

**EXHIBIT I**  
**MEMORANDUM OF LEASE**

**THIS MEMORANDUM OF LEASE** ("Memorandum of Lease") is made and entered into effective as of this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between Martin County, Florida (hereinafter referred to as the "County") and Camo Farms, Inc., a Oklahoma company, (hereinafter referred to as the "Contractor").

**WITNESSETH**

WHEREAS, the County and the Contractor have entered into an Agreement and Lease for Yard Trash Processing Services with an effective date of \_\_\_\_\_, 2021 (the "Lease") pursuant to which the County leased to the Contractor and the Contractor leased from the County the Site described on the attached Exhibit "A" (the "Site"); and

WHEREAS, the County and the Contractor desire to enter into this Memorandum of Lease to set forth certain terms and conditions of the Lease.

NOW, THEREFORE, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and for the purpose of giving notice of the leasehold estate created by the Lease, the County and the Contractor do hereby enter into this Memorandum of Lease and state as follows:

1. Recitals. The recitals set forth above are true and correct and are incorporated herein.
2. Lease. Pursuant to the Lease, the County has leased the Site to the Contractor and the Contractor has leased the Site from the County.
3. Liens Not Permitted. Sections 22 and 23 of the Lease are incorporated herein for purposes of providing notice pursuant to Section 713.10, Florida Statutes, and for purposes of confirming that the interest of the County in the Site shall not be subject to liens for improvements to the Site made by the Contractor. Sections 22 and 23 of the Lease expressly provide as follows:

**SECTION 22: NO LIENS ON SITE**

The Contractor covenants and agrees that: (a) the Contractor and its subcontractors (if any) shall have no power or authority to incur any indebtedness giving a right to a lien or encumbrance of any kind or character upon the right, title, and interest of the County in and to the Site; and (b) under this Agreement, no third person shall ever be entitled to any mortgage, encumbrance, or lien of any kind on the Site. All persons contracting with the Contractor, or furnishing materials or labor to the Contractor or to the Contractor's agents or servants, and all other Persons shall be bound by the provisions of this Agreement, which bars any lien on the real property that comprises the Site.

## **SECTION 23: NOTICE REGARDING LIENS**

NOTICE IS HEREBY GIVEN THAT THE COUNTY SHALL NOT BE LIABLE FOR ANY LABOR OR MATERIALS FURNISHED OR TO BE FURNISHED TO CONTRACTOR OR ANY OTHER PARTY CLAIMING UNDER THE CONTRACTOR UPON CREDIT, AND THAT NO CONSTRUCTION OR OTHER LIEN FOR ANY SUCH LABOR OR MATERIALS SHALL ATTACH TO OR AFFECT THE FEE ESTATE HELD BY THE COUNTY. NOTHING IN THIS CONTRACT, INCLUDING WITHOUT LIMITATION JOINDER BY THE COUNTY IN ANY APPLICATION OR APPROVAL, SHALL BE DEEMED OR CONSTRUED IN ANY WAY TO CONSTITUTE COUNTY'S CONSENT OR REQUEST, EXPRESS OR IMPLIED, BY INFERENCE OR OTHERWISE, TO ANY CONTRACTOR, SUBCONTRACTOR, LABORER, OR EQUIPMENT OR MATERIAL SUPPLIER FOR THE PERFORMANCE OF ANY LABOR OR THE FURNISHING OF ANY MATERIALS OR EQUIPMENT FOR ANY CONSTRUCTION, NOR AS GIVING THE CONTRACTOR OR ANY OTHER PERSON CLAIMING UNDER THE CONTRACTOR ANY RIGHT, POWER OR AUTHORITY TO CONTRACT FOR, OR PERMIT THE RENDERING OF, ANY SERVICES, OR THE FURNISHING OF ANY MATERIALS THAT WOULD GIVE RISE TO THE FILING OF ANY LIENS AGAINST THE FEE ESTATE. THE CONTRACTOR SHALL INDEMNIFY THE COUNTY AGAINST ANY CONSTRUCTION UNDERTAKEN BY THE CONTRACTOR OR ANYONE CLAIMING THROUGH THE CONTRACTOR, AND AGAINST ALL PROHIBITED LIENS.

The Lease for the Site expressly prohibits such liability.

4. Restrictions on Subletting and Assignment. Section 25 of the Lease is incorporated herein for purposes of providing notice that the Contractor may not sublease or assign its interest in the Lease, except as provided in Section 25 of the Lease. Section 25 of the Lease expressly provides as follows:

### **25: SUBLEASES, SUBCONTRACTS, AND ASSIGNMENT OF LEASE**

The Contractor shall not sublease all or any portion of the Site. The Contractor shall not assign this lease or transfer controlling interest in the Contractor, except as provided in Section 54, below. The transfer or assignment of this Agreement shall require the prior written consent of the County. Any single transaction or combination of transactions that results in a controlling or majority interest in the Contractor, or substantially all of the Contractor's assets, being purchased by or merged with any other Person shall constitute a transfer of this Agreement. The Contractor shall not subcontract its duties or obligations under this Agreement without the prior written consent of the

County. Before any subcontractor will be allowed to enter the Site, the Contractor must provide the Director with written notice that identifies the name of the subcontractor and a description of the work to be performed by the subcontractor. No subcontract shall relieve the Contractor of any of its duties or obligations to the County under this Agreement.

5. Notices. All notices and other communications to the County and to the Contractor should be sent to the following addresses:

If intended for County:

County Administrator  
Martin County  
2401 SE Monterey Road  
Stuart, Florida 34996  
Telephone: 772-288-5939

With a copy to:

County Attorney  
Martin County  
2401 SE Monterey Road  
Stuart, Florida 34996  
Telephone: 772-288-5446

If intended for the Contractor:

Scott Wilson, President  
Camo Farms, Inc.  
200 2nd Avenue South, Suite 270  
St. Petersburg, FL 33701  
Telephone: 918-978-7128  
Facsimile: \_\_\_\_\_

With a copy to:

Camo Farms, Inc.  
Molly Wilson  
7331 S Olympia Ave #304  
Tulsa OK 74132  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_

6. Successors and Assigns. The covenants, conditions and agreements made and entered into by the parties hereto shall be binding upon and inure to the benefit of their respective heirs, administrators, executors, representatives, successors and assigns.

7. Incorporation of Lease. All terms, conditions and definitions set forth in the Lease are

hereby incorporated herein by reference as if fully set forth herein.

8. Conflicts with Lease. This Memorandum of Lease is solely for notice and recording purposes and shall not be construed to alter, modify, expand, diminish or supplement the provisions of the Lease. In the event of any inconsistency between the provisions of this Memorandum of Lease and the provisions of the Lease, the provisions of the Lease shall govern and control.

IN WITNESS WHEREOF, this Memorandum of Lease has been duly executed by the parties hereto effective as of the day and year first above written.

**COUNTY:**

**WITNESSES**

**BOARD OF COUNTY COMMISSIONERS  
MARTIN COUNTY, FLORIDA**

\_\_\_\_\_  
Signature

**BY:** \_\_\_\_\_  
Stacey Hetherington, Chair

\_\_\_\_\_  
(Print name of witness)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
(Print name of witness)

**ATTEST:**

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:**

\_\_\_\_\_  
Carolyn Timmann  
Clerk Of The Circuit Court  
and Comptroller

\_\_\_\_\_  
Sarah W. Woods  
County Attorney

**ACKNOWLEDGMENT**

**STATE OF FLORIDA,  
COUNTY OF MARTIN.**

**BEFORE ME**, the undersigned authority, personally appeared Stacey Hetherington, as Chair of the **Board of County Commissioners of Martin County, Florida** who, being duly sworn, deposes and says that he has read and executed the foregoing instrument and acknowledged to and before me that he executed said instrument for the purposes therein expressed on this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

Personally Known \_\_\_\_  
Produced Identification \_\_\_\_  
Type of Identification Produced

\_\_\_\_\_  
Notary Public  
State of Florida  
My Commission Expires:  
(Notary Seal)

**CONTRACTOR:**

**WITNESSES:**

**CAMO FARMS, INC.**

Lynette Lambert  
Signature

BY: [Signature]  
Scott Wilson, President

Lynette Lambert  
(Print name of witness)

[Signature]  
Signature

Darrell Horn  
(Print name of witness)

**ACKNOWLEDGMENT**

STATE OF Oklahoma  
COUNTY OF Tulsa

**BEFORE ME**, the undersigned authority, personally appeared Scott Wilson, as President of **Camo Farms, Inc.**, who, being duly sworn, deposes and says that he has read and executed the foregoing instrument and acknowledged to and before me that he executed said instrument for the purposes therein expressed on this 5 day of April, 2021.

Personally Known       
Produced Identification       
Type of Identification Produced

[Signature]  
Notary Public  
State of Oklahoma  
My Commission Expires:  
(Notary Seal)

