



Legislation Text

File #: 26-0142, **Version:** 1

Interoffice Memorandum

DATE: January 7, 2026

TO: Mayor Jerry L. Demings and County Commissioners

THROUGH: N/A

FROM: Tanya Wilson, AICP, Director, Planning, Environmental, and Development Services Department

CONTACT: Mitchell Glasser, Manager

PHONE: 407-836-5190

DIVISION: Housing and Community Development Division

ACTION REQUESTED:

Approval and execution of First Amendment to Multi-Family Affordable Housing Developer's Agreement for Impact Fee Exemption (Whispering Oaks) to correct the impact fee amounts and provide a total exemption in the amount of \$2,572,416. District 6. (Housing and Community Development Division)

PROJECT: Impact Fee Exemption Agreement - Whispering Oaks

PURPOSE: On January 9, 2024, the Board executed the Multi-Family Affordable Housing Developer's Agreement for Impact Fee Exemption for a multi-family affordable housing project named Whispering Oaks. The County intended to exempt all residential impact fees for the affordable units in the project in the amount of \$2,517,586.56. During the permitting process, an error was discovered in the calculation of impact fees for law enforcement, fire rescue, transportation, school, and parks and recreation. The First Amendment reflects an update to correct the fees for all five departments. The total amount of County Impact Fees exempted under the First Amendment is \$2,572,416 and requires Board approval.

BUDGET: N/A

BCC Mtg. Date: January 27, 2026

Return to:
Orange County Housing
and Community Development Division
701 E. South Street Orlando, FL 32801-2891
Attn: Angela Abrusci

FIRST AMENDMENT
to
MULTI-FAMILY AFFORDABLE HOUSING DEVELOPER'S AGREEMENT
FOR IMPACT FEE EXEMPTION
(WHISPERING OAKS)

THIS FIRST AMENDMENT to MULTI-FAMILY AFFORDABLE HOUSING DEVELOPER'S AGREEMENT FOR IMPACT FEE EXEMPTION (WHISPERING OAKS) is entered into by and among **ORANGE COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida, whose address is 525 East South Street, Orlando, FL 32801 (the "**County**"), **SP EAST LLC**, a Florida limited liability company whose address is 5403 West Gray Street, Tampa, FL, 33609 (the "**Developer**") and **THE SCHOOL BOARD OF ORANGE COUNTY, FLORIDA**, a body corporate and political subdivision of the State of Florida, whose address is 445 West Amelia Street, Orlando, FL, 32801 (the "**School Board**").

RECITALS

WHEREAS, the County and the Agency entered into that certain MULTI-FAMILY AFFORDABLE HOUSING DEVELOPER'S AGREEMENT FOR IMPACT FEE EXEMPTION (WHISPERING OAKS) between ORANGE COUNTY, FLORIDA, SP EAST, LLC, and THE SCHOOL BOARD OF ORANGE COUNTY ("the Agreement") regarding the Impact Fee Exemption on January 9, 2024; and

WHEREAS, the Developer intends to develop a multifamily affordable housing project named **Whispering Oaks** ("the Project"); and

WHEREAS, the County intended to exempt all residential impact fees for the affordable units in the project; and

WHEREAS, during the permitting process an error was discovered in the calculation of impact fees for Law Enforcement, Fire/Rescue Services, Transportation, School, and Parks and Recreation for the Project; and

WHEREAS, the parties now desire to amend the Agreement to reflect the actual impact fees assessed; and

WHEREAS, each of the parties hereby agree to modify the terms of the Agreement as set forth in this Amendment.

NOW THEREFORE, in consideration of the mutual covenants and promises set forth in this Amendment, and for the good and valuable consideration, the sufficiency and receipt of which the parties hereby acknowledge, the County and Agency agree as follows:

Section 1. Recitals. The above recitals are true and correct and are incorporated herein as a material part of this Amendment.

Section 2. Definitions. Any capitalized terms not otherwise defined in this Amendment shall have the meanings assigned to such terms in the Agreement.

Section 3. Purpose. The purpose of this Amendment is to amend and modify the terms of the Agreement related to the impact fee amounts for the Project.

Section 4. Form of Modifications. Throughout this Amendment, additions to the original language of the Agreement are shown with underline and deletions are shown with ~~strikethrough~~. Sections of the Agreement not modified in this Amendment shall remain unchanged.

A. Section 4.F. is hereby amended as follows:

F. Upon execution of this Agreement, and assuming continued compliance with the terms hereof, the Developer shall have documented the affordability of the Project to the County's satisfaction; provided, however, that only those units defined as Affordable Units hereunder shall be entitled to an exemption from County Impact Fees. The total amount of County Impact Fees exempted under this agreement is ~~Two Million Five Hundred Seventeen Thousand Five Hundred Eighty-Six Dollars and Fifty-Six Cents (\$2,517,586.56)~~ Two Million Five Hundred Seventy-Two Thousand Four Hundred Sixteen Dollars (\$2,572,416.00); of that total the Impact Fees are broken down as follows:

- i. ~~Law Enforcement Impact Fee – Forty Thousand One Hundred Twenty-Eight Dollars (\$40,128);~~ Thirty-Seven Thousand Eight Hundred Twenty-Four Dollars (\$37,824);
- ii. ~~Fire/Rescue Services Impact Fee –Forty-Nine Thousand Five Hundred Thirty-Six Dollars (\$49,536);~~ Forty-Five Thousand Five Hundred Four Dollars \$45,504;
- iii. ~~Transportation Impact Fee –Eight Hundred Seventy-Two Thousand Five Hundred Thirty-Dollars and Fifty-Six Cents (\$872,530.56);~~ One Million Forty Thousand Eight Hundred Thirty-Two Dollars (\$1,040,832);
- iv. ~~School Impact Fee - One Million Two Hundred Ninety-Six Thousand One Hundred Ninety-Two Dollars (\$1,296,192);~~ One Million Two Hundred Sixteen Thousand Three Hundred Twenty Dollars (\$1,216,320); and
- v. ~~Parks and Recreation Impact Fee - Two Hundred Fifty-Nine Thousand Two Hundred Dollars (\$259,200);~~ Two Hundred Thirty-One Thousand Nine Hundred Thirty-Six Dollars (\$231,936).

Section 5. General Terms

A. Representations and Warranties. The parties hereby affirm and declare that all representations and warranties contained in the Agreement, as modified in this Amendment, remain true and correct as of this Amendment's execution date.

- B. No Waiver.** Nothing contained in this Amendment waives any covenant or other default or any event that would become a default with the passage of time or the giving of notice under the Agreement.
- C. Severability.** The provisions of this Amendment are declared by the parties to be severable. However, the material provisions of this Amendment are dependent upon one another, and such interdependence is a material inducement for the parties to enter into this Amendment. Therefore, should any material term, provision, covenant or condition of this Amendment be held invalid or unenforceable by a court of competent jurisdiction, the party protected or benefited by such term, provision, covenant, or condition may demand that the parties negotiate such reasonable alternate contract language or provisions as may be necessary either to restore the protected or benefited party to its previous position or otherwise mitigate the loss of protection or benefit resulting from the holding.
- D. Counterparts.** This Amendment may be executed in separate counterparts, all of which taken together shall be deemed to constitute one and the same instrument.
- E. Effective Date, Conflicts, and Full Force.** This Amendment is hereby made a part of the Agreement and shall take effect upon execution by the last of the parties (the "**Effective Date**"). All provisions in this Amendment, any attachments to the Agreement, or any previous amendments that are in conflict with this Amendment are hereby deemed to be changed to conform to this Amendment. Except as expressly modified in this Amendment, the Agreement remains intact, unchanged, and in full force and effect.
- F. Subordination.** The parties acknowledge that the Agreement, as amended by this Amendment is subordinate that certain Mortgage referenced in that certain Subordination Agreement ("**Subordination Agreement**") recorded as Instrument No. 20240419401, which may be amended and restated at the Conversion (as defined therein), or any portion of the loan described in the Subordination Agreement is outstanding, or any refinancing thereof all as reflected in the Subordination Agreement.

[SIGNATURES ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth below.



ORANGE COUNTY, FLORIDA

By: Orange County Board of County Commissioners

BY: *Bruno B. Bwoko*
for **Jerry L. Demings**
Orange County Mayor

Date: January 27, 2026

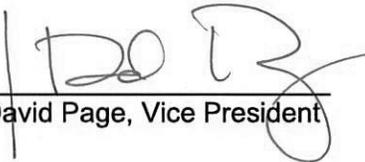
ATTEST: Phil Diamond, County Comptroller
As Clerk of the Board of County Commissioners

BY: *Jennifer Ann Kinety*
Deputy Clerk

DEVELOPER

SP East LLC, a Florida limited liability company

By: SP East Manager LLC, a Florida limited liability company, its Manager

By: 
J. David Page, Vice President

DATE: _____

STATE OF WASHINGTON

ss.

COUNTY OF PIERCE

This record was acknowledged before me on October 17th, 2025, by J. David Page, Vice President of SP East Manager LLC, a Florida limited liability company, Manager of SP East LLC, a Florida limited liability company. He is personally known to me or has produced _____ as identification.

(Stamp)




(Signature of Notary)
Notary public in and for the State of Washington
My commission expires May 15th, 2028