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# **Arborist's Report on Trees of Concern**

**Site: Lake Bernadette Subdivision  
5425 Links Ln.  
Zephyrhills, FL 33514**

**Area "D"**

**For: Lake Bernadette HOA  
C/o Green Acre Property Management  
4131 Gunn Hwy  
Tampa, FL 33618  
Attn: Denise Schek 813-263-5771  
dschek@greenacre.com**

**By: Richard Bailey  
ISA Board-Certified Master Arborist  
Certification No.: SO-0369B  
ISA Tree Risk Assessment Qualified (TRAQ)**

**July 25, 2018**

# **Arborist's Report**

## **Introduction:**

Trees of concern located in conservation area D which is commonly owned at the Lake Bernadette Subdivision were inspected and assessed by Richard Bailey on July 24, 2018 at the request of Denise Schek.

The purpose of the inspection was to evaluate the condition of the trees and identify Trees of Concern (ToC). The trees are primarily pines that have the potential of falling out of the common areas and could damage the private residences or injure occupants.

The trees were assessed for species, diameter size, relative vitality and structure. All trees received a *Level I: Limited Visual Assessment* as defined by the *Best Management Practices for Tree Risk Assessment* by the International Society of Arboriculture. Only those with defects that could cause failure or interfere with maintenance of the property are considered ToC. The Risk Assessment is limited to normal weather conditions. Tree failure in wind speeds above summer thunderstorms is unpredictable.

The assessment was limited to the trees in area "D" and no other trees on or adjacent to the properties were inspected, examined, or assessed in any way. The ToC were not subjected to any Tree Risk Assessment above a *Level II: Basic Visual Assessment* as defined by the *Best Management Practices for Tree Risk Assessment* by the International Society of Arboriculture.

This work is described in the table. A location map is included but the locations are approximate.

## **Observations:**

The site is a Pine Flatwoods ecosystem that was preserved during construction approximately 20 years ago. It is approximately 1.5 acres and is surrounded by homes. The dominant species is Slash Pine (*Pinus elliottii*), with a few Loblolly pines (*Pinus taeda*). Because fire has been excluded, an understory of oaks has been changing the area to an Oak Hammock ecosystem. The oaks are primarily Water Oak (*Quercus nigra*), with some Laurel Oak (*Quercus laurifolia*), and Live Oak (*Quercus virginiana*).

The site is rough and unused. There is a myriad of vines and underbrush. Some adjacent homeowners have cleared along the edge and into the conservation area. For the most part it remains natural and unmaintained.

Many of the Slash Pines are dying or dead because of a disease that has moved into the area. The disease is *Diplodia pinea*, a fungal disease that is killing pine plantations in many areas of Central Florida. Not all pines die, but many are stressed which leads to Bark Beetle infestation. Active Beetle infested trees were observed during the investigation. Search "Diplodia pinea Florida" for an article by Dr. Jason Smith.

The dead pines are breaking off and falling, due to the close proximity of the homes and private property, many are in the fall zone.



Home threatened by dead pines



Pines in close proximity to homes



Pines infected with Diplodia



Broken Pine trunk

**Opinion:**

It is my opinion that some of the pines pose an imminent risk of failure with the possibility of contact with private property or a home. The risk should be reduced by cutting of high risk trees. These have been identified by orange flagging tape and described in the following table.

The pines will continue to die and should be followed up with another inspection in approximately six months. Other management solutions should be explored, such as removal of all infected pines and allow oaks to become the dominant trees.

#	DBH	Specs	Cond	Location	Cut Type
1	10	SP	Dead	Behind 5149 New Brittany	Remove
2	14	SP	Defect in root collar	Behind 5149 New Brittany	Remove
3	8	SP	Dead	Behind 5149 New Brittany	Remove
4	11	SP	Dead	Behind 5203 New Brittany	Remove
5	10	SP	Dead	Behind 5203 New Brittany	Remove
6	9	SP	Dead	Behind 5203 New Brittany	Remove
7	14	SP	Dead - Bark Beetles	Behind 5235 New Brittany	Remove
8	11	SP	Dead	Behind 5235 New Brittany	Remove
9	9	SP	Lean – defect at base	Behind 5235 New Brittany	Remove
10	13	SP	Dead	Behind 5140 Englewood	Remove
11	13	SP	Dead	Behind 5143 New Brittany	Remove
12	11	SP	Dead – top out	Behind 5143 New Brittany	Remove
13	11	SP	Dead – top out	Behind 5143 New Brittany	Remove
14	12	SP	Dead – Bark Beetles	Behind 5143 New Brittany	Remove
15	12	SP	Dead – top out	Behind 5143 New Brittany	Remove
16	13	WO	Partially uprooted	Behind 5203 New Brittany	Remove
17	13	SP	Dead	Behind 5137 New Brittany	Remove
18	8	SP	Dead	Behind 5231 New Brittany	Remove
19	9	SP	Dead	Behind 3554 New Brittany	Remove
20	11	SP	Dead – Bark Beetles	Behind 3554 New Brittany	Remove
21	13	Red Maple	Dead Top	Behind 5122 Englewood	Remove top
22	12	SP	Dead	Behind 5122 Englewood	Remove
23	10	SP	Dead – top out	Behind 5122 Englewood	Remove
24	10	SP	Dead – top out	Behind 5143 New Brittany	Remove
25	10	SP	Dead – top out	Behind 5143 New Brittany	Remove
26	13	SP	Dead	Behind 5143 New Brittany	Remove

### **Suggestions for Management:**

- i. All standing trees bear some level of risk dependent on their condition, the nature of the target, and the severity of the consequences in the event of failure. Residual risk will still be present even after any and all actions in mitigation (other than the complete removal of the trees) are completed.
- ii. Standing trees that can fall and make contact with private property should be removed. Removal may be felling and hand carrying to truck at road side through yards or felling into wooded area and allowed to decay naturally.
- iii. Ensure that all pruning operations are performed in a professional manner and that all cuts and techniques are executed in accordance with current ANSI A300 Part 1 Standards for Tree Care Operations and are in compliance with the Best Management Practices of the International Society of Arboriculture.
- iv. Reinspect in a six month period to determine if additional trees have become a threat to the private property.
- v. Consider complete removal of all pines that are infected with Diplodia Disease and allow oaks to become dominant species.



Richard Bailey, BCMA [SO-0369B]  
ISA Tree Risk Assessment Qualified (TRAQ)

## Richard Bailey - Curriculum Vitae

### **Education**

B.S. Forest Resources and Conservation  
University of Florida, 1977

### **Board-Certified Master Arborist                      SO-0369B**

International Society of Arboriculture, 2007  
(Certified Arborist since 1993)

### **Tree Risk Assessment Qualified (TRAQ)**

Successfully completed the TRAQ qualification in November, 2013

### **Certified Pest Control Operator                      JF126716**

Florida Bureau of Entomology, Commercial Lawn & Ornamental

### **Memberships**

International Palm Society since 1983  
International Society of Arboriculture since 1983 - Florida Chapter President in 1998  
Utility Arborist Association, since 1983 - President in 1993

### **Positions held**

Fla. Division of Forestry, 1978 - 1982  
Nursery Supervisor, Miami Coconut Seed Orchard, Metro Dade County Urban forester, Reclamation Research Forester  
Tampa Electric Company, 1982 - 1995  
Supervisor, Right-of-Way Maintenance  
Professional Forester Inc. 1995 – Present President

### **Articles**

Naturalized Stand of *Livistona chinensis*  
Central Florida Palm Bulletin, 1989

Leaning Palms Away From Power Lines  
Utility Arborist Association Newsletter, 1993

Setback Requirements for Tree Ordinances  
Utility Arborist Association Newsletter, 1992

### **Awards**

In 2012, Richard received the Edward W. Bock Lifetime Achievement Award from the Florida Chapter of the ISA in recognition of his professional service to Florida Arboriculture.

**Location: Lake Bernadette Subdivision Zephyrhills, Florida("Property")**  
**Prepared for: Lake Bernadette Homeowners Association Inc. ("Client")**

This Assessment was carried out by Richard Bailey Professional Forester, Inc. (hereafter "RBPFI") at the request of the Client. The information, interpretation and analysis contained within this Assessment is to be used solely for the purposes outlined within this Assessment. This Assessment is for the exclusive use of the Client.

#### **Limitations of this Assessment**

This Assessment is based on the circumstances and observations as they existed at the time of the site inspection of the Client's Property and the trees situate thereon by RBPFI and upon information provided by the Client to RBPFI. The opinions in this Assessment are given based on observations made and using generally accepted professional judgment, however, because trees and plants are living organisms and subject to change, damage and disease, the results, observations, recommendations, and analysis as set out in this Assessment are valid only as at the date any such testing, observations and analysis took place and no guarantee, warranty, representation or opinion is offered or made by RBPFI as to the length of the validity of the results, observations, recommendations and analysis contained within this Assessment. As a result the Client shall not rely upon this Assessment, save and except for representing the circumstances and observations, analysis and recommendations that were made as at the date of such inspections. It is recommended that the trees discussed in this Assessment should be re-assessed periodically.

#### **Further Services**

Neither RBPFI, nor any assessor employed or retained by RBPFI (the "Assessor") for the purpose of preparing or assisting in the preparation of this Assessment shall be required to provide any further consultation or services to the Client, save and except as already carried out in the preparation of this Assessment and including, without limitation, to act as an expert witness or witness in any court in any jurisdiction unless the Client has first made specific arrangements with respect to such further services, including, without limitation, providing the payment of the Assessor's regular hourly billing fees.

RBPFI accepts no responsibility for the implementation of all or any part of the Assessment, unless specifically request to examine the implementation of such activities recommended herein. In the event that inspection or supervision of all or part of the implementation is request, that request shall be in writing and the details agreed to in writing by both parties.

#### **Assumptions**

The Client is hereby notified and does hereby acknowledge and agree that where any of the facts and information set out and referenced in this Assessment are based on assumptions, facts or information provided to RBPFI by the Client and/or third parties and unless otherwise set out within this Assessment, RBPFI will in no way be responsible for the veracity or accuracy of any such information and further, the Client acknowledges and agrees that RBPFI has, for the purposes of preparing their Assessment, assumed that the Property, which is the subject of this Assessment is in full compliance with all applicable federal, provincial, municipal and local statutes, regulations, by-laws, guidelines and other related laws. RBPFI explicitly denies any legal liability for any and all issues with respect to non-compliance with any of the above-referenced statutes, regulations, bylaws, guidelines and laws as it may pertain to or affect the Property to which this Assessment applies.

**Publication**

The Client acknowledges and agrees that all intellectual property rights and title, including without limitation, all copyright in this Assessment shall remain solely with RBPFI. Possession of this Assessment, or a copy thereof, does not entitle the Client or any third party to the right of publication or reproduction of the Assessment for any purpose other than distribution to regulatory authorities save and except where RBPFI has given its prior written consent. This Assessment may not be used for any other project or any other purpose without the prior written consent of RBPFI.

**Restriction of Assessment**

The Assessment carried out was restricted to the Property. No assessment of any other trees or plants has been undertaken by RBPFI. RBPFI are not legally liable for any other trees or plants on the Property except those expressly discussed herein. The conclusions of this Assessment do not apply to any areas, trees, plants or any other property not covered or referenced in this Assessment.

**Professional Responsibility**

In carrying out this Assessment, RBPFI and any Assessor appointed for and on behalf of RBPFI to perform and carry out the Assessment has exercised a reasonable standard of care, skill and diligence as would be customarily and normally provided in carrying out this Assessment. The Assessment has been made using accepted arboricultural techniques. These include a visual examination of each tree for structural defects, scars, external indications of decay such as fungal fruiting bodies, evidence of insect attack, discolored foliage, the condition of any visible root structures, the degree and direction of lean (if any), the general condition of the tree(s) and the surrounding site, and the current or planned proximity of property and people. Except where specifically noted in the Assessment, none of the trees examined on the property were dissected, cored, probed, or climbed and detailed root crown examinations involving excavation were not undertaken.

While reasonable efforts have been made to ensure that the trees recommended for retention are healthy, no guarantees are offered, or implied, that these trees, or all parts of them will remain standing. It is professionally impossible to predict with absolute certainty the behavior of any single tree or group of trees, or all their component parts, in all given circumstances. Inevitably, a standing tree will always pose some risk. Most trees have the potential to fall, lean, or otherwise pose a danger to property and persons in the event of adverse weather conditions, and this risk can only be eliminated if the tree is removed.

Without limiting the foregoing, no liability is assumed by RBPFI or its directors, officers, employers, contractors, agents or Assessors for:

- a) any legal description provided with respect to the Property;
- b) issues of title and or ownership respect to the Property;
- c) the accuracy of the Property line locations or boundaries with respect to the Property; and
- d) the accuracy of any other information provided to RBPFI by the Client or third parties;
- e) any consequential loss, injury or damages suffered by the Client or any third parties, including but not limited to replacement costs, loss of use, earnings and business interruption; and
- f) the unauthorized distribution of the Assessment.



The total monetary amount of all claims or causes of action the Client may have as against RBPFI, including but not limited to claims for negligence, negligent misrepresentation and breach of contract, shall be strictly limited solely to the total amount of fees paid by the Client to RBPFI.

Further, under no circumstance may any claims be initiated or commenced by the Client against RBPFI or any of its directors, officers, employees, contractors, agents or Assessors, in contract or in tort, more than 12 months after the date of this Assessment.

**Third Party Liability**

This Assessment was prepared by RBPFI exclusively for the Client. The contents reflect RBPFI best assessment of the trees and plants situate on the Property in light of the information available to it at the time of preparation of this Assessment. Any use which a third party makes of this Assessment, or any reliance on or decisions made based upon this Assessment, are made at the sole risk of any such third parties. RBPFI accepts no responsibility for any damages or loss suffered by any third party or by the Client as a result of decisions made or actions based upon the use or reliance of this Assessment by any such party.

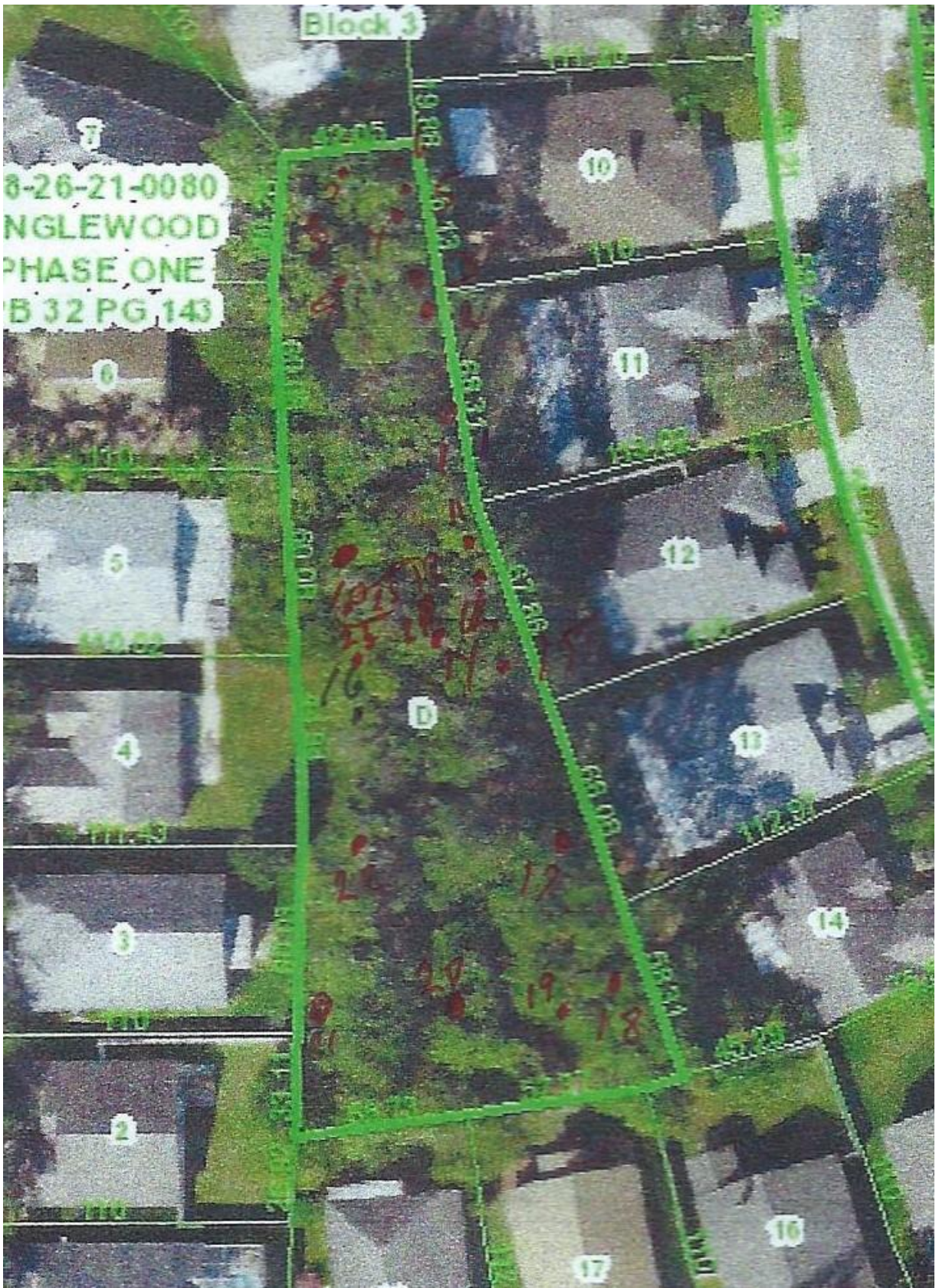
**General**

Any plans and/or illustrations in this Assessment are included only to help the Client visualize the issues in this Assessment and shall not be relied upon for any other purpose.

The Assessment has a total of nine (9) pages including the cover page. It shall be considered as a whole, no sections are severable, and the Assessment shall be considered incomplete if any pages are missing.

**Dated: July 25, 2018**

Richard Bailey Professional Forester, Inc.  
Richard Bailey, President  
ISA BCMA Cert. #: SO-0369B



Block 3

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