

TOLLING AGREEMENT

THIS AGREEMENT, effective February 5, 2024, is made and entered into between the Town of Longboat Key, Florida (hereinafter referred to as “the Town”) and Long Bar Pointe, LLLP (hereinafter referred to as “Long Bar”).

WHEREAS, Long Bar previously advised counsel for the Town that Long Bar has claims against the Town related to, in connection with, or arising from a leak from the Town’s subaqueous wastewater force main, which was first discovered on June 30, 2020; (hereinafter referred to as the “Potential Claims”); and

WHEREAS, Long Bar and the Town require additional time in which to document any and all Potential Claims Long Bar may have against the Town and to review their respective legal rights and undertake other actions that may obviate any need or desire to litigate the Potential Claims; and

WHEREAS, Long Bar has informed the Town that, without a tolling agreement, Long Bar may be compelled to file suit against the Town with respect to any and all Potential Claims;

WHEREAS, the Town and Long Bar executed an agreement on March 6, 2023, which tolled any statutes of limitations that may apply to any and all Potential Claims and fully preserve any and all rights, without limitation, that Long Bar may have against the Town to commence legal action against the Town (hereinafter referred to as the “2023 Agreement”);

WHEREAS, in the 2023 Agreement, the Town and Long Bar agreed the Tolling Period between March 6, 2023, and January 31, 2024, shall not be included in determining



the applicability of any statute of limitations, the doctrine of laches, or any other defense based on the lapse of time in any suit or claim brought by Long Bar against the Town; and

WHEREAS, the Town and Long Bar desire, if possible, to amicably resolve the Potential Claims without the necessity of filing a lawsuit and desire to enter into this Agreement tolling any statutes of limitation that may apply to any and all Potential Claims and fully preserve any and all rights, without limitation, that Long Bar may have against the Town that exist as of the date of this Agreement to commence legal action against the Town at a future date.

NOW, THEREFORE, in consideration of the above, and the mutual promises and covenants contained herein, the parties agree as follows:

1. The Tolling Period shall be the period between the effective date of this Agreement and thirty (30) calendar days after the Termination Date, as hereinafter defined, of this Agreement. The Tolling Period shall not be included in determining the applicability of any statute of limitations, the doctrine of laches, or any other defense based on the lapse of time in any suit or claim brought by Long Bar against the Town.

2. The Termination Date shall be one (1) calendar year from the effective date (February 5, 2024) of this Agreement. The Termination Date may be extended by written mutual agreement of the parties.

3. Nothing in this Agreement shall affect any defense available to any party as of the date of this Agreement, and this Agreement shall not be deemed to revive any claim that is or was already barred on that date. Nothing in this Agreement, or in the circumstances that gave rise to this Agreement, shall be construed as an acknowledgment



by any party that any claim has or has not been barred, or is about to be barred, by a statute of limitations, laches, or other defense based on the lapse of time.

4. This Agreement shall not operate as an admission of liability by any party. Neither this Agreement nor any action taken pursuant to this Agreement shall be offered or received in evidence in any action or proceeding as an admission of liability or wrongdoing by any party, but may be used or referred to in any subsequent proceeding for the purpose of establishing, if the issue is contested, the tolling of any statute of limitations or the applicability of laches or any other defenses based upon the lapse of time to any claim that may be asserted.

5. This Agreement shall not be used by or referred to by any party in any proceeding except solely for the purpose of establishing, if the issue is contested, the tolling of the statute of limitations or the applicability of laches or any other defenses based upon the lapse of time to any claim that may be asserted.

6. Electronic signatures shall be treated as original signatures.

7. This Agreement may only be modified in a writing signed by all parties. If any dispute arises regarding the interpretation of this Agreement, Florida law shall govern. Both parties participated in the drafting of this Agreement, and neither party shall be considered the sole drafter of the Agreement.

8. This Agreement may be executed in any number of counterparts and by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

9. This Agreement binds the parties' predecessors and successors in interest.



Long Bar Pointe, LLLP

Town of Longboat Key

By: _____

By: _____

Its: _____

Manager

Howard Tipton
Town Manager

Dated this 23rd day of January 2024

Dated this 5th day of February 2024

ATTEST:

By: _____

Trish Shinkle
Trish Shinkle, Town Clerk

APPROVED AS TO FORM AND LEGAL CORRECTNESS:

By: _____

Maggie Mooney
Maggie Mooney, Town Attorney

