment of these seedlings and promote long-term forest health, the following actions are recommended:

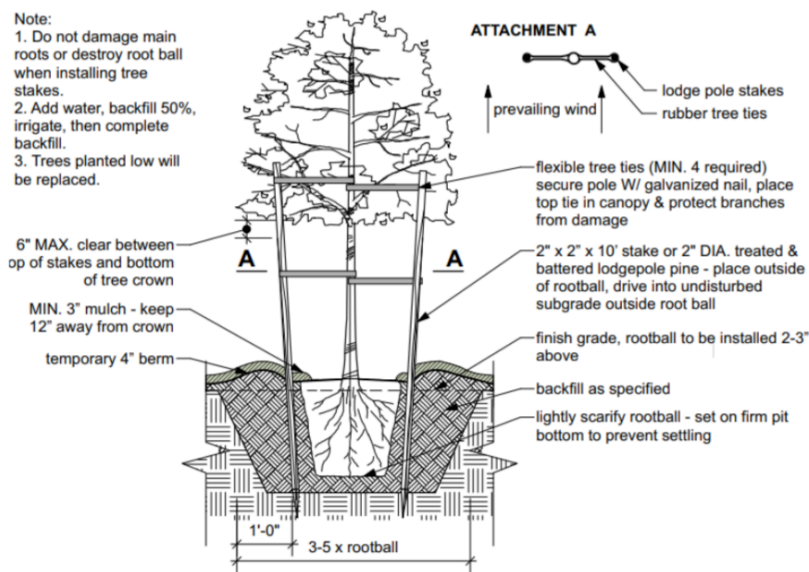
- **Protection of Seedlings:** Avoid disturbance in areas where natural regeneration is occurring. Limit access, manage competing vegetation, and prevent soil compaction from foot traffic or equipment.
- **Monitoring:** Regularly assess seedling survival, growth, and health to track natural regeneration success and identify potential threats (e.g., pests, drought, competition).
- **Supplemental Planting (if needed):** In areas with sparse regeneration, consider planting Monterey Pines propagated from local seed sources to preserve genetic integrity.
- **Phased Removal of Senescing Trees:** Mature pines such as Tree 238, which are in decline or structurally compromised, may be candidates for phased removal to reduce risk and open canopy space for younger trees.
- **Fuel Management:** Incorporate defensible space and wildfire mitigation strategies while maintaining habitat value and forest continuity.

This approach supports the long-term conservation of the native Monterey Pine ecosystem on the property and promotes a self-sustaining, site-adapted forest structure.

## ***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.

New tree planting and water recommendations



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 & Bubblers 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 & Bubblers run time: Depends on flow rate
Remainder of first year	Water every other week in absence of soaking rain	10-15 gallons	Drip & Bubblers run time: Depends on flow rate
Year Two	Every two to four weeks when rain is scarce	15-20 gallons	Drip & Bubblers run time: Depends on flow rate
Year Three-Five	Once a month	20-30 gallons	Drip & Bubblers run time: Depends on flow rate