

FIRST AMENDMENT #1

MEMORANDUM OF AGREEMENT
BONITA ESTERO RAIL TRAIL (BERT)
Located within Lee and Collier Counties, Florida

THIS FIRST AMENDMENT TO MEMORANDUM OF AGREEMENT ("First Amendment") is made and entered into effective as of _____, 2026, by and among THE TRUST FOR PUBLIC LAND, a California nonprofit corporation ("TPL"), COLLIER COUNTY, FLORIDA, a political subdivision of the State of Florida, by and through its Board of County Commissioners ("Collier County"), the CITY OF BONITA SPRINGS, a municipal corporation of the State of Florida ("Bonita Springs"), and the VILLAGE OF ESTERO, a municipal corporation of the State of Florida ("Estero").

RECITALS:

WHEREAS, Trust for Public Land ("TPL"), Collier County, a political subdivision of the State of Florida, by and through its Board of County Commissioners ("Collier County"), City of Bonita Springs, a municipal corporation of the State of Florida ("Bonita Springs") and Village of ~~and~~ Estero, a municipal corporation of the State of Florida ("Estero") entered into a Memorandum of Agreement (the "Agreement") in April, 2025 to collaborate toward the acquisition of an approximately 11.4-mile railroad corridor and associated lands owned by Seminole Gulf Railway, L.P. ("SGLR") located in Lee and Collier Counties as depicted in Exhibit "A" therein (collectively referred to herein as the "Tract"); and

WHEREAS, Estero, Bonita Springs and Collier County have each entered into purchase and sale agreements for the acquisition of the respective portions of the Tract; and

WHEREAS, the parties wish to extend the date when the Agreement terminates to accommodate continuing due diligence, including the expenditure of funding for the completion due diligence products; and

WHEREAS, the parties wish to extend the Agreement Term until the Bonita Springs 2026 primary election date where City of Bonita Springs voters will decide whether to authorize the issuance of general obligations bonds for the acquisition and construction of the Bonita-Estero Rail Trail project within Bonita Springs; and

WHEREAS, in the event a majority of Bonita Springs voters approve the proposed ballot measure to authorize the issuance of general obligation bonds for the acquisition, development and construction of the BERT, the parties express the intent to extend further the termination date and expand the scope of this Agreement to include coordination on development and construction, and other collaborative activities.

NOW, THEREFORE, in consideration of the mutual benefits to Collier County, Bonita Springs, Estero, and TPL it is agreed that:

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Commented [DH1R3]:

1. Paragraph 8. Termination. Is hereby ~~amended as deleted and replaced with the following~~ing:
“Notwithstanding any provision to the contrary, this Agreement shall terminate no later than August 18, 2026, unless extended by mutual written agreement of the parties following the necessary funding approval or authorization by the participating governmental entities. Any approved Pre-Acquisition Costs incurred by TPL prior to this date will be reimbursed pursuant to the terms herein. Any Pre-Acquisition eCosts incurred after August 18, 2026 will not be reimbursed.

+2. This Amendment may be executed in counterparts, each of which shall be deemed an original, but all which together shall constitute one and the same instrument.

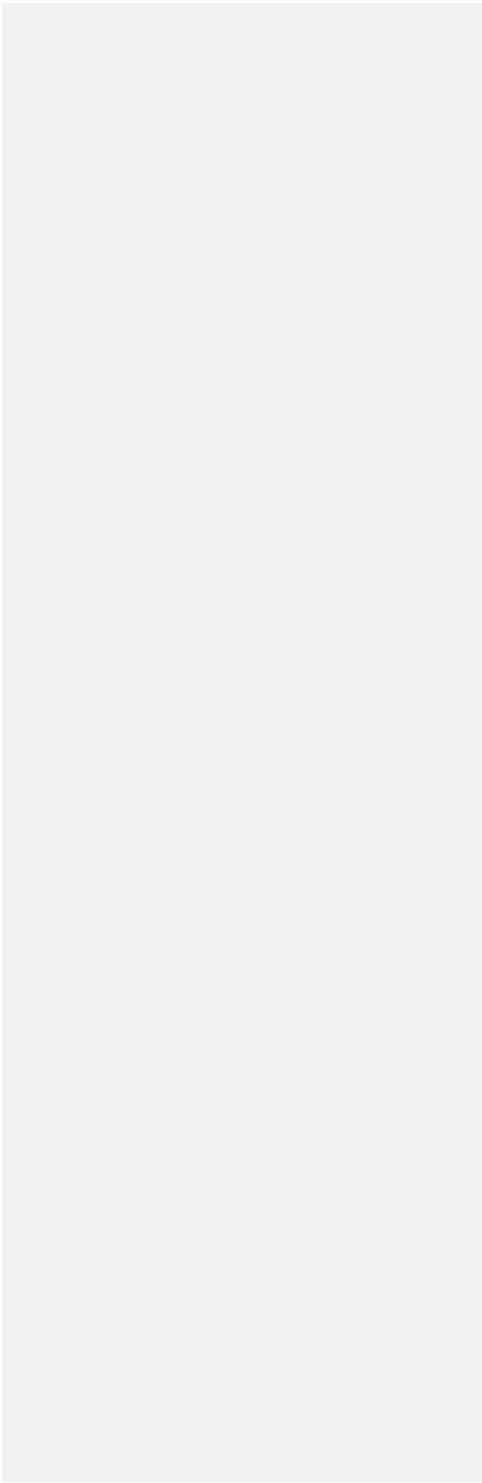
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

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THE TRUST FOR PUBLIC LAND, a
California nonprofit corporation
By:



COLLIER COUNTY, FLORIDA

ATTEST:
CRYSTAL K. KINZEL, CLERK

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

By: _____
_____, Deputy Clerk

By: _____
_____, DAN KOWAL, Chairman

Approved as form and legality:

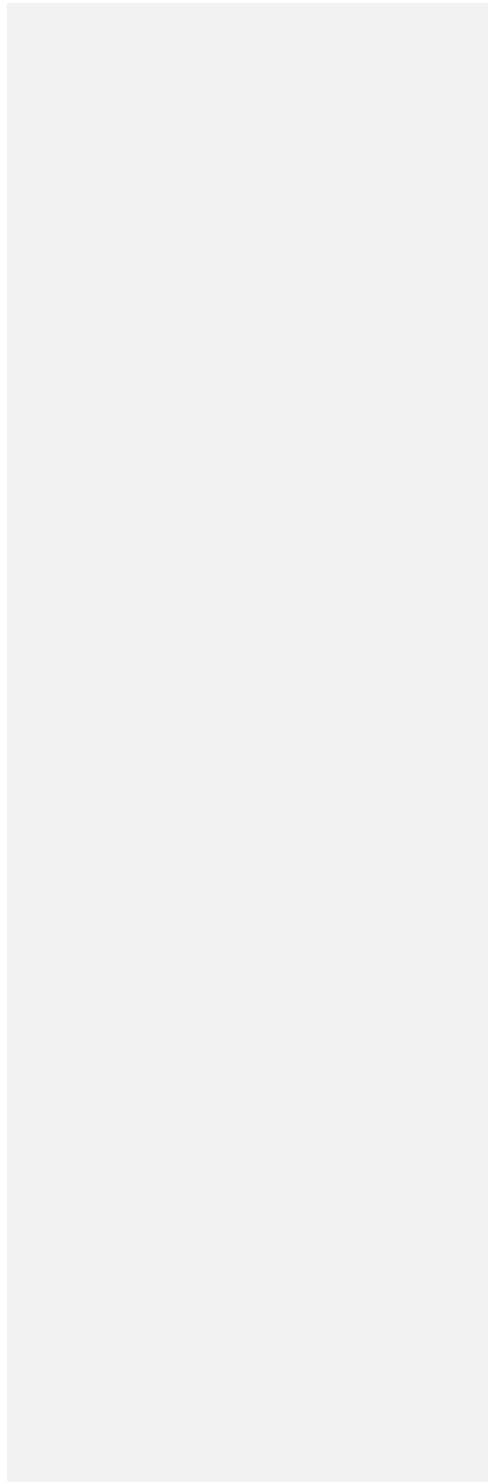
Sally S. Ashkar
Assistant County Attorney

By: _____
_____, Chair
Board of County Commissioners

~~ATTEST: _____ APPROVED AS TO FORM~~

~~Clerk _____ Collier County Attorney's Office~~

~~(SEAL) _____~~



CITY OF BONITA SPRINGS

ATTEST (By Corporate Officer)

By: _____

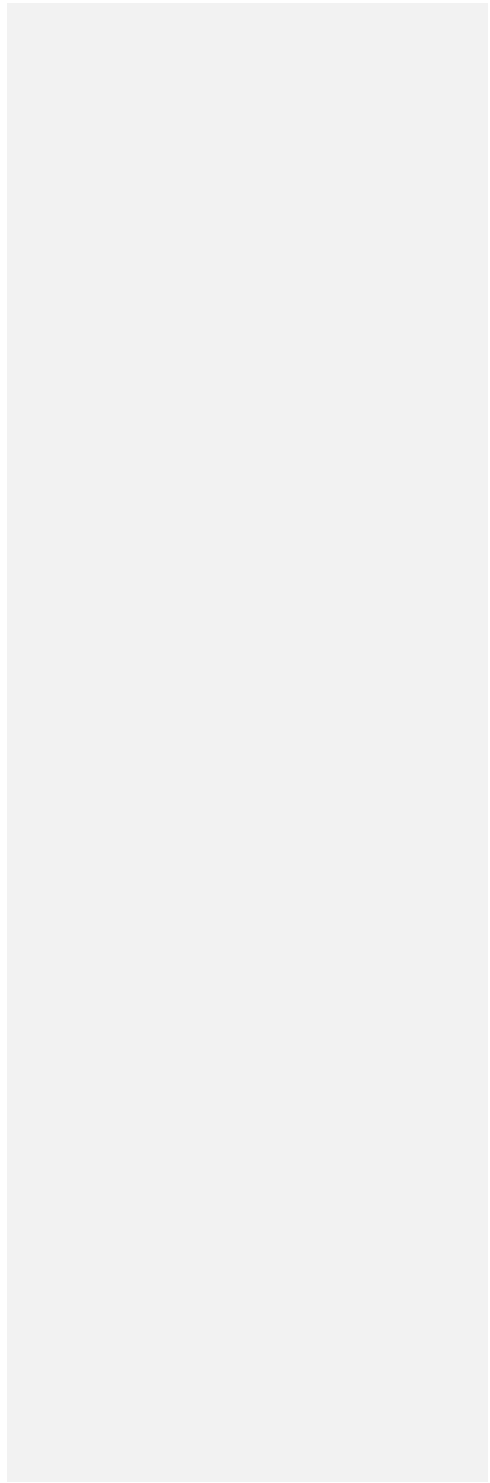
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Title: _____

By:

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VILLAGE OF ESTERO

ATTEST (By Corporate Officer)

By: _____

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Title: _____

By:

Print: _

Title:

