

**ESCROW AGREEMENT IN LIEU OF CONSTRUCTION BOND**

**THIS AGREEMENT** entered into on this the 22nd day of April, 2019, by **THE RANGE AT CRANE ISLAND, LLC.** (hereinafter "Developer" and **NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS** (hereinafter "County").

**WHEREAS** Article 12 of the Nassau County Roadway and Drainage Standards (Appendix D to the Nassau County Code of Ordinances) allows the County to enter into an escrow agreement to bond striping, signage, boardwalk construction and sidewalk construction contained within Crane Island Phase II (SP16-034); and

**WHEREAS** the circumstances of this bond are unique and the amount of this bond is small.

**NOW, THEREFORE,** in consideration of the foregoing premises which shall be deemed an integral part of this Agreement and of the mutual covenants and conditions hereinafter set forth, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:


1. The Developer shall pay and the County shall hold the amount of Eighteen Thousand, Nine Hundred, Seventy-One Dollars and 69/100 Cents (\$18,971.69) in escrow for a period of ninety (90) days beginning from the date of this Agreement.
2. The sum is being held in escrow as a guarantee against completion, faulty workmanship, construction, materials and any patent or latent defects.
3. The County shall be entitled to all or any portion of the funds held in escrow by submitting to the Developer by certified mail return receipt requested, to the address on record with the Corporations Division of the State of Florida, a statement purportedly signed by an authorized representative of the Nassau County Board of County

Commissioners stating that in the sole discretion of the County the completion of the striping, signage, boardwalk construction and sidewalk construction pertaining to Crane Island Phase II has been deemed deficient. Said statement shall state the amount of the escrowed monies the County will collect based on a cost estimate of the cost of repairing, replacing or completing the bonded improvements.


4. In the event that no such demand is made prior to ninety (90) days from the date of this Agreement, or if a demand is made for any amount less than the total escrow balance, then the sum held in escrow shall be remitted to the Developer by the County.

“THE COUNTY”

BOARD OF COUNTY COMMISSIONERS  
NASSAU COUNTY, FLORIDA

  
JUSTIN M. TAYLOR, Chairman

ATTEST AS TO CHAIR'S SIGNATURE:

  
JOHN A. CRAWFORD, Ex-Officio Clerk

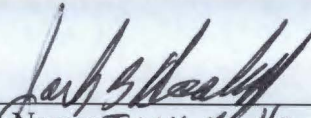
Approved as to form by the Nassau County  
Attorney

  
MICHAEL S. MULLIN

MES  
04-23-19

“THE DEVELOPER”

THE RANGE AT CRANE ISLAND, LLC.

By:   
Print Name: JACK R. HENLAN, JR.  
Title: EXEC VICE PRESIDENT





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Jacksonville, Florida 32256

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April 16, 2019

Josephine Craver  
Development Review  
Nassau County  
96161 Nassau Place  
Yulee, FL 32097  
(904) 530-6225

**Re: SP16-034 Crane Island Phase II; Engineer's Opinion of Cost**

Dear Josephine,

In my professional engineer's opinion of cost, I estimate the remainder of the storm drainage repairs, striping and signage, boardwalk construction, and sidewalk construction for Crane Island Phase II to be installed at the following:

1. Striping & Signage	\$ 8,915.79
2. Boardwalk Construction	\$ 6,225.00
3. Sidewalk Construction	\$ 1,356.33
	\$ 16,497.12
15% Contingency	\$ 2,474.57
Total	\$ 18,971.69

Respectfully,

RS&H, INC.

**Michael Coffey**

Digitally signed by Michael Coffey  
DN:  
OID.0.9.2342.19200300.100.1.1=A01098000000152ABAEECA100007FAB,  
CN=Michael Coffey, OU=RS AND H INC, O=RS AND H INC, C=US  
Date: 2019.04.16 10:13:05-04'00'

Michael A. Coffey, PE State of Florida Professional Engineer, License No. 57412

This item has been electronically signed and sealed by Michael A. Coffey, PE on 4/16/2019 using a SHA-1 authentication code. Printed copies of this document are not considered signed and sealed and the SHA-1 authentication code must be verified on any electronic copies.

Michael Coffey, PhD, PE, LEED AP  
Sr. Project Manager