Exhibit B

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MONTEREY BAY
TREEWORKS

Tree Assessment Summary
Date: June 2, 2025
Assessor's Parcel Number (APN): 009-111-012-000
Project Type: Type V-B New Residence
Project Location: 24734 Dolores St, Carmel, CA 93923-9332
Applicant Mailing Address: 7560 Hillside Dr, La Jolla, CA 92037-3940

Summary of Findings
Monterey Bay Treeworks conducted a comprehensive site assessment to evaluate tree resources and ensure compliance with Monterey County Resource Management Agency (MCRMA) guidelines. The assessment included protected tree documentation, impact evaluation, and recommendations aligned with the proposed development plans.

Key Findings
1. Site Visit and Tree Survey
- Date of Assessment: May 3, 2025
- Total protected trees identified: 15
- Trees requiring removal based on current site plan: 11
- Protected trees remaining undisturbed: 4

2. Bird Nesting Observations
- No active bird nests were observed within 300 feet of the project area.
- Nesting season: February 22 – August 1
- Recommendation: Biological monitoring required if tree work is conducted during this period.

Completed Tasks
- Site Survey and Inventory: Documented all protected/significant trees ≥6” DBH.
- Tree Impact Analysis: Evaluated potential impacts of the proposed site plan.
- Documentation and Mapping: Prepared GIS-based maps and inventory spreadsheets.

Formal Reports Prepared
- Protected Tree Report for MCRMA submittal
- Fuel Management Plan (County wildfire risk compliance)
- Replanting Plan (Mitigation and ecological restoration)

Findings and Impact Assessment
Protected Trees Impacted
- Impacted/Removed: 11 protected trees
- Preserved**:** 4 protected trees outside the development area

Recommendations

Mitigation and Restoration Plan

- Replanting Requirements:
  - Six (6) landmark *Pinus radiata* (≥24" DBH) → 2:1 ratio = 12 trees
  - Five (5) protected trees (4 Pinus radiata, 1 Quercus agrifolia) → 1:1 ratio = 5 trees
  - Total Replacement:
    - 16 Pinus radiata
    - 1 Quercus agrifolia
- Minimum Planting Size: 5-gallon container
- Location: On-site, designated replanting areas per MCRMA standards

Site Suitability

- Natural regeneration of native grasses observed
- Favorable soil and site conditions for establishment of native species

Restoration Recommendations

- Prioritize native species for biodiversity and ecological value
- Design planting to emulate natural woodland patterns
- Include 1-year monitoring plan:
  - Irrigation, protection from browsing, replacement of failed plantings
- Conduct inspections during construction to ensure TPZ and FMP compliance

Methods / Limitations

Tree Measurement

- DBH: Measured at 48" above grade or at point of division for multi-trunk trees
- Multi-stemmed Trees: Average of stem diameters

Tree Health Rating (0–5 Scale)

- 5: Healthy, vigorous
- 3–4: Moderate decline, structurally manageable
- 0–2: Severe decline, poor structure, or dead

Visual-Only Assessment

- Ground-based observation only
- No aerial or internal inspection
- Limitations exist regarding detection of hidden decay, root issues, or pest damage

Mapping and Accuracy

- Based on site plans and field verification
- Mapping is approximate; construction should consider potential field adjustments

Purpose of the Report

This report supports decision-making in compliance with MCRMA development and tree protection regulations. It is not intended as a general maintenance plan.

Tree Protection Reminder:

If tree preservation is part of the development, protective measures (Tree Protection Zones, ongoing inspections, etc.) are required during construction.

Table 1:1

Tree Species	ID #	Diameter in Inches	Tree Health Rating	Comments	Removal Required
Pinus radiata	201	24	3	201 & 202 are cabled together . Continue to monitor and replace cable as needed	No
Pinus radiata	202	22	3		No
Pinus radiata	203	24	3		Yes
Pinus radiata	204	28	3		Yes
Pinus radiata	205	28	3		Yes
Pinus radiata	206	21	0	Dead	Yes
Quercus agrifolia	207	12	3		Yes
Pinus radiata	208	20	3		Yes
Pinus radiata	209	26	2	Poor. Lean with crook	Yes
Pinus radiata	210	14	3		Yes
Pinus radiata	211	31	3		Yes
Pinus radiata	212	27	3		Yes
Pinus radiata	213	19	3		Yes
Pinus radiata	214	19	3		No
Pinus radiata	215	28	3		No

TREE REMOVAL & TREE RETENTION PLANS

Tree Assessment Summary

Tree removal and retention recommendations are based on observed condition and proximity to the proposed development at the time of assessment.

- 0 trees assessed in the *Healthy* category
- 13 trees assessed in the *Moderate* category
- 1 tree assessed in the *Severe* category
- 1 tree assessed in the *Dead* category
- 11 trees currently proposed for removal
- 4 protected trees are designated for retention with appropriate tree protection measures

Tree Retention Plan

Retention decisions are based on tree health, structure, and location in relation to the development footprint.

- Tree Protection Required:
  All retained trees within the construction zone must be protected with Tree Protection Zones (TPZs) installed prior to site disturbance.
- Pruning Recommendations:
  Retained trees should be pruned for safety and building clearance following ISA Best Management Practices (BMPs).
  This may include:
  - Crown cleaning to remove deadwood or weak branches
  - Canopy raising to meet clearance requirements
  - Selective crown reduction, if necessary, to maintain appropriate structure and clearance

As the project progresses, additional pruning may be required to ensure safe separation between structures and tree canopies. Final pruning and health inspections are recommended after construction concludes, followed by ongoing care to promote long-term tree vitality.

All pruning shall be conducted by an ISA Certified Arborist or trained professional in accordance with ISA standards.

Tree Replacement Standards – Monterey County

Although no trees are scheduled for removal at this time, any future removals must comply with Monterey County tree replacement guidelines:

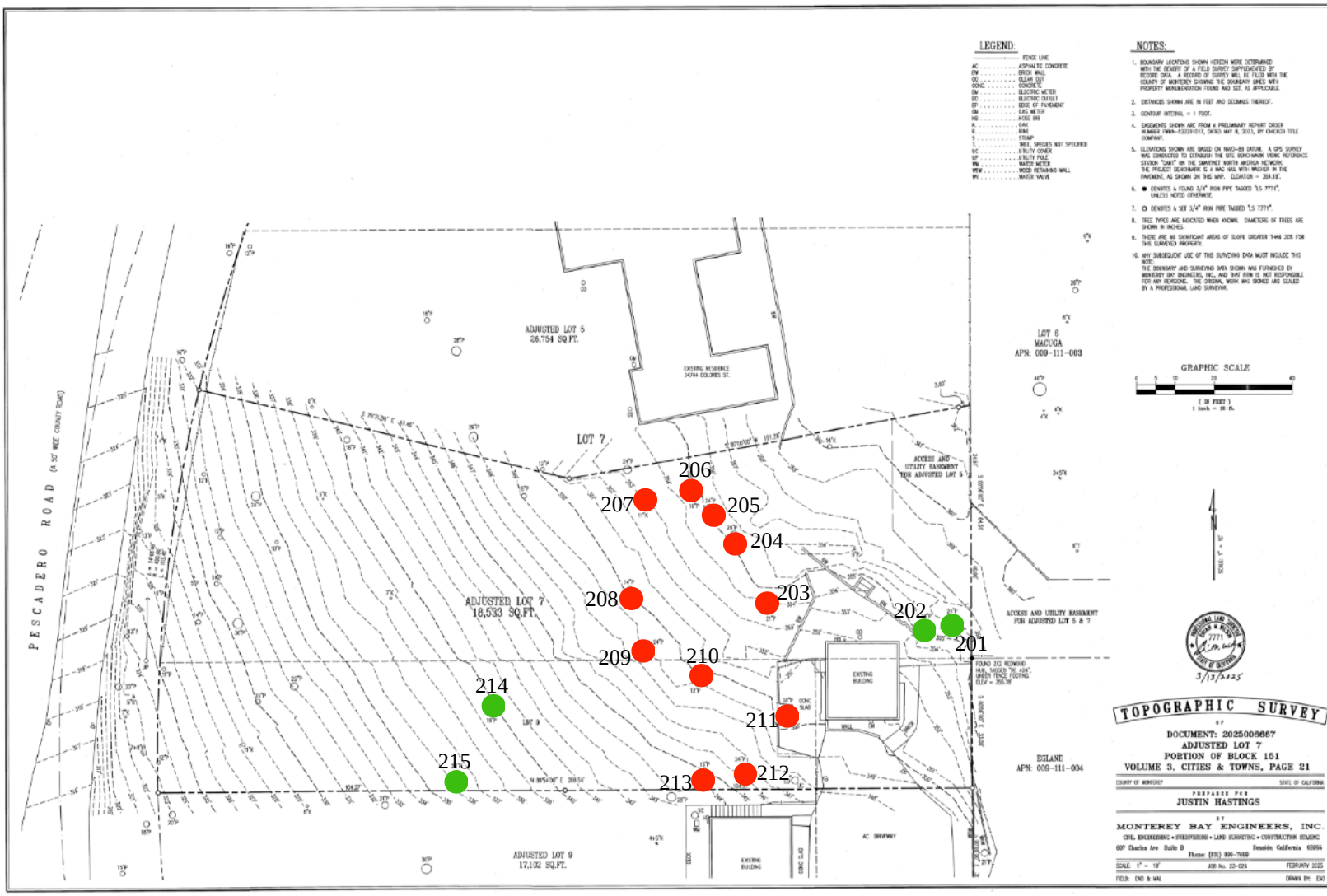
- Trees under 24 inches DBH require 1:1 replacement
- Trees 24 inches DBH or greater require 2:1 replacement

Replanting Requirements:

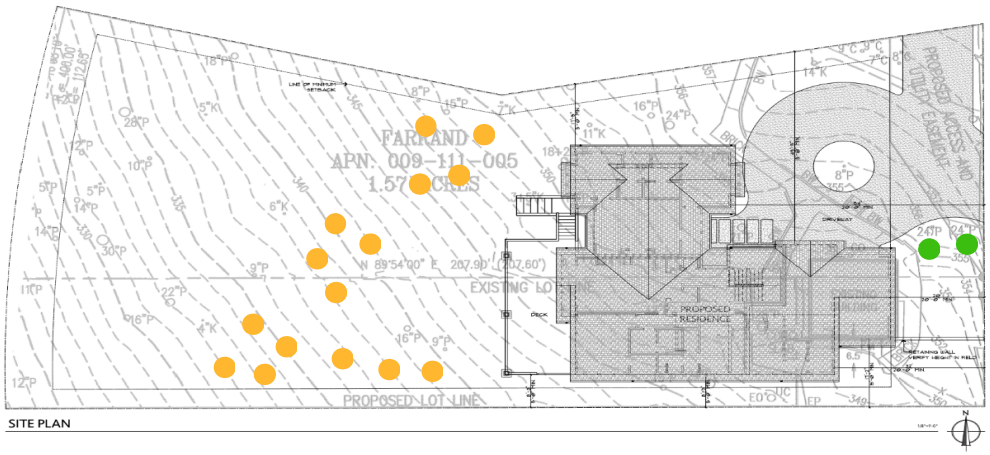
- All replacement trees must be planted on-site
- Minimum spacing of 15 feet between trees to allow for canopy and root system development
- Trees to be planted from 5-gallon containers or larger, as required
- Initial establishment care includes:
  - Deep watering 1–2 times weekly during the first two years
  - Supplemental irrigation during dry or drought conditions
  - Monitoring and replacement of any failed plantings

These practices support the County's goals of environmental stewardship, native habitat restoration, and long-term tree canopy sustainability.

Tree Inventory Map



Proposed replant locations



HASTINGS CONSTRUCTION, INC.
Bradley Green
PROPOSED SITE PLAN
SWEENEY RESIDENCE
24744 DOLORES STREET (PROPOSED LOT 2), CARMEL-BY-THE-SEA, CALIFORNIA 93923
APN: 009-111-005-000
A1

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

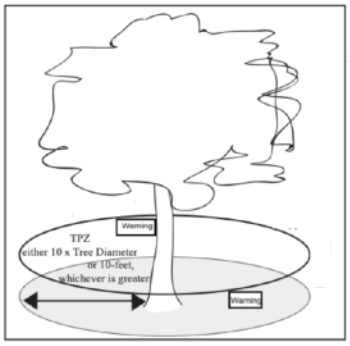
Notification. Contractor shall notify the project arborist a minimum of 24 hours in advance of the activity in the TPZ.

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)

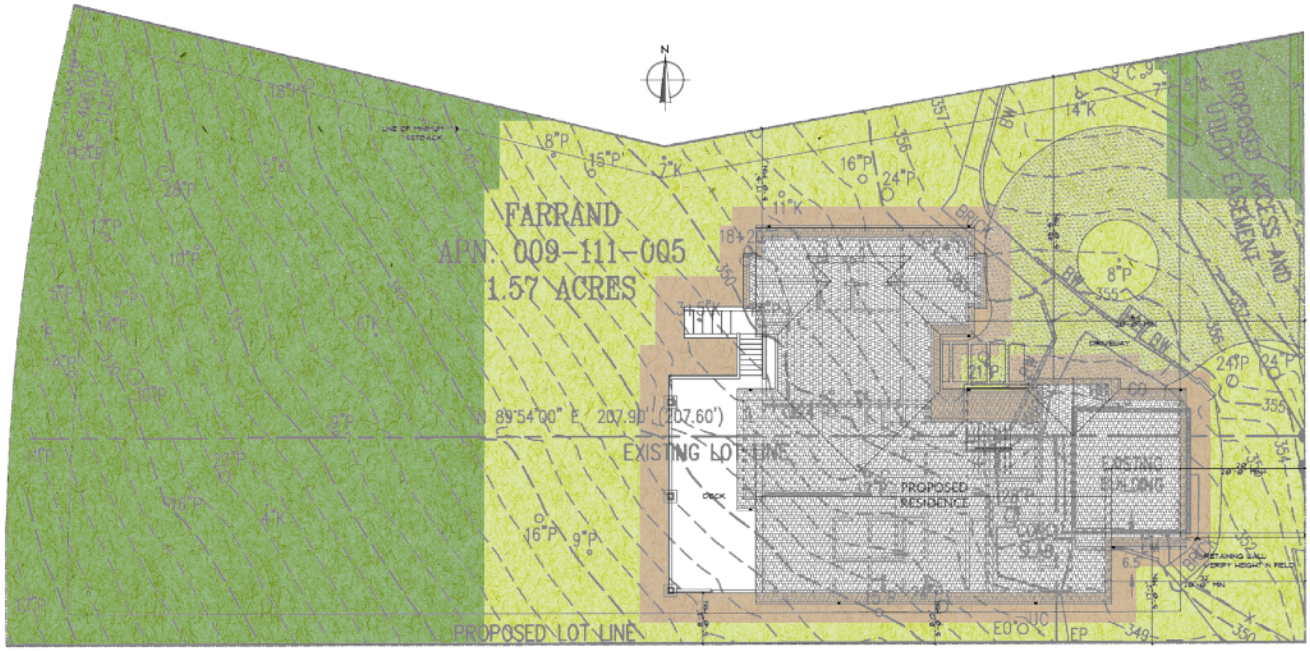
Landscape Zones incorporate multiple planting types. All zones are proposed with fire-appropriate plant materials and adequate spacing posing less hazard for ignition. Increase space between trees, remove lower branches and create areas of irrigated landscape islands.

- 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.



Non-Combustible Zone

Landscape Zone

Management Zone

Sweeney Project - 24744 Dolores St - Lot 2
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 24744 Dolores St - Lot 2. 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 necessaryshall 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.

Ecological Replanting Strategy

To support local biodiversity and promote long-term ecological function, the replanting strategy will incorporate a mix of Coast live oak (*Quercus agrifolia*) and Monterey pine (*Pinus radiata*). Both species are native to the Central Coast and are well-adapted to the site's soil and climate conditions. They provide essential ecological benefits—Coast live oaks support pollinators, birds, and mammals through acorn production and canopy habitat, while Monterey pines offer structural nesting sites and cover for species such as black-tailed deer, woodpeckers, and native raptors.

This species mix will enhance site biodiversity, contribute to soil stabilization, and promote natural regeneration of understory vegetation, thereby strengthening the ecological resilience of the landscape over time.

All plantings will comply with Monterey County Resource Management Agency (MCRMA) replanting guidelines, including appropriate tree spacing (minimum 15 feet), container size (minimum 5-gallon), and ongoing care practices to ensure survival.

Timing
Replanting shall occur after all construction activities are complete, during the designated landscaping phase, to prevent disturbance to young trees and root systems.

Monitoring and Maintenance

- All trees shall be monitored for a minimum of one year to confirm successful establishment.
- A Certified Arborist shall:
    - Document the replanting process
    - Conduct an initial inspection post-installation
    - Complete a final one-year assessment to verify survival and recommend any necessary corrective measures

Maintenance shall include:

- Deep watering 1–2 times per week during the establishment period
- Supplemental irrigation during dry months
- Protection from herbivory and replacement of any failed trees to meet survival benchmarks

Cable system between trees 201 and 202

Existing Cable System Monitoring

A site inspection was conducted to evaluate the condition and functionality of the existing static cabling system installed in [Monterey pines 201-202]. The cable system appears to be [unknown installation date], and consists of a galvanized/static cable intended to provide mechanical support to co-dominant stems or overextended limbs.
Key observations include:
•Cable tension: [over-taught], indicating potential loss of effectiveness due to tree movement
•Hardware condition: Presence of corrosion, rust, or hardware degradation
•Attachment points: Improper for size of wood/diameter
•Tree response: callus formation at the union or near cable entry points
Older steel static systems can lose tension, become embedded, or fail to adapt to dynamic tree movement, increasing the risk of mechanical failure over time.

Cobra® Dynamic Cable System Recommendation
To improve the structural support of the tree while preserving its natural movement and biological function, a Cobra® dynamic cabling system is recommended.
Advantages of the Cobra® System include:

- Non-invasive installation – No drilling into the tree, which reduces the risk of decay
- Dynamic flexibility – Allows for natural swaying and branch movement, promoting stronger reaction wood development
- UV-resistant materials – Long lifespan (up to 12 years depending on load class)
- Shock-absorbing elements – Designed to dampen peak loads during wind or storms
- Visual inspection capability – Easily visible and adjustable for future reassessment

Installation Notes:

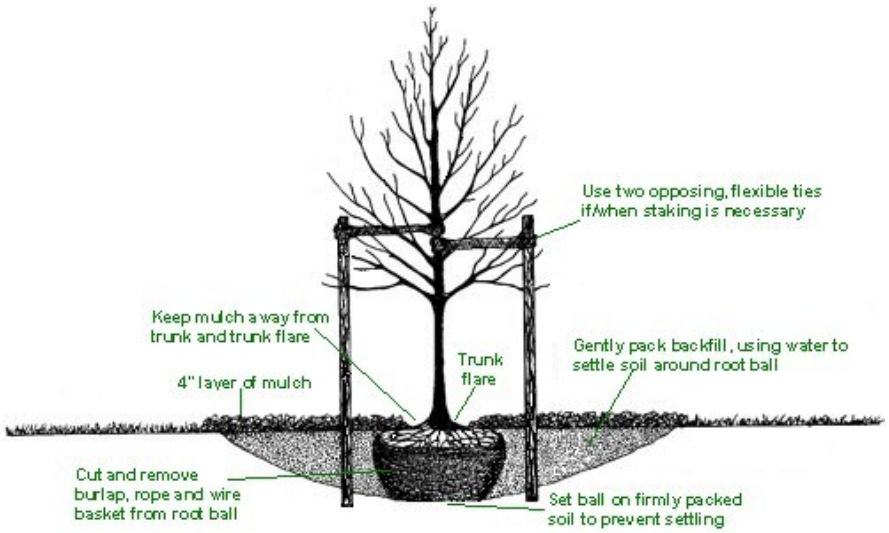
- Cobra® system will be sized based on the diameter and weight of supported limbs
- System includes a shock absorber and anti-abrasion sleeve to prevent bark damage
- Recommended installation height: Two-thirds of the distance from branch union to branch tips
- Periodic monitoring should occur every 3–5 years or after major wind events

Monitoring and Maintenance Recommendations

- Perform regular visual inspections annually for cable tension, wear, and tree growth around the system
- Photographic documentation at the time of installation and subsequent inspections
- Replace the Cobra® system after its rated life expectancy or sooner if signs of wear, stress, or structural change are observed

Planting Detail

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.



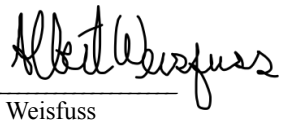
Watering Guidelines

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

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

June 2, 2025

Date

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.

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