

# Holland & Knight

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D. Bruce May  
+1 850-425-5607  
[bruce.may@hklaw.com](mailto:bruce.may@hklaw.com)

July 15, 2026

*Via E-File*

Adam Teitzman, Director  
Office of the Commission Clerk  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, FL 32399-0850

Re: Docket : 20260027 - Application for transfer of CPI Citrus Park Utility TRS, L.L.C.'s water and wastewater facilities, in Lee County, to Bonita Springs Utilities, Inc., an exempt entity under Section 367.022(7), F.S., and cancellation of Certificate Nos. 675-W and 576-S.

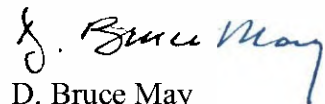
Dear Mr. Teitzman:

At Commission staff's request, attached for filing in the above-referenced docket is the Addendum to the Agreement for Purchase and Sale dated July 13, 2026. The Addendum does not alter the transfer of the utility facilities from CPI Citrus Park to BSU. It simply clarifies two items relating to contract administration: 1) it describes the easements granted by CPI Citrus Park to BSU for BSU's future access to the utility facilities; and 2) it finalizes the timeline for closing to match the currently expected timeframe for Commission approval of the transfer.

Thank you for your consideration.

Sincerely,

HOLLAND & KNIGHT LLP



D. Bruce May

DBM:jg  
Enclosure

Adam Teitzman  
July 15, 2026  
Page 2

cc: Major Thompson, Esq.  
Mr. Orlando Wooten  
Mr. Pierre Molster  
Mr. Andrew Koebel  
Mr. Steve Richards  
John R. Jenkins, Esq.

## **ADDENDUM #2 TO AGREEMENT FOR PURCHASE AND SALE**

THIS ADDENDUM #2 TO AGREEMENT FOR PURCHASE AND SALE, (hereinafter "Addendum") is executed this 13<sup>th</sup> day of July, 2026, by and between CPI CITRUS PARK UTILITY TRS, L.L.C. ("Seller"), and BONITA SPRINGS UTILITIES, INC. ("Buyer") (Seller and Buyer shall be collectively referred to as the "Parties"), and relates to the Agreement for Purchase and Sale of Water and Wastewater Assets by and between the Parties dated December 11, 2025, as amended by that certain Addendum #1 to Agreement for Purchase and Sale dated December 18, 2025 (hereinafter collectively, "Contract").

For and in consideration of Ten and No/100's Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to make the following terms and conditions part of the Contract:

1. Section 2.2.7 of the Contract is deleted and replaced with the following:

Certain temporary easements from Seller and Property Owner as may be reasonably required for Buyer to access the Sites and operate the Transferred Facilities in the Real Property in the manner in which they are currently being operated, which easements shall be in a form to be attached as Appendix "2.2.7." (the "Temporary Easement Agreement").

2. Appendix 2.2.7 of the Contract is deleted and replaced with Appendix 2.2.7 attached hereto.

3. Section 11.1 of the Contract is deleted and replaced with the following:

Unless otherwise extended as provided elsewhere herein, this transaction shall close within three (3) days after PSC's affirmative vote to issue the PSC Approval (the "PSC Final Order"), which Closing shall take place at a location mutually acceptable to both parties. Buyer and Seller shall use commercially reasonable efforts to obtain the PSC Approval as promptly as reasonably practicable after the effective date of this Agreement, and if such PSC Approval is not obtained on or before January 7, 2027, either party shall have the right to terminate this Agreement upon written notice to the other. Both Buyer and Seller agree not to contest or appeal the PSC Final Order, which mutual agreement shall survive Closing under this Agreement. As used in this Agreement, the "Closing Date" shall mean 12:00 a.m. the date that this transaction is closed.

4. The following shall be added as Section 12.8 to this Contract:

Upon Seller and Property Owner's final approval of Buyer's plans for the Interconnect, as contemplated by and consistent with Exhibit D attached hereto and with the terms and conditions set forth in the Temporary Easement Agreement, Property Owner and Buyer shall use commercially

reasonable efforts to negotiate, execute and deliver a permanent easement agreement, in substantially the same form attached as Appendix 2.2.7, except that such permanent easement shall (i) contain depictions of the Interconnect as approved and constructed, (ii) provide that all access rights shall be limited to the roadways located on the Real Property and such portions of the Real Property as are reasonably required for Buyer to access the infrastructure as more particularly depicted on such final approved plans for the Interconnect, (iii) provide that Buyer shall have no further easement rights with respect to the Sites, except as may be reasonably approved by Property Owner in writing, and (iv) terminate the Temporary Easement Agreement of record. The Parties agree that if the Parties have not agreed upon the form of a permanent easement as contemplated herein prior to the termination of the Lease in accordance with its terms, then Property Owner shall have the right to terminate and record a termination of the Temporary Easement Agreement. Buyer agrees to reasonably cooperate to effectuate the termination of the Temporary Easement Agreement, and if Buyer fails to do so within fifteen (15) days following the termination of the Lease, Property Owner shall have the right to record a termination on behalf of Buyer as Buyer's attorney-in-fact. The obligations set forth in this Section 12.8 shall survive termination of this Contract.

5. This Addendum, upon its execution by all parties to the Contract, is hereby made an integral part of the Contract. This Addendum may be executed in counterparts and the counterparts taken together shall constitute the agreement of the parties. In the event of a conflict between this Addendum and the Contract, the terms of this Addendum shall govern and control. A facsimile, DocuSign or e-mail copy of this Addendum and any signatures hereon shall be considered for all purposes as original. All other terms and conditions of the Contract not modified herein are hereby ratified and confirmed.

SELLER:  
CPI CITRUS PARK UTILITY TRS,  
L.L.C.

BY:  Signed by:  
A0BA07A10B7B419...

Print Name: Sarah Epps

Its: Authorized Person

Date: 7/10/2026 | 11:24 PDT

BUYER:  
BONITA SPRINGS UTILITIES, INC.

BY: \_\_\_\_\_

Print Name: Richard Garner

Its: President

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

(Signature pages continue)

reasonable efforts to negotiate, execute and deliver a permanent easement agreement, in substantially the same form attached as Appendix 2.2.7, except that such permanent easement shall (i) contain depictions of the Interconnect as approved and constructed, (ii) provide that all access rights shall be limited to the roadways located on the Real Property and such portions of the Real Property as are reasonably required for Buyer to access the infrastructure as more particularly depicted on such final approved plans for the Interconnect, (iii) provide that Buyer shall have no further easement rights with respect to the Sites, except as may be reasonably approved by Property Owner in writing, and (iv) terminate the Temporary Easement Agreement of record. The Parties agree that if the Parties have not agreed upon the form of a permanent easement as contemplated herein prior to the termination of the Lease in accordance with its terms, then Property Owner shall have the right to terminate and record a termination of the Temporary Easement Agreement. Buyer agrees to reasonably cooperate to effectuate the termination of the Temporary Easement Agreement, and if Buyer fails to do so within fifteen (15) days following the termination of the Lease, Property Owner shall have the right to record a termination on behalf of Buyer as Buyer's attorney-in-fact. The obligations set forth in this Section 12.8 shall survive termination of this Contract.

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SELLER:  
CPI CITRUS PARK UTILITY TRS,  
L.L.C.

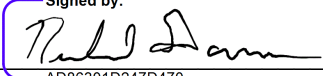
BY: \_\_\_\_\_

Print Name: Sarah Epps

Its: Authorized Person

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

BUYER:  
BONITA SPRINGS UTILITIES, INC.

Signed by:  
BY:  \_\_\_\_\_  
AD86301D247D470...

Print Name: Richard Garner

Its: President

Date: 7/11/2026 | 05:50 PDT

(Signature pages continue)

Property Owner joins in this Amendment for purposes of acknowledging its obligations hereunder, provided that Property Owner's obligations under the Contract, as amended herein, are limited to Sections 2.2.7, 7, 11.2.5 and 12.8 of the Contract.

PROPERTY OWNER:

CPI CITRUS PARK OWNER, L.L.C.

Signed by:  
BY: Sarah Epps  
A6BA87A16B7B419...

Print Name: Sarah Epps

Its: Authorized Person

Date: 7/10/2026 | 11:24 PDT

### **Appendix 2.2.7**

[Attached]

THIS INSTRUMENT PREPARED BY,  
AND AFTER RECORDING RETURN TO:

---

**TEMPORARY ACCESS, MAINTENANCE AND UTILITY EASEMENT AGREEMENT**

This Temporary Access, Maintenance and Utility Easement Agreement (this “Agreement”) is made this \_\_\_\_ day of \_\_\_\_\_, 2026 (the “Effective Date”), between CPI Citrus Park Owner, L.L.C., a Delaware limited liability company (“Citrus Park”), and Bonita Springs Utilities, Inc. a Florida not for profit corporation (“BSU”).

**WITNESSETH:**

**WHEREAS**, Citrus Park is the owner of the mobile home and recreational vehicle park and various community amenities located at 25581 Trost Blvd., Bonita Springs, Lee County, Florida now known as Bonita Terra (the “Community”) all of which are located on the real property described on **Exhibit “A”** attached hereto (the “Real Property”); and,

**WHEREAS**, as of the Effective Date, BSU is the owner a potable water supply, treatment, and storage system (“Water Treatment Facilities”), a wastewater treatment and disposal system (“Wastewater Treatment Facilities”), and wastewater transmission (force) mains (but not the wastewater gravity collection system and lift stations (“Wastewater Transmission Facilities”) all as more particularly identified in **Exhibit “B”** attached hereto (collectively the “Facilities”) located within and serving the Real Property, along with a water transmission and distribution system and wastewater gravity collection system owned by an affiliate of Citrus Park; and,

**WHEREAS**, in order for BSU to access and operate the Facilities prior to the construction of the Interconnects, Citrus Park and BSU have entered into a Lease Agreement as of the Effective Date (the “Lease”), whereby Citrus Park leases to BSU the portion of the Real Property containing the Water Treatment Facilities and Wastewater Treatment Facilities (the “Sites”), which Sites are more particularly depicted on **Exhibit “C”** hereto; and,

**WHEREAS**, in order for BSU to operate, maintain, repair and replace the Water Treatment Facilities and Wastewater Treatment Facilities prior to the construction of the Interconnects, and to decommission the Water Treatment Facilities and the Wastewater Treatment Facilities following the Interconnects, BSU requires ingress and egress to the Sites as called for in the Lease, for the term of the Lease; and,

**WHEREAS**, in order for BSU to operate, maintain, repair and replace the Wastewater Transmission Facilities, BSU requires ingress and egress to areas throughout the Real Property as more particularly depicted on **Exhibit “D”** hereto and as set forth below;

**WHEREAS**, in order for BSU to construct, maintain and operate the water and wastewater interconnections to provide Services to the Community and water service to the neighboring subdivision of Bell Villa (“Bell Villa”) through its regional treatment facilities



interconnected with the Facilities in substantial accordance with the plan attached as **Exhibit “E”** hereto (the “Interconnects”) (which plan may be further updated following execution of this Agreement subject to the reasonable approval of the parties), BSU requires ingress and egress through the Real Property as more particularly described herein.

**NOW, THEREFORE**, for and in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby covenant and agree that BSU shall have the right to access portions of the Real Property for the purposes contained herein, subject to the terms and conditions hereinafter set forth in this Agreement.

1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein by reference.

2. **Grant of Easement.**

**2.1** Subject to the conditions set forth in Section 2.2 below, and for the purpose of BSU providing potable water and wastewater treatment and transmission service, Citrus Park hereby grants, gives and conveys to BSU the following:

- (i) a non-exclusive access easement over, beneath and across the roadways constructed on the Real Property for purposes of accessing the Sites, together with an easement over, beneath and across the Sites to operate, maintain, repair, and replace the Facilities, which easement rights shall terminate upon termination of the Lease;
- (ii) a non-exclusive access easement over, beneath and across the roadways constructed on the Real Property for purposes of accessing the Wastewater Transmission Facilities, together with an easement over, beneath and across those portions of the Real Property as depicted on Exhibit D hereto in order to operate, maintain, repair, and replace the Wastewater Transmission Facilities;
- (iii) a non-exclusive access easement over, beneath and across the roadways constructed on the Real Property and such other portions of the Real Property as described and depicted on Exhibit D attached hereto to construct, own, operate, maintain, repair, and replace the Interconnects;
- (iv) a non-exclusive access easement over, beneath and across the existing roadways constructed on the Real Property for purposes of accessing the Well Facilities (as defined below) together with the right to own, operate, maintain and repair the Well Facilities in accordance with this Agreement; and,
- (v) the right to make extensions, relocations and improvements to its water and wastewater transmission systems including, but not limited to, looping water transmission mains, provided that all such extensions, relocations and improvements shall be subject to Citrus Park’s prior written approval, which may not be unreasonably withheld, but shall be subject in all respects to Citrus Park’s rights pursuant to Section 2.3 below. The parties agree that if such extensions,

relocations or improvements are agreed upon pursuant to this Section that the parties may record a modification to this Agreement or a new easement further describing the foregoing.

2.2 Consistent with its water use permit (and provided that BSU shall not increase the well production threshold in any manner that would subject Citrus Park to state, county or other applicable rules and regulations for wellfield protection) BSU shall have the right to own, operate, maintain, repair and replace the raw water production wells and associated monitoring wells comprising a portion of the Water Treatment Facilities, along with a future raw water transmission main ("Well Facilities"), which rights shall remain after the termination of the Lease. It is intended that the Well Facilities will continue as a source of raw water supply, through the raw water transmission main, as a part of BSU's West Wellfield for as long as BSU provides potable water service to the Community. BSU's ownership of the Well Facilities is limited to a personal property interest in the Well Facilities not any real property interest other than the easement rights conveyed herein. If at any time BSU ceases to provide potable water services to the Real Property then, at Citrus Park's election, any easement rights related to the Well Facilities shall be deemed terminated and BSU shall either, at Citrus Park's election: (a) convey the Well Facilities to Citrus Park or an entity designated by Citrus Park pursuant to a bill of sale in a form reasonably acceptable to the parties, or (b) decommission the Well Facilities in accordance with applicable law. If BSU does not deliver such bill of sale or decommission the Well Facilities in accordance with the immediately preceding sentence, then Citrus Park shall have the right to deem such Well Facilities abandoned and pursue any legal or equitable remedies referenced in this Agreement;

2.3 The grant set forth above shall be subject in all respects to: (i) any existing easements, reservations, restrictions and rights of way of record, (ii) Citrus Park's right to use and operate the Real Property, except that Citrus Park shall not construct or permit new improvements within the easement area that interfere with BSU's right to access, operate, maintain and repair BSU's existing utility infrastructure (provided that in no event shall the foregoing prohibit Citrus Park from repairing or replacing mobile homes in their existing locations), (iii) each tenant or resident's right to occupy his, her or their respective pad site without unreasonable or material interference from BSU, and (iv) the terms and conditions of BSU's Franchise with Lee County and the City of Bonita Springs and its approved Tariffs. As used in the foregoing (ii), "improvements" shall include, without limitation: buildings, walls, fences, pools, fountains, footers, columns, piers, anchor bolts, pilings, overhangs, and slabs. At any time during the term of this Agreement, Citrus Park shall have the right to cause BSU to relocate any of its facilities then existing on the Real Property as may be required for Citrus Park to operate or expand Citrus Park's operations on the Real Property, at Citrus Park's sole expense (the "Relocation"). BSU shall promptly execute such further assurances of the foregoing from time to time as may be reasonably requested by Citrus Park in connection with any applications for municipal permits and related matters.

2.4 If at any time BSU ceases providing potable water and/or wastewater services to the Real Property (excepting temporary service interruptions related to maintenance and repair work or in connection with a material casualty that causes damage to the utility infrastructure), then the easements granted pursuant to this Agreement shall be deemed terminated and this Agreement shall be of no further force or effect.

2.5 All operation, maintenance, repair and replacement obligations regarding the Facilities (for such time as they are in service) or other BSU facilities shall be at the sole cost and expense of BSU, with the exception of a Relocation. BSU shall perform any work required in connection with this Agreement in a good and workmanlike, safe and efficient manner which minimizes the effect thereof (to the extent commercially reasonable) upon the use and operations of the Citrus Park and the Community, and in compliance with all applicable laws and regulations (including, but not limited to, all applicable environmental laws) after obtaining, and in compliance with, all necessary permits, licenses and approvals. Upon completion of any such work, the work area will be restored promptly by BSU to its pre-work appearance and condition in all respects. At any and all times that BSU (or anyone acting by, through or under BSU) enters onto the Real Property to perform such work, BSU shall maintain the following insurance policies:

(i) A policy of comprehensive general liability insurance covering all activity and conduct of BSU and BSU's agents while exercising the right of access and use of the Easement Area as described in this Agreement. The comprehensive general liability policy of insurance required to be maintained pursuant to this Section shall be in amounts and covering such risks as are usually carried by commercial property owners in Lee County, Florida, and in any event, shall be in an amount of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate per location or per project and \$2,000,000 Products & Completed Operations, shall include contractual liability and coverage for bodily injury and property damage liability written on an occurrence basis with broad form endorsement, and shall otherwise be commercially reasonable in form and substance.

(ii) Automobile liability insurance in the amount of \$1,000,000 per occurrence providing coverage for all owned, non-owned and hired vehicles;

(iii) Statutory workers' compensation insurance and employer's liability in the amount of \$1,000,000 per accident/per disease/per employee;

(iv) Umbrella liability insurance in an amount not less than \$5,000,000 per occurrence and in the general aggregate, which limit may be satisfied by any combination of primary or excess/umbrella per occurrence policies providing coverage at least as broad as the underlying commercial general liability, employer's liability and automobile liability insurance policies, and

(v) During the course of any environmental testing or related inspections on the Real Property, BSU shall carry or cause any parties performing the environmental services on behalf of BSU to carry pollution liability insurance in amounts no less than \$2,000,000 per occurrence/general aggregate on a per project basis.

All insurance policies shall include a waiver of subrogation, and shall be primary to, and not in excess of or contributing with, any insurance or self-insurance maintained by Citrus Park, Citrus Park's lender or Citrus Park's property manager/agent with respect to the Real Property, and shall be kept and maintained in force during the term of this Agreement and so long thereafter as necessary to cover any claims of damages suffered by persons or property resulting from any acts or omissions of BSU and/or any party acting by, through or on behalf of BSU.

Prior to the Effective Date and otherwise periodically at the request of Citrus Park, BSU shall: (a) deliver to Citrus Park written evidence establishing to Citrus Park's reasonable satisfaction that such adequate and appropriate insurance is being maintained and in full force and effect and (b) cause Citrus Park, Citrus Park's lender, Citrus Park's property manager, and any designee(s) of Citrus Park to be named as additional insureds on a primary and non-contributory basis under the insurance policies to be maintained in accordance with this Section, except with respect to workers' compensation insurance. The provisions of this Section shall survive any termination of this Agreement.

### 3. **Remedies.**

3.1 Self-Help. If BSU defaults in the performance of its obligations hereunder and such default is not cured within fifteen (15) days after delivery of written notice Citrus Park shall have the right to perform such obligation, in which event BSU shall reimburse Citrus Park for all amounts actually expended, including reasonable attorneys' fees. In the event of a failure to reimburse within thirty (30) days after receipt of written request for reimbursement, all amounts due shall accrue interest thereon at the lesser of ten percent (10%) per annum ("Default Rate") or the maximum rate permitted by law.

3.2 Injunctive Relief. In the event of a default that cannot be cured by the mere payment of money, and following written notice and a reasonable opportunity to cure as provided in Section 3.1 above, the non-defaulting party shall be entitled to seek injunctive relief and seek compliance with the obligations created under this Agreement and shall be entitled to obtain a decree specifically enforcing performance hereunder.

3.3 Non-Waiver. No waiver by a party of any violation or breach of any of the terms contained herein shall waive such party's rights regarding any future violation of such term. Except as otherwise specifically provided in this Agreement, the remedies set forth in this Agreement shall be cumulative and may be pursued successively or concurrently.

### 4. **Miscellaneous.**

4.1 The rights, obligations, covenants and conditions described herein shall run with the Real Property and shall be binding upon and inure to the benefit Citrus Park, BSU and each of their respective successors and assigns. BSU may not assign BSU's rights and obligations hereunder except to the extent that such assignee assumes all of BSU's rights and obligations, or enters into a new agreement, regarding utility service the Real Property. This Agreement shall be construed in accordance with Florida law and shall not be amended or modified unless in writing executed by the parties hereto, or their respective successors or assigns. The proper venue of any action or proceeding arising hereunder shall be Lee County, Florida.

4.2 Invalidation of any of the provisions contained in this Agreement, or of the application thereof to any party by judgment or court order, shall in no way affect any of the other provisions hereof or the application thereof and the same shall remain in full force and effect.

4.3 To the maximum extent permitted by law, BSU agrees to indemnify and save harmless Citrus Park and its owners, officers, employees, managers, tenants, residents,

contractors, guests, invitees, licensees and designees (collectively, the "Citrus Park Parties"), from and against all claims, losses, damages and liabilities arising from any injury to or death of any person, any damage to property, the release of hazardous substances and/or petroleum products to the air, water, surface or subsurface, or the exacerbation of any pre-existing environmental conditions, resulting from the use of the easement areas described in this Agreement by BSU or its guests, tenants, employees, invitees, licensees and designees; provided that such indemnity shall not apply in the event of gross negligence or intentional misconduct of the Citrus Park Parties.

4.4 To the maximum extent permitted by law, Citrus Park agrees to indemnify and save harmless BSU and its owners, officers, employees, managers, and contractors (collectively, the "BSU Parties"), from and against all claims, losses, damages and liabilities directly resulting from damage or injury to BSU Parties, the Facilities or BSU off-site facilities to the extent caused by the actions of Citrus Park or its guests, tenants, employees, invitees, licensees and designees; provided that such indemnity shall not apply in the event of gross negligence or intentional misconduct of the BSU Parties, or if BSU is in default under the terms of this Agreement.

4.5 Any notice, demand or request which may be permitted, required or desired to be given in connection with this Agreement shall be given in writing and directed set forth below.

If to BSU:

Executive Director  
Bonita Springs Utilities, Inc. 11900 East Terry  
Street Bonita Springs, FL 34135

With a copy to:

Scott Beatty, Esq  
Henderson Franklin Starnes & Holt, P.A.  
3451 Bonita Bay Blvd., Ste. 206  
Bonita Springs, FL 34134

If to Citrus Park:

DLA Piper LLP (US)  
c/o Lauren A. Rico and Meagan Ekimoff  
500 Eighth Street NW  
Washington, DC 20004

And with copy to:

Wells Fargo Bank, National Association  
2030 Main Street, 8<sup>th</sup> Floor  
Irvine, California 92614-7255  
Attention: Blake Daniels  
Relationship Manager

BSU shall notify Citrus Park via electronic mail to the property manager (as designated by Citrus Park) at least seven (7) days in advance of any work on the Utility System outside of routine maintenance and repairs. To the extent that BSU provides notice of any work to Citrus Park pursuant to this Section, Citrus Park agrees to assist with coordinating notices to the residents of the Real Property, as appropriate.

4.6 The article, section, subsection, paragraph and/or other headings of this Agreement are for convenience only and in no way limit or enlarge the scope or meaning of the language hereof.

4.7 BSU's use of the easements granted under this Agreement shall be subject in all respects to the terms, conditions and limitations of all permits and approvals applicable to the Facilities.

4.8 In the event of legal action regarding this Agreement or the rights and obligations of the parties to this Agreement, the party prevailing in such action will be entitled, in addition to such other relief as may be granted, to its reasonable expenses, costs and attorneys' fees.

4.9 Prior to the termination of the Lease, the parties shall reasonably cooperate to negotiate and enter into a permanent easement agreement substantially consistent with the terms set forth herein, except that the permanent easement shall (i) contain depictions of the Interconnects as approved and constructed, (ii) provide that all access rights shall be limited to the roadways located on the Property and such portions of the Real Property as are reasonably required for BSU to access the infrastructure as more particularly depicted on such final approved plans for the Interconnects, (iii) provide that BSU shall have no further easement rights with respect to the Sites, except as may be reasonably approved by Citrus Park in writing, and (iv) terminate this Agreement of record. The parties agree that if the parties have not agreed upon the form of a permanent easement as contemplated herein or if the Interconnects have not been constructed as contemplated herein prior to the termination of the Lease, then Citrus Park shall have the right to terminate the Lease and/or this Agreement, and record as attorney-in-fact on behalf of BSU a termination of the Lease and/or this Agreement in order to confirm the easement rights set forth herein no longer apply.

4.10 Notwithstanding anything appearing to the contrary in this Agreement, no direct or indirect partner, member or shareholder of either BSU or Citrus Park (or any officer, director, agent, member, manager, personal representative, trustee or employee of any such direct or indirect partner, member or shareholder of BSU or Citrus Park, as applicable) shall be personally liable for the performance of the obligations of, or in respect of any claims arising against BSU or Citrus Park, as applicable, under this Agreement. No personal judgment shall be sought or obtained against any of the foregoing in connection with this Agreement.

[signature pages follow]

**IN WITNESS WHEREOF**, the parties have hereunto set their hand and seals upon the dates so designated below.

WITNESSES:

BSU:

\_\_\_\_\_  
Print Name:\_\_\_\_\_

BONITA SPRINGS UTILITIES, INC.  
a Florida not for profit corporation

\_\_\_\_\_  
Richard Garner, President

\_\_\_\_\_  
Print Name:\_\_\_\_\_

**STATE OF FLORIDA COUNTY OF LEE**

The foregoing instrument was acknowledged before me by means of (.) personal presence or (\_\_\_\_) online notarization, this \_\_\_\_day of\_\_\_\_\_, 2026, by Richard Garner, as President, of Bonita Springs Utilities, Inc., a Florida not for profit corporation, on behalf of the corporation. He/she is personally known to me or who has produced a driver's license as identification.

Notary Public, State of Florida

NOTARY RUBBER STAMP SEAL  
OR EMBOSSED SEAL

\_\_\_\_\_  
Printed Name of Notary Public

Commission No.

\_\_\_\_\_  
Exp. Date



WITNESSES:

CITRUS PARK:

\_\_\_\_\_  
Name: \_\_\_\_\_

CPI Citrus Park Owner, L.L.C. Print  
a Delaware limited liability company

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**DISTRICT OF COLUMBIA**

The foregoing instrument was acknowledged before me by means of ( ) personal presence or ( ) online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2026, by \_\_\_\_\_, as \_\_\_\_\_ of CPI Citrus Park Owner, L.L.C., a Delaware limited liability company, on behalf of the company. He/she is personally known to me.

Notary Public

\_\_\_\_\_

NOTARY RUBBER STAMP SEAL  
OR EMBOSSED SEAL

\_\_\_\_\_  
Printed Name of Notary Public

Commission No.

\_\_\_\_\_ Exp. Date \_\_\_\_\_

**Exhibit "A"**  
**The Real Property**

**PARCEL A**

A PARCEL OF LAND LYING IN A PORTION OF SECTION 19, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 3" X 3" CONCRETE MONUMENT MARKING THE SOUTHWEST CORNER OF SAID SECTION 19 RUN NORTH 01°00'52" WEST ALONG THE WEST LINE OF SAID SECTION 19 FOR A DISTANCE OF 5305.97 FEET TO A 3" X 3" CONCRETE MONUMENT (TOP BROKEN) MARKING THE NORTHWEST CORNER OF SAID SECTION 19; THENCE RUN NORTH 89°16'57" EAST ALONG THE NORTH LINE OF SAID SECTION 19 FOR A DISTANCE OF 3136.81 FEET TO THE SOUTHEAST CORNER OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 1469, PAGE 1165, PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE LEAVING SAID NORTH LINE RUN SOUTH 01°07'28" EAST FOR A DISTANCE OF 2646.68 FEET TO THE SOUTHWEST CORNER OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 2178, PAGE 1096 OF SAID PUBLIC RECORDS AND A POINT ON A NON-TANGENTIAL CIRCULAR CURVE; THENCE RUN 126.76 FEET ALONG THE ARC OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 114.97 FEET, A CENTRAL ANGLE OF 63°10'20", A CHORD DISTANCE OF 120.44 FEET AND A CHORD BEARING OF SOUTH 32°36'07" EAST TO A POINT OF TANGENCY; THENCE RUN SOUTH 64°11'17" EAST FOR A DISTANCE OF 187.10 FEET TO A POINT OF CURVATURE; THENCE RUN 165.78 FEET ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 150.00 FEET, A CENTRAL ANGLE OF 63°19'24", A CHORD DISTANCE OF 157.47 FEET AND A CHORD BEARING OF SOUTH 32°31'35" EAST TO A POINT OF TANGENCY; THENCE RUN SOUTH 00°51'53" EAST FOR A DISTANCE OF 2326.31 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 19; THENCE RUN SOUTH 89°05'32" WEST ALONG SAID SOUTH LINE FOR A DISTANCE OF 795.52 FEET TO A 4" X 4" CONCRETE MONUMENT MARKING THE SOUTH QUARTER CORNER OF SAID SECTION 19; THENCE RUN SOUTH 89°03'06" WEST ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 19 FOR A DISTANCE OF 2652.59 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THE PARCEL OF LAND VESTED IN THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION BY THE SUPPLEMENTAL ORDER OF TAKING RECORDED IN OFFICIAL RECORDS BOOK 1172, PAGE 1152 AND THE FINAL JUDGEMENT RECORDED IN OFFICIAL RECORDS BOOK 1665, PAGE 2701, DESCRIBED AS FOLLOWS:

BEGIN ON THE SOUTH LINE OF SAID SECTION 19 AT A POINT NORTH 89°04'35.45" EAST 1,226.328 FEET FROM THE SOUTHWEST CORNER THEREOF; THENCE CONTINUE NORTH 89°04'35.45" EAST 130.001 FEET; THENCE NORTH 01°06'40.92" WEST 120.0 FEET; THENCE SOUTH 89°04'35.45" WEST 1,182.603 FEET; THENCE NORTH 0°55'24.55" WEST 20.0 FEET; THENCE SOUTH 89°04'35.45" WEST 173.654 FEET TO THE WEST LINE OF SAID SECTION 19; THENCE SOUTH 01°03'19.48" EAST 80.0 FEET; THENCE NORTH 89°04'35.45" EAST 1,226.270 FEET; THENCE SOUTH 01°06'40.92" EAST 60.0 FEET TO THE POINT OF BEGINNING.

**PARCEL B**

THE WEST 440.00 FEET OF THE SOUTH 1038.63 FEET OF SECTION 18, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA.

**Exhibit "B"**  
**Existing Utility Infrastructure – Wastewater Transmission Facilities**

**Water Treatment Facilities**

3 wells serving a 495,000 gpd  
    2 wells @ 8" Nom. 200 gpm Cased 75-ft,  
    1 well @ 8" Nom. 50 gpm Cased 17-ft  
Water Treatment Plants  
    395,000 gpd Conventional Plant  
    100,000 gpd Reverse Osmosis Plant  
294,000-gallon ground storage tank  
SFWMD Water Use Permit - expires 6/12/2039  
    Annual Allocation 83.11 MG  
    Maximum Month 10.18 MG.  
    Both Lower Tamiami Aquifer and Water Table Aquifer.

**Wastewater Treatment Facilities**

199,000 gpd Wastewater Treatment Plant  
    88,000-gallon surge tank  
    2 Trains each Nom. 100,000 gal.  
    2 Clarifiers each 11,500 gal.  
    2 digesters totaling 67,000 gal.  
    Chlorine Contact Chamber 2,600 gal.  
Five (5) Rapid Infiltration Basins (RIBS) for effluent disposal of the same permitted capacity.  
FDEP WWTP Permit - Capacity 199,000 gpd (3MADF)

**Wastewater Transmission Facilities**

11 Lift Stations  
155 Manholes  
2,500 LF of 3" Force Main  
2,500 LF of 4" Force Main  
2,000 LF of 6" Force Main

**CITRUS PARK - TROST INTERNATIONAL, INC.**  
(O.R. BOOK 2791, PG. 3350 - 3335)

**WASTEWATER TREATMENT PLANT LEASE AREA**  
470,806.33 SQ. FT.  
±10.81 ACRES

**POINT OF BEGINNING**  
(OFFICIAL RECORDS BOOK 1723, PAGE 3090)

**POINT OF COMMENCEMENT**  
NORTHWEST CORNER OF SECTION 19, TOWNSHIP 47 SOUTH, RANGE 28 EAST, LEE COUNTY, FLORIDA. FOUND 3" x 3" CONCRETE MONUMENT WITH 1/2" IRON PIN NO CAP, TOP BROKEN

**BOUNDARIES:**  
NORTH LINE OF CITRUS PARK AND NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 19  
WEST LINE OF CITRUS PARK AND WEST LINE OF THE NORTHWEST QUARTER OF SECTION 19  
S 01°00'52" E 240.00'  
N 01°00'52" W 1070.01'  
S 89°16'57" W 440.01'  
S 01°00'52" E 240.00'

**EASEMENTS:**  
110' WIDE FPM EASEMENT (OFFICIAL RECORDS BOOK 254, PAGES 598 AND 597)  
100' WIDE DRAINAGE EASEMENT (OFFICIAL RECORDS BOOK 1740, PAGE 1521)  
100' WIDE DRAINAGE EASEMENT (OFFICIAL RECORDS BOOK 1434, PAGE 1584) (OFFICIAL RECORDS BOOK 2426, PAGE 1185)  
25' WIDE DRAINAGE EASEMENT (OFFICIAL RECORDS BOOK 1723, PAGE 3090)

**UNPLATTED**

**SCALE:** 1" = 120'

**DATE:** SEPT. 11, 2019

**DRAWN BY:** D.C.H. **CHECKED BY:** D.C.H. **DATED:** SEPT. 11, 2019

**ACAD DWG. NO.:** 19-47-25 CITRUS PARK - LEASE AREAS

**CLIENT:** CITRUS PARK - TROST INTERNATIONAL, INC.

**CONTACT:** TRIGO & ASSOCIATES, INC.  
2223 TRADE CENTER WAY  
NAPLES, FLORIDA 34109  
PHONE: (239) 584-8448  
EMAIL: dchaufwy@comcast.net

**NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER.**

**DAVID C. HOLMAN, PSM No. 6270**

**SKETCH OF DESCRIPTION  
NOT A SURVEY**

SCALE: 1" = 50'

**UNPLATTED**

**BELL VILLA**

(OFFICIAL RECORDS BOOK 1469, PAGE 1152)

NORTH LINE OF CITRUS PARK AND NORTH LINE  
OF THE NORTHWEST QUARTER OF SECTION 19

13

18

N 89°16'57" E 970.01'

N 89°16'57" E 150.00'

24

19

**POINT OF COMMENCEMENT**  
NORTHWEST CORNER OF SECTION 19,  
TOWNSHIP 47 SOUTH, RANGE 26 EAST,  
FOUND 3"x3" CONCRETE MONUMENT WITH  
1/8" IRON PIN NO CAP, TOP BROKEN

**POINT OF BEGINNING**

WEST LINE OF CITRUS PARK AND WEST LINE  
OF THE NORTHWEST QUARTER OF SECTION 19

**WATER TREATMENT PLANT  
LEASE AREA**

**39,000.52 SQ. FT.  
±0.90 ACRES**

WATER TREATMENT PLANT LEASE AREA

**LEGAL DESCRIPTION**

THE EAST 150 FEET OF THE WEST 1120 FEET OF THE NORTH 260 FEET OF  
SECTION 19, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA,  
AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT NORTHWEST CORNER OF SAID SECTION 19 RUN N89°16'57"E  
ALONG THE NORTH LINE OF SAID SECTION 19 FOR A DISTANCE OF 970.01  
FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N89°16'57"E ALONG  
SAID NORTH LINE FOR A DISTANCE OF 150.00 FEET; THENCE LEAVING SAID  
NORTH LINE RUN S01°00'52"E ALONG A LINE 1120 FEET EAST OF AND  
PARALLEL TO THE WEST LINE OF SAID SECTION 19 FOR A DISTANCE OF  
260.00 FEET; THENCE RUN S89°16'57"W ALONG A LINE 260 FEET SOUTH OF  
AND PARALLEL TO THE NORTH LINE OF SAID SECTION 19 FOR A DISTANCE OF  
150.00 FEET; THENCE RUN N01°00'52"W ALONG A LINE 970 FEET EAST OF  
AND PARALLEL TO THE WEST LINE OF SAID SECTION 19 FOR A DISTANCE OF  
260.00 FEET TO THE POINT OF BEGINNING.

SAID LAND CONTAINING 39,000.52 SQUARE FEET OR 0.90 ACRES MORE OR  
LESS.

BEARINGS SHOWN HEREON ARE BASED ON AN BEARING OF N89°16'57"E ON  
THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 47  
SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA.

S 89°16'57" W 150.00'

**CITRUS PARK**

(O.R. BOOK 2791, PG. 3350 - 3353)

50' WIDE DRAINAGE EASEMENT  
(O.R. BOOK 1749, PG. 1521)

100' WIDE DRAINAGE EASEMENT  
(O.R. BOOK 1434, PG. 1584)  
(O.R. BOOK 2426, PG. 1185)

P.S.M., DATE: SEPT. 11, 2019

DAVID C. HOLMAN, PSM No. 6279

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL  
OF THE FLORIDA LICENSED SURVEYOR AND MAPPER.

**A. TRIGO & ASSOCIATES, INC.**

2223 TRADE CENTER WAY

NAPLES, FLORIDA 34109

PHONE: (239) 594-8448

EMAIL: ats@trigo.com

**CLIENT: CITRUS PARK - TROST INTERNATIONAL, INC.**

DRAWN: D.C.H. CHECKED: D.C.H. DATE: SEPT. 11, 2019

ACAD DWG.: 19-47-25 CITRUS PARK - LEASE AREAS

**Exhibit “D”**  
**Master Utility Plan**

[Attached]



|     |          |      |
|-----|----------|------|
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DATE: \_\_\_\_\_

ALEXANDER PAUL DUNN, P.E.  
FLORIDA P.E. LICENSE NO. 88855

**PAPER-DAWSON**  
FLORIDA ENGINEERING FIRM #00101 FLORIDA SURVEYING FIRM #14064  
3800 VIA DEL REY | BONITA SPRINGS, FL 34134 | 239.947.1144

BONITA TERRA - WATER & WASTEWATER  
EXTENSION AND CONNECTION  
BONITA SPRINGS, FLORIDA  
MASTER UTILITY PLAN

CONVERSION FACTOR TO INCHES: 79.5 (0.125)  
VERT. DAT. NAVD 1988  
JOB NO. 20201087-000  
DATE: JUNE, 2020  
DESIGNER: FW  
CHECKED: APD/DRAWN: VZ  
SHEET: 4 of 42



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100%

**Exhibit "E"**  
**Interconnects**

**Water offsite and onsite**

6,250 LF of 12" WM from Operations Way to WTP/distribution point (1 ditch crossing) and to Eastern side of Property for ultimate connection to Bonita Grande water main

(4) 12" Gate Valves

Connect to 12" WM W Morton

Furnish/Install/Connect 10" Meter & BFP Assembly to existing 8" main

Road, Driveway and General Restoration

[Alternate 12" WM is 8"]

**Wastewater**

Lift station/existing FM collection tie-in 6'Dia/15'Depth/7.5 HP

8" Plug valve

500 LF of 8" FM (1 ditch crossing)

Connect to 24" FM