

Tolling Agreement

This Tolling Agreement (this "Agreement") is entered into as of May 1st, 2003 by and between Nassau County and Bible Baptist Church.

WHEREAS, Bible Baptist Church has asserted that Nassau County is liable for damages relating to the West Nassau Landfill.

WHEREAS, Nassau County denies liability but is amenable to negotiating with Bible Baptist Church in an attempt resolve any claims;

WHEREAS, Bible Baptist Church requests Nassau County to toll the further running of the statute of limitations;

Therefore, in consideration of the parties agreement to forebear the filing of an action or proceeding and the agreement to toll the statute of limitations; the parties agree as follows:

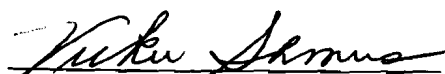
1. Bible Baptist Church agrees to postpone the filing and service of any action or proceeding against Nassau County or any entity related to Nassau County relating to the West Nassau Landfill until such time as Bible Baptist Church gives written notice to Nassau County of its intention to do so;

2. Nassau County agrees that the statute of limitations is tolled from the date of this agreement until Bible Baptist Church gives notice to Nassau County as contemplated in 1. above. Nassau County agrees to not assert as an affirmative defense or bar to any action or proceeding brought by Bible Baptist Church's that such action or proceeding is barred by the expiration of any applicable statute of limitations unless such action or proceeding (i) would have been time barred as the date of this agreement, or (ii) is time barred, when the period of time between the notice contemplated in 1. above and the date of filing or service of any such any action or proceeding is added to the period of time prior to the date of this Agreement.

3. This Agreement shall expire 120 days after execution, unless renewed in writing by Nassau County.

Executed as of the date first above written.

Board of County Commissioners
Nassau County, Florida



Vickie Samus
Its: Chairman

Bible Baptist Church



Pastor Michael Taylor

its: PASTOR

Attest:

J. Moxley, Jr. Clerk
by J. Suddley DC

J. M. "Chip" Oxley, Jr.

Its: Ex-officio Clerk

Approved as to Form by the
Nassau County Attorney


Michael S. Mulhin

5/29/03

Law Offices of
Cooper Ridge & Lantinberg

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Almer W. Beale, II
(1949-1999)

May 28, 2003

VIA FACSIMILE AND U.S. MAIL

Office of the General Counsel
Nassau County
Michael Mullin, Esq.
191 Nassau Pl.
Yulee, FL 32097

Dear Mr. Mullin:

Re: West Nassau County Landfill contamination of Bible
Baptist Church, Inc. Parish

Enclosed is a copy of the Tolling Agreement we discussed.
Please advise as to the status of your client's signature.

Sincerely,



Richard J. Lantinberg

RJL/kem