

**MEMORANDUM OF AGREEMENT** made this 8th day of April, 2025

Between:

**THE CORPORATION OF THE TOWN OF MINTO**  
(Hereinafter referred to as "The Town")  
OF THE FIRST PART

And:

**WESLEY W. BATES AND JUANITA J. WILKINS**  
(Hereinafter referred to as "The Owners")  
OF THE SECOND PART

**WHEREAS:** "The Owners" are the owners of property described as Part Lot 176, Elora Street North "The Property", in the former Village of Clifford, Town of Minto;

**AND WHEREAS:** "The Town" wishes to use the property for a Community Garden between April 1<sup>st</sup> to October 30<sup>th</sup> of each year for five years;

**AND WHEREAS:** "The Owner" agrees to rent the property to "The Town" for a period of five years; commencing April 8, 2025 until December 31, 2029;

**NOW THEREFORE:**

1. The Parties hereby mutually agree as follows:
  - a. The designated lands shall be the vacant land beside the Wesley Bates Gallery located at 15 Elora Street North Clifford
  - b. The Community Garden is an outdoor space on the designated lands where raised planting beds are made available for residents and community groups to plant, maintain, care, water and harvest vegetables and flowers or similar plant material for personal use at their sole cost and expense.
  - b. To provide not less than 60 days written notice of cancellation of this agreement.
2. The Owners agree to be responsible for the following matters as it pertains to the Town's use of the designated lands for a community garden:
  - a. Maintaining liability coverage with respect to the Owners personal use of the designated lands and save the Town harmless regarding these personal activities on the lands not related to the community garden.
  - b. Maintaining the designated lands during the period which the community garden is not active on the said lands.
  - c. Pay all water and sewer charges applicable to the subject lands on the basis that the rent under section 3a) paid by the Town is sufficient to cover any increase in water and sewer charges.
  - d. Pay all property taxes levied on the Property, and ensure all electricity and other utility charges are up to date
  - e. Agree to abide by the policies of the Community Gardens set up by "The Town"

as may apply from time to time.

3. "The Town" agrees to be responsible for the following matters as it pertains to its use of the designated lands for a community garden:
- a. Pay rent to "The Owners" in the amount of **\$500** per season beginning April 8, 2025 with such rent payable prior to May 1 of each subsequent season.
  - b. Review the rates under section 3a) upon any changes to water and sewer charges to ensure sufficient coverage.
  - c. Provide improvements of the designated lands for the community garden at the Town's sole expense only upon approval of the landowner such improvements to include raised planting beds, water supply, additional fencing, a lock and signage.
  - d. Maintain the designated lands and improvements provided during the period the community garden is in place, and upon written notice from the Owners remove the said improvements from the designated lands in which case this agreement will be considered cancelled.

**IN WITNESS WHEREOF** the parties have executed this Agreement.

WITNESS TO THE SIGNATURES:

**WESLEY W. BATES AND JUANITA J. WILKINS**

\_\_\_\_\_

\_\_\_\_\_

Wesley Bates

\_\_\_\_\_

\_\_\_\_\_

Juanita Wilkins

**THE CORPORATION OF THE TOWN OF MINTO**

\_\_\_\_\_

Mayor Dave Turton

\_\_\_\_\_

Clerk Annilene McRobb