



Legislation Text

File #: 26-0249, **Version:** 1

Interoffice Memorandum

DATE: February 18, 2026

TO: Mayor Jerry L. Demings and County Commissioners

THROUGH: Luciana Mino, Assistant Manager

FROM: Ana Lucia Cesar, Assistant Project Manager

CONTACT: Faye Lee, Administrative Assistant

PHONE: 407-836-7097

DIVISION: Real Estate Management Division

ACTION REQUESTED:

Approval and execution of Lease Agreement by and between Orange County, Florida and Back to Nature Wildlife, Inc. First Amendment to Lease Agreement for Back to Nature at Lake Hart, 10525 Clapp Simms Duda Road, Orlando, Florida 32832. Lease file 5048. District 4. **(Real Estate Management Division)**

PROJECT:

Back to Nature at Lake Hart
10525 Clapp Simms Duda Road
Orlando, Florida 32832
Lease File 5048

PURPOSE: To clarify the short-term rental arrangement with third parties for the use of the Education Center.

ITEM:

First Amendment to Lease Agreement
Size: 20.67 acres

BUDGET: N/A

REVENUE: N/A

FUNDS: N/A

APPROVALS:

Real Estate Management Division
County Attorney's Office
Risk Management Division
Environmental Protection Division

REMARKS: Back to Nature Wildlife, Inc. (BTN) currently leases a portion of County-owned property located at 10525 Clapp Simms Duda Road, Orlando, Florida 32832 (the "Premises") pursuant to a Lease Agreement approved by the Board on February 23, 2021 (the "Lease"). The Premises are used by BTN to provide wildlife rehabilitation, clinic, and veterinary services. The Lease has an initial term of 10 years, with four optional five-year renewals and is scheduled to expire on February 22, 2031.

Per the Lease, the County constructed an Education Center building on the Premises to serve the public by providing a community meeting space for residents in southeastern Orange County. Pursuant to Section 9.L.4 of the Lease, BTN is permitted to enter into short-term License Agreements with third parties for use of the Education Center.

This action replaces Section 9.L.4 of the original Lease to clarify the respective responsibilities of BTN and the County.

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APPROVED
BY ORANGE COUNTY BOARD
OF COUNTY COMMISSIONERS
MAR 10 2026

LEASE AGREEMENT

by and between

ORANGE COUNTY, FLORIDA

and

BACK TO NATURE WILDLIFE, INC.

FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE AGREEMENT (this “First Amendment”) is made effective as of the date of the last executed below (the “First Amendment Effective Date”) and entered into by and between **ORANGE COUNTY, FLORIDA**, a charter county and political subdivision of the State of Florida (the “County”), and **BACK TO NATURE WILDLIFE, INC.**, a Florida nonprofit corporation organized under laws of the State of Florida (“BTN”). The County and BTN may be referred to individually as “party” or collectively as “parties”.

RECITALS

WHEREAS the County and BTN entered into that certain “Lease Agreement” approved by the Orange County Board of County Commissioners on February 23, 2021 (the “Lease”), regarding the premises known as the Education Center, as more particularly described in the Lease Agreement for the Premises commonly known as 10525 Clapp Simms Duda Road, Orlando, Florida 32832.

WHEREAS the parties now desire to amend the Agreement to revise Section 9 Paragraph L.4. related to short-term rentals of the Education Center.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and BTN hereby agree as follows:

1. **Recitals.** The recitals set forth above are true and correct and are incorporated herein by this reference.
2. **Definitions.** Any defined (capitalized) terms used in this First Amendment, but not defined herein, shall have the meaning given to such terms by the Lease.
3. **Short-Term License Agreements.** Section 9 Paragraph L.4. of the Lease is hereby deleted and replaced with the following:

4. **Short-Term Rental Agreements.** BTN is hereby permitted to enter into short-term rental agreements with third parties for the use of one building that is to be designated by the County as capable of being so licensed on a short-term basis for assembly purposes (the “Education Center”). BTN shall:
- a. Be permitted to charge and retain possession of a fee consistent with the fees charged by the County for the use of County community recreational centers, as amended by the Orange County Board of County Commissioners;
 - b. Use such part of such retained fee to pay for all janitorial services necessary to clean up after any parties brought onto the premises by BTN, or otherwise be responsible for the cost of janitorial services for such parties;
 - c. BTN shall be responsible for any short-term rentals of the Education Center and for ensuring that all such rentals comply with the procedures and insurance requirements of the Rental Request Agreement as reviewed and approved by the County’s Risk Management Division and the County Attorney’s Office. BTN shall remain fully responsible and liable for any failure of a third-party to obtain or maintain the required insurance coverage, and such failure shall not relieve BTN of its obligations under the Lease Agreement. Any damage to the facility, or any liability arising from a third-party’s lack of required insurance, shall be the responsibility of BTN and shall not be the responsibility of the County regardless of whether or not that third-party is being charged for such use;
 - d. BTN must require each third-party user (whether or not a rental fee is charged) to execute Rental Request Agreement, and to provide all supporting documentation and evidence of insurance coverage for the third party:
 - (1) No later than seven (7) days prior to that third party’s planned use of the Education Center; or
 - (2) No later than seven (7) days prior to that third party’s planned use of the Education Center if a waiver for alcohol use is being required, as required in this Lease Agreement.
 - e. Provide the opportunity to use the Education Center to the public in a non-discriminatory manner and subject to the restrictions of this Lease Agreement;
 - f. BTN is responsible for the janitorial, security, and staffing services supporting such use of the Education Center. The County will not, in any way, be responsible for cleaning up after any parties brought onto the

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premises by BTN and will charge BTN for the fair-market cost of so-doing, if necessary.

2. No Other Changes.

Except as expressly modified by this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Signatures to Follow

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IN WITNESS WHEREOF, County and BTN have caused this “First Amendment to Lease Agreement” to be signed and executed by their respective officers and parties thereunto duly authorized to be effective as of the First Amendment Effective Date.

Signed, sealed and delivered
in the presence of:

“BTN”

BACK TO NATURE WILDLIFE, INC.

a Florida nonprofit corporation organized under the laws
of the State of Florida

Witness: Kimberly Pond

Print Name: Kimberly Pond

Witness: Karen E. Wargo

Print Name: Karen E. Wargo

By: Lori Cunniff
Lori Cunniff

Title: President

Date: 1/9/2026

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IN WITNESS WHEREOF, County and BTN have caused this “First Amendment to Lease Agreement” to be signed and executed by their respective officers and parties thereunto duly authorized to be effective as of the First Amendment Effective Date.

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners



By: *Bryan Brooks*

JL Jerry L. Demings
Orange County Mayor

Date: *10 March 2026*

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

By: *Jennifer Lara-Klimetz*
Deputy Clerk

Printed Name: *Jennifer Lara-Klimetz*