

SUBJECT: Kings Landing Off-Site **PI#6481**
DEPARTMENT: Development Review Division of Development Services Department
SECTION: Project Review & Processing
BOARD DATE: July 21, 2026
CONTACT: Lee Ann Kennedy

RECOMMENDATION:

Grant permission to the Development Services Department to administratively accept the Required Off-Site Improvement Facilities (wastewater) for Maintenance to serve Kings Landing Off-Site, located in Section 02, Township 28, and Range 17, upon proper completion, submittal and approval of all required documentation. Also provide the administrative rights to release the warranty security upon expiration of the warranty period, warranty inspection and correction of any failure, deterioration or damage to the Improvement Facilities. Accept a Warranty Check in the amount of \$5,126.00 and authorize the Chairman to execute the Owner/Developer's Agreement for Warranty of Required Off-Site Improvements.

BACKGROUND:

On May 11, 2023, Permission to Construct was issued for Kings Landing Off-Site, after construction plan review was completed on March 30, 2023. The developer has submitted the required Check, which the County Attorney's Office has reviewed and approved. The developer is Gia Tran and the engineer is McNeal Engineering, Inc.

OWNER/DEVELOPER'S AGREEMENT FOR WARRANTY OF REQUIRED OFF-SITE IMPROVEMENTS

This Agreement made and entered into this _____ day of _____, 20_____, by and between
Gia Tran, hereinafter referred to as the "Owner/Developer" and
Hillsborough County, a political subdivision of the State of Florida, hereinafter referred to as the "County."

Witnesseth

WHEREAS, the Board of County Commissioners of Hillsborough County has adopted site development regulations which are set forth in the Land Development Code (hereafter the "Site Development Regulations"); and

WHEREAS, the Site Development Regulations authorize the County to accept ownership and/or maintenance responsibility of off-site improvement facilities constructed by the Owner/Developer in conjunction with site development projects in Hillsborough County, provided that the improvement facilities meet County standards and are warranted against defects in workmanship and materials for a period of two (2) years; and

WHEREAS, the Owner/Developer has completed certain off-site improvement facilities in conjunction with the site development project known as Kings Landing Subdivision (hereafter referred to as the "Project"); and

WHEREAS, pursuant to the Site Development Regulations, the Owner/Developer has requested the County to accept the aforementioned off-site improvement facilities for ownership and/or maintenance; and

WHEREAS, the Owner/Developer has represented to the County that the completed improvement facilities have been constructed in accordance with the approved plans and all applicable County regulations and technical specifications; and

WHEREAS, the Owner/Developer has offered to warranty the off-site improvement facilities against any defects in workmanship and materials and to correct any such defects which arise during the warranty period.

NOW, THEREFORE, in consideration of the intent and desire of the Owner/Developer as set forth herein, and to gain acceptance for ownership and/or maintenance by the County of the aforementioned off-site improvement facilities, the Owner/Developer and the County agree as follows:

1. The terms, conditions and regulations contained in the Site Development Regulations are hereby incorporated by reference and made a part of this Agreement.
2. For a period of two (2) years following the date of acceptance of the off-site improvement facilities for ownership and/or maintenance by the County, the Owner/Developer agrees to warrant the off-site improvement facilities described below against failure, deterioration or damage resulting from defects in workmanship or materials. The Owner/Developer agrees to correct within the warranty period any such

failure, deterioration or damage existing in the improvement facilities so that said improvement facilities thereafter comply with the technical specifications contained in the approved plans and Site Development Regulations. The off-site improvement facilities to be warranted constructed in conjunction with the Project are as follows:

256 LF of 2" PVC (SCH 80), 39 LF of 12" steel casing pipe, and all associated fittings and appurtenances.

3. The Owner/Developer agrees to, and in accordance with the requirements of the Site Development Regulations, does hereby deliver to the County an instrument ensuring the performance of the obligations described in paragraph 2 above, specifically identified as:

- a. Letter of Credit, number _____, dated _____, with _____ by order of _____, or
- b. A Warranty Bond, dated _____ with _____ as Principal, and _____ as Surety, and
- c. Cashier/Certified Check, number 000050969359, dated 05/28/26 be deposited by the County into a non-interest bearing escrow account upon receipt. No interest shall be paid to the Owner/Developer on funds received by the County pursuant to this Agreement.

A copy of said letter of credit, warranty bond, or cashier/certified check is attached hereto and by reference made a part hereof.

4. In the event the Owner/Developer shall fail or neglect to fulfill its obligations under this Agreement and as required by the Site Development Regulations, the Owner/Developer shall be liable to pay for the cost of reconstruction of defective off-site improvement facilities to the final total cost, including but not limited to engineering, legal and contingent costs, together with any damages, either direct or consequential, which the County may sustain as a result of the Owner/Developer's failure or neglect to perform.

5. The County agrees, pursuant to the terms contained in the Site Development Regulations, to accept the off-site improvement facilities for maintenance, at such time as:

- a) The Engineer-of-Record for the Owner/Developer certifies in writing that said off-site improvement facilities have been constructed in accordance with:
 - (1) The plans, drawings, and specifications submitted to and approved by the County's Development Review Division of Development Services Department; and
 - (2) All applicable County regulations relating to the construction of the off-site improvement facilities; and
- b) Authorized representatives of the County's Development Review Division of Development Services Department have reviewed the Engineer-of-Record's

certification and have not found any discrepancies existing between the constructed improvement facilities and said certification.

6. If any part of this Agreement is found invalid and unenforceable by any court of competent jurisdiction, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the parties contained herein are not materially prejudiced and the intentions of the parties can be effectuated.
7. This document, including all exhibits and other documents incorporated herein by reference, contains the entire agreement of the parties. It shall not be modified or altered except in writing signed by the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, effective as of the date set forth above.

ATTEST:


Witness Signature

Laura Ly
Printed Name of Witness

Valerie Bone'
Witness Signature

Valerie Bone'
Printed Name of Witness

Owner/Developer:

By 
Authorized Corporate Officer or Individual
(Sign before Notary Public and 2 Witnesses)

GITA TRAN
Printed Name of Signer

Owner
Title of Signer

15814 Hound Horn Ln Tampa FL
Address of Signer 33624

813 598 2792
Phone Number of Signer

CORPORATE SEAL
(When Appropriate)

VICTOR D. CRIST
Clerk of the Circuit Court

BOARD OF COUNTY COMMISSIONERS
HILLSBOROUGH COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____
Chair

APPROVED BY THE COUNTY ATTORNEY

BY 
Approved As To Form And Legal
Sufficiency.

Representative Acknowledgement

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this

_____ day of _____, _____, by _____ as
(day) (month) (year) (name of person acknowledging)

_____ for _____
(type of authority,...e.g. officer, trustee, attorney in fact) (name of party on behalf of whom instrument was executed)

☐ Personally Known OR ☐ Produced Identification

(Signature of Notary Public - State of Florida)

Type of Identification Produced

(Print, Type, or Stamp Commissioned Name of Notary Public)

(Notary Seal)

(Commission Number)

(Expiration Date)

Individual Acknowledgement

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this

29 day of MAY, 2026, by GIA TRAN
(day) (month) (year) (name of person acknowledging)

☒ Personally Known OR ☐ Produced Identification

(Signature of Notary Public - State of Florida)

Type of Identification Produced

MONICA D. VARNER
(Print, Type, or Stamp Commissioned Name of Notary Public)

(Notary Seal)

#HH 288273
(Commission Number)

(Expiration Date)



MONICA D. VARNER
Commission # HH 288273
Expires November 14, 2026

GROW
FINANCIAL

OFFICIAL CHECK

64-305
611

P.O. BOX 89909
Tampa, FL 33689-0415

FOR:

00 0050969359

AGENT FOR MONEYGRAM

05/28/26

Pay ** Five Thousand One Hundred Twenty-Six and 00/100 DOLLARS **

\$5,126.00

To The Order Of

HILLSBOROUGH COUNTY BOCC

RE: GIA DAT TRAN



AUTHORIZED SIGNATURE

DRAWER: MONEYGRAM PAYMENT SYSTEMS INC., P.O. BOX 9476 MINNEAPOLIS, MN 55480
DRAWEE: WELLS FARGO BANK, N.A. BUFORD, GA

⑈ 50969359 ⑈ ⑆ 06 1 103056 ⑆ 0 1 500 10053 254 ⑈

APPROVED BY THE COUNTY ATTORNEY

BY

Approved As To Form And Legal
Sufficiency.

ENGINEERING COST ESTIMATE

KINGS LANDING

MEI FILE #22-051

May 4, 2026

Description	Unit \$	Qty	Total
Waste Water			
12" Steel Casing	1,020.00	39	39,780.00
4" PVC FM	69.00	56	3,864.00
45d Bend	280.00	2	560.00
4" DIP PV w/VB	1,720.00	2	3,440.00
4" DIP GV w/VB	1,288.01	2	2,576.02
4"x2" DIP Reducer	570.00	1	570.00
4" DIP Tee	220.00	1	220.00
Concrete S/W (per SF)	5.00	50	250.00
Total			\$51,260.02
10% Performance Guarantee (Letter of Credit, Warranty Bond or Cashier/Certified Check)			\$5,126.00

