DATED JANUARY 20th, 1911

THE ART MUSEUM OF TORONTO

and

THE MUNICIPAL CORPORATION OF THE

CITY OF TORONTO

AGREEMENT

Authorized by Report No. 16
of the Board of Control.
Adopted in Council on the 14th
day of July, 1911.

(signed) City Clerk.

William Johnston
(City Solicitor)
AGREEMENT, made the Twentieth day of January, A.D. 1911,

BETWEEN:

THE ART MUSEUM OF TORONTO, a body corporate, and herein-
after called "The Art Museum".

of the FIRST PART

and

THE MUNICIPAL CORPORATION OF THE CITY OF TORONTO, here-
in-after called "The City."

of the SECOND PART:

WHEREAS the late Mrs. Goldwin Smith of Toronto devised
to the Art Museum, for the purpose of an Art Gallery and Art
Museum and for the purposes of the said "The Art Museum of
Toronto," the lands colored pink on the plan hereto annexed
and commonly known as "The Grange," on which is situated the
residence formerly occupied by the late Mr. & Mrs. Goldwin
Smith, also shown upon said plan:

AND WHEREAS it would be manifestly in the interests of
the citizens of Toronto that the City should, upon the terms
hereof, secure the use of the available lands surrounding
"The Grange" residence, as a public park:

AND WHEREAS the provisions of this agreement are in
accordance with the wishes of Mrs. Goldwin Smith respecting
the said Grange property, as expressed in her Will, and the
manner of carrying them out as discussed with and approved by
herself and her husband:

AND WHEREAS, for the proper carrying out of Mr. & Mrs.
Goldwin Smith's wishes and in order that the said lands may
be made available for use as a park, it is necessary that
the land colored green on said plan should be acquired and
made use of in connection with the Grange property as hereinafter set forth:

AND WHEREAS the City has agreed to acquire the said lands, and the Art Museum and the City have agreed with reference thereto, and to the use to be made thereof when acquired, and to the use of the Grange property as hereinafter set out:

NOW THIS AGREEMENT WITNESSETH as follows:

1. The Parties Hereto will use their best endeavors to acquire, for reasonable prices, the lands colored green on the plan hereto annexed, and for such purposes they or one of them shall, if necessary, exercise the necessary powers of expropriation.

2. The City shall pay the purchase price or compensation for said lands and all expenses connected with the acquisition thereof, including damages (if any) and costs of arbitrators and solicitors. Should the City desire to postpone the raising of any part of the moneys required for said purposes, the Art Museum will, at the request of the City, advance or cause to be advanced for the City, the amounts, the raising of which the City may desire to postpone. PROVIDED, however, that the amounts advanced shall be repaid with interest in such instalments during a period not exceeding five years as may be agreed on.

3. The Lands acquired shall form security for repayment of said advances and interest and all such promises of repayment and instruments securing the same as may be required by those making the advances shall be given.
The titles to the lands shall be taken in the name of National Trust Company, Limited, as Trustee for the purpose aforesaid; but, upon repayment of all advances and interest, the lands shall be conveyed to the City to be held and dealt with in perpetuity under this Agreement.

4. **SUBJECT** to the use and enjoyment of the Art Museum for the purposes hereinafter stated and to the terms of this Agreement, the property colored pink, and so much of the property colored green on said plan as may be from time to time available, other than than now or hereafter occupied exclusively by the Art Museum for the purposes of the Art Museum by buildings or otherwise, shall in perpetuity be used for the purposes of a park for the people of Toronto and other visitors; and the City may make by-laws, rules and regulations relating to such use for park purposes.

5. **So much of the lands** colored green on said plan as the Art Museum may think necessary may be used and enjoyed from time to time by the Art Museum exclusively for its own purposes, including the erection of such buildings and the making of such ways, works and improvements as the Art Museum may from time to time decide. The said lands shall at all times be held for and shall be subject to such use and enjoyment, subject only to the mortgages and charges (if any) securing repayment of advances made to the City as above mentioned. PROVIDED always that, without the consent of the City, no build-
ings shall be erected or extend southerly of an easterly and westerly line drawn across the property colored pink and along the face of the Grange residence.

6. **The Grange residence** of the late Mr. & Mrs. Goldwin Smith shall be kept as a memorial of their residence in Toronto and shall be used in such ways for that object as the Art Museum may decide.

7. **The Art Museum** may from time to time make by-laws, rules and regulations relating to the use by the people of Toronto and other visitors of its art galleries, and the memorial residence and other buildings and of the Grange property generally in connection therewith, and may charge reasonable fees for admission, catalogues, etc.

8. **No by-law**, rule or regulation made by the City under Clause 4 hereof shall limit or prejudice the use and enjoyment by the Art Museum above mentioned.

9. **The City** shall not, without the approval in writing of the Art Museum, cut down any tree, bush or shrub on the property colored pink, or make or do anything in or on said property which would materially alter its present appearance.

10. **The City** shall at all times keep in good and neat order and condition for park purposes the property used from time to time as a park, and shall repair and maintain in good order the roads, walks, walls, fences, gates, greenhouses, pavilions and structures now or hereafter thereon in connection with park purposes.

11. **It is the intention** of the Art Museum to erect upon the lands lying northerly of the east and west line referred
to in Clause No. 5 hereof, suitable Art Galleries, as soon as it has from time to time succeeded in obtaining the moneys required therefor, and to enlarge and extend the same from time to time; and the City shall hereafter pay to the Art Museum the sum of Five Thousand Dollars ($5,000.00) in each year, commencing in the year 1911, such payments to be made quarterly, viz., Twelve Hundred and fifty Dollars, ($1250.00) on the first days of January, April, July and October of each year. The said sum of Five Thousand Dollars per year has been fixed in view of present conditions; but the parties may, when the conditions have altered, propose for discussion a different sum.

12. The Art Museum agree to the representation of five members of the City Council being elected annually upon the Council of the said Museum and that the Act of incorporation of the Art Museum may be amended accordingly.

13. The Art Museum and its present and future income and personal and real property, including among any others the property shown on the plan hereto annexed and the present and future buildings and improvements thereon, and including the present and future contents thereof, shall be forever free and exempt from all taxation by or on behalf of the City for any purposes whatsoever.

14. The Parties shall join in an application to the Legislature of Ontario to confirm this Agreement.
IN WITNESS WHEREOF The Art Museum have attached their Corporate Seal by the hand of their proper officer and the City has attached its Corporate Seal by the hand of George Reginald Geary, Esquire, Mayor, countersigned by Richard Theodore Coady, Esquire, Treasurer.

Signed, Sealed and Delivered in the presence of:

G. E. Miller (signed)
President.

THE ART MUSEUM OF TORONTO
R. T. Coady (signed)
Treasurer.
G. R. Geary (signed)
Mayor
Z. A. Lash (signed)