

This Instrument Prepared by and after recording return to:
Steven R. Parson, Esq.
Shutts & Bowen LLP
525 Okeechobee Blvd., Suite 1100.
West Palm Beach, FL 33401

SPACE ABOVE THIS LINE FOR PROCESSING DATA

SPACE ABOVE THIS LINE FOR PROCESSING DATA

PEDESTRIAN ACCESS AGREEMENT

THIS PEDESTRIAN ACCESS AGREEMENT (this "**Agreement**") is made this 10 day of August, 2021, by and among PULTE HOME COMPANY, LLC, a Michigan limited liability company, its successors and assigns ("**Pulte**"), whose mailing address is 24311 Walden Center Drive, Suite 300, Bonita Springs, FL 34134, SAGE COMMUNITIES 1, LLC, a Florida limited liability company ("**Sage**"), whose mailing address is 6810 International Center Blvd., Fort Myers, FL 33912.

WHEREAS, Pulte is the owner of the land more particularly described on Exhibit "A" attached hereto and made a part hereof (hereinafter referred to as the "**Pulte Property**"); and

WHEREAS, Sage is the owner of the land more particularly described on Exhibit "B" attached hereto and made a part hereof (hereinafter referred to as the "**Sage Property**"); and

WHEREAS, Pulte intends to create a homeowners association to operate the overall Pulte Property ("**Master Association**"); and

WHEREAS, the parties hereto desire to enter into this Agreement in order to acknowledge their respective rights and obligations with respect to pedestrian access in and through the Pulte Property.

NOW, THEREFORE, in consideration of the premises and covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The foregoing recitals are true and are incorporated herein by reference.
2. Pulte hereby grants residents of the residential community to be developed in the Sage Property a pedestrian access easement in and through the Pulte Property. Within the Pulte Property, pedestrian access shall be limited to those areas designated for pedestrians and shall be subject to applicable provisions of the governing documents for the Master Association. Pedestrian access in and through the Pulte Property shall be through a pedestrian gate system to be constructed by Pulte. Access through the pedestrian gate system shall be by use of a "fob" or other means of access ("**Access Item**"). The Master Association shall provide Sage with Access Items at a reasonable cost (not to exceed the amount charged to residents of the Pulte Property). Residents in the Sage Property who wish to exercise the pedestrian access rights set forth herein shall be required to obtain Access Items from Sage, subject to the requirement that Sage provide the Master Association with the names and addresses of residents in the Sage Property who have obtained such Access Items.

3. This Agreement is terminable only by an instrument executed by both: (i) Sage; and (ii) Pulte or the Master Association, and upon the recordation of such instrument of termination of this Agreement in the Public Records of Lee County, Florida.

4. This Agreement may not be modified except by written instrument executed by (i) Sage; and (ii) Pulte or the Master Association. This Agreement shall be deemed automatically assigned by Pulte to the Master Association by the recording of a declaration of covenants for the Pulte Property in the Public Records of Lee County, Florida, and the Master Association shall thereupon assume the obligations of Pulte hereunder arising from and after the date of such assignment, whereupon Pulte shall be released of all further obligations under this Agreement arising after the date of such assignment (with the exception that Pulte shall remain obligated to initially construct the pedestrian gate system).

5. In the event of a breach of any of the covenants or agreements set forth in this Agreement, Pulte and the Master Association and, where applicable, Sage shall be entitled to any and all remedies available at law or in equity, including, but not limited to, the equitable remedies of specific performance or mandatory or prohibitory injunction issued by a court of appropriate jurisdiction. It is agreed that in the event it becomes necessary for either Pulte, the Master Association or Sage to defend or institute legal proceedings as the result of the failure of either to comply with the terms, covenants, agreements and conditions of this Agreement, it is understood and agreed that the prevailing party in such litigation shall be entitled to be reimbursed by the non-prevailing party for all costs incurred or expended in connection therewith, including, but not limited to, reasonable attorneys' fees, expert witness fees and court costs through all trial and appellate levels. This Agreement shall be governed by the laws of the State of Florida without regard to concepts of choice of laws and venue for any action with respect to this Agreement shall be in Lee County, Florida.

6. This Agreement shall not be construed, expressly or by implication, as a dedication to the public for public use.

7. Pulte, the Master Association and Sage shall execute, acknowledge and deliver and cause to be done, executed, acknowledged and delivered all such further acts, assignments, transfers and assurances as shall reasonably be requested of it in order to carry out this Agreement and give effect thereto.

8. Any notice or demand required or permitted hereunder shall be in writing, may be delivered personally or sent by certified mail with postage prepaid, or by reputable courier service with charges prepaid, to the address first above specified, or such other address in the United States of America as such party may designate in a notice to the other party given in the manner described herein. Any notice or demand hereunder shall be deemed given when received. Any notice or demand which is rejected, the acceptance of delivery of which is refused or which is incapable of being delivered for any reason whatsoever at the address specified herein or such other address as may be designated pursuant hereto shall be deemed received as of the date of attempted delivery.

9. No waiver of any of the provisions of this Agreement shall be effective unless in writing, signed by the party against whom it is asserted and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.

10. This Agreement shall become effective upon its recording in the Public Records of Lee County, Florida. The conditions and covenants set forth herein are intended to be, and shall be construed as, covenants running with the land and shall be binding upon and inure to the benefit of the owners of the Pulte Property and the Sage Property, and the Master Association.

11. This Agreement has been drafted following due negotiation by both parties and their respective representatives and fairly and accurately reflects the intent of the parties with regard to the terms and conditions of this Agreement. Accordingly, all parties agree that this Agreement shall not be construed for or against any party, but rather solely on the plain meaning of the contents hereof. None of the parties hereto shall be considered to be the drafter of this Agreement or any provision hereof for the purpose of any statute, case law or rule of interpretation or construction that would or might cause any provision to be construed against the drafter hereof. Each party has had or has been advised to seek legal advice by an attorney of their own choice prior to the execution of this Agreement. Each party fully understands the facts and has been informed fully as to their legal rights and obligations. Each party is signing or has signed this Agreement freely and voluntarily and with full knowledge of the possible implications hereof.

[Signature Page Follows]

IN WITNESS WHEREOF, Pulte and Sage have each executed this Agreement on the date first written above.

WITNESSES:

PULTE:

Pat Butler
Print Name: PAT BUTLER

PULTE HOME COMPANY, LLC,
a Michigan limited liability company

By: *Naomi Robertson*
Name: Naomi Robertson
Title: Director of Finance

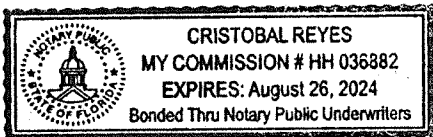
W. Reyes
Print Name: Cristobal Reyes

STATE OF FLORIDA)
) SS:
COUNTY OF Lee)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 9th day of August, 2021, by Naomi Robertson, as Director of Finance of Pulte Home Company, LLC, a Michigan limited liability company, on behalf of the company, who is personally known to me or has produced _____ as identification.

[Notary Seal]

W. Reyes
Notary Public, State of Florida
Printed Name: Cristobal Reyes



WITNESSES:

Susan Janeen Jones
Print Name: SUSAN JANEEN JONES
Krist Denny
Print Name: Krist Denny

SAGE:

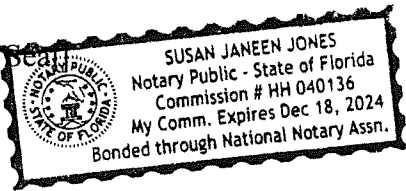
SAGE COMMUNITIES 1, LLC,
a Florida limited liability company

By: [Signature]
Name: Randy Thibault
Title: MANAGER

STATE OF FLORIDA)
) SS:
COUNTY OF Lee)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 10 day of August, 2021, by Randy Thibault, as manager of Sage Communities 1, LLC, a Florida limited liability company, on behalf of the company, who is personally known to me or has produced _____ as identification.

[Notary Seal]



Susan Janeen Jones
Notary Public, State of Florida
Printed Name: Susan Janeen Jones

EXHIBIT "A"**Pulte Property**

Parcel in
Sections 17, 19 and 20, Township 43 South, Range 25 East
Lee County, Florida

A tract or parcel of land lying in Sections 17, 19 and 20, Township 43 South, Range 25 East, Lee County, Florida, said tract or parcel of land being more particularly described as follows:

Beginning at the Southwest corner said Section 17 run $N00^{\circ}06'34''W$ along the West line of the Southwest Quarter (SW 1/4) of said Section 17 for 1,802.86 to an intersection with the Southwesterly line of the Seaboard Coast Line Railroad as described in Deed Book 17, Pages 248 and 249, Lee County Records; thence run $S45^{\circ}46'33''E$ along said Southwesterly line for 4,463.79 feet to an intersection with the South line of the Northwest quarter (NW 1/4) of the Northeast Quarter (NE 1/4) of said Section 20; thence run $N89^{\circ}35'12''E$ along the South line of said Fraction for 14.23 feet to an intersection with the Westerly line of the Seaboard Coast Line Railroad, as described in Deed Book 12, Page 490, Lee County Records; thence run $S45^{\circ}46'33''E$ along said Westerly line for 1,076.58 feet to the Northerly most corner of lands described in deed recorded in Instrument Number 2016000122654, Lee County Records; thence run along the Northerly and Westerly line of said lands the following Twenty (20) courses: $S48^{\circ}02'19''W$ for 69.87 feet; $S73^{\circ}42'23''W$ for 58.90 feet; $S63^{\circ}11'42''W$ for 185.80 feet; $S12^{\circ}27'53''E$ for 47.23 feet; $S06^{\circ}44'59''E$ for 184.93 feet; $S17^{\circ}33'46''E$ for 175.53 feet; $S33^{\circ}08'01''E$ for 172.66 feet; $S13^{\circ}10'35''E$ for 191.90 feet; $S02^{\circ}58'19''E$ for 101.11 feet; $S28^{\circ}41'23''E$ for 101.26 feet; $S06^{\circ}56'00''E$ for 65.29 feet; $S04^{\circ}34'47''E$ for 104.84 feet; $S01^{\circ}27'18''E$ for 68.32 feet; $S03^{\circ}53'00''W$ for 59.94 feet; $S15^{\circ}47'36''E$ for 66.07 feet; $S35^{\circ}27'33''E$ for 91.88 feet; $S43^{\circ}34'35''E$ for 56.55 feet; $S66^{\circ}01'27''E$ for 97.77 feet; $S61^{\circ}09'48''E$ for 63.94 feet and $S27^{\circ}45'14''E$ for 127.65 feet to an intersection with an Easterly line of lands described in Official Record Book 3718, Page 4367, Lee County Records; thence run $S00^{\circ}14'42''W$ along said Easterly line for 123.18 feet to a point on a non-tangent curve and an intersection with the Northerly right of way line of Bayshore Road (State Road No. 78) as shown on F.D.O.T. Right of Way Map, Section No. 12060-2535; thence run Southwesterly along an arc of curve to the left of radius 2,914.79 feet ($\Delta 44^{\circ}22'33''$) (chord bearing $S68^{\circ}05'36''W$) (chord 2,201.51 feet) for 2,257.52 feet to an intersection with the Westerly line of lands described in Official Record Book 1833, Page 1188 Lee County Records; thence run $N44^{\circ}05'41''W$ along said Westerly line for 2,874.75 feet to an intersection with South line of the Northwest Quarter (NW 1/4) of said Section 20; thence run $S89^{\circ}35'46''W$ along the South line of said Fraction for 293.86 feet to the West Quarter corner of said Section 20; thence run $S00^{\circ}10'14''E$ along the East line of the Northeast Quarter (NE 1/4) of the Southeast Quarter (SE 1/4) of said Section 19 for 1,335.96 feet to the Southeast corner of said Fraction; thence run $S89^{\circ}02'55''W$ along the South

line of said Fraction for 298.24 feet to an intersection with the centerline of Williams Road; thence run N43°43'44"W along said centerline for 168.94 feet to a point of curvature; thence continuing along said centerline run Northwesterly along the arc of said curve to the right of radius 3,125.43 feet (delta 04°17'59") (chord bearing N41°34'45"W) (chord 234.49 feet), for 234.55 feet to a point of tangency; thence continuing along said centerline run N39°25'45"W for 1,190.43 feet to an intersection with the West line of said Fraction; thence run N00°11'23"E along said West line for 101.73 feet to the Northwest corner of said Fraction; thence run N00°32'23"E along the West line of the East Half (E 1/2) of the Northeast Quarter of said Section 19 for 2,652.91 feet to the Northwest corner of said Fraction; thence run N88°20'13"E along the North line of the Northeast quarter (NE 1/4) of said Section 19 for 1,322.60 feet to the POINT OF BEGINNING.
Containing 446.37 acres, more or less.

LESS AND EXCEPT THE FOLLOWING TWO PARCELS:

PARCEL 1:

COMMENCING at the West Quarter corner of said Section 20 run N89°35'46"E along the North line of the South Half (S 1/2) of said Section 20 for 2,714.09 feet; thence run S00°24'14"E for 72.15 feet to the POINT OF BEGINNING.
From said Point of Beginning run S63°48'34"E for 360.87 feet to a point of curvature; thence run Southeasterly along an arc of a curve to the right of radius 790.00 feet (delta 78°10'17") (chord bearing S24°43'26"E) (chord 996.16 feet) for 1,077.84 feet to a point of compound curvature; thence run Southwesterly along an arc of a curve to the right of radius 132.00 feet (delta 23°44'52") (chord bearing S26°14'09"W) (chord 54.32 feet) for 54.71 feet to a point of reverse curvature; thence run Southwesterly along an arc of a curve to the left of radius 268.00 feet (delta 20°16'46") (chord bearing S27°58'11"W) (chord 94.36 feet) for 94.86 feet to a point of tangency; thence run S17°49'48"W for 129.02 feet; thence run S19°12'35"E for 35.00 feet to a point on a non-tangent curve and an intersection with the Northwesterly right of way line of Bayshore Road (State Road No. 78) (F.D.O.T. Right of Way Map, Section No. 12060-2535); thence run Southwesterly along said Northwesterly right of way line along an arc of a curve to the left of radius 2,914.79 feet (delta 13°37'06") (chord bearing S63°53'00"W) (chord 691.17 feet) for 692.80 feet; thence run N30°15'33"W along a non-tangent line for 551.19 feet to a point of curvature; thence run Northerly along an arc of a curve to the right of radius 526.00 feet (delta 56°07'01") (chord bearing N02°12'02"W) (chord 494.83 feet) for 515.18 feet to a point of tangency; thence run N25°51'28"E for 58.54 feet; thence run N19°13'32"E for 420.02 feet to a point of curvature; thence run Northeasterly along an arc of a curve to the right of radius 40.00 feet (delta 57°30'05") (chord bearing N47°58'35"E) (chord 38.48 feet) for 40.14 feet to a point of tangency; thence run N76°43'37"E for 19.29 feet to a point of curvature; thence run Northeasterly along an arc of a curve to the left of radius 30.00 feet (delta 90°37'10") (chord bearing N31°25'02"E) (chord 42.66 feet) for 47.45 feet to a point of reverse curvature; thence run Northerly along an arc of a curve to the right of radius 167.50 feet (delta 40°04'59") (chord bearing N06°08'56"E) (chord 114.80 feet) for 117.18 feet to a point of tangency; thence run N26°11'26"E for 62.12 feet to the POINT OF BEGINNING.
Containing 27.88 acres, more or less.

PARCEL 2:

COMMENCING at the East Quarter Corner of said Section 20 run $S89^{\circ}35'46''W$ along the North line of the Southeast Quarter (SE 1/4) of said Section 20 for 1311.01 feet; thence run $S00^{\circ}24'14''E$ for 960.20 feet to the Point of Beginning.

From said Point of Beginning run $S00^{\circ}00'42''W$ for 65.82 feet; thence run $S40^{\circ}26'55''E$ for 197.36 feet; thence run $S04^{\circ}13'23''E$ for 101.10 feet to a point on a non-tangent curve and an intersection with the Northerly right of way line of Bayshore Road (State Road No. 78) as shown on F.D.O.T. Right of Way Map, Section No. 12060-2535; thence run westerly along said Northerly right of way line and along an arc of a curve to the left of radius 2,914.79 feet (delta $11^{\circ}49'24''$) (chord bearing $S79^{\circ}51'55''W$) (chord 600.42 feet) for 601.49 feet to a point of reverse curvature; thence leaving said Northerly right of way line run northwesterly along an arc of a curve to the right of radius 50.00 feet (delta $131^{\circ}24'24''$) (chord bearing $N40^{\circ}20'35''W$) (chord 91.14 feet) for 114.67 feet to a point of reverse curvature; thence run northerly along an arc of a curve to the left of radius 850.00 feet (delta $24^{\circ}37'18''$) (chord bearing $N13^{\circ}02'58''E$) (chord 362.47 feet) for 365.27 feet; thence run $S89^{\circ}59'18''E$ along a non-tangent line for 432.74 feet to the Point of Beginning.

Containing 4.54 acres, more or less.

Containing a net area of 413.95 acres, more or less.

Bearings hereinabove mentioned are State Plane for the Florida West Zone (NAD1983)(NSRS 2011) and are based on the North line of the Northeast quarter (NE 1/4) of said Section 19 to bear $N88^{\circ}20'13''E$.

EXHIBIT "B"**Sage Property**

Parcel in
Section 20, Township 43 South, Range 25 East
Lee County, Florida

A tract or parcel of land lying in Section 20, Township 43 South, Range 25 East, Lee County, Florida, said tract or parcel of land being more particularly described as follows:

COMMENCING at the West Quarter corner of said Section 20 run N89°35'46"E along the North line of the South Half (S 1/2) of said Section 20 for 2,714.09 feet; thence run S00°24'14"E for 72.15 feet to the POINT OF BEGINNING.

From said Point of Beginning run S63°48'34"E for 360.87 feet to a point of curvature; thence run Southeasterly along an arc of a curve to the right of radius 790.00 feet (delta 78°10'17") (chord bearing S24°43'26"E) (chord 996.16 feet) for 1,077.84 feet to a point of compound curvature; thence run Southwesterly along an arc of a curve to the right of radius 132.00 feet (delta 23°44'52") (chord bearing S26°14'09"W) (chord 54.32 feet) for 54.71 feet to a point of reverse curvature; thence run Southwesterly along an arc of a curve to the left of radius 268.00 feet (delta 20°16'46") (chord bearing S27°58'11"W) (chord 94.36 feet) for 94.86 feet to a point of tangency; thence run S17°49'48"W for 129.02 feet; thence run S19°12'35"E for 35.00 feet to a point on a non-tangent curve and an intersection with the Northwesterly right of way line of Bayshore Road (State Road No. 78) (F.D.O.T. Right of Way Map, Section No. 12060-2535); thence run Southwesterly along said Northwesterly right of way line along an arc of a curve to the left of radius 2,914.79 feet (delta 13°37'06") (chord bearing S63°53'00"W) (chord 691.17 feet) for 692.80 feet; thence run N30°15'33"W along a non-tangent line for 551.19 feet to a point of curvature; thence run Northerly along an arc of a curve to the right of radius 526.00 feet (delta 56°07'01") (chord bearing N02°12'02"W) (chord 494.83 feet) for 515.18 feet to a point of tangency; thence run N25°51'28"E for 58.54 feet; thence run N19°13'32"E for 420.02 feet to a point of curvature; thence run Northeasterly along an arc of a curve to the right of radius 40.00 feet (delta 57°30'05") (chord bearing N47°58'35"E) (chord 38.48 feet) for 40.14 feet to a point of tangency; thence run N76°43'37"E for 19.29 feet to a point of curvature; thence run Northeasterly along an arc of a curve to the left of radius 30.00 feet (delta 90°37'10") (chord bearing N31°25'02"E) (chord 42.66 feet) for 47.45 feet to a point of reverse curvature; thence run Northerly along an arc of a curve to the right of radius 167.50 feet (delta 40°04'59") (chord bearing N06°08'56"E) (chord 114.80 feet) for 117.18 feet to a point of tangency; thence run N26°11'26"E for 62.12 feet to the POINT OF BEGINNING. Containing 27.88 acres, more or less.

Bearings hereinabove mentioned are State Plane for the Florida West Zone (NAD1983)(NSRS 2011) and are based on the North line of the South Half (S 1/2) of said Section 20 to bear N89°35'46"E.