

FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT

This First Amendment to Agreement of Purchase and Sale (“First Amendment”) is entered this 23rd day September 2026 (the “Effective Date”) between **THE TRUST FOR PUBLIC LAND**, a California nonprofit corporation (“Seller”) and the **VILLAGE OF ESTERO**, a Florida municipal corporation, (“Village”) as follows:

WHEREAS, on March 5th 2026, the Village and Seller (collectively the “Parties”) entered into a Purchase and Sale Agreement (the “Agreement”) in which Seller agreed to sell and Village agreed to buy 66.7 acres, more or less, of real property more particularly described therein, and located in Lee County, Florida (the “Property”) on the terms and conditions set forth in said Agreement, for the eventual development of the Property (and contiguous rail line property within the City of Bonita Springs and Collier County) as a rail-to-trail project (the “Project”); and

WHEREAS, the Agreement set forth an Inspection Period deadline of September 29th 2026 (by which the Village would need to complete its due diligence inspections and investigations as it deemed appropriate to assess the condition of the Property, and a Closing Date deadline of October 23rd 2026 should the Village not terminate the Agreement by the Inspection Period deadline; and

WHEREAS, while the Parties have continued to work together (and in conjunction with the City of Bonita Springs and Collier County) to finalize the various logistical, environmental, financial, and other due diligence elements, the Parties have agreed that providing some additional time to allow all such efforts to be completed for all jurisdictions involved in the Project; and

WHEREAS, the Seller has coordinated with the current owner of the Property and has obtained the current owner’s agreement to extend the Inspection Period and Closing Date deadlines; and

WHEREAS, the Estero Village Council finds that it is in the Village’s best interest to adopt the provisions of this First Amendment.

NOW THEREFORE, in consideration of the foregoing exordial clauses, and for good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Parties agree as follows:

Section 1. Section 2 of the Agreement is hereby amended to read:

Inspection Period. The period of time from the Effective Date of this Agreement through ~~October 29th September 29,~~ 2026, shall constitute Village’s inspection period (the “Inspection Period”). During the Inspection Period, Village, through its employees, agents and contractors may enter upon the Property for the purpose of making any inspections and investigations, as Village deems appropriate in order to assess the condition of the Property. During the Inspection Period, Village may, in its sole discretion, terminate this Agreement by delivering written notice to Seller, prior to the end of the Inspection Period if it deems

the survey, status of title, or physical or environmental condition to be unacceptable. The Village designates its Village Manager to make all final determinations with respect to the review of all data, reports, studies, professional opinions, and other information received or generated during the Inspection Period, and to make the final determination with respect to giving notice of termination under this section.

Section 2. The first full paragraph of Section 4 of the Agreement is hereby amended to read:

Closing. In the event Village does not terminate this Agreement as permitted herein, the Closing shall take place on or before January 14th 2027~~October 23, 2026~~, at a time and place mutually agreeable to the Parties (“Closing Date”). The Parties may arrange to close by mail. Village’s purchase and obligation to close is contingent on the STB’s approval or extension of a Notice of Interim Trail Use (NITU) to Village which will be timely and properly requested by Village in coordination with Seller and SGLR in accordance with STB regulations.

Section 3. In the event of any irreconcilable conflict between the terms of the Agreement and this First Amendment, the terms of this First Amendment shall prevail.

Section 4. This First Amendment may be executed in two or more counterparts, each of which shall be deemed to be an original, and all of which counterparts together shall constitute but one and the same instrument. Receipt via email with pdf attachment by a Party or its designated legal counsel of an executed counterpart of this First Amendment shall constitute valid and sufficient delivery in order to complete execution and delivery of this First Amendment and bind the Parties to the terms hereof.

Section 5. All other terms and conditions of the Agreement shall remain in effect and are not altered by the adoption of this First Amendment.

Section 6. Notwithstanding the actual date(s) of execution by the Parties, the Effective Date of this First Amendment shall be the Effective Date provided for in the introductory paragraph.

IN WITNESS WHEREOF, the Parties have caused this First Amendment to be executed by their duly authorized representatives.

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THE TRUST FOR PUBLIC LAND, a
nonprofit California corporation

Witness print name

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Witness signature

By: Douglas Hattaway
Title: Southeast Director of Conservation

VILLAGE OF ESTERO

Witness print name

Witness signature

Witness print name

Witness signature

By: Steven R. Sarkozy
Title: Village Manager