ESCROW AGREEMENT  
Regarding Permit No.  
This Escrow Agreement is made as of , 20 , by and among ,  
("Agency”) which issued Permit No. to , (“Permittee”), (Agency and  
Permittee are collectively referred to as the “Parties”) and  
WHEREAS, pursuant to the terms of the Permit, the Permittee is required to provide financial  
assurance for its performance of the mitigation required by the Permit, and  
WHEREAS, to satisfy its obligation to provide financial assurance, the Permittee desires to  
establish an interest bearing Escrow Account with the Department of Financial Services, Division of  
Treasury, a governmental entity organized under the laws of the State of Florida, as Escrow Agent  
(“Escrow Agent”).  
NOW THEREFORE, in consideration of the covenants set forth herein, and for other good and  
valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as  
follows:  
1. All capitalized terms used but not defined herein shall have the meanings set forth in the  
Permit.  
2. The Parties agree to establish a restricted account (the “Account”) with Escrow Agent, to  
be held in trust and applied only as provided in this Escrow Agreement. An initial deposit in the amount of  
$ shall be deposited by the Permittee in the Account.  
3. The Agency representative [name representative and/or position] or designee shall be the  
sole signatory(ies) on the Account with Escrow Agent and shall have sole authority to authorize distributions  
from the Account. Upon Escrow Agent’s receipt of a written direction from the Agency representative, the  
Escrow Agent shall distribute funds from the Account. The Agency shall be responsible for providing to the  
Escrow Agent all payee information, such as payee federal identification number and payment mailing  
address. The Escrow Agent is acting in an administrative and not discretionary role, and shall be obligated to  
act only in accordance with the terms and provisions herein.  
4. The Agency shall direct distributions from the Escrow for the sole and exclusive purpose of  
paying or reimbursing the costs of performance of the Permittee’s obligations under the Permit which it has  
failed to perform; or paying or reimbursing the costs of correcting, repairing or restoring those actions and  
activities of the Permittee in performing its obligations where the efforts or results of Permittee are not in  
compliance with the terms of the Permit.  
5. Investments of moneys in the escrow account shall be made in accordance with Chapter 17,  
Florida Statutes, with due regard for the times as which withdrawals are expected to be made. All income,  
interest and proceeds of such investment shall accrue to the Account. Any amounts remaining in the  
Account after the end date of this agreement shall be [describe disposition of residual funds]. The Permittee  
shall compensate the Escrow Agent according to Section 17.61, Florida Statutes. Interest on the escrow  
balance thereafter shall be credited to the Permittee.  
6. Within 15 days after the end of each month, and at such other times as the Agency,  
Permittee and the Escrow Agent agree, the Escrow Agent shall deliver to the Agency and Permittee a  
statement in reasonable detail showing, as of the date of such statement: (a) the amount of cash held in the  
Account and (b) the amount of earnings credited to the Account.  
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7. This Escrow Agreement shall be governed by and construed in accordance with the laws  
of the State of Florida.  
8. This Escrow Agreement shall terminate upon disbursement by the Escrow Agent of all  
moneys held by it hereunder.  
9. Any provisions of this Escrow Agreement found to be prohibited by law shall be  
ineffective only to the extent of such prohibition, and shall not invalidate the remainder of this Escrow  
Agreement.  
10. The Escrow Agent shall not be liable for any error of judgment or for any act done or omitted  
by it in good faith, or for anything which it may in good faith do or refrain from doing in connection herewith.  
Permittee shall indemnify and hold harmless and defend the Escrow Agent, from and against any and all  
claims, costs, expenses, damages and losses in connection with the performance by the Escrow Agent of its  
obligations under this Escrow Agreement, except any such claims, costs, expenses, damages and losses by  
the gross negligence or willful default of the Escrow Agent.  
In WITNESS WHEREOF, the parties have executed this Escrow Agreement as of .  
PERMITTEE:  
[insert name]  
BY:  
Name:  
Title:  
Date:  
Address:  
Federal Employer Identification Number:  
AGENCY  
[insert name]  
By:  
Name:  
Date:  
Address:  
ESCROW AGENT:  
STATE OF FLORIDA, DEPARTMENT OF FINANCIAL SERVICES, DIVISION OF TREASURY  
BY:  
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Name:  
Title:  
Date:  
Address: 1801 Hermitage Blvd., Suite 470  
Tallahassee, FL 32308  
Attach/insert the  
AUTHORIZED SIGNATURE CERTIFICATION  
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