

**Instrument prepared by:**

Chadwick E. Crews. Esq.  
Shutts & Bowen LLP  
300 South Orange Avenue  
Suite 1600  
Orlando, Florida 32801  
(407) 423-3200

**Return recorded original to:**

Real Estate Management Division  
of Orange County, Florida  
P.O. Box 1393  
Orlando, Florida 32802-1393

**Property Appraiser's Parcel Identification Number:**

a portion of 33-23-27-2739-06-006, 33-23-27-2738-00-033, and 33-23-27-2735-10-000

**Cross Reference:** Official Records Book 10908, Page 8471

**Project:** Magnolia Estates CAI-13-02-002 (Highlands at Summerlake)  
CAI-21-04-025

**THIS IS A DONATION**

**SUPPLEMENTAL CONSERVATION AND ACCESS EASEMENT**

This SUPPLEMENTAL CONSERVATION AND ACCESS EASEMENT (this "SUPPLEMENT") is made as of the date signed below by **SUMMERLAKE GROVES COMMUNITY ASSOCIATION, INC.** a Florida not for profit corporation, whose address is 1600 W. Colonial Drive, Orlando, Florida 32804 ("GRANTOR"), in favor of **ORANGE COUNTY**, a charter county and a political subdivision of the State of Florida, whose address is Post Office Box 1393, Orlando, Florida 32802-1393 ("GRANTEE").

**WITNESSETH:**

**WHEREAS**, GRANTOR is the successor in interest and solely owns in fee simple certain real property in Orange County, Florida (the "PROPERTY"), more particularly described in Exhibit "A" of that certain Conservation and Access Easement dated November 3, 2014, and

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recorded as Official Records Book 10908, Page 8471, Public Records of Orange County, Florida (the "EASEMENT"); and

**WHEREAS**, the PROJECT and the PROJECT SITE, both as defined in the EASEMENT, are subject to the regulatory jurisdiction of Orange County; and

**WHEREAS**, Conservation Area Impact Permit No. CAI-13-02-002, was modified and replaced by CAI Permit Modification (CAI-21-04-025) (the "PERMIT") authorizes certain activities that affect waters and wetlands of the County and the State of Florida; and

**WHEREAS**, the PERMIT requires that the EASEMENT be supplemented, as provided in this SUPPLEMENT; and

**WHEREAS**, the PERMIT requires that GRANTOR preserve, enhance, restore or mitigate wetlands or uplands under the jurisdiction of Orange County; and

**WHEREAS**, GRANTOR desires to preserve the PROPERTY in its natural condition, as that may be altered in accordance with the PERMIT, in perpetuity; and

**WHEREAS**, the GRANTEE's right to access to the PROPERTY through a portion of the PROJECT SITE, as more particularly set forth in the EASEMENT, remains unaffected by this SUPPLEMENT.

**NOW, THEREFORE**, in consideration of the above and the mutual covenants, terms, conditions and restrictions contained herein, and pursuant to the provisions of Section 704.06, Florida Statutes (2013), GRANTOR and GRANTEE hereby agree to supplement the EASEMENT to comply with the terms of the PERMIT to the extent hereinafter set forth. GRANTOR fully warrants title to said PROPERTY and will warrant and defend the same against the lawful claims of all persons whomsoever.

**Section 1. Purpose.** The purpose of this SUPPLEMENT is to supplement the terms of the EASEMENT to assure that the PROPERTY will be retained forever in its existing natural condition, as that may be altered in accordance with the PERMIT, and to prevent any use of the PROPERTY that will impair or interfere with the environmental value of the PROPERTY. Those wetland and upland areas included in the EASEMENT that are to be enhanced, restored, or created pursuant to the PERMIT shall be retained and maintained in the enhanced, restored, or created conditions required by the PERMIT. All terms of the EASEMENT not modified or supplemented by this SUPPLEMENT shall remain in full force and effect.

**Section 2. Prohibited Uses.** Except for restoration, creation, enhancement, maintenance and monitoring activities, or surface water management improvements, which are specifically authorized or required by the PERMIT, any activity on or use of the PROPERTY inconsistent with the EASEMENT's purpose is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited:



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- (a) Constructing or placing buildings, roads, signs, billboards or other advertising, utilities or other structures on or above the ground.
- (b) Dumping or placing soil or other substance or material as landfill or dumping or placing of trash, waste, or unsightly or offensive materials.
- (c) Removing or destroying trees, shrubs, or other vegetation.
- (d) Excavating, dredging or removing loam, peat, gravel, soil, rock, or other material substances in such a manner as to affect the surface.
- (e) Surface use, except for purposes that permit the land or water area to remain predominantly in its natural condition.
- (f) Activities detrimental to drainage, flood controls, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation.
- (g) Acts or uses detrimental to such retention of land or water areas.
- (h) Acts or uses detrimental to the preservation of the structural integrity or physical appearance of sites or properties of historical, architectural, archaeological, or cultural significance.

**Section 3. Reserved Rights.** The EASEMENT is hereby supplemented to provide that GRANTOR reserves unto itself, and its successors and assigns, all rights accruing from its ownership of the PROPERTY, including the right to engage in or permit or invite others to engage in all uses of the PROPERTY, which are not expressly prohibited herein and are not inconsistent with the purpose of the EASEMENT, as supplemented by this SUPPLEMENT, and the PERMIT. Specifically, Grantor reserves unto itself, and its successors and assigns, the right to construct and maintain one (1) boardwalk, necessary to access a dock, on each of the parcels of real property more particularly described in **Exhibit "1"** attached hereto and incorporated herein by reference (collectively, the "LOTS"). GRANTOR, and its successors and assigns, shall avoid and minimize to the fullest extent practicable impacts to the PROPERTY. This reservation does not release the GRANTOR, and its successors and assigns, from the duty of obtaining all necessary Orange County, State of Florida and/or federal permits, and/or any sovereign land approvals for the construction, installation, placement, maintenance and/or repair of docks and/or associated access boardwalks.

**Section 4. Public Access.** No right or access by the general public to any portion of the PROPERTY is conveyed by the EASEMENT, as supplemented by this SUPPLEMENT.

**Section 5. Rights of GRANTEE.** To accomplish the purposes stated herein, GRANTOR conveys the following rights to GRANTEE:

- (a) The right of access granted pursuant to Section 5(a) of the EASEMENT is unaffected by this SUPPLEMENT.

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(b) To enter upon and inspect the PROPERTY in a reasonable manner and at reasonable times to determine if activities and uses thereon are in compliance with this EASEMENT, as supplemented by this SUPPLEMENT, and / or to perform, or require to be performed, any restoration, creation, enhancement, maintenance and monitoring activities, or surface water improvements which are specifically authorized or required by the PERMIT.

(c) To proceed at law or in equity to enforce the provisions of the EASEMENT, as supplemented by this SUPPLEMENT, and the covenants set forth herein to prevent the occurrence of any of the prohibited activities set forth herein, and / or require the restoration of areas or features of the PROPERTY that may be damaged by any activity inconsistent with the EASEMENT, as supplemented by this SUPPLEMENT.

**Section 6. GRANTEE's Discretion.** GRANTEE may enforce the terms of the EASEMENT, as supplemented by this SUPPLEMENT, at its discretion, but if GRANTOR breaches any term of the EASEMENT, as supplemented by this SUPPLEMENT, and GRANTEE does not exercise its rights under the EASEMENT, as supplemented by this SUPPLEMENT, GRANTEE's forbearance shall not be construed to be a waiver by GRANTEE of such term, or of any subsequent breach of the same, or any other term of the EASEMENT, as supplemented by this SUPPLEMENT, or of any of the GRANTEE's rights under the EASEMENT, as supplemented by this SUPPLEMENT. No delay or omission by GRANTEE in the exercise of any right or remedy upon any breach by GRANTOR shall impair such right or remedy or be construed as a waiver. GRANTEE shall not be obligated to GRANTOR, or to any other person or entity, to enforce the provisions of the EASEMENT, as supplemented by this SUPPLEMENT.

**Section 7. GRANTEE's Liability.** GRANTOR will assume all liability for any injury or damage to the person or property of third parties that may occur on the PROPERTY. Neither GRANTOR, nor any person or entity claiming by or through GRANTOR, shall hold GRANTEE liable for any damage or injury to person or personal PROPERTY that may occur on the PROPERTY.

**Section 8. Acts Beyond GRANTOR's Control.** Nothing contained in the EASEMENT, as supplemented by this SUPPLEMENT, shall be construed to entitle GRANTEE to bring any action against GRANTOR for any injury to or change in the PROPERTY resulting from natural causes beyond GRANTOR's control, including, without limitation, fire, flood, storm and earth movement, or from any action taken by GRANTOR under emergency conditions to prevent, abate or mitigate significant injury to the PROPERTY resulting from such causes.

**Section 9. Recordation.** GRANTOR shall record this SUPPLEMENT in timely fashion in the Official Records of Orange County, Florida, and shall rerecord it at any time GRANTEE may require to preserve its rights. GRANTOR shall pay all recording costs and taxes necessary to

record this SUPPLEMENT in the public records. GRANTOR will hold GRANTEE harmless from any recording costs or taxes necessary to record this SUPPLEMENT in the public records.



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**Section 10. Successors.** The covenants, terms, conditions and restrictions of the EASEMENT, as supplemented by this SUPPLEMENT, shall be binding upon, and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors and assigns and shall continue as a servitude running in perpetuity with the PROPERTY.

**Section 11. Amendment.** The terms of the EASEMENT, except as supplemented by this SUPPLEMENT, are hereby incorporated herein by reference. In the event of any conflict between the terms of this SUPPLEMENT and the EASEMENT, the terms of this SUPPLEMENT shall control.

[Signatures Appear on Following Pages]



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Signature of TWO witnesses and their mailing  
addresses are required by Florida law, F.S. 695.26

WITNESS #1

Karen M. Marcell  
Signature

Karen m marcell  
Print Name

Mailing Address: 300 n maitland Ave  
City: maitland State: FL  
Zip Code: 32817

Summerlake Groves Community Association, Inc.,  
a Florida not for profit corporation

By: Doyle Williams

Doyle Williams, President

Mailing Address: 1600 West Colonial Drive  
City: Orlando State: Florida  
Zip Code: 32804

WITNESS #2

Dustin Denman  
Signature

Dustin Denman  
Print Name

Mailing Address: 300 N. Maitland Avenue  
City: Maitland State: FL  
Zip Code: 32751

STATE OF Florida  
COUNTY OF orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this  
29th day of October, 2025, by Doyle Williams, as President, of Summerlake Groves Community  
Association, Inc., a Florida not for profit corporation, on behalf of the corporation. The individual ☐ is personally  
known to me or ☒ has produced driver's license as identification.

(Notary Stamp)

Rachel O. Cooperman  
Notary Signature  
Rachel O. Cooperman  
Print Notary Name  
Notary Public of: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_



Rachel O. Cooperman  
Comm.: HH 310108  
Expires: Sep. 8, 2026  
Notary Public - State of Florida



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**SUMMERLAKE GROVES COMMUNITY ASSOCIATION, INC., A FLORIDA NOT  
FOR PROFIT CORPORATION JOINDER AND CONSENT TO SUPPLEMENTAL  
CONSERVATION AND ACCESS EASEMENT**

The undersigned hereby certifies that it has been granted certain easement rights by virtue of that certain declaration as listed below:

<b>Title of Declaration</b>	<b>Date of Recording</b>	<b>Recording Reference</b>
Community Declaration for Summerlake Groves	October 30, 2014	Official Records Book 10828, Page 538
Assignment and Assumption of Declarant Party's Rights Under Community Declaration for Summerlake Groves	November 5, 2014	Official Records Book 10831, Page 816
First Amendment to Community Declaration for Summer Groves	April 21, 2015	Official Records Book 10906, Page 5196
Second Amendment to Community Declaration for Summerlake Groves	July 29, 2015	Official Records Book 10959, Page 2133
Third Amendment to Community Declaration for Summerlake Groves	November 5, 2015	Official Records Book 11009, Page 1198
Second Amendment to the Bylaws of Summerlake Groves Community Association, Inc. (A Florida Not For Profit Corporation)	January 5, 2018	Official Records Document No. 20180011091
Fourth Amendment to Community Declaration for Summerlake Groves	August 13, 2019	Official Records Document No. 20190500745
Fifth Amendment to Community Declaration for Summer Groves	March 27, 2020	Official Records Document No. 20200195709
Certificate of Amendments to the Rules and Regulations for Summerlake Groves Community Association, Inc.	November 18, 2020	Official Records Document No. 20200603259
Supplemental Declaration of Community Declaration for Summerlake Groves	March 24, 2021	Official Records Document No. 20210170113
Certificate of Amendments to the Rules and Regulations for Summerlake Groves Community Association, Inc.	January 17, 2025	Official Records Document No. 20250034367

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and recorded in the Public Records of Orange County, Florida (collectively the “**Declaration**”), and that the undersigned hereby joins in and consents to the execution and recording of the foregoing supplemental conservation and access easement and agrees that such supplemental conservation and access easement shall constitute a valid and lasting encumbrance on the easement area described herein notwithstanding anything in the Declaration to the contrary.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

*{Signature on following page}*



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IN WITNESS WHEREOF, the undersigned has duly executed this Summerlake Groves Community Association, Inc., a Florida not for profit corporation Joinder and Consent to Supplemental Conservation and Access Easement as of the date of the signature set forth below.

Signature of **TWO** witnesses and their mailing addresses are required by Florida law, F.S. 695.26

WITNESS #1  
Karen M. Marcell  
Signature  
Karen m marcell  
Print Name

Summerlake Groves Community Association, Inc.,  
a Florida not for profit corporation

By: Doyle Williams  
Doyle Williams, President

Mailing Address: 300 n maitland Ave  
City: maitland State: FL  
Zip Code: 32817

Mailing Address: 1600 West Colonial Drive  
City: Orlando State: Florida  
Zip Code: 32804

WITNESS #2  
Dustin Denman  
Signature  
Dustin DENMAN  
Print Name

Mailing Address: 300 N. Maitland Avenue  
City: Maitland State: FL  
Zip Code: 32781

STATE OF Florida  
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 24th day of October, 2025, by Doyle Williams, as President, of Summerlake Groves Community Association, Inc., a Florida not for profit corporation, on behalf of the corporation. The individual ☐ is personally known to me or ☒ has produced driver's license as identification.

(Notary Stamp)

Rachel O. Cooperman  
Notary Signature  
Rachel O. Cooperman  
Print Notary Name  
Notary Public of: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_



Rachel O. Cooperman  
Comm.: HH 310108  
Expires: Sep. 8, 2026  
Notary Public - State of Florida



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**"COUNTY"**

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners

By: \_\_\_\_\_

Jerry L. Demings  
Orange County Mayor

Date: \_\_\_\_\_

**ATTEST:**

Phil Diamond, CPA, County Comptroller  
As Clerk of the Board of County Commissioners

By: \_\_\_\_\_

Deputy Clerk

\_\_\_\_\_  
Printed Name



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**Exhibit "1"**

LOTS

LOTS 294 THROUGH 296 AND A PORTION OF TRACT CC, HIGHLANDS AT SUMMERLAKE GROVES PHASE 3B, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 100, PAGES 16 THROUGH 20, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, LYING IN SECTION 33, TOWNSHIP 23 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF LOT 297 OF SAID HIGHLANDS AT SUMMERLAKE GROVES PHASE 3B; THENCE ALONG THE NORTH LINE OF LOT 296 OF SAID HIGHLANDS AT SUMMERLAKE GROVES PHASE 3B THE FOLLOWING (4) FOUR COURSES AND DISTANCES: N75°33'15"E, A DISTANCE OF 14.40 FEET; THENCE N63°56'17"E, A DISTANCE OF 55.05 FEET; THENCE N59°59'32"E, A DISTANCE OF 63.87 FEET; THENCE N85°08'16"E, A DISTANCE OF 84.31 FEET; THENCE DEPARTING SAID NORTH LINE OF LOT 296 RUN N90°00'00"E, A DISTANCE OF 727.44 FEET TO A POINT ON THE EAST LINE OF HIGHLANDS AT SUMMERLAKE GROVES PHASE 3B; THENCE ALONG THE EAST AND SOUTH LINE OF SAID HIGHLANDS AT SUMMERLAKE GROVES PHASE 3B, THE FOLLOWING (3) THREE COURSES AND DISTANCES: S50°03'18"E, A DISTANCE OF 449.71 FEET; THENCE S89°44'32"W, A DISTANCE OF 903.03 FEET; THENCE S89°40'37"W, A DISTANCE OF 307.42 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF THE AFOREMENTIONED LOT 294 OF HIGHLANDS AT SUMMERLAKE GROVES PHASE 3B; THENCE ALONG THE SOUTHWESTERLY LINE OF LOT 294 RUN, N39°47'44"W, A DISTANCE OF 35.11 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF SWEET LEMON WAY, BEING A 50.00 FOOT RIGHT OF WAY, AS SHOWN ON SAID PLAT OF HIGHLANDS AT SUMMERLAKE GROVES PHASE 3B, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 75.00 FEET, A CENTRAL ANGLE OF 50°31'39", A CHORD BEARING OF N24°56'27"E AND A CHORD DISTANCE OF 64.02 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 66.14 FEET TO THE POINT OF TANGENCY; THENCE CONTINUE ALONG SAID EASTERLY RIGHT OF WAY LINE, N00°19'23"W, A DISTANCE OF 70.71 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 104°07'22", A CHORD BEARING OF N52°23'04"W AND A CHORD DISTANCE OF 78.87 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 90.86 FEET TO THE POINT OF NON-TANGENCY AND ALSO A POINT ON THE EAST LINE OF AFOREMENTIONED LOT 297; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE, N14°26'45"W, ALONG SAID EAST LINE OF LOT 297, A DISTANCE OF 24.57 FEET TO THE POINT OF BEGINNING.

Together with:

LOTS 340 THROUGH 350 AND A PORTION OF TRACT FF, HIGHLANDS AT SUMMERLAKE GROVES PHASE 3C, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK

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102, PAGES 104 THROUGH 107, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, LYING IN SECTION 33, TOWNSHIP 23 SOUTH, RANGE 27 EAST, ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
BEGIN AT THE NORTHEAST CORNER OF LOT 350 OF SAID HIGHLANDS AT SUMMERLAKE GROVES PHASE 3C; THENCE ALONG THE EAST LINE OF SAID HIGHLANDS AT SUMMERLAKE GROVES PHASE 3C, ALSO BEING THE WEST LINE OF RAVENNA PHASE 5, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 107, PAGES 116 THROUGH 118, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, S00°04'09"W, A DISTANCE OF 1502.72 FEET; THENCE DEPARTING SAID EAST LINE AND SAID WEST LINE OF RAVENNA PHASE 5, RUN ALONG THE SOUTHERLY LINE OF AFOREMENTIONED HIGHLANDS AT SUMMERLAKE GROVES PHASE 3C N50°03'18"W, A DISTANCE OF 1063.96 FEET; THENCE DEPARTING SAID EAST AND SOUTHERLY LINE, RUN N14°46'09"W, A DISTANCE OF 428.01 FEET TO A POINT ON THE WESTERLY LINE OF LOT 340 OF SAID HIGHLANDS AT SUMMERLAKE GROVES PHASE 3C; THENCE ALONG THE SAID WESTERLY LINE THE FOLLOWING (4) FOUR COURSES AND DISTANCES: N13°55'32"W, A DISTANCE OF 23.46 FEET; THENCE N08°56'27"E, A DISTANCE OF 76.17 FEET; THENCE N31°36'12"E, A DISTANCE OF 92.37 FEET; THENCE S60°22'24"E, A DISTANCE OF 24.21 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF SUNSTAR WAY, A 50.00 FOOT RIGHT OF WAY, AS SHOWN ON SAID PLAT OF HIGHLANDS AT SUMMERLAKE GROVES PHASE 3C, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 109°23'08", A CHORD BEARING OF S25°03'57"E AND A CHORD DISTANCE OF 81.61 FEET; THENCE ALONG THE SOUTHERLY RIGHT OF WAY LINE OF SUNSTAR WAY THE FOLLOWING (6) SIX COURSES AND DISTANCES: RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 95.46 FEET TO THE POINT OF TANGENCY; THENCE S79°45'31"E, A DISTANCE OF 143.29 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 225.00 FEET, A CENTRAL ANGLE OF 60°30'51", A CHORD BEARING OF N69°59'04"E AND A CHORD DISTANCE OF 226.75 FEET; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 237.64 FEET TO THE POINT OF TANGENCY; THENCE N39°43'39"E, A DISTANCE OF 189.35 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 325.00 FEET, A CENTRAL ANGLE OF 50°20'30", A CHORD BEARING OF N64°53'54"E AND A CHORD DISTANCE OF 276.46 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 285.55 FEET TO THE POINT OF TANGENCY; THENCE S89°55'51"E, A DISTANCE OF 90.99 FEET TO THE POINT OF BEGINNING.