

**PURCHASE AND SALE AGREEMENT**

**THIS AGREEMENT** (“Agreement”) entered into this 14<sup>th</sup> day of April 2026, between **THE TRUST FOR PUBLIC LAND, a nonprofit California corporation**, whose address is 1834 Hermitage, St. 100, Tallahassee, FL 32308, (“Seller”), and **COLLIER COUNTY, FLORIDA**, a political subdivision organized and existing under the laws of the State of Florida, (“County”) (collectively “Parties”).

**RECITALS**

A. The addresses and telephone numbers of the Parties to this Agreement are as follows:

**SELLER**

**COUNTY:**

The Trust for Public Land 1834 Hermitage Blvd, St. 100 Tallahassee, FL 32308 Attention: Doug Hattaway, AICP Telephone: (850) 212-6859 Email: <a href="mailto:doug.hattaway@tpl.org">doug.hattaway@tpl.org</a>	Real Property Management 2685 Horseshoe Drive, South, Unit 103 Naples, Florida 34104 Attention: Jennifer A. Belpedio Telephone: (239) 252-8780 E-mail: <a href="mailto:Jennifer.belpedio@collier.gov">Jennifer.belpedio@collier.gov</a>
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With a copy to:  
Catherine A. Brown, Legal Counsel  
THE TRUST FOR PUBLIC LAND  
1834 Hermitage Blvd., St. 100  
Tallahassee, FL 32308  
Telephone: (857) 204-0391  
Email: [kate.brown@tpl.org](mailto:kate.brown@tpl.org)

With a copy to:  
Jeffrey A. Klatzkow  
County Attorney’s Office  
3299 Tamiami Trail, East, Suite 800  
Naples, Florida 34112  
Telephone: (239) 252-8400  
Email: [jeffrey.klatzkow@collier.gov](mailto:jeffrey.klatzkow@collier.gov)

B. County acknowledges and agrees that Seller has a binding Purchase and Sale Agreement on that certain real property in Lee and Collier Counties, Florida, which is an approximately 11.4-mile corridor from the Northern edge of Estero Parkway at approximately SGLR milepost AX 979.40 south to the corridor’s terminus at approximately SGLR milepost AX 990.80 (hereinafter referred to as the “Parent Property”) and is not presently the owner of the Property. County acknowledges that the portion of the Parent Property intended to be conveyed to County under the terms stated herein extends from the Collier County northern jurisdictional boundary at approximately milepost AX 989.3 south to approximately SGLR milepost AX 990.80 more particularly described in Exhibit “A” attached hereto and incorporated herein by this reference (the “Property”).

Seller shall convey title by quitclaim deed to the Property subject to a notice of interim trail use ("NITU") issued by the federal Surface Transportation Board ("STB"). Prior to the closing of the transaction, Exhibit "A" will be modified to reflect a legal description for the Property. Seller's obligations under this Agreement are contingent upon Seller acquiring marketable fee simple title from the current owner, Seminole Gulf Railway, L.P ("SGLR").

C. Seller wishes to sell the Property to County and County wishes to purchase the Property from Seller on the terms and conditions set forth in this Agreement.

THE PARTIES AGREE AS FOLLOWS:

1. **Purchase and Sale.** In consideration of an earnest money deposit by County to Seller in the amount of TEN DOLLARS and 00/100 (\$10.00) (the "Deposit") and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller agrees to sell and County agrees to buy the Property on the terms and conditions set forth in this Agreement. The Deposit, if any, paid above shall be credited toward the Purchase Price (as defined below). Seller shall return the Deposit, if any, to County if the sale of the Property is not completed under this Agreement because of Seller's failure, refusal or inability to perform any of Seller's obligations under this Agreement.

2. **Inspection Period.** The period of time from the Effective Date of this Agreement through September 29, 2026, shall constitute County's inspection period (the "Inspection Period"). During the Inspection Period, County, through its employees, agents and contractors may enter upon the Property for the purpose of making any inspections and investigations, as County deems appropriate in order to assess the condition of the Property. During the Inspection Period, County 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.

3. **Purchase Terms.**

a. **Price.** The purchase price for the Property shall be Eleven Million Six Hundred Forty-Two Thousand Sixty-Nine and 00/100 Dollars (\$11,642,069) (the "Purchase Price"). If the purchase price is not supported by appraisals in accordance with Collier County Ordinance No. 07-28, County may terminate this Agreement without penalty.

b. **Method of Payment.** The Purchase Price shall be paid at closing by cashier's or bank check or by wire transfer of immediately available funds, subject to credits, prorations and adjustments as provided in this Agreement.

c. **Quitclaim Deed.** The conveyance shall be by quit claim deed conveying all of Seller's right, title and interest in the Property, if any, but shall be expressly subject to: all existing roads, fiber optic facilities, public utilities and all licenses, leases and other agreements in effect at the time of execution of this Agreement; all matters of record; any applicable zoning ordinances and subdivision regulations and laws; taxes and assessments, both general and special, which become due and payable after the date of conveyance and which County assumes and agrees to

pay; all matters that would be revealed by a survey meeting applicable State minimum technical requirements or by an inspection of the Property; the items or matters identified in Section 4.a.v. of this Agreement; and all existing occupancies, encroachments, ways and servitudes, howsoever created and whether recorded or not. The provisions of this Section shall survive Closing.

d. **Railroad Property.** Notwithstanding the conveyance of the Property, County and Seller acknowledge SGLR explicitly retains ownership of all rail, and rail fastenings and grade crossing signal equipment (the "Railroad Property") on the Property and SGLR must remove, at SGLR's sole cost and expense, such property within Seven Hundred Thirty (730) days from the day Seller purchases the Property from SGLR (the "Removal Period"). Any Railroad Property not removed within the Removal Period shall become the property of the then owner of the Property. At Closing, Seller shall provide to County an indemnity agreement between SGLR and County in a form and substance acceptable to both SGLR and the County reflecting the terms of this paragraph and executed by SGLR and County (the "SGLR Indemnity Agreement") stating that SGLR, except as to land disturbance, agrees to indemnify, defend and hold harmless County and its successors and assigns from against any claims, damage or loss resulting from or arising out of such removal activity. For purposes of this section, "land disturbance" shall mean only the disturbance of soils, vegetation, or landscaping resulting from the physical removal of the Railroad Property. The SGLR Indemnity Agreement will also affirm that County may at any time during the Removal Period, and upon ninety (90) days advance written notice to SGLR, require SGLR, at SGLR's sole cost and expense, to remove its Railroad Property located within the proposed right-of-way of County's Veterans Memorial Parkway project if the County, in its sole discretion, determines that such removal is required for road construction purposes in order to extend Veteran's Memorial Parkway across the Property. In the event SGLR removes such Railroad Property, the Railroad Property shall then become the property of SGLR. If the County provides the advance notice to SGLR and SGLR does not remove Railroad Property from the proposed right-of-way of the Veterans Memorial Parkway Project within ninety (90) days from said notice, County, at County's sole cost and expense, shall have the right to remove the Railroad Property from the proposed right-of-way of the Veteran's Memorial Parkway Project, and shall be entitled to retain ownership of such Railroad Property. The provisions of this section of this Agreement and the SGLR Indemnity Agreement shall survive Closing through the expiration of the Removal Period.

4. **Closing.** In the event County does not terminate this Agreement as permitted herein, the Closing shall take place on or before October 23, 2026, at a time and place mutually agreeable to the Parties ("Closing Date"). The Parties may arrange to close by mail. County's purchase and obligation to close is contingent on the STB's approval or extension of a Notice of Interim Trail Use (NITU) to County which will be timely and properly requested by County in coordination with Seller and SGLR in accordance with STB regulations. County's obligation to close is conditioned upon timely delivery of the Environmental Site Assessment reports and Seller entering into separate agreements with the Village of Estero and City of Bonita Springs for the conveyance (whether by fee simple transfer, lease or other transfer of a real property interest) of the other segments of the Parent Property as required under Section 8.

a. Seller shall deliver to County no less than fifteen (15) days prior to the Closing Date, drafts of the following documents prepared by Seller's counsel for County's review, and on or before the Closing Date final versions of same:

i. an owner's affidavit attesting to the absence of mechanic's or materialmen's liens, proceedings involving Seller which might affect title to the Property being transferred by deed, and confirming such lessees or licensees as may be in possession pursuant to ground leases or licenses meeting the requirements as to title set forth in Section 6;

ii. a Foreign Investment and Real Property Tax Act (FIRPTA) affidavit, and such other instruments and documents as County's counsel or the title insurer may reasonably request for the purpose of confirming proper and lawful execution and delivery of closing documents and conveyance of the Property being transferred by deed to County in accordance with this Agreement, including, without limitation, assignments of surviving leases and contracts affecting the Property being transferred by deed that will be assigned or partially assigned by Seller and the assignment of condemnation proceeds referred to below. Possession of the Property shall also pass to County at the time of Closing;

iii. Quitclaim deed;

iv. Closing statement;

v. Assignment and Assumption Agreement for all leases, license and other agreements that will be assigned or partially assigned by Seller and/or SGLR, and assumed by County at closing; and

vi. SGLR Indemnity Agreement between SGLR and County, benefitting County regarding removal of Railroad Property during the Removal Period from the Property as stated in Paragraph 3.d.

b. On the Closing Date, County shall deliver to Seller the balance of the Purchase Price and execute and deliver the following:

i. Closing statement;

ii. Assignment and Assumption Agreement for all leases, license and other agreements that will be assigned or partially assigned by Seller, and/or SGLR, and assumed by County at closing;

iii. Trail Use Agreement in substantially the form attached hereto as Exhibit "D". Possession of the Property shall pass to County on the Closing Date. County shall be responsible for recording the quitclaim Deed. The Parties shall cooperate with each other to complete all other documents and actions necessary to effectuate the transaction contemplated by this Agreement.

5. **Closing Expenses and Pre-Acquisition Costs:**

a. County's expenses:

- i. County's title search and title insurance policy premium;
  - ii. The recording fee for the deed of conveyance; and
  - iii. Reimbursement to Seller of County's share of any appraisal, appraisal update, second independent appraisal, or appraisal review report(s) procured by Seller in accordance with that certain Memorandum of Agreement dated April 8, 2025, by and among Seller, Collier County, the City of Bonita Springs, and the Village of Estero (the "MOA"), which costs shall be allocated among the parties in accordance with the cost-sharing provisions set forth in the MOA.,
  - iv. Reimbursement to Seller for the cost to complete a boundary survey, a phase 1 environmental assessment report, and a phase 2 environmental assessment, if applicable, including environmental sampling performed by Seller or Seller's consultants in accordance with the minimum sampling requirements as stated in Exhibit "B".
- b. Seller's expenses:
- i. the cost of preparing all documents necessary to satisfy the requirements of Closing; and
  - ii. the cost of the closing fee charged by escrow agent, if any; and
  - iii. Seller shall initially procure and pay for any appraisal, appraisal update, additional appraisal(s), or appraisal review report(s) as contemplated by the MOA, subject to reimbursement by County in accordance with County's cost-sharing obligation under the MOA; and
  - iv. Seller shall, in accordance with Section 196.295, Florida Statutes, place in escrow with the county tax collector an amount equal to the current taxes prorated to the date of closing, based upon the current assessment and millage rates on the Property.
- c. All other expenses, including, without limitation, attorneys' fees, shall be paid by the party incurring the same.
- d. Notwithstanding anything contained herein to the contrary, the allocation and reimbursement of appraisal costs and other pre-acquisition due diligence expenses shall be governed by the Memorandum of Agreement dated April 8, 2025, by and among Seller, Collier County, the City of Bonita Springs, and the Village of Estero. In the event of any conflict between this Agreement and the MOA with respect to cost allocation of such expenses, the MOA shall control.

6. **Condition of Title.**

a. Within sixty (60) days of the Effective Date of this Agreement, Seller shall provide a commitment for a title insurance policy on the Property in the amount of the Purchase Price. At closing, the premium for the title insurance policy shall be paid by County.

b. County may object to any matter of title that, in the opinion of County, would constitute a title defect or render title unmarketable or uninsurable. Such objections to title shall be specified in writing and delivered to Seller within ten (10) days from the date of receipt of the title commitment by County.

c. In the event County timely notifies Seller of objections to title, Seller shall make a good faith effort to cure such title defects within thirty (30) days from receipt of notice.

d. If after the exercise of reasonable due diligence, Seller is unable to make title to the Property such as is required by County by the closing date, then County shall have the right to:

i. terminate this Agreement, in which case all monies paid by County in accordance with this Agreement shall be returned immediately to County, County will reimburse Seller incurred costs by Seller as stated in Paragraph 5, and the Parties shall be relieved of any further obligations hereunder;

ii. extend the closing date for up to thirty (30) days to allow Seller additional time to make title to the Property such as is required by the terms of this Agreement; or

iii. elect to accept title to the Property in its existing condition.

e. The deed shall contain one or more restrictive covenants, reading substantially as follows, to run with title to the Property, and to be binding upon County, County's heirs, legal representatives and assigns, or corporate successors and assigns, or anyone claiming title to or holding the Property through County:

i "Grantee acknowledges that the Land conveyed hereunder has been historically used for railroad industrial operations and other uses and is being conveyed for use as a recreational trail and for "occupancies" as described hereafter. Grantee, by acceptance of this deed, hereby covenants that it, its successors, heirs, legal representatives or assigns shall not use the Land for any purpose other than for a recreational trail and related infrastructure improvements, and that the Land will not be used for (a) any residential purpose of any kind or nature (residential use shall be defined broadly to include, without limitation, any use of the Land by individuals or families for purposes of personal living, dwelling, or overnight accommodations, whether such uses are in single family residences, apartments, duplexes, or other multiple residential dwellings, trailers, trailer parks, camping sites, motels, hotels, or any other dwelling use of any kind), (b) any public or private school, day care, or any organized long-term or short term child care of any kind,

(c) any agricultural purpose that results in, or could potentially result in, the human consumption of crops or livestock raised on the property (agricultural purpose shall be defined broadly to include, without limitation, activities such as food crop production, dairy farming, livestock breeding and keeping, and cultivation of grazing land that would ultimately produce, or lead to the production of, a product that could be consumed by a human) or (d) the establishment of a mitigation bank and/or the sale, lease, license, conveyance or in any way distribution of mitigation credits (collectively the "Environmental Use Restrictions"). Notwithstanding the foregoing, the above restrictions shall not apply to any uses of the Land pursuant to occupancy agreements with Grantor at the time of conveyance to Grantee. For clarification, nothing in this section shall preclude Grantee from entering into new or renewed occupancy agreements, provided that such occupancies are not incompatible with either recreational trail use, the restoration of rail service. (For these purposes "occupancies" shall mean use of the property for gas, electric, water, drainage or water management, sewer, telephone, telecommunications, cellular service or other similar service provided by a public, quasi-governmental or private entity.) By acceptance of this deed, Grantee further covenants that it, its successors, heirs, legal representatives or assigns shall not use the groundwater underneath the Land for human consumption, irrigation, or other purposes.

Grantee, by acceptance of this deed, hereby covenants that it, its successors, heirs, legal representatives or assigns shall not use the Land, or any tracks located thereon, for the transportation of passengers in any form. (the "Passenger Use Restrictions").

ii. Grantee and Grantor agree and acknowledge the covenants contained in this Deed shall be covenants which shall remain binding on Grantee, its successors, heirs, legal representatives and assigns regardless of whether Grantor continues to own property adjacent to the Property. Grantee acknowledges Grantor will continue to have a substantial interest in enforcement of the said covenants whether or not Grantor retains title to property adjacent to the Property."

f. The deed shall contain an acceptance of the Property substantially in the following form:

(i) "Grantee, its authorized successors, designees and assigns hereby accepts the Property subject to the Decision and Notice of Interim Trail Use served on \_\_\_\_\_, 202\_, in Surface Transportation Board ("STB") Docket No. AB-400 (Sub No. \_\_X), *Seminole Gulf Railway, L.P. – Abandonment Exemption in Lee County and Collier County, FL*, in which the STB, pursuant to Section 8(d) of the National Trails Systems Act, 16 U.S.C. 1247(d), *et seq.*, imposed a Notice of Interim Trail Use on the Property. Grantee for itself and its successors, heirs, legal representatives and assigns, acknowledges that the Property remains subject to the jurisdiction of the STB for purposes of reactivating rail service."

7. **County's Right of Entry and Survey.** Seller shall provide to County a current certified boundary survey performed by a registered Florida land surveyor in form acceptable to Seller and County within one hundred fifty (150) days from the Effective Date of this Agreement. The plat of the survey shall show the boundaries of, and state the acreage of the Property, rounded to the nearest one-tenth (1/10) of an acre. The Property description in Exhibit "A" shall be changed, if necessary, to conform to the survey and to the requirements of the title commitment. If an accurate

boundary survey by County's surveyor discloses any state of facts which materially or adversely affect the insurability or marketability of the title to the Property, same shall be treated in the same manner as a title defect under Section 6 above. County shall pay for the cost of the survey upon conveyance of title from Seller to County, or within 45 days following termination of this Agreement. Notwithstanding the foregoing, Seller's obligation to provide County the survey is contingent upon Seller entering into separate agreements for the conveyance of the Parent Property.

8. **Hazardous Materials and Audit Remediation.** Seller shall procure and deliver to County a Phase 1 and, if necessary, Phase 2 Environmental Site Assessment(s) ("ESA") of the Property, including any environmental sampling performed by Seller or Seller's environmental consultants performed in accordance with the Minimum Sampling, Soil Management, and Capping Requirements For Rails-to-Trails Conversion of Rail Corridors stated within Exhibit B herein. Additionally, in the State of Florida, if an ESA gives an opinion regarding geology, the report must be signed by a Professional Geologist or Professional Engineer qualified in geology. Seller shall deliver all ESA reports to County no later than one hundred twenty (120) days from the Effective Date of this Agreement. County shall pay for the cost of the ESA upon conveyance of title from Seller to County, or within 45 days following termination of this Agreement.

If there is found contamination present on the Property above state regulated contaminant thresholds or other applicable regulatory thresholds that require preventative, mitigative or remediation measures to protect public health, County may elect to terminate this Agreement by giving notice as required herein, in which the Seller agrees to return to County the Deposit, if any, and County will reimburse Seller incurred costs by Seller as stated in Paragraph 5. Thereafter the Parties shall have no further obligations under this Agreement. If County does not terminate the Agreement as stated herein in this Paragraph within thirty (30) days following receipt of the Phase 2 ESA, then County will have deemed to accept the condition of the Property pertaining to hazardous materials as disclosed in the Environmental Site Assessments delivered pursuant to this Section "AS IS and WHERE IS".

It is the mutual intention of the Parties hereto that the ultimate use of the Property shall be for public recreation and open space conservation. County acknowledges that: 1) the historical use of the Property was for railroad and industrial operations and that the Property is being conveyed as industrial use property; and 2) non-industrial use of the Property may require the implementation of remedial or corrective actions to ensure the protection of human health or the environment.

Seller's obligation to provide the ESA to the County is contingent upon Seller entering into separate agreements with the Village of Estero and City of Bonita Springs for the conveyance (whether by fee simple transfer, lease or other transfer of a real property interest) of the other segments of the Parent Property.

9. **Representations and Warranties of Seller.** Seller represents and warrants to County that Seller shall have good and marketable fee simple title to the Property by the time of closing. Seller has full power and authority to enter into this Agreement and to convey title to the Property in accordance with this Agreement. Except as disclosed in Exhibit "C" no one other than Seller will

be in possession of, nor have any right of possession of, any portion of the Property at the time of conveyance to County. If, before the conveyance to County, Seller discovers any information or facts that would materially change the foregoing warranties and representations, Seller shall immediately give notice to County of those facts and information. If the facts which cause any warranty or representation to be inaccurate are not remedied before the date of conveyance to County, County may elect to either:

a. terminate this Agreement, in which case County shall have no obligation to accept title to the Property, or

b. defer the closing date for a period of up to Thirty (30) days to permit Seller to remedy the problem.

10. **Trail Use Agreement.** The Agreement between Seller, CSXT and SGLR contains the terms and conditions of the trail use agreement (the "Trail Use Agreement"), which is attached hereto as Exhibit "D" and incorporated herein by this reference. The Trail Use Agreement sets forth the rights, responsibilities and obligations of CSXT and SGLR, identified as Seller in the Trail Use Agreement and the Trail Sponsor, which upon Closing shall be the County. The Seller hereby assigns, transfers, quitclaims, conveys and releases to County all of Seller's rights and interests it may have in the Trail Use Agreement and upon the Closing of this transaction, County agrees to be bound by and abide by the terms of the Trail Use Agreement as Trail Sponsor and Interim Manager.

11. **Signage.** The parties agree that temporary or permanent signage erected on the Property shall provide for the recognition of the role of both County and The Trust for Public Land, as Seller, in conserving the Property. If County provides the sign, such sign shall refer to the role of County and Seller in conserving the Property on one sign and shall be located at a prominent location on the Property, affording good public visibility. If County declines to install a sign, Seller shall have the right to install the sign at Seller's expense; such sign shall refer to the role of Seller and, if County so elects, to the role of County in conserving the Property, and shall be located at a prominent location on the Property affording good public visibility. In all cases, the design and location of signs shall be subject to the approval of both parties, which approval shall not be unreasonably withheld. County shall be responsible for any maintenance or repair of the sign. This section shall survive closing and delivery of the deed. The right to install the sign described above shall not be deemed to be an interest in real property held by Seller, but rather a contractual obligation between County and Seller which shall not run with the land.

12. **Notices.** All notices pertaining to this Agreement shall be in writing delivered to the Parties hereto by hand, electronic mail, first class mail, or courier service, in accordance with the information set forth in Recital "A."

13. **Binding on Successors.** This Agreement shall be binding not only upon the Parties but also upon their respective heirs, personal representatives, assigns and other successors in interest.

14. **Remedies upon Default.** In the event that Seller defaults in the performance of any of Seller's obligations under this Agreement, County shall have the right to reimbursement of any reasonable third-party expenses for professional services incurred by County pursuant to this agreement not to exceed \$50,000. In the event of a default by County, Seller shall have the right to reimbursement for all reasonable third party expenses related to preparing the Property for sale to County.

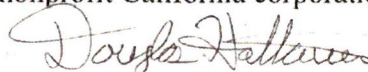
15. **Entire Agreement/Modification.** This Agreement shall not be modified or amended except by an instrument in writing, signed by or on behalf of the Parties.

16. **Counterparts.** The Agreement may be executed in counterparts, each of which shall be deemed an original and which together shall be deemed an original and which, together, shall constitute one and the same agreement.

17. **Effective Date.** As used herein, the terms "date of this Agreement," "date hereof," and "effective date of this Agreement" shall mean the date on which the last of the Parties signs this Agreement ("Effective Date")

IN WITNESS WHEREOF, The Parties hereto has caused this Agreement to be executed and sealed by its duly authorized signatory(ies) on the dates set forth below.

SELLER: The Trust for Public Land, a nonprofit California corporation



By: Douglas Hattaway  
Its: Southeast Director of Conservation

Date: April 20, 2026

ATTEST:  
CRYSTAL K. KINZEL, CLERK OF THE  
CIRCUIT COURT & COMPTROLLER

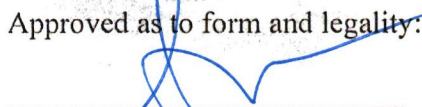
  
Deputy Clerk  
Attest as to Chairman's  
signature only

COUNTY:  
BOARD OF COUNTY COMMISSIONERS  
COLLIER COUNTY, FLORIDA

By:   
Dan Kowal, Chairman

4/14/2026

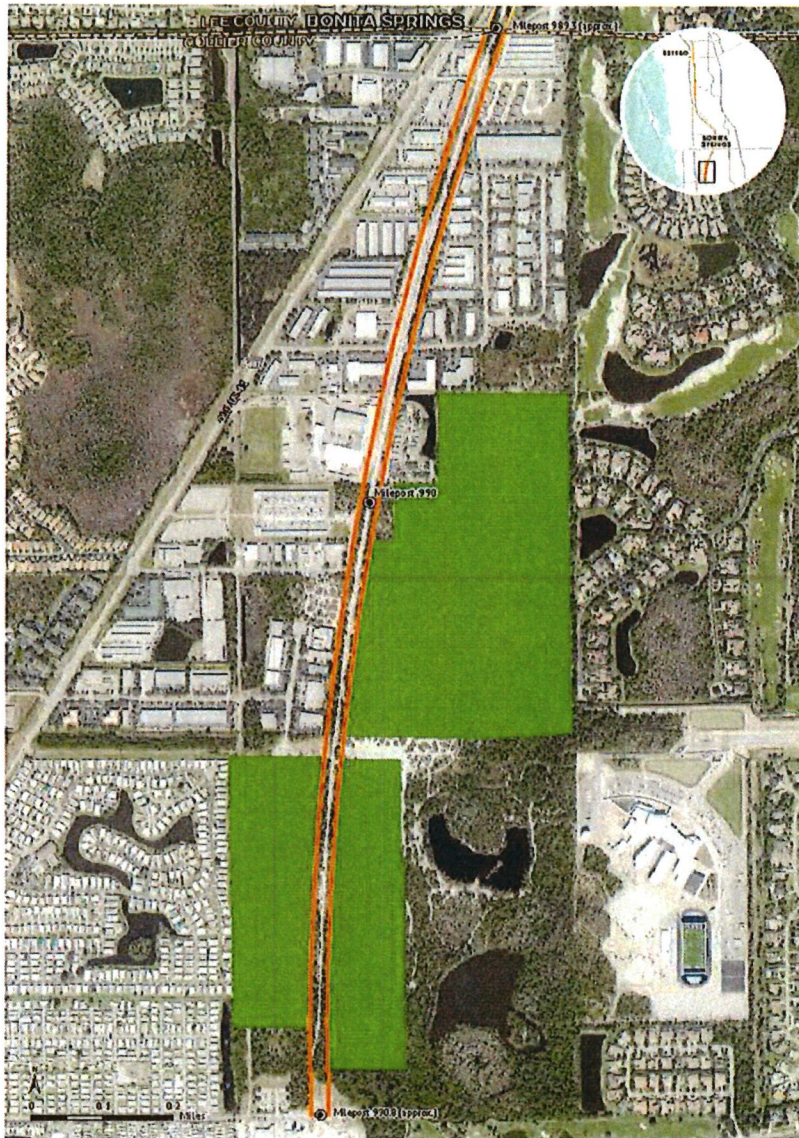
Approved as to form and legality:

  
Sally A. Ashkar  
Assistant County Attorney

SA  
4/18/26

**EXHIBIT "A"**  
**SUBJECT PROPERTY DESCRIPTION**

The portion of the rail corridor extending from the Collier County northern jurisdictional boundary at approximately milepost AX 989.3, south to approximately SGLR milepost AX 990.80. The northern boundary of the property is intended to be the shared jurisdictional boundary between Lee County and Collier County, FL.



**Segment: Unincorporated Collier County**

Segment length: 1.5 miles Segment area: 24.3 acres

**BONITA ESTERO RAIL TRAIL**

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- Segment of focus
- Rail milepost (USDOT)
- County boundary
- City, village, or Census Designated Place
- Conservation easement
- Park or other protected land



EXHIBIT "B"

**Minimum Sampling, Soil Management, and Capping Requirements  
For Rails-to-Trails Conversion of Rail Corridors**

**(Applicable to Environmental Investigations Performed by Seller)**

County acknowledges and agrees that environmental sampling conducted as part of the Environmental Site Assessments described in the Agreement shall be performed by Seller or Seller's environmental consultants in accordance with the following protocol.

I. Sampling

Surface soils should be sampled by Seller or Seller's consultants as follows (please see attachments for typical sampling layout schematics):

- a. Adjacent to any existing or former buildings, bridges, signals, etc.
- b. At former switch or rail-to-rail crossings, collect a minimum of 3 composite samples. One composite sample should be obtained at the switch or crossing location, with additional composite samples obtained at 50-foot intervals in either direction along the corridor as illustrated in Figure 1. Each composite sample should consist of 5 specimens (i.e., each composite sample will consist of 5 discrete samples that are mixed together and analyzed as a single sample).
- c. Along the remaining rail corridor, which is less than one mile in length:
  - For corridor less than 0.5-mile long, collect a minimum of 10 composite samples.
  - For corridor 0.5 – 0.75 miles long, collect 15 composite samples.
  - For corridor 0.75 miles to 1 mile long, collect 20 composite samples. Space the sampling points evenly down corridor, i.e., 20 samples in one mile is one sample about every 250 feet.
  - For corridors greater than 1 mile in length, the number of evenly spaced samples to be collected should be calculated as follows:

$$\text{Number of Composite Samples} = 20 + 5x$$

Where x = total corridor length in excess of 1 mile

As an example, given a 4-mile length of corridor, the number of samples to be collected would equal  $20+5*3$  or 35 composite samples, which would be spaced approximately every 600 feet.

Each composite sample collected along the corridor should consist of 5 specimens. An illustration of the composite sample configuration for a rail corridor is provided in Figure 2.

- d. Samples to be collected from three (3) depth intervals: 0 to 0.5 feet below land surface (ft bls), 0.5 to 2 ft bls, and 2 to 4 ft bls, or until groundwater is encountered, whichever is sooner taking into consideration State standards concerning direct exposure.
- e. Samples should be analyzed for arsenic (SW 846 Method 6010B), lead (SW 846 Method 6010B), PAH (SW 846 Method 8270C SIM) and Total Petroleum Hydrocarbons (TPH). If the corridor was utilized for electric rail, the samples should also be analyzed for PCB's using SW 846 Method 8082, Method 608 or appropriate state test method.
- f. In the event that soil sampling conducted pursuant to this Exhibit identifies contaminants exceeding applicable federal or State of Florida regulatory thresholds or otherwise indicates the potential presence of groundwater impacts, County may request additional groundwater sampling or testing to further evaluate site conditions. Any such groundwater sampling or testing shall be subject to the prior written approval of Seminole Gulf Railway, L.P. ("SGLR"), which approval shall not be unreasonably withheld, conditioned, or delayed. The scope, methodology, and locations of any groundwater testing shall be mutually agreed upon by the parties prior to implementation and shall comply with applicable federal, state, and local environmental regulations.

## II. Soil Management Plan

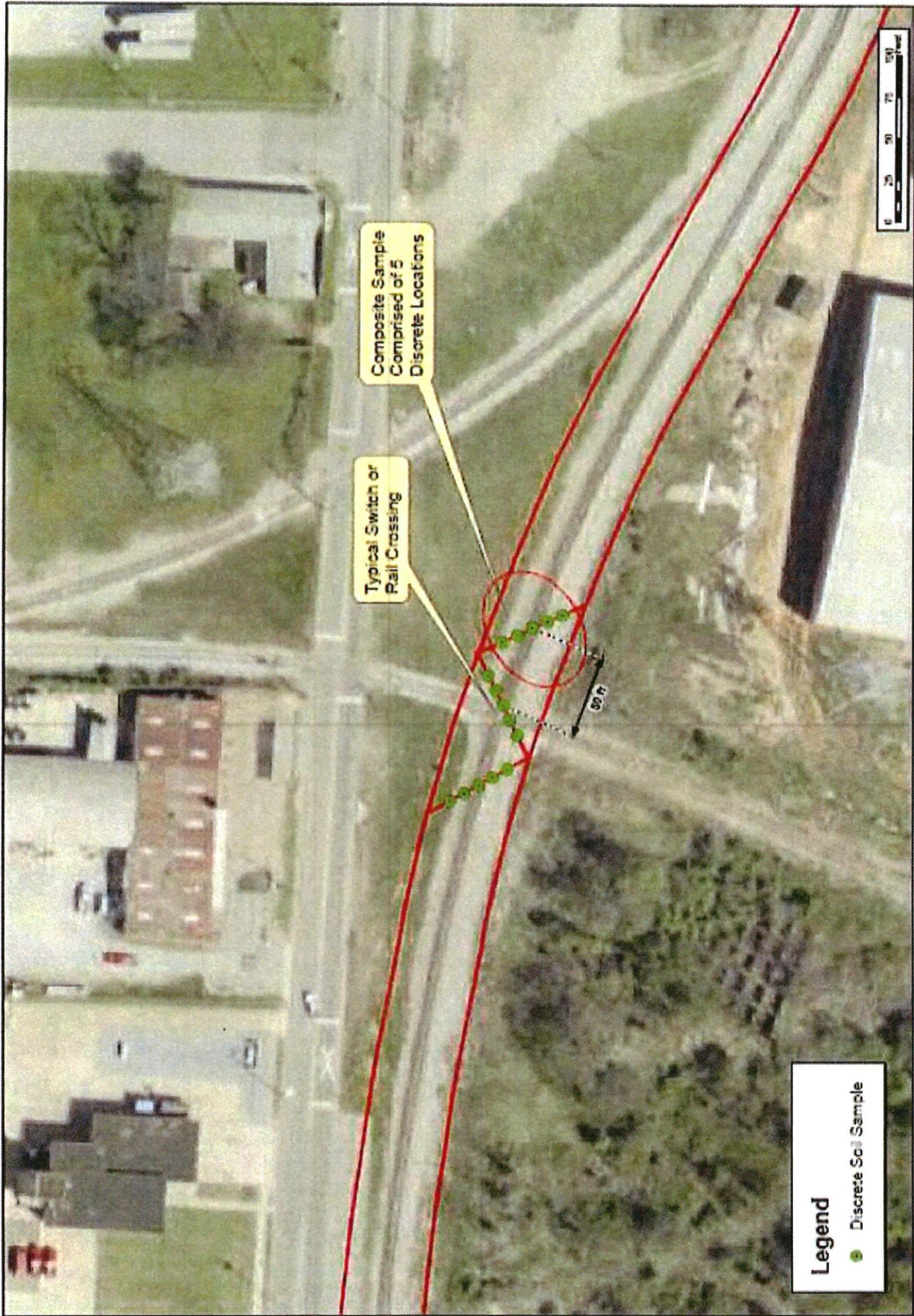
The purchase sale agreement shall require County, if necessary, based on environmental conditions identified in the Environmental Site Assessments or required by applicable environmental regulations, to provide a written soil management plan defining procedures for monitoring the corridor to ensure potential exposure pathways are controlled to reduce risk of exposure to the public to acceptable levels. This plan shall include at a minimum:

- A site plan clearly showing "capped" vs. "un-capped" areas of the corridor
- A detailed description of the cap thickness and method of construction (i.e. soil, concrete, asphalt, etc.);
- A detailed description of methods and procedures to be utilized to prevent users from accessing uncapped areas of the corridor and potentially contacting site soils. This section should include a discussion of signage or other methods to be utilized to communicate to the public the past industrial use of the corridor and the potential for impacted soils to be present;
- Defined procedures for the testing and management of soil that is excavated as part of a construction project on the property, such as culvert or underground utility installation;
- A discussion of inspection and reporting procedures to document (at least annually) the condition of the cap and to reaffirm that un-capped areas of the

site are not being accessed or utilized by the public. The annual inspection report should identify any deficiencies in the cap and document any changes (including updated site plans) or repairs made to the cap during the inspection period, and any other corrective actions warranted to protect the public from exposure to site soils.

### III. Capping by the County, its successors or assigns.

The rail bed, defined as extending from opposite toes-of-slope of the ballast field, if present, or a minimum of 7 feet on either side of the centerline of the former track, shall be graded and capped with pavement or other suitable material to prevent contact with the surface soil. This cap should have a minimum thickness of one to two feet. Actual cap design should be developed on a project-specific basis taking into account specific requirements of State and Local environmental regulation.



**Legend**  
 ● Discrete Soil Sample

Composite Sample  
 Composed of 5  
 Discrete Locations

Typical Switch or  
 Rail Crossing

CSX  
 TRANSPORTATION



CSX  
 TRANSPORTATION

Procedure For Sale of CSX Corridors For  
 Rails-to-Trails Recreation Use  
 Figure 2  
 Typical Switch or Rail Crossing Sampling Layout

CSX Transportation, Inc.  
 Policy and Procedures for Review of Suspicious Metal Evidence Available for Sale

Policy Date: May 22, 2007  
 S:\Library\Chatterbox\NBA

**EXHIBIT "C"**

**LEASES, LICENSES, CONTRACTS OR AGREEMENTS**

AX 989.61\_Collier County\_land lease for Team Track SCL 32383  
AX 989.61\_Immokalee Tomato Growers\_Sidetrack\_ACL 4328.pdf  
AX 989.61\_NT Gargiulo\_Sidetrack\_ACL 20907.pdf  
AX 989.62\_Collier County public road xing SCL 34537 & SGLR 0077  
AX 989.62\_Banner Supply\_Temp Storage\_Railhead Park.pdf  
AX 989.62\_Commercial Dev Co\_Land Lease Storage\_Pagles Rd.pdf  
AX 989.62\_Sprint\_ug wireline\_Pagels Rd\_SGLR 0066.pdf  
AX 989.69\_Sprint\_GA\_ug wireline.pdf  
AX 989.80\_NT Gargiulo\_ug sewer pipe\_SGLR 0193.pdf  
AX 989.93\_RR Selvia\_Private Xing\_SCL 36479.pdf  
AX 990.18\_Collier County\_ug water & sewer mains\_Livingston Rd CSX 569  
AX 990.62\_Krehling Ind\_Sidetrack\_SCL 16787.pdf  
AX 990.69\_Hahn Towers Inc\_wireless communication tower SGLR 0754.pdf  
AX 990.70\_Krehling Ind\_Private Xing\_SCL 17283.pdf

This list does not represent all agreements affecting the Property. Remaining agreements will be provided by the Trust during the Inspection Period.

**Exhibit "D"**

**Trail Use Agreement**

If the STB issues a NITU in favor of a designated trail sponsor ("Trail Sponsor") on the Property to be transferred by deed in favor of County (which upon Closing shall serve as the "Trail Sponsor" and "Interim Trail Manager"), the following (which shall be completed by the parties after the issuance of the NITU) shall constitute the Interim Trail Use Agreement:

a. By Decision and Notice of Interim Trail Use or Abandonment served \_\_\_\_\_, in STB Docket No. AB 55 (Sub No. \_\_\_), the Surface Transportation Board ("STB") imposed a one-year period for the Trail Sponsor to negotiate an interim trail use/rail banking agreement with SGLR for the Property.

b. Trail Sponsor agrees that upon acceptance of a quitclaim deed conveying the Property at Closing to Trail Sponsor, as Interim Trail Manager, or its designee pursuant to the STB's aforementioned order, Interim Trail Manager, its authorized successors, designees or assigns shall assume full responsibility for (1) management of the right-of-way; (2) all legal liability arising from the Interim Trail Manager's ownership, management, or use after the Closing unless the Interim Trail Manager is immune from liability in which case it shall only indemnify SGLR against any potential liability to the extent permitted by law) and (3) the payment of any and all taxes that may be levied or assessed against the right-of-way.

c. Interim Trail Manager acknowledges that the Property remains subject to the jurisdiction of the STB for purposes of reactivating rail service. As an inducement to Interim Trail Manager to enter into this Agreement, and in the event action is taken to reactivate rail service on the Property, SGLR agrees to compensate Interim Trail Manager, or assist Interim Trail Manager as follows:

i. In the event the STB, or any other entity of the United States Government compels SGLR, its successors or assigns, to reactivate rail service on the Property, or in the event SGLR, its successors or assigns, voluntarily takes steps to reactivate rail service on the applicable Property or portion thereof by seeking to vacate or modify the Notice of Interim Trail Use, and if the STB approves the vacation or modification of the NITU and reactivation of rail service requiring conveyance of the Property or portion thereof by the Interim Trail Manager to SGLR its successors or assigns, then, in such event, SGLR, its successors or assigns, shall pay to the Interim Trail Manager at the time of reactivation the then depreciated value of all trail and related infrastructure improvements made by County, its successors, assigns and Interim Trail Manager and a sum equivalent to the Purchase Price as adjusted by the same percentage of change reflected in the "Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) (1982-84=100) specified for All Items - United States compiled by the Bureau of Labor Statistics of the United States Department of Labor" ("CPI"). The amount to be paid by SGLR to the Interim Trail Manager shall be calculated in accordance with the following:

(Current Price Index\*/Base Price Index\*\*) X Purchase Price = Amount paid to Interim Trail Manager

\* Effective annual CPI for the most recent year ending prior to reactivation.

\*\* Effective annual CPI for the year of Closing.

In the event the CPI is converted to a different standard reference base or otherwise revised or changed, the calculation of the adjustment shall be made with the use of such conversion factor, formula or table for converting the CPI as may be published by the Bureau of Labor Statistics or, if said Bureau shall not publish the same, then as reasonably determined by SGLR and the Interim Trail Manager.

In the event that rail service is reactivated and reimbursement is required by SGLR as set out herein, Interim Trail Manager shall re-convey the applicable Property together with all improvements located thereon to SGLR.

ii. SGLR for itself and its successors and assigns agrees that it will not voluntarily transfer its reactivation rights to any third party or common carrier, or agree to any third-party or common carrier request to reactivate, unless and until it has received a letter from the Interim Trail Manager stating the Interim Trail Manager's support for reactivation of rail service and vacation of the NITU, and that the Interim Trail Manager has reached a satisfactory agreement with such third party petitioning for reactivation of rail service for the depreciated value of all related improvements and compensation for transfer and conveyance of the Property, provided that such compensation shall not be greater than the fair market value of the Property at that time.

**[SIGNATURE BLOCKS TO BE INSERTED AT CLOSING]**