

12/19/08

TOLLING AGREEMENT

WHEREAS, the UNITED STATES OF AMERICA, on behalf of the United States Corps of Engineers ("Corps") may file a complaint against the BOARD OF COUNTY COMMISSIONERS OF NASSAU COUNTY, FLORIDA, a political subdivision of the State of Florida, ("potential defendant") for inter alia, alleged violations of Sections 301(a), 309, and 404 of the Clean Water Act ("CWA"), 33 U.S.C. Sections 1311(a), 1319, and 1344, and/or Sections 9, 10, or 13 of the Rivers and Harbors Act of 1899, 33 U.S.C. Sections 401, 403, or 407, and/or Ocean Dumping Act Sections 101 and/or 103 (33 U.S.C. 1411, 1413), at a site commonly known as the Judicial Annex in Nassau County, Florida, Permit # 199705047 (IP-DS); and

WHEREAS, the purpose of any such complaint would be to obtain appropriate injunctive relief and to impose appropriate civil or criminal penalties for potential defendant's alleged violations of the Statute(s) cited above; and

WHEREAS, the Corps accepted an After-the-Fact ("ATF") permit application from the potential defendant in an attempt to settle the above claims; and

WHEREAS, both parties believe that their interests will best be served by continuing the ATF permit process

without the disruption that might be occasioned should the United States file a complaint in the immediate future; and

WHEREAS, both parties acknowledge the requirement found at 33 C.F.R. 331.11(c) for an applicant for an ATF permit to provide a signed tolling agreement.

NOW, THEREFORE, the United States and the potential defendant stipulate and agree as follows:

1. The United States and potential defendant agree that the time between the acceptance by the Corps of the ATF permit application and the final Corps decision (as defined at 33 C.F.R. 331.10), plus one year thereafter, will not be included in calculating any statute of limitations that might be applicable to the alleged statutory violation(s) described above. Potential defendants agree not to assert, plead, or raise in any fashion on behalf of any party, whether by answer, motion, or otherwise, any defense or avoidance based on the running of any statute of limitations that may apply during that period or any defense or avoidance based on laches or other principle concerning the timeliness of commencing a civil action, based on the failure of the United States to file its complaint during that period.

2. Potential defendant further agrees not to transfer the property in question during the pendency of

this Tolling Agreement nor during the pendency of any civil action brought as described above, without first notifying the United States and giving the United States a reasonable opportunity to oppose such transfer.

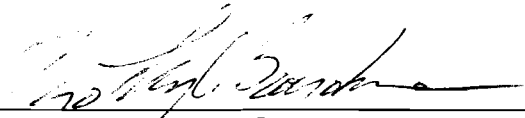
3. Nothing in this Tolling Agreement shall restrict or otherwise prevent the United States from filing a complaint regarding any alleged violation(s) not described above, at any time.

4. This Tolling Agreement does not constitute any admission of liability on the part of potential defendant; nor does it constitute any admission or acknowledgement on the part of the United States that any statute of limitations has run or that any statute of limitations is applicable to the statutory claims described above.

5. This Tolling Agreement contains the entire agreement between the parties, and not statement, promise, or inducement made by any parties to this Agreement, or any agent of such parties, that is not set forth in this Agreement shall be valid or binding. This Tolling Agreement may not be enlarged, modified, or altered except in writing signed by the parties. This Tolling Agreement

may be executed in counterparts.

FOR the United States of America:



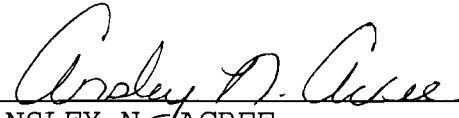
District Counsel

12-16-05

Date

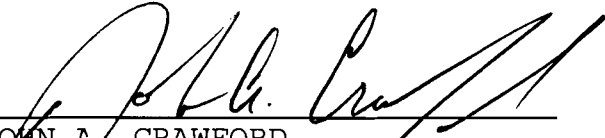
FOR Potential Defendant:

BOARD OF COUNTY COMMISSIONERS
NASSAU COUNTY, FLORIDA



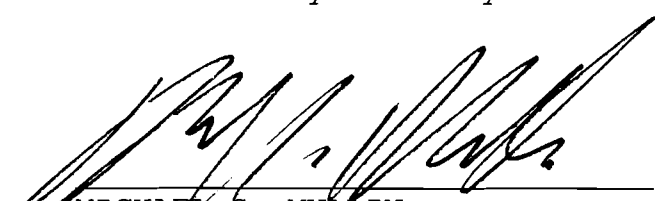
ANSLEY N. ACREE
Its: Chairman

ATTEST:



JOHN A. CRAWFORD
Its: Ex-Officio Clerk

Approved as to form by the
Nassau County Attorney



MICHAEL S. MULLIN

z/amyers/judicial-complex/tolling-agmt-corps