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PLANNED COMMERCIAL
DEVELOPMENT
AGREEMENT

DAYTONA AUTO MALL

LAST REVISED DECEMBER 9, 1997

**DAYTONA AUTO MALL
PLANNED COMMERCIAL DEVELOPMENT**

PLANNED DEVELOPMENT AGREEMENT

THE CITY OF DAYTONA BEACH, a Florida municipal corporation hereinafter referred to as "CITY"; and METROPOLITAN CONTRACTORS, INC. Contract Purchaser and as assignee (hereinafter referred to as "DEVELOPER"); and PATRICIA LAGONI, AS TRUSTEE UNDER TRUST NO. IDI-3 DATED JUNE 7, 1991, the "OWNER" (hereinafter referred to as "OWNER");

WITNESSETH:

WHEREAS, the parties hereto covenant and agree and bind their successors and assigns as follows:

SECTION 1. REZONING AGREEMENT.

The CITY agrees to rezone the property described in Exhibit "A" from R1A to PCD (Planned Commercial Development). The conditions and requirements contained in this Planned Development Agreement shall control the development of this property. This proposal is consistent with the adopted Comprehensive Plan of the CITY, and promotes the health, safety, welfare, and orderly growth of the community. The DEVELOPER shall record this Planned Development Agreement in the Public Records of Volusia County, Florida, within ten (10) days of the affixing of the last signature hereto.

SECTION 2. LEGAL DESCRIPTION OF THE PROPERTY.

The legal description for the Daytona Auto Mall PCD is set forth in Exhibit "A" attached hereto and made a part hereof.

SECTION 3. DESCRIPTION OF DEVELOPMENT.

A) General Project Description: The name of the project shall be known as the Daytona Auto Mall. The PCD shall contain a total of 73.78 acres, and includes 540,000 square feet maximum of gross building area.

B) Permitted Uses:

Interchange Retail Parcels (Lots 1-5) (Exhibit "B")

- Retail Sales and Services (limited to items marketed primarily to the traveling public)
- Restaurants (A1, A2, and A3) with the following accessory use:
Cocktail Lounges
- Tourist Accommodations (includes Motel and Hotel) with the following accessory uses:

- Personal Services
- Cocktail Lounges
- Day Care
- Auto Rental Office
- Gas Station (with Light Vehicular Service)
- Tourist Welcome Center
- Day Care
- Auto Rental Office

Auto Mall Parcels (Lots 6 - 10) (Exhibit "B")

- Sales and Service of New and Used Light Vehicles (cars and light trucks - no heavy trucks)
- Retail and Wholesale Vehicle Parts Sales*
- Vehicle Rental*
- Vehicular Service, Light and Heavy*
- Day Care*

*as accessory to vehicular sales

C) Dimensional and Density Restrictions:

INTERCHANGE/RETAIL PARCELS (PARCELS 1-5)

TOTAL AREA: 11.21 AC.

TOTAL MAX GROSS FLOOR AREA: 140,000 S.F.

TOTAL MAX BUILDING COVERAGE: 65,000 S.F./1.49 A.C./13%

MAX BUILDING COVERAGE ON ANY ONE PARCEL: 60%

CONCRETE AND ASPHALT: 6.36 AC./57%

TOTAL MAX IMPERVIOUS AREA: 7.85 AC./70%

TOTAL MIN PERVIOUS AREA: 3.36 AC./30%

OFF STREET PARKING PROVIDED PER CITY OF DAYTONA BEACH LDC

AUTO MALL PARCELS (PARCELS 6-10)

TOTAL MAX GROSS FLOOR AREA: 400,000 S.F.

TOTAL AREA: 54.45 AC./100%

TOTAL MAX BUILDING COVERAGE: 400,000 S.F./9.18 AC./17%

MAX BUILDING COVERAGE ON ANY ONE PARCEL: 60%

CONCRETE AND ASPHALT: 27.20 AC./50%

TOTAL MAX IMPERVIOUS AREA: 36.38 AC./67%

LAKE AREA @ NWL: 8.97AC.%p

TOTAL MIN PERVIOUS AREA: 18.07 AC./33%

OFF STREET PARKING PROVIDED PER CITY OF DAYTONA BEACH LDC

TOMOKA FARMS RIGHT-OF-WAY PARCEL

TOTAL AREA: 8.11 AC./100%
TOTAL IMPERVIOUS AREA: 5.86 AC./72% (FUTURE 5 LANE SECTION WITH
5' SIDEWALK)
TOTAL PERVIOUS AREA: 2.25 AC./28%

TOTAL SITE

TOTAL AREA: 73.78 AC./100%
IMPERVIOUS AREA: 50.09 AC./68%
PERVIOUS AREA: 23.69 AC./32%

D) Landscaping and Buffers: The Developer for each building lot will be required to submit detailed Landscape and Irrigation Plans conforming to the Exhibits of this Agreement. Such plans will be provided at 1"=30' scale and will be provided prior to final building permit issuance. Access, utility and drainage easements shall not entitle DEVELOPER or others to remove or relocate landscaping shown as part of this PCD Agreement. All future utility work by property owner will require complete restoration of required landscape areas. Landscape plans shall be provided for undeveloped lots that are consistent with PCD landscape exhibit concepts approved by the City of Daytona Beach.

Landscape area allotment shall be consistent with Exhibit "B". A minimum of 50' landscaping shall be provided east of the display pods shown on Section 5 (sheet 4 of Exhibit "B") In the event the 7' landscaping is not permitted by the Department of Transportation, the display pods setback distance will be increased from 15' to 22' from back of curb of Auto Mall road.

E) Signage: Signage shall be controlled by Exhibits "B" and "C".

The location of all signs shall be as provided on Exhibit "B". The design of all signs as identified above shall be detailed on Exhibit "C". Signage for Lots 6, 7, and 10 shall be consistent with signage shown for Lots 8 and 9.

F) Architectural Style: Architectural style shall be controlled by Exhibits "D".

G) Parking; Vehicular and Pedestrian Circulation: All vehicular and pedestrian areas within the Interchange Retail and Auto Mall Parcels shall be privately owned and maintained and shall not be the responsibility of the CITY.

H) Stormwater Drainage System:

- i) The development's stormwater detention and retention system shall be constructed as approved by the CITY and the St. Johns River Water Management District, and shall be as generally described by this Agreement.
- ii) The CITY shall not assume the responsibility or maintenance of drainage-ways or stormwater treatment facilities within the Interstate Retail Parcels and Auto Mall Parcels.
- iii) The DEVELOPER shall maintain on-site stormwater facilities within the Interstate Retail

Parcels and Auto Mall Parcels.

- iv) All easements and drainage retention areas shall be designed and laid out as described on the Plan Exhibits.

D) Utilities: The utilities shall be installed underground except as shown on the Plan Exhibits within the easements or the areas indicated on the Plan Exhibits, unless otherwise indicated. Overhead utilities will be permitted at the west side of the rear service road of the Auto Mall Parcel in this area. In this area, overhead lines will be located away from trees shown on landscape plans approved by the City of Daytona Beach. All utilities shall meet the requirements of the CITY and applicable State authorities, including the CITY's Land Development Code. The DEVELOPER, or DEVELOPERS' successor in interest, shall be responsible for the installation, operation, maintenance and cost of lighting within the Interstate Retail Parcels and Auto Mall Parcels.

SECTION 4. SPECIFIC DEVELOPMENT STANDARDS (LOTS 6-10).

1. **Building Area.** The Building Area of each Lot shall be as generally shown on the typical layouts for lots 8 and 9 shown on Exhibit "B". The total buildable ground floor area of all buildings on a Lot shall not exceed thirty-five percent (35%) of the total area of the Lot for two-story buildings and forty percent (40%) for single-story buildings. In no event shall the front yard setback be less than 200 feet from the Tomoka Farms Road right-of-way or the side yard setback be less than 25 feet.
2. **Building Height.** Maximum building height shall be thirty-five (35) feet.
3. **Screening of Equipment and Roof Parking.**
 - (A) All air conditioning, heating, and other mechanical equipment shall be enclosed and hidden from ground level view by means of appropriate screening, fencing, or barricades, which shall be an integral part of the overall building design. Such equipment shall not be visible from the internal Automall street, Tomoka Farms Road, LPGA Boulevard (excluding overpass) or I-95.
 - (B) All vehicles parked on roof-top parking shall be hidden from ground level view by means of appropriate screening, which shall be an integral part of the overall building design. Such vehicles shall not be visible from interior streets or from exterior streets immediately adjacent to the Automall. There shall be no roof-top parking of vehicles for purposes of display.
4. **Protective Screening.** Each service area and bulk car storage area shall be screened from public view along streets, both interior streets and exterior streets, and from adjacent parcels. Screening shall consist of a minimum six foot (6') high, maximum eight foot (8') high masonry wall and landscape strip per landscape guidelines.
5. **Architecture.** An architectural style shall be consistent with the architectural typicals contained in Exhibit "D".
 - (A) **Metal Buildings.** No pre-engineered metal skin buildings shall be permitted. Pre-

finished metal panels will be permitted with written approval of the Architectural Review Committee.

(B) Building Materials Design. It is intended that the Automall reflect the modern designs of the products that are available for sale. "Period" architectural styles, or highly stylized buildings will not be considered acceptable. It is the objective to create an environment composed of buildings that offer variety but remain in harmony and support the mall concept.

To encourage high quality design and continuity among the various dealerships, there shall be a unity of basic building materials to be selected from as follows:

- (1) Glass and glass curtain wall.
- (2) Poured in place concrete and precast concrete.
- (3) Brick Masonry.
- (4) Block masonry consistent with remainder of building.
- (5) Ceramic Tile.
- (6) Prefinished metal panel consistent with remainder of building.

(C) Unacceptable materials include:

- (1) Pre-engineered industrial metal buildings.
- (2) Exposed Plywood.
- (3) Wood siding.
- (4) Shingles and shakes.
- (5) High Maintenance materials.

(D) Variety of Materials. Building and Accessory Structures will be designed with a limited number of materials.

Two basic materials will be permitted plus the use of one accent material.

Two basic building colors, including glass, will be permitted plus one accent color.

6. Applicable Laws, Ordinances, and Rules. All buildings must comply with the applicable laws, ordinances, and rules of all governmental agencies having jurisdiction. The City of Daytona Beach Technical Review Committee shall have authority to review the proposed building plans and materials to determine consistency with PCD exhibits with appeal to the city of Daytona Beach Planning Board.
7. Signage Guidelines. Signage shall conform to Exhibit "C".
8. Additional Restrictions.
 - (A) Only access roads shown on approved site plans will be allowed.
 - (B) It is the intent of Declarant that loudspeaker systems utilized in the Automall will be designed and operated to produce negligible audibility outside of the Automall. In no event shall noise levels exceed 8 decibels in excess of the local ambient noise level at any point outside of the perimeter of the Automall property.
 - (C) Antennas and flagpoles shall not exceed thirty (30) feet in height as measured from ground level within one (1) foot of the flagpole or antenna base without the written approval of the Architectural Review Committee. Flagpoles shall not be placed on the roofs of buildings. Roof antennas shall be used only for telecommunication purposes and

shall not be decorated or lighted except as may be required by law.

(D) Dealership and common area lighting shall be per exhibits "C". Landscape lighting should be used in Common Area(s) to accent site features, (i.e., uplighting on specimen trees, screen walls, etc.). No colored lighting will be allowed in landscaping.

(E) All body repair activities, painting activities, air-compressors and air-compressor use, trash containers, and other stored material shall be restricted to enclosed areas and screened from public view and shall be located behind the front building line of the dealership buildings.

SECTION 5. SPECIFIC DEVELOPMENT STANDARDS (LOTS 1-5).

1. **Building Area.** The permitted building area shall be those areas not within the landscaped buffer areas or within 10' of the back of curb of the internal roadway. The total buildable ground floor area of all buildings on a Lot shall not exceed thirty-five percent (35%) of the total area of the Lot for two-story buildings and forty percent (40%) for single-story buildings.
2. **Building Height.** Maximum building height shall be thirty-five (35) feet except for Lot 2, which shall have a height limit of (75) feet.
3. **Screening of Equipment and Roof Parking.**
 - (A) All air conditioning, heating, and other mechanical equipment shall be enclosed and hidden from ground level view by means of appropriate screening, fencing, or barricades, which shall be an integral part of the overall building design. Such equipment shall not be visible from the internal Automall street, Tomoka Farms Road, LPGA Boulevard (excluding overpass) or I-95.
 - (B) All vehicles parked on roof-top parking shall be hidden from ground level view by means of appropriate screening, which shall be an integral part of the overall building design. Such vehicles shall not be visible from interior streets or from exterior streets immediately adjacent to the Automall. There shall be no roof-top parking of vehicles for purposes of display.
4. **Architecture.** Architectural style shall be consistent with the architectural typicals contained in Exhibit "D".
 - (A) **Metal Buildings.** No pre-engineered metal skin buildings shall be permitted. Pre-finished metal panels will be permitted with written approval of the Architectural Review Committee.
 - (B) **Building Materials and Design.** It is intended that the Retail Center to reflect the corporate images and design and appearance standards of the National and State Retailers, Gas Companies, Restaurants, Hotel Operators and other users approved for the retail parcel. It is further encouraged that the Retail Center owners design their facilities in a way that enhances and is compatible with the Automall portion of the project. Building designs will be consistent with typicals shown in Exhibit "D".
 - (C) **Unacceptable materials include:**
 - (1) Pre-engineered industrial metal buildings.

(2) Exposed Plywood.

(3) High Maintenance materials.

(D) Variety of Materials. Building and Accessory Structures will be designed with a limited number of materials, as selected from the list of approved materials or as approved in writing by the Architectural Review Committee.

Two basic materials will be permitted plus the use of one accent material.

Two basic building colors, including glass, will be permitted plus one accent color.

SECTION 6. PLATTING.

The preliminary plat is contained in this Agreement. Approval of this Planned Development Agreement does not constitute permission to plat the property. Subsequent to this Planned Development Agreement, and in accordance with it, the DEVELOPER will submit for review and approval any additional plats, construction drawings and agreements required in order to obtain approval and allow recording of the plat. The DEVELOPER shall establish a property owners association which shall be responsible for maintenance of common areas and enforcement of covenants and restrictions.

SECTION 7. PLAN EXHIBITS.

The following are included as exhibits to the Daytona Auto Mall Planned Development Agreement. A complete set of the actual copies of these exhibits shall be held on file by the City Clerk and shall be considered the true and correct copies for the purposes of resolving only dispute. Reduced copies may be included for ease of reference, but shall not be valid to the extent that they deviate from the full size copies held by the Clerk.

Exhibit "A" - Legal Description (To be recorded)

Exhibit "B" - Site Plan/Preliminary Plat

1. Dimension Plan dated August 25, 1997, as amended (to be recorded).
2. Paving and Drainage Plan Plan dated August 25, 1997, as amended.
3. Utilities Plan dated August 25, 1997, as amended.
4. Sections Plan dated August 25, 1997, as amended.
5. Overall Landscape Plan, last revised 12/2/97 (to be recorded).
6. Preliminary Plat, (to be recorded).

Exhibit "C" - Signage and Lighting Details.

Exhibit "D" - Architectural Photos.

SECTION 8. SUBSEQUENT SUBMITTALS AND APPROVALS.

Subsequent to the approval of this agreement, other detailed plans, construction specifications,

permitting documents, and supporting information as required by the LDC or other applicable regulations shall be submitted to the Technical Review Committee (TRC). All plans and permits will be reviewed and approved and development permits will be issued only in accordance with applicable regulations and standards, to the extent such regulations and standards are modified by this Planned Development Agreement.

As part of submitting final plats and plans, the DEVELOPER will provide detailed exhibits as per the City's Land Development Code.

Identification of new or existing access, utility, and drainage easements shall not entitle the DEVELOPER or any representative thereof to remove or relocate any landscaping without the necessary permits. APPROVAL OF THIS PLANNED DEVELOPMENT AGREEMENT OR THE SITE PLAN IS NOT A PERMIT TO BEGIN CLEARING, TO BEGIN SITE WORK, OR TO BEGIN CONSTRUCTION WITHOUT NECESSARY PERMITS. ANY DISTURBANCE OF REQUIRED TREE OR LANDSCAPING AREAS SHALL BE RESTORED CONSISTENT WITH APPROVED PLANS.

SECTION 9. ACCESS TO THE DEVELOPMENT BY GOVERNMENTAL AGENCIES.

All streets are private except for Tomoka Farms Road. All government agencies and their authorized officers having review or approval jurisdiction over the development identified in this Planned Development Agreement shall have the right of free access to the development as necessary in order for them to legally and correctly perform their duties and responsibilities.

SECTION 10. CITY'S REGULATORY POWERS.

The CITY maintains all regulatory powers as provided by law and as identified in its ordinances unless specifically provided for in this Planned Development Agreement, in which case this Planned Development Agreement prevails. Further, the DEVELOPER recognizes the fact that the approval of this Planned Development Agreement does not provide vesting rights. The CITY has adopted a Concurrency Management System, and any vesting or concurrency review must be pursuant to provisions of the Concurrency Management System.

SECTION 11. AMENDMENTS TO PLANNED DEVELOPMENT AGREEMENT.

Amendments to this Planned Development Agreement shall be made as provided by the City's Land Development Code.

SECTION 12. EXPIRATION OF APPROVAL: COMPLETION SCHEDULE.

Submittal of all required plans, specifications, and other documents, all review, and issuance of all City permits shall be completed not later than five (5) years after the approval of this Planned Development Agreement by the City Commission, All improvements shall be completed and Certificates of Occupancy shall be issued within one (1) year after issuance of permits. These

deadlines may be extended by action of the City commission for a period of not more than five (5) years from the date of the initial expiration. Upon approval by the City's Technical Review Committee, a sub-phasing plan may be approved.

If the approvals and issuance of permits, and/or the completion of improvements does not occur within the allotted time (plus extensions), the CITY may conduct a show-cause hearing to determine if the zoning should be changed and may proceed with action to rezone the property to an appropriate district.

IN WITNESS WHEREOF, the parties hereto have set their hands this 9th day of Dec 1997.

Keenan J. Street

Deborah R. Griffith
Witnesses as to CITY

INC.

Hernan S. Collins

Rosalee S. Lott
Witnesses as to DEVELOPER

[Signature]
Joe S. Lust
Witnesses as to OWNER

THE CITY OF DAYTONA BEACH

BY: [Signature]
Baron H. "Bud" Asher, Mayor

ATTEST: [Signature]
Gwen Azama-Edwards
City Clerk
"CITY"

METROPOLITAN CONTRACTORS,

BY: [Signature]
As Its [Signature]

"DEVELOPER"

PATRICIA LAGONI, AS TRUSTEE
UNDER TRUST NO. IDI-3 DATED
JUNE 7, 1991

BY: [Signature]
As Its [Signature]

"OWNER"

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STATE OF FLORIDA
COUNTY OF VOLUSIA

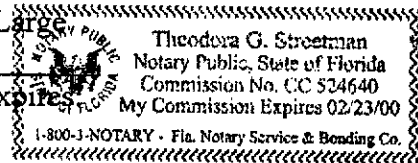
The foregoing instrument was acknowledged before me this 8th day of January, 1998 by Byron H. "Bud" Asher, Mayor, who is personally known to me ~~or who has produced~~ _____ as identification and who ~~did~~ (did not) take an oath, and who executed the foregoing instrument for the CITY OF DAYTONA BEACH, and acknowledged to and before me that he/she executed such instrument.

Theodora G. Streetman
Notary Public

State of Florida at Large

Commission # _____

My Commission Expires _____



Alabama
STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 10th day of Dec., 1997 by, Raymond Gotlieb, who is personally known to me or who has produced AHDL 1524333 as identification and who did (did not) take an oath, and who executed the foregoing instrument for the APPLICANT, and acknowledged to and before me that he/she executed such instrument.

Patricia Parker
Notary Public

Alabama
State of Florida at Large

Commission # _____

My Commission Expires: May 14, 2001

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 16th day of DEC., 1997 by PATRICIA LAGONE, AS TRUSTEE, who is personally known to me ~~or who has produced~~ _____ as identification and who did (did not) take an oath, and who executed the foregoing instrument for the OWNER, and acknowledged to and before me that he/she executed such instrument.

Jill S. Lust
Notary Public

State of Florida at Large

Commission # _____

My Commission Expires: _____



JILL S. LUST
MY COMMISSION # CC345776 EXPIRES
February 18, 1998
BONDED THRU TROY FAIR INSURANCE, INC.

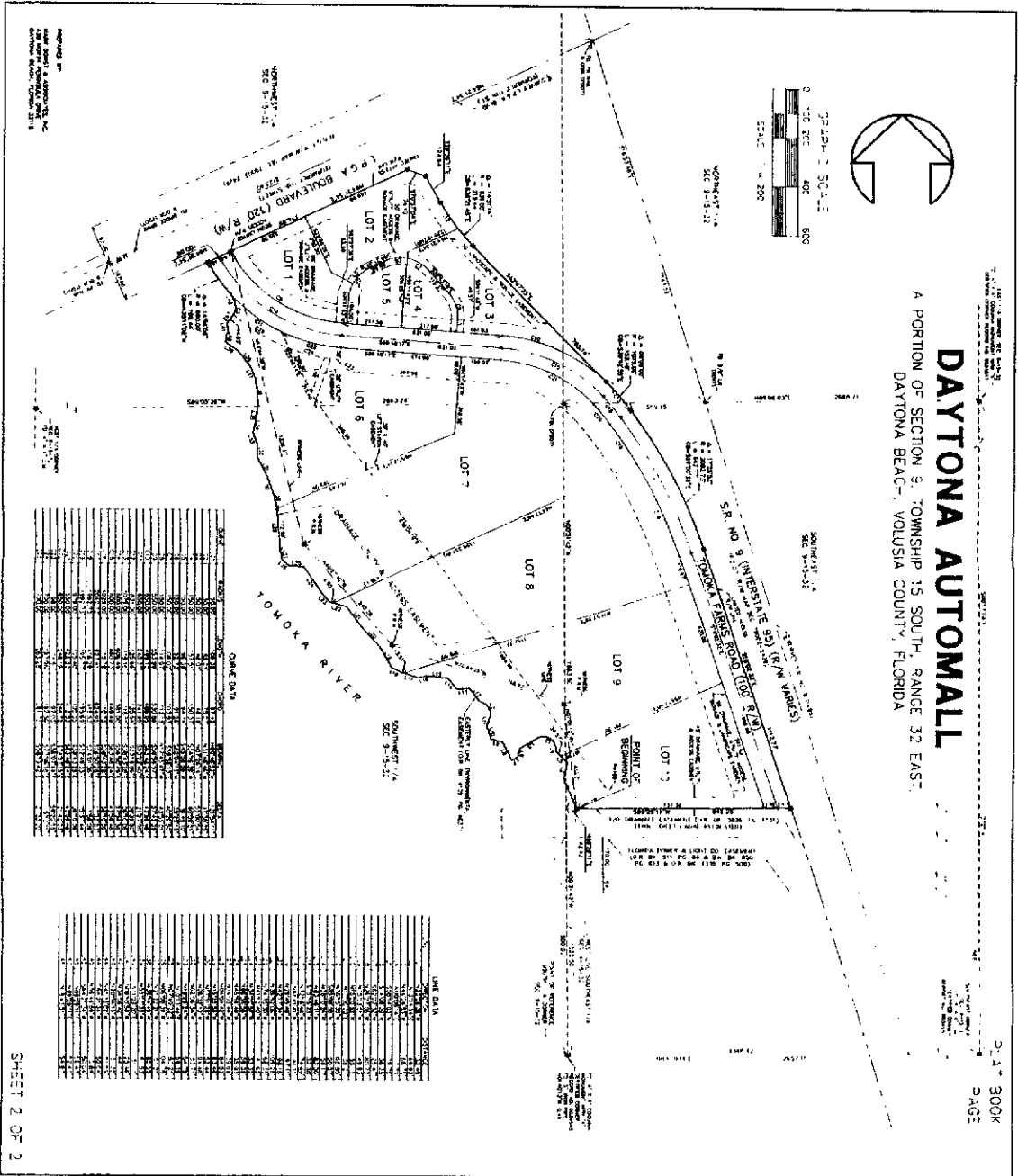
DESCRIPTION

A PORTION OF SECTION 9, TOWNSHIP 15 SOUTH, RANGE 32 EAST, VOLUISA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

FROM THE SOUTH 1/4 CORNER OF SAID SECTION 9 AS THE POINT OF REFERENCE, RUN NORTH 00 DEGREES 31 MINUTES 42 SECONDS WEST ALONG THE WEST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 9, A DISTANCE OF 1020.00 FEET TO THE NORTH LINE OF A 120 FOOT WIDE DRAINAGE EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 3826, PAGE 1535 OF THE PUBLIC RECORDS OF VOLUISA COUNTY, FLORIDA; THENCE NORTH 89 DEGREES 29 MINUTES 11 SECONDS EAST ALONG SAID NORTH LINE, A DISTANCE OF 42.42 FEET TO THE EASTERLY LINE OF AN ENVIRONMENTAL EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 4109, PAGE 4037 OF THE PUBLIC RECORDS OF VOLUISA COUNTY, FLORIDA, AND THE POINT OF BEGINNING; THENCE RUN NORTHWESTERLY ALONG SAID EASTERLY LINE THE FOLLOWING COURSES AND DISTANCES: NORTH 23 DEGREES 08 MINUTES 36 SECONDS WEST, A DISTANCE OF 133.49 FEET; THENCE NORTH 13 DEGREES 24 MINUTES 54 SECONDS EAST, A DISTANCE OF 69.92 FEET; THENCE NORTH 44 DEGREES 24 MINUTES 53 SECONDS WEST, A DISTANCE OF 86.75 FEET; THENCE NORTH 00 DEGREES 08 MINUTES 14 SECONDS EAST, A DISTANCE OF 7.70 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 121 DEGREES 54 MINUTES 11 SECONDS, AND A CHORD BEARING OF NORTH 60 DEGREES 48 MINUTES 52 SECONDS WEST, THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 106.38 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 58 DEGREES 14 MINUTES 03 SECONDS WEST, A DISTANCE OF 78.75 FEET; THENCE SOUTH 14 DEGREES 08 MINUTES 29 SECONDS WEST, A DISTANCE OF 36.28 FEET; THENCE SOUTH 62 DEGREES 22 MINUTES 32 SECONDS WEST, A DISTANCE OF 25.47 FEET; THENCE NORTH 26 DEGREES 27 MINUTES 06 SECONDS WEST, A DISTANCE OF 80.72 FEET; THENCE NORTH 75 DEGREES 03 MINUTES 51 SECONDS WEST, A DISTANCE OF 49.93 FEET; THENCE NORTH 15 DEGREES 20 MINUTES 52 SECONDS WEST, A DISTANCE OF 55.15 FEET; THENCE NORTH 17 DEGREES 00 MINUTES 32 SECONDS EAST, A DISTANCE OF 36.21 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 97 DEGREES 38 MINUTES 35 SECONDS, AND A CHORD BEARING OF NORTH 31 DEGREES 48 MINUTES 46 SECONDS WEST; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 85.21 FEET; THENCE NORTH 36 DEGREES 15 MINUTES 35 SECONDS WEST, A DISTANCE OF 68.85 FEET; THENCE SOUTH 85 DEGREES 08 MINUTES 58 SECONDS WEST, A DISTANCE OF 50.07 FEET; THENCE NORTH 38 DEGREES 10 MINUTES 24 SECONDS WEST, A DISTANCE OF 59.17 FEET; THENCE NORTH 83 DEGREES 46 MINUTES 11 SECONDS WEST, A DISTANCE OF 83.00 FEET; THENCE SOUTH 75 DEGREES 55 MINUTES 23 SECONDS WEST, A DISTANCE OF 32.38 FEET; THENCE NORTH 72 DEGREES 16 MINUTES 49 SECONDS WEST, A DISTANCE OF 74.49 FEET; THENCE NORTH 61 DEGREES 41 MINUTES 41 SECONDS WEST, A DISTANCE OF 41.11 FEET; THENCE NORTH 29 DEGREES 45 MINUTES 48 SECONDS WEST, A DISTANCE OF 97.11 FEET; THENCE NORTH 42 DEGREES 17 MINUTES 34 SECONDS WEST, A DISTANCE OF 98.18 FEET; THENCE NORTH 35 DEGREES 52 MINUTES 06 SECONDS WEST, A DISTANCE OF 109.26 FEET; THENCE NORTH 74 DEGREES NORTH 41 DEGREES 12 MINUTES 40 SECONDS WEST, A DISTANCE OF 41.65 FEET; THENCE NORTH 34 DEGREES 20 MINUTES 57 SECONDS WEST, A DISTANCE OF 133.32 FEET; THENCE 86 DEGREES 38 MINUTES 56 SECONDS WEST, A DISTANCE OF 59.39 FEET; THENCE NORTH 45 DEGREES 59 MINUTES 49 SECONDS WEST, A DISTANCE OF 35.93 FEET; THENCE NORTH 14 DEGREES 03 MINUTES 44 SECONDS WEST, A DISTANCE OF 39.69 FEET; THENCE NORTH 04 DEGREES 04 MINUTES 42 SECONDS WEST, A DISTANCE OF 184.52 FEET; THENCE NORTH 15 DEGREES 25 MINUTES 58 SECONDS WEST, A DISTANCE OF 63.48 FEET; THENCE NORTH 17 DEGREES 51 MINUTES 28 SECONDS WEST, A DISTANCE OF 52.44 FEET; THENCE NORTH 28 DEGREES 32 MINUTES 10 SECONDS WEST, A DISTANCE OF 94.48 FEET; THENCE

NORTH 02 DEGREES 06 MINUTES 34 SECONDS WEST, A DISTANCE OF 53.71 FEET; THENCE NORTH 18 DEGREES 29 MINUTES 24 SECONDS WEST, A DISTANCE OF 54.78 FEET; THENCE NORTH 10 DEGREES 13 MINUTES 44 SECONDS EAST, A DISTANCE OF 59.39 FEET; THENCE NORTH 07 DEGREES NORTH 06 DEGREES 08 MINUTES 39 SECONDS WEST, A DISTANCE OF 104.78 FEET; THENCE NORTH 21 DEGREES 23 MINUTES 21 SECONDS WEST, A DISTANCE OF 51.01 FEET; THENCE NORTH 38 DEGREES 14 MINUTES 49 SECONDS WEST, A DISTANCE OF 86.55 FEET; THENCE NORTH 55 DEGREES 07 MINUTES 33 SECONDS WEST, A DISTANCE OF 61.53 FEET; THENCE NORTH 11 DEGREES 29 MINUTES 20 SECONDS EAST, A DISTANCE OF 51.11 FEET; THENCE NORTH 09 DEGREES 10 MINUTES 58 SECONDS WEST, A DISTANCE OF 25.46 FEET; THENCE NORTH 34 DEGREES 56 MINUTES 42 SECONDS EAST, A DISTANCE OF 44.73 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 55 DEGREES 00 MINUTES 54 SECONDS, AND A CHORD BEARING OF NORTH 07 DEGREES 26 MINUTES 14 SECONDS EAST, THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 48.01 DEGREES 04 MINUTES 13 SECONDS WEST, A DISTANCE OF 31.35 FEET TO A POINT ON THE ARC OF CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 650.00 FEET, A CENTRAL ANGLE OF 14 DEGREES 56 MINUTES 08 SECONDS, AND A CHORD BEARING OF NORTH 35 DEGREES 11 MINUTES 02 SECONDS WEST; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 189.44 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF U.P.G.A. BOULEVARD AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION [REDACTED] THENCE NORTH 64 DEGREES 21 MINUTES 34 SECONDS EAST ALONG SAID SOUTHERLY LINE, A DISTANCE OF 100.08 FEET TO THE BEGINNING OF A LIMITED ACCESS RIGHT OF WAY AS SHOWN ON SAID FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP; THENCE CONTINUE NORTH 64 DEGREES 21 MINUTES 34 SECONDS EAST ALONG SAID LIMITED ACCESS RIGHT OF WAY LINE, A DISTANCE OF 774.99 FEET; THENCE SOUTH 70 DEGREES 57 MINUTES 04 SECONDS EAST ALONG SAID LIMITED ACCESS RIGHT OF WAY LINE, A DISTANCE OF 74.10 FEET TO THE WESTERLY LIMITED ACCESS RIGHT OF WAY LINE OF STATE ROAD NO. 9 (INTERSTATE NO. 95); THENCE RUN SOUTHERLY ALONG SAID WESTERLY LINE THE FOLLOWING COURSES AND DISTANCES: SOUTH 28 DEGREES 56 MINUTES 11 SECONDS EAST, A DISTANCE OF 124.64 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 831.00 FEET, A CENTRAL ANGLE OF 14 DEGREES 51 MINUTES 14 SECONDS, AND A CHORD BEARING OF SOUTH 38 DEGREES 21 MINUTES 48 SECONDS EAST; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 215.44 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 43 DEGREES 47 MINUTES 25 SECONDS EAST, A DISTANCE OF 765.14 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1079.00 FEET, A CENTRAL ANGLE OF 08 DEGREES 09 MINUTES 00 SECONDS, AND A CHORD BEARING OF SOUTH 39 DEGREES 42 MINUTES 53 SECONDS EAST; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 153.48 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 2092.73 FEET, A CENTRAL ANGLE OF 17 DEGREES 35 MINUTES 53 SECONDS, AND A CHORD BEARING OF SOUTH 26 DEGREES 50 MINUTES 28 SECONDS EAST; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 642.77 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 18 DEGREES 02 MINUTES 32 SECONDS EAST, A DISTANCE OF 1112.77 FEET TO THE NORTH LINE OF THE 120 FOOT DRAINAGE EASEMENT AFORESAID; THENCE SOUTH 89 DEGREES 29 MINUTES 11 SECONDS WEST ALONG SAID NORTH LINE, A DISTANCE OF 842.25 FEET TO THE POINT OF BEGINNING.

CONTAINING 73.78 ACRES, MORE OR LESS.



SHEET 2 OF 2

P-1" 300K
PAGE

SUBDIVISION PLAN		MARK DOWSE & ASSOCIATES, INC.		ENGINEERS PLANNERS SURVEYORS	
DAYTONA AUTOMALL		428 N. PENINSULA DRIVE • DAYTONA BEACH, FLORIDA 32118 • (407) 258-7980		SCALE 1"=200'	
DAYTONA BEACH, FLORIDA		NOT RELEASED FOR CONSTRUCTION		DATE 8 25 97	
DATE	BY	CHKD	APP	DATE	BY

JOHN W. HARRIS, JR., P.E. 2000 S. HARRIS DRIVE RALEIGH, NC 27607 TEL: 919-876-1111 FAX: 919-876-1112		MASON, COMSTOCK & ASSOCIATES, INC. 10000 WOODHURST DRIVE RALEIGH, NC 27615 TEL: 919-876-1111 FAX: 919-876-1112
PROJECT NO. 2000-001 SHEET NO. 1 OF 1		PROJECT NAME TRUCK DEPOT
DATE: 08/20/00		SCALE: AS SHOWN

GENERAL NOTES:

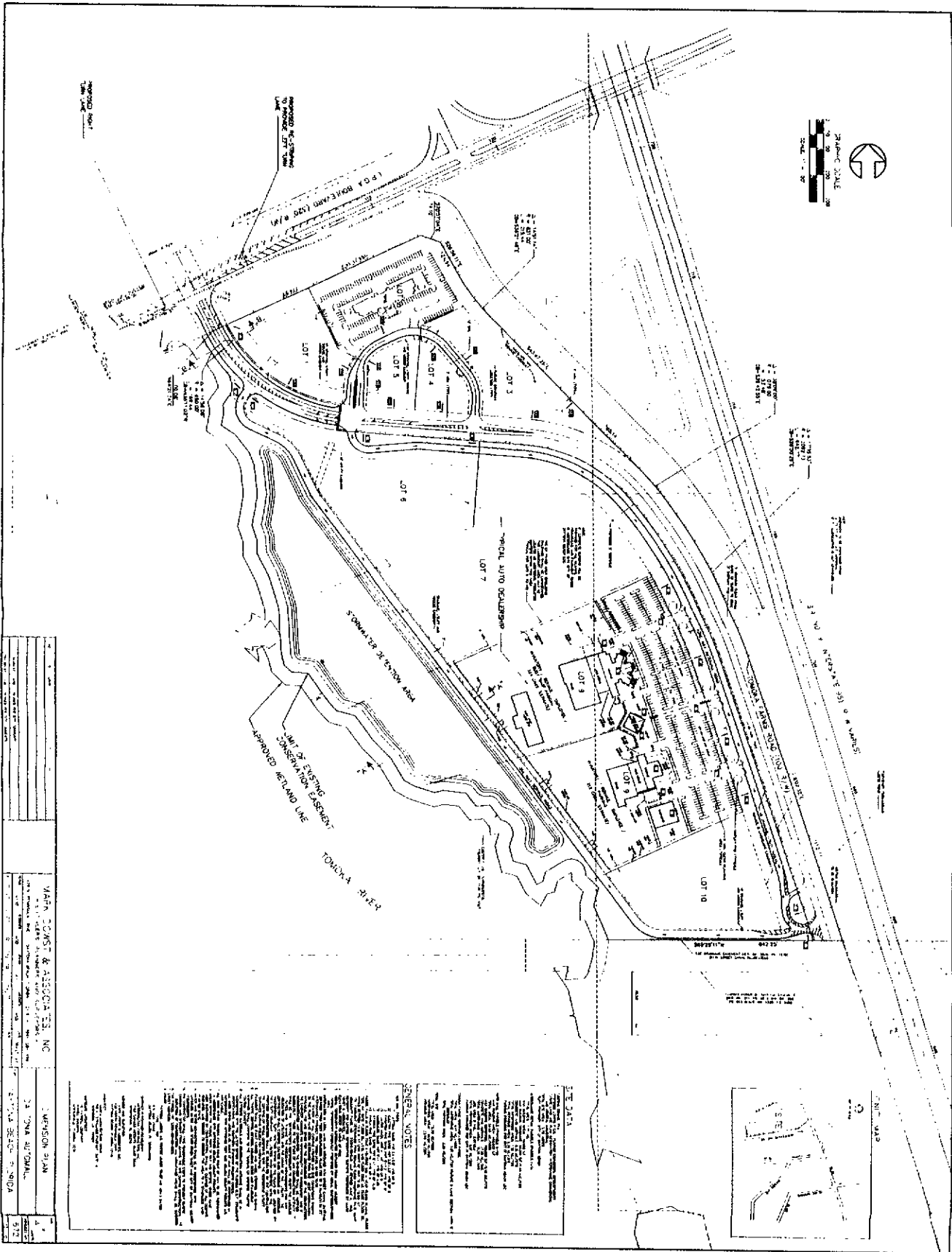
1. THE INFORMATION CONTAINED HEREIN IS THE PROPERTY OF MASON, COMSTOCK & ASSOCIATES, INC. AND IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREIN.
2. THE USER OF THIS INFORMATION ASSUMES ALL LIABILITY FOR ANY AND ALL DAMAGES, LOSSES AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, ARISING FROM ANY AND ALL USES OF THIS INFORMATION, WHETHER SUCH DAMAGES, LOSSES AND EXPENSES ARE CAUSED IN WHOLE OR IN PART BY NEGLIGENCE OR OTHERWISE.
3. THE USER OF THIS INFORMATION SHALL INDEMNIFY AND HOLD HARMLESS MASON, COMSTOCK & ASSOCIATES, INC. FROM AND AGAINST ALL SUCH DAMAGES, LOSSES AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, ARISING FROM ANY AND ALL USES OF THIS INFORMATION, WHETHER SUCH DAMAGES, LOSSES AND EXPENSES ARE CAUSED IN WHOLE OR IN PART BY NEGLIGENCE OR OTHERWISE.
4. THE USER OF THIS INFORMATION SHALL INDEMNIFY AND HOLD HARMLESS MASON, COMSTOCK & ASSOCIATES, INC. FROM AND AGAINST ALL SUCH DAMAGES, LOSSES AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, ARISING FROM ANY AND ALL USES OF THIS INFORMATION, WHETHER SUCH DAMAGES, LOSSES AND EXPENSES ARE CAUSED IN WHOLE OR IN PART BY NEGLIGENCE OR OTHERWISE.

NOTES:

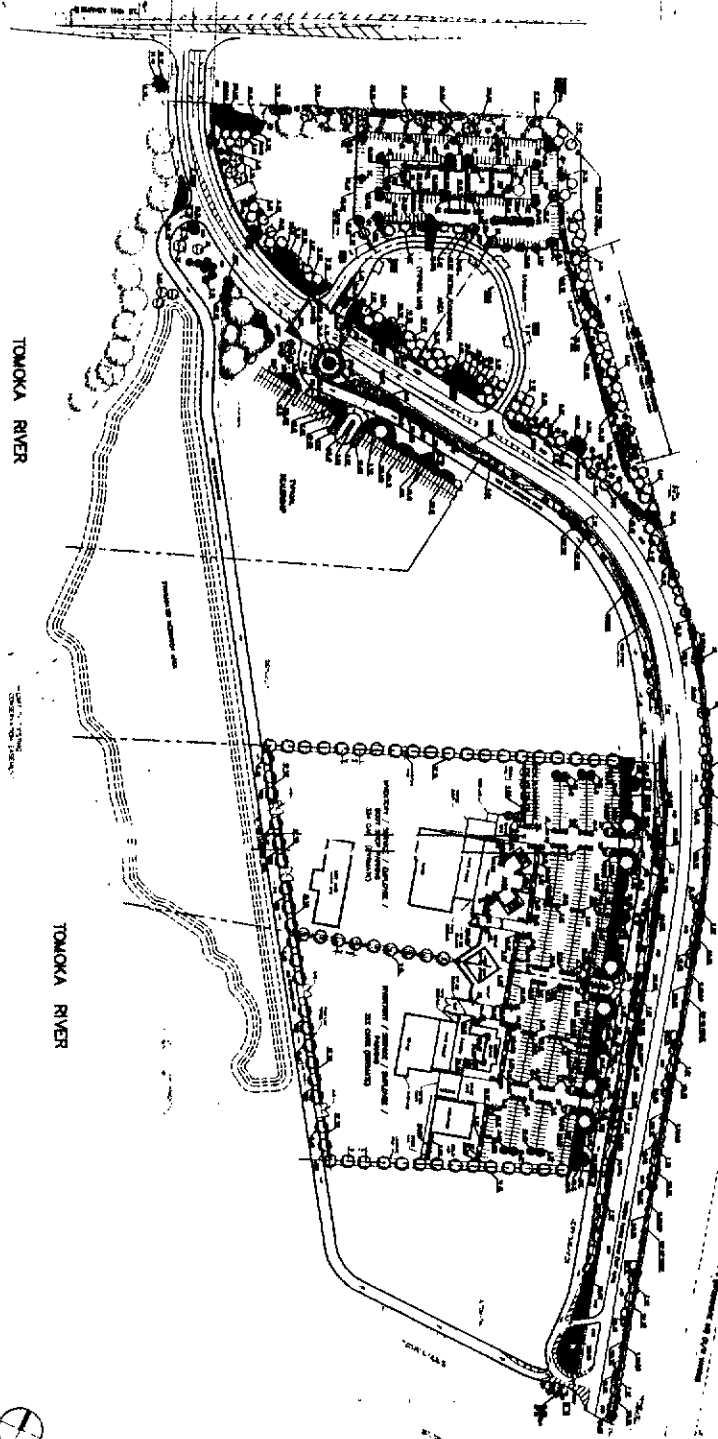
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LEGEND:

- 1. PROPOSED IMPROVEMENTS
- 2. EXISTING IMPROVEMENTS
- 3. EXISTING UTILITIES
- 4. EXISTING EASEMENTS
- 5. EXISTING RIGHT-OF-WAY
- 6. EXISTING ADJACENT PROPERTIES
- 7. EXISTING ADJACENT ROADS
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- 14. EXISTING ADJACENT ADJACENT EASEMENTS
- 15. EXISTING ADJACENT ADJACENT RIGHT-OF-WAY



24 AND 9 (PROVIDE NO) 1/7/78 (MAY)



TOMOKA RIVER

TOMOKA RIVER



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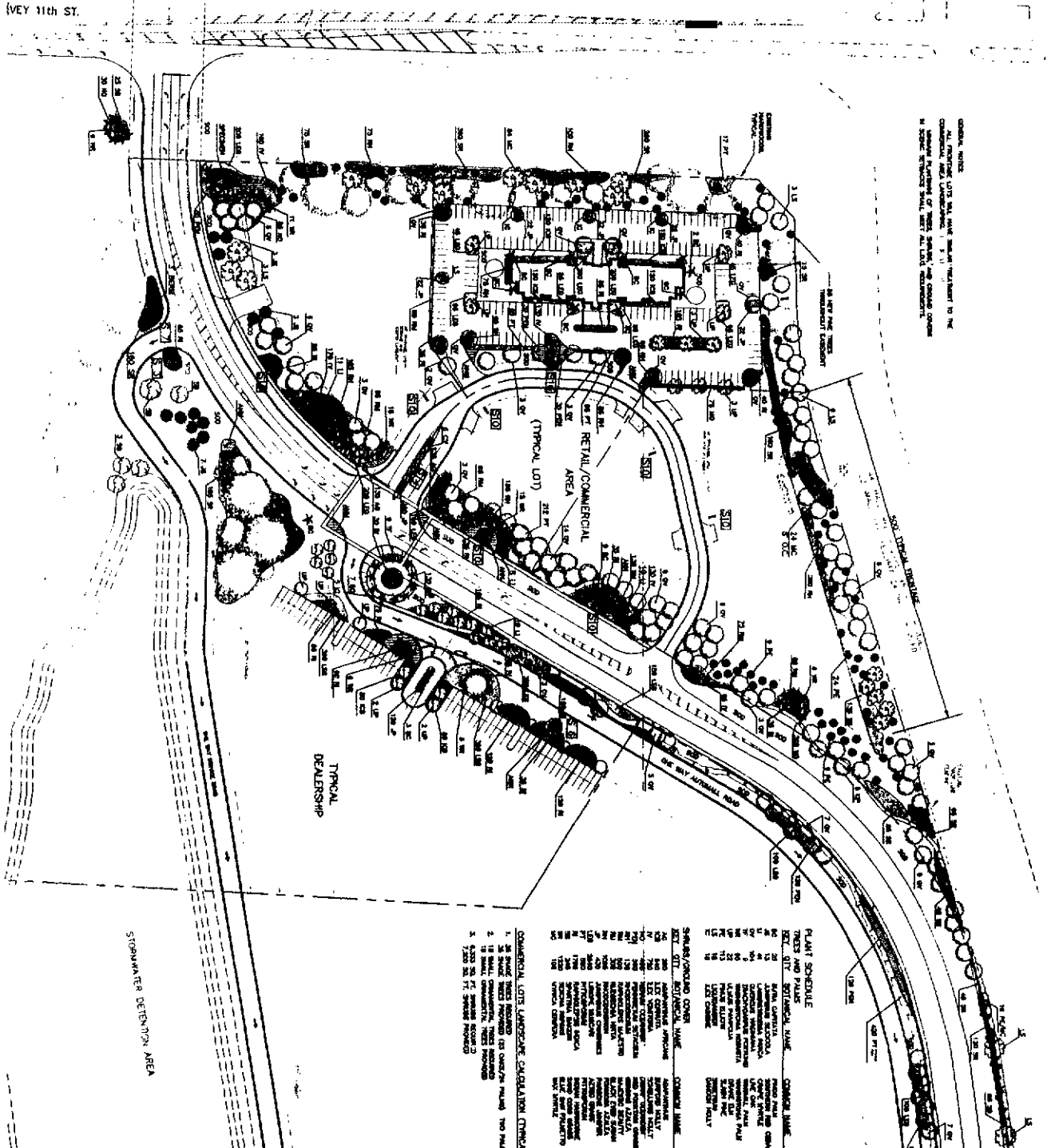
250

DATE	DESCRIPTION

DAYTONA AUTOMALL
DAYTONA BEACH, FLORIDA

THE HASKELL COMPANY
HASKELL BUILDING • JACKSONVILLE, FLORIDA 32201-1100 • 904/751-1000

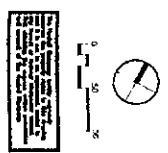
250 OF 250 SHEETS
LANDSCAPE ARCHITECT



OWNER NOTES:
1. ALL PLANTING SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF DAYTONA, FLORIDA, LANDSCAPE ARCHITECTURE SPECIFICATIONS, 2010 EDITION, SECTION 05100-10000, AND THE CITY OF DAYTONA, FLORIDA, LANDSCAPE ARCHITECTURE SPECIFICATIONS, 2010 EDITION, SECTION 05100-10000. ALL PLANTING SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF DAYTONA, FLORIDA, LANDSCAPE ARCHITECTURE SPECIFICATIONS, 2010 EDITION, SECTION 05100-10000.

- COMMERCIAL LOTS LANDSCAPE CALCULATION (TYPICAL LOT)
1. 20 PLANT TYPES PROVIDED (200 PLANTS PER TYPE) TWO PLANTS PER SQUARE YARD
 2. 10 SMALL COMMERCIAL TREES PROVIDED
 3. 1,000 20" FT. SPANNS PROVIDED

PLANT SCHEDULE	TYPICAL LOT	RETAIL/COMMERCIAL AREA	STOPWATER DETENTION AREA
1. 20 PLANT TYPES PROVIDED (200 PLANTS PER TYPE) TWO PLANTS PER SQUARE YARD	200	200	200
2. 10 SMALL COMMERCIAL TREES PROVIDED	10	10	10
3. 1,000 20" FT. SPANNS PROVIDED	1000	1000	1000



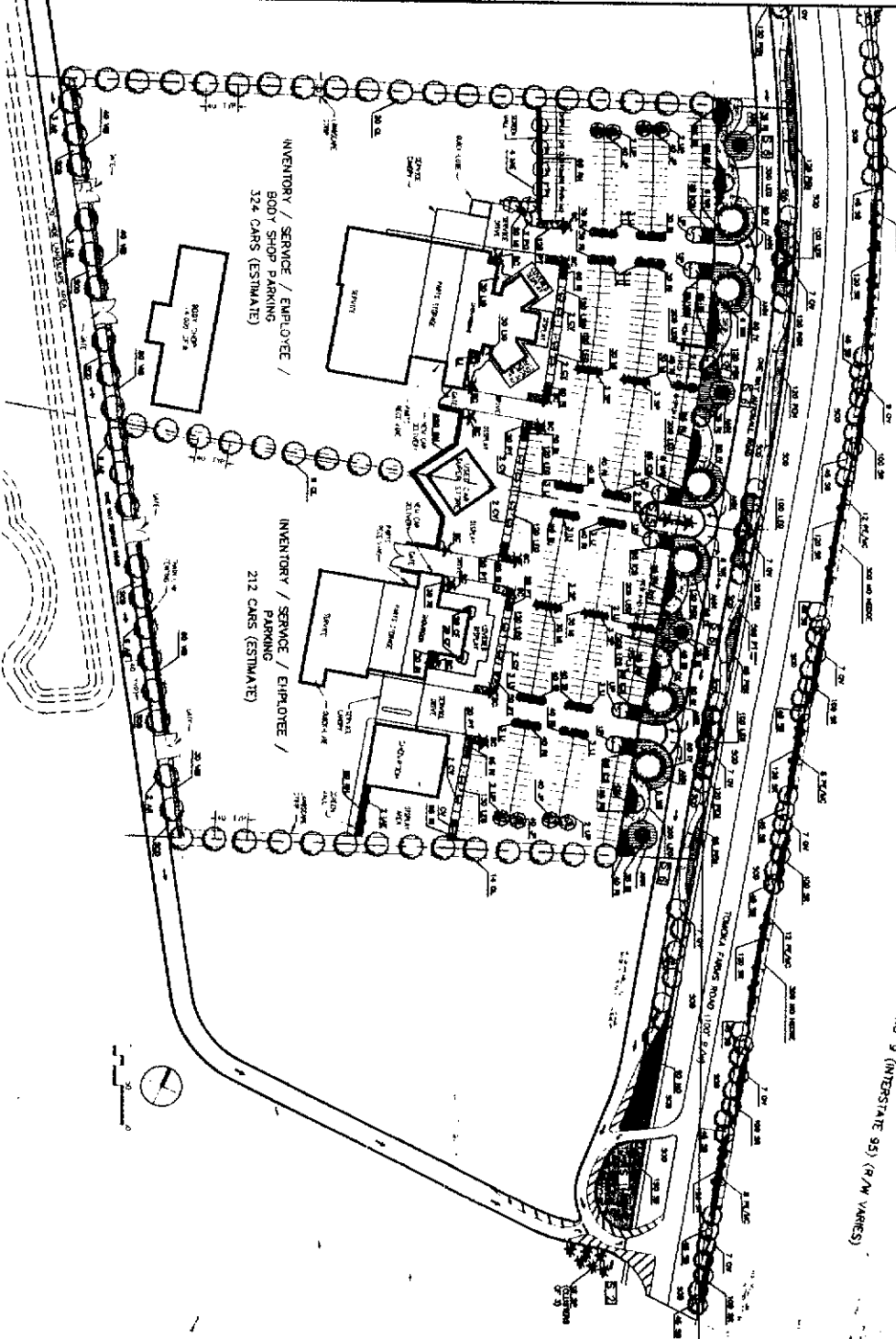
252
NORTH
LANDSCAPE
CONCEPTS
PLAN

DAYTONA AUTOMALL
DAYTONA BEACH, FLORIDA

THE HASKELL COMPANY
HASKELL COMPANY • 4000 W. UNIVERSITY BLVD. SUITE 100 • DAYTONA, FLORIDA 32117-1000

DATE: 11/11/11
LANDSCAPE ARCHITECT

S.R. NO. 9 (INTERSTATE 95) (R/W VARIES)



PLANT SCHEDULE

SYMBOL AND STATUS

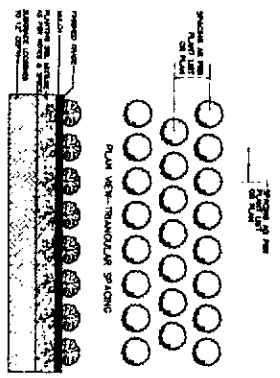
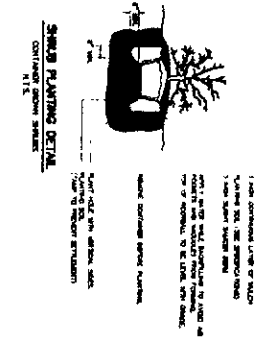
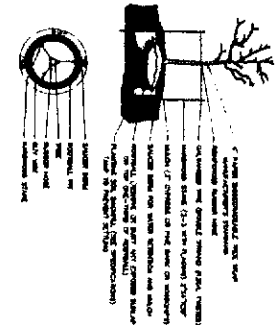
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95	95" TREE	95" TREE	95"	100
96	96" TREE	96" TREE	96"	100
97	97" TREE	97" TREE	97"	100
98	98" TREE	98" TREE	98"	100
99	99" TREE	99" TREE	99"	100
100	100" TREE	100" TREE	100"	100

SHRUBS/SPERMATOPHYTES

SYMBOL	SYMBOLICAL NAME	COMMON NAME	SIZE	QUANTITY
1	1" SHRUB	1" SHRUB	1"	100
2	2" SHRUB	2" SHRUB	2"	100
3	3" SHRUB	3" SHRUB	3"	100
4	4" SHRUB	4" SHRUB	4"	100
5	5" SHRUB	5" SHRUB	5"	100
6	6" SHRUB	6" SHRUB	6"	100
7	7" SHRUB	7" SHRUB	7"	100
8	8" SHRUB	8" SHRUB	8"	100
9	9" SHRUB	9" SHRUB	9"	100
10	10" SHRUB	10" SHRUB	10"	100
11	11" SHRUB	11" SHRUB	11"	100
12	12" SHRUB	12" SHRUB	12"	100
13	13" SHRUB	13" SHRUB	13"	100
14	14" SHRUB	14" SHRUB	14"	100
15	15" SHRUB	15" SHRUB	15"	100
16	16" SHRUB	16" SHRUB	16"	100
17	17" SHRUB	17" SHRUB	17"	100
18	18" SHRUB	18" SHRUB	18"	100
19	19" SHRUB	19" SHRUB	19"	100
20	20" SHRUB	20" SHRUB	20"	100
21	21" SHRUB	21" SHRUB	21"	100
22	22" SHRUB	22" SHRUB	22"	100
23	23" SHRUB	23" SHRUB	23"	100
24	24" SHRUB	24" SHRUB	24"	100
25	25" SHRUB	25" SHRUB	25"	100
26	26" SHRUB	26" SHRUB	26"	100
27	27" SHRUB	27" SHRUB	27"	100
28	28" SHRUB	28" SHRUB	28"	100
29	29" SHRUB	29" SHRUB	29"	100
30	30" SHRUB	30" SHRUB	30"	100
31	31" SHRUB	31" SHRUB	31"	100
32	32" SHRUB	32" SHRUB	32"	100
33	33" SHRUB	33" SHRUB	33"	100
34	34" SHRUB	34" SHRUB	34"	100
35	35" SHRUB	35" SHRUB	35"	100
36	36" SHRUB	36" SHRUB	36"	100
37	37" SHRUB	37" SHRUB	37"	100
38	38" SHRUB	38" SHRUB	38"	100
39	39" SHRUB	39" SHRUB	39"	100
40	40" SHRUB	40" SHRUB	40"	100
41	41" SHRUB	41" SHRUB	41"	100
42	42" SHRUB	42" SHRUB	42"	100
43	43" SHRUB	43" SHRUB	43"	100
44	44" SHRUB	44" SHRUB	44"	100
45	45" SHRUB	45" SHRUB	45"	100
46	46" SHRUB	46" SHRUB	46"	100
47	47" SHRUB	47" SHRUB	47"	100
48	48" SHRUB	48" SHRUB	48"	100
49	49" SHRUB	49" SHRUB	49"	100
50	50" SHRUB	50" SHRUB	50"	100
51	51" SHRUB	51" SHRUB	51"	100
52	52" SHRUB	52" SHRUB	52"	100
53	53" SHRUB	53" SHRUB	53"	100
54	54" SHRUB	54" SHRUB	54"	100
55	55" SHRUB	55" SHRUB	55"	100
56	56" SHRUB	56" SHRUB	56"	100
57	57" SHRUB	57" SHRUB	57"	100
58	58" SHRUB	58" SHRUB	58"	100
59	59" SHRUB	59" SHRUB	59"	100
60	60" SHRUB	60" SHRUB	60"	100
61	61" SHRUB	61" SHRUB	61"	100
62	62" SHRUB	62" SHRUB	62"	100
63	63" SHRUB	63" SHRUB	63"	100
64	64" SHRUB	64" SHRUB	64"	100
65	65" SHRUB	65" SHRUB	65"	100
66	66" SHRUB	66" SHRUB	66"	100
67	67" SHRUB	67" SHRUB	67"	100
68	68" SHRUB	68" SHRUB	68"	100
69	69" SHRUB	69" SHRUB	69"	100
70	70" SHRUB	70" SHRUB	70"	100
71	71" SHRUB	71" SHRUB	71"	100
72	72" SHRUB	72" SHRUB	72"	100
73	73" SHRUB	73" SHRUB	73"	100
74	74" SHRUB	74" SHRUB	74"	100
75	75" SHRUB	75" SHRUB	75"	100
76	76" SHRUB	76" SHRUB	76"	100
77	77" SHRUB	77" SHRUB	77"	100
78	78" SHRUB	78" SHRUB	78"	100
79	79" SHRUB	79" SHRUB	79"	100
80	80" SHRUB	80" SHRUB	80"	100
81	81" SHRUB	81" SHRUB	81"	100
82	82" SHRUB	82" SHRUB	82"	100
83	83" SHRUB	83" SHRUB	83"	100
84	84" SHRUB	84" SHRUB	84"	100
85	85" SHRUB	85" SHRUB	85"	100
86	86" SHRUB	86" SHRUB	86"	100
87	87" SHRUB	87" SHRUB	87"	100
88	88" SHRUB	88" SHRUB	88"	100
89	89" SHRUB	89" SHRUB	89"	100
90	90" SHRUB	90" SHRUB	90"	100
91	91" SHRUB	91" SHRUB	91"	100
92	92" SHRUB	92" SHRUB	92"	100
93	93" SHRUB	93" SHRUB	93"	100
94	94" SHRUB	94" SHRUB	94"	100
95	95" SHRUB	95" SHRUB	95"	100
96	96" SHRUB	96" SHRUB	96"	100
97	97" SHRUB	97" SHRUB	97"	100
98	98" SHRUB	98" SHRUB	98"	100
99	99" SHRUB	99" SHRUB	99"	100
100	100" SHRUB	100" SHRUB	100"	100

GRAPEVINE LOT/LANDSCAPE CALCULATIONS (TYPICAL LOT)

SYMBOL	SYMBOLICAL NAME	COMMON NAME	SIZE	QUANTITY
1	1" TREE	1" TREE	1"	100
2	2" TREE	2" TREE	2"	100
3	3" TREE	3" TREE	3"	100
4	4" TREE	4" TREE	4"	100
5	5" TREE	5" TREE	5"	100
6	6" TREE	6" TREE	6"	100
7	7" TREE	7" TREE	7"	100
8	8" TREE	8" TREE	8"	100
9	9" TREE	9" TREE	9"	100
10	10" TREE	10" TREE	10"	100
11	11" TREE	11" TREE	11"	100
12	12" TREE	12" TREE	12"	100
13	13" TREE	13" TREE	13"	100
14	14" TREE	14" TREE	14"	100
15	15" TREE	15" TREE	15"	100
16	16" TREE	16" TREE	16"	100
17	17" TREE	17" TREE	17"	100
18	18" TREE	18" TREE	18"	100
19	19" TREE	19" TREE	19"	100
20	20" TREE	20" TREE	20"	100
21	21" TREE	21" TREE	21"	100
22	22" TREE	22" TREE	22"	100
23	23" TREE	23" TREE	23"	100
24	24" TREE	24" TREE	24"	100
25	25" TREE	25" TREE	25"	100
26				

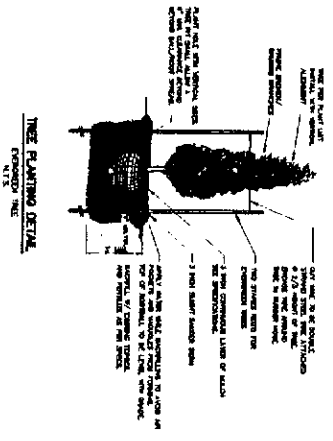


- GENERAL NOTES:**
1. ALL TREE PLANTING SHALL BE IN ACCORDANCE WITH THE FOLLOWING:
 2. ALL TREE PLANTING SHALL BE IN ACCORDANCE WITH THE FOLLOWING:
 3. ALL TREE PLANTING SHALL BE IN ACCORDANCE WITH THE FOLLOWING:
 4. ALL TREE PLANTING SHALL BE IN ACCORDANCE WITH THE FOLLOWING:
 5. ALL TREE PLANTING SHALL BE IN ACCORDANCE WITH THE FOLLOWING:
 6. ALL TREE PLANTING SHALL BE IN ACCORDANCE WITH THE FOLLOWING:
 7. ALL TREE PLANTING SHALL BE IN ACCORDANCE WITH THE FOLLOWING:

TREE PLANTING DETAIL
 N.T.S.

SHRUB PLANTING DETAIL
 N.T.S.

GROUND COVER DETAIL
 N.T.S.



SHRUB PLANTING ON SLOPES
 SCALE: 1/4" = 1'-0"

1. ALL TREE PLANTING SHALL BE IN ACCORDANCE WITH THE FOLLOWING:
2. ALL TREE PLANTING SHALL BE IN ACCORDANCE WITH THE FOLLOWING:
3. ALL TREE PLANTING SHALL BE IN ACCORDANCE WITH THE FOLLOWING:
4. ALL TREE PLANTING SHALL BE IN ACCORDANCE WITH THE FOLLOWING:
5. ALL TREE PLANTING SHALL BE IN ACCORDANCE WITH THE FOLLOWING:
6. ALL TREE PLANTING SHALL BE IN ACCORDANCE WITH THE FOLLOWING:
7. ALL TREE PLANTING SHALL BE IN ACCORDANCE WITH THE FOLLOWING:
8. ALL TREE PLANTING SHALL BE IN ACCORDANCE WITH THE FOLLOWING:
9. ALL TREE PLANTING SHALL BE IN ACCORDANCE WITH THE FOLLOWING:
10. ALL TREE PLANTING SHALL BE IN ACCORDANCE WITH THE FOLLOWING:

1. ALL TREE PLANTING SHALL BE IN ACCORDANCE WITH THE FOLLOWING:
2. ALL TREE PLANTING SHALL BE IN ACCORDANCE WITH THE FOLLOWING:
3. ALL TREE PLANTING SHALL BE IN ACCORDANCE WITH THE FOLLOWING:
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6. ALL TREE PLANTING SHALL BE IN ACCORDANCE WITH THE FOLLOWING:
7. ALL TREE PLANTING SHALL BE IN ACCORDANCE WITH THE FOLLOWING:
8. ALL TREE PLANTING SHALL BE IN ACCORDANCE WITH THE FOLLOWING:
9. ALL TREE PLANTING SHALL BE IN ACCORDANCE WITH THE FOLLOWING:
10. ALL TREE PLANTING SHALL BE IN ACCORDANCE WITH THE FOLLOWING: