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Dated 1st November 1957

The University of Sheffield

with

*The Lord Mayor Aldermen and
Citizens of the City of Sheffield*

Duplicate

Deed of Exchange

OF
properties adjoining Winter Street in the City of Sheffield

*John Heys,
Town Clerk,
Sheffield.*



This Deed of Exchange

is made the *First*
day of *November*

One thousand nine hundred and fifty seven B E T W E E N THE UNIVERSITY
OF SHEFFIELD (hereinafter called "the University") of the one part and
THE LORD MAYOR ALDERMEN AND CITIZENS OF THE CITY OF SHEFFIELD



hereinafter called "the Corporation") of the other part W H E R E A S :-

The University is seised in fee simple in possession of the property
described in the First Schedule hereto and intended to be hereby
conveyed to the Corporation _____

(2) The Corporation are seised in fee simple in possession of the
property described in the Second Schedule hereto and intended to be
conveyed to the University subject as hereinafter mentioned but
otherwise free from incumbrances _____

(3) The University and the Corporation have agreed to exchange their said
respective properties as hereinafter expressed and upon and subject
to the covenants and conditions hereinafter contained _____

N O W in pursuance of the said agreements this Deed W I T N E S S E T H
as follows : - _____

1. IN consideration of the Conveyance by the Corporation hereinafter
contained the University as Beneficial Owners hereby convey unto the
Corporation ALL the property described in the said First Schedule
hereto TO HOLD the same unto the Corporation their successors in title
and assigns in fee simple Subject to all the existing rights or easements
(if any) affecting the same _____

2. IN consideration of the Conveyance by the University hereinbefore
contained the Corporation as Beneficial Owners hereby convey unto the
University ALL the property described in the Second Schedule hereto
TO HOLD the same UNTO the University their successors in title and
assigns in fee simple Subject to all the existing rights or easements
(if any) affecting the same and Subject also to the covenants restrictive
of the user thereof contained in _____

(1) an Indenture dated the Thirtieth day of December One thousand eight
hundred and seventy three made between The Reverend Frederick Sutton
Dodd Cyril Joseph Settle Dodd and John Theodore Dodd of the first
part Mary Dodd of the second part and Thomas Henry Howard and William
Henry Greaves Bagshawe of the third part and _____

(2) an Indenture dated the Thirty first day of December One thousand eight
hundred and seventy three made between the said Thomas Henry Howard
and the said William Greaves Bagshawe of the one part and the
Corporation of the other part _____

3. THE said Exchange is accepted by the University as full compensation and satisfaction for all loss injury or damage sustained or to be sustained by the University by reason of the Conveyance of the property described in the said First Schedule hereto to the Corporation or the subsequent use thereof by the Corporation or by reason of the severance of the said property from any other property in the ownership of the University

4. THE University hereby covenant with the Corporation as follows that is to say : -

(i) To pay the Corporation a weekly sum equal to the inclusive weekly rent which the Corporation would have received from a normal let of the house to be used by the Corporation as alternative accommodation for the present Park Keeper who is now resident or formerly resided in the Lodge erected on the land described in the said Second Schedule hereto until such time as the said Park Keeper shall reach retirement age or until the New Lodge mentioned in the Third Schedule hereto shall be completed fit for occupation whichever is the later

(ii) Within a period of one month from the receipt by the University of their Solicitors of a Notice in writing from the Corporation requiring them so to do the University to provide suitable alternative accommodation for the tenants of Numbers 22 and 24 Salisbury Terrace aforesaid and give vacant possession thereof in order to enable the Corporation to demolish such dwellinghouses in connection with the construction by the Corporation of a temporary or permanent access to Weston Park Sheffield aforesaid

(iii) Not to remove or bury or permit to be removed or buried any vegetable soil from any of the lands described in the said First and Second Schedules hereto but to leave the same for the use of the Corporation as set out in the Third Schedule hereto

(iv) To complete the erection on the land described in the Second Schedule hereto and on the land shown hatched green on the plan hereto annexed permanent buildings only in accordance with plans elevations sections and specifications of materials which have been approved by the Corporation for the purposes of this Exchange and hereinafter referred to as "the library buildings" and any fuel burning apparatus to be installed on the said land or in any buildings erected thereon shall be of a type to be approved by the Corporation and of a type utilising gas electricity or oil and the University shall before the installation of any such apparatus obtain the approval of the Corporation to the specification there

(v) To take every practicable precaution not to damage or injure any adjoining or other property or any persons and to indemnify and keep indemnified the Corporation against all injuries loss or damage to any person or any such property whatsoever (including employees of the Corporation and property of the Corporation) which may arise out of or in consequence of the construction and maintenance of the works proposed to be carried out by the University on the land described in the said Second Schedule hereto or on the land hatched green on the said plan or the carrying out by the University of any of the works specified in the Third Schedule hereto and against all claims demands proceedings damages costs charges and expenses whatsoever in respect of or in relation thereto Provided always that nothing herein contained shall be deemed to render the University liable for or in respect of or to indemnify the Corporation against any compensation or damage for or with respect to : - _____

(a) The permanent use or occupation of land by the works or any part thereof _____

(b) The right of the University to construct the works or any part thereof on over under in or through any land _____

(c) Interference whether temporary or permanent with any right of light air way or water or other easement or quasi-easement which is the unavoidable result of the construction of the works in accordance with the plans elevations and specifications of materials approved by the Corporation _____

(d) Injuries or damage to persons or property resulting from any act or neglect of the Corporation their agents servants or contractors (not being employed by the University or their contractors) or for or in respect of any claims demands proceedings damages costs charges and expenses in respect thereof or in relation thereto -

(vi) On the completion of the construction of the said Library buildings the University if required to erect on the northern and western boundaries of the said land described in the said Second Schedule hereto where such boundaries are not occupied by permanent buildings such boundary walls (with gateway and gates if required by the Corporation) as shall be necessary to prevent direct access to the adjoining property of the Corporation to the satisfaction of the Corporation provided that if a gateway shall be provided in the said boundary walls the Corporation shall have complete control of the keys of the gates _____

(vii) To pave or lay out as a garden such part of the land described in the

said Second Schedule hereto as is not covered by buildings _____

(viii) To pay to the Corporation on demand the costs and expenses as certified by the Parks Manager for the time being of the Corporation incurred by the Corporation in the carrying out of the works more particularly specified in the Third Schedule hereto in so far as the same shall not have been carried out with the consent of the said Parks Manager by the University all such works to be carried out in accordance with plans and specifications to be prepared by the said Parks Manager or by the City Architect for the time being of the Corporation as circumstances shall require and it is hereby agreed and declared that the cost of the works specified in the Third Schedule hereto would not if the same had been carried out immediately after the Twenty fourth day of February One thousand nine hundred and fifty six have exceeded the sum of Twenty seven thousand eight hundred and fifty pounds and that the liability of the University in respect of such works shall not exceed that sum adjusted to take account of any increase or decrease in the market prices of materials and the cost of labour which has taken place or may take place between the Twenty fourth day of February One thousand nine hundred and fifty six and the date of completion of the various works specified in the said Third Schedule such increases or decreases to be agreed between the said Parks Manager of the Corporation the City Architect for the time being of the Corporation and the Architect for the time being of the University and in default of agreement any difference or dispute in relation to this clause shall be referred to two Arbitrators (one to be appointed by each party to this Deed) or their umpire in accordance with and subject to the provisions of the Arbitration Act 1950 or any statutory modification or re-enactment thereof for the time being in force _____

(ix) At all times hereafter to maintain the said walls erected on the northern and western boundaries of the land described in the Second Schedule hereto and all gates in good repair order and condition to the satisfaction of the Corporation _____

(x) To indemnify and keep indemnified the Corporation from and against all costs charges and expenses as certified by the said Parks Manager of the Corporation incurred by the Corporation in connection with the saleshop and dwellinghouse Numbered 77 Winter Street aforesaid until such time as the said saleshop and dwellinghouse shall be demolished (i) in making good any stoppage of or damage to

drains caused by the negligence of the tenants their servants or licensees (ii) in repairing and cleansing all party drains and gutters belonging to the premises in common with other premises and (iii) in obtaining or securing the replacement of broken plate glass in the windows and doors of the premises _____

(xi) Not at any time hereafter to increase the height of the original library buildings and not to erect any new buildings on the site thereof to a greater height than that of the original library buildings _____

(xii) Not to use any walls gable ends of buildings or fences of any kind upon or enclosing any of the land described in the said Second Schedule hereto for the erection or exhibition of notice boards signs or notices or for the posting of bills or as advertising stations and in case of any breach of this covenant, the Corporation in addition to any other remedy they may possess shall have the right at any time without notice to enter upon the said land described in the said Second Schedule hereto and to remove and destroy any of the notice boards signs notices bills advertisements or posters displayed or exhibited in breach of this covenant Provided that this covenant shall not apply to such notice or signs in connection with the functions for which the land is to be used as shall be first approved by the Estates Surveyor for the time being of the Corporation _____

(xiii) Not to carry on or permit to be carried on upon the said land described in the said Second Schedule hereto any act or thing which in the opinion of the Corporation may be a nuisance damage or annoyance to the Corporation or the members of the public using Weston Park aforesaid _____

(xiv) (a) That all fuel burning apparatus to be installed on the said land described in the Second Schedule hereto or in the buildings erected thereon or any part thereof shall be of a type to be approved by the Corporation and of a type utilising gas electricity or oil and the University shall before the installation of any such apparatus obtain the approval of the Corporation to the specification thereof _____

(b) Not to cause or permit any smoke effluvia vapour or grit to be emitted from any apparatus on the lands described in the said Second Schedule hereto or in any buildings erected or to be erected thereon and shall erect any chimney in connection with any such apparatus to the satisfaction in all respects of the Corporation

(c) Not to alter the existing fuel burning apparatus on the lands described in the said Second Schedule hereto or in any buildings thereon without the previous consent in writing of the Corporation Provided that any such fuel burning apparatus or any chimney in connection therewith shall be so altered or such additional parts shall be provided as may from time to time be required by the Corporation for the purpose of preventing to the satisfaction of the Corporation any smoke effluvia vapour or grit from being emitted from the said apparatus or chimney

(d) At all times hereafter to repair and maintain and cause to be kept in repair and maintained any such apparatus and any alterations or addition thereto as aforesaid to the satisfaction in all respects of the Corporation

5. THE Corporation hereby covenant with the University as follows that is to say - Not to erect any building on their adjoining land forming part of Weston Park Sheffield aforesaid in such a manner as to obstruct the access of light at an angle of forty five degrees to the zenith to the lower sill of each of the windows in the western and northern elevations of the library buildings

6. IT IS HEREBY AGREED AND DECLARED by and between the parties hereto as follows that is to say : -

(1) That during the period of construction of the library buildings the Corporation shall permit the University their Agents and Contractors and their servants or employees to enter upon and to use for working space for Builders or other Contractors and their respective employees the land within a line drawn at a distance of twenty feet measured from the western boundary of the land described in the said Second Schedule hereto and the site on which the existing Vicarage now stands except that portion of the vicarage garden which lies to the west of the line before mentioned Provided that the University shall provide erect and maintain until such time as the said lands shall be handed over to the Corporation

(a) a cleft chestnut fence six feet high around each of the trees selected by the Parks Manager of the Corporation for preservation such fences to be three feet from the trunk of the tree and

(b) a close boarded or other approved unclimbable fence six feet high along the said line drawn at a distance of twenty feet from the western boundary of the land described in the said Second Schedule hereto and continued along the east boundary of the excluded portion of the Vicarage garden and in such a manner as to prevent

direct access from or to Weston Park aforesaid and the University shall make good and restore any damage to the surface of Weston Park aforesaid caused by such user of the aforesaid working space —

(2) That nothing contained in this Deed or done thereunder shall affect the powers of the Corporation as Local Authority Local Planning Authority or Highway Authority or in any other capacity whatsoever under or by virtue of any public or local act order regulation or byelaw in operation from time to time in the City of Sheffield nor relieve the University from the necessity to obtain all such approvals or consents (in respect of plans or otherwise) as may from time to time be requisite from the Corporation in any such capacity as aforesaid under or by virtue of any such Act Order Regulation or Byelaw as aforesaid and _____

(3) That where any consent approval or authority of the Corporation is required by the University under the terms and conditions hereof application therefor (unless otherwise expressly provided) shall be made to the Town Clerk for the time being of the Corporation at the Town Hall Sheffield _____

7. THE Corporation hereby acknowledge the right of the University to production of the hereinbefore mentioned Indentures of the Thirtieth day of December One thousand eight hundred and seventy three and the Thirty first day of December One thousand eight hundred and seventy three and to delivery of copies thereof and hereby undertake for the safe custody thereof _____

IN WITNESS whereof the University and the Corporation have caused their respective Common and Corporate Common Seals to be hereunto affixed the day and year first before written _____

_____ THE FIRST SCHEDULE before referred to _____

ALL THOSE several pieces or parcels of land (including the site of Salisbury Terrace) containing together an area of Three thousand six hundred and fifty square yards or thereabouts situate on the westerly side of Winter Street aforesaid and to the North of the land described in the said Second Schedule hereto and more particularly delineated on the said plan and thereon coloured blue and as to part edged red TOGETHER with the dwellinghouse formerly used as a Vicarage and outbuildings thereto the dwellinghouses Numbered 8 to 24 (even numbers inclusive) Salisbury Terrace aforesaid and the saleshop and dwellinghouses Numbered 75 77 and 79 Winter Street aforesaid and all other buildings now standing thereon

THE SECOND SCHEDULE before referred to

ALL THAT piece of land containing an area of Two thousand eight hundred and forty eight square yards or thereabouts situate on the westerly side of Winter Street in the Township and City of Sheffield and more particularly delineated on the plan hereto annexed and thereon coloured pink TOGETHER with the Lodge erected thereon

THE THIRD SCHEDULE before referred to

Schedule of the Works referred to in sub-clause (viii) of Clause 4 of the before written Deed

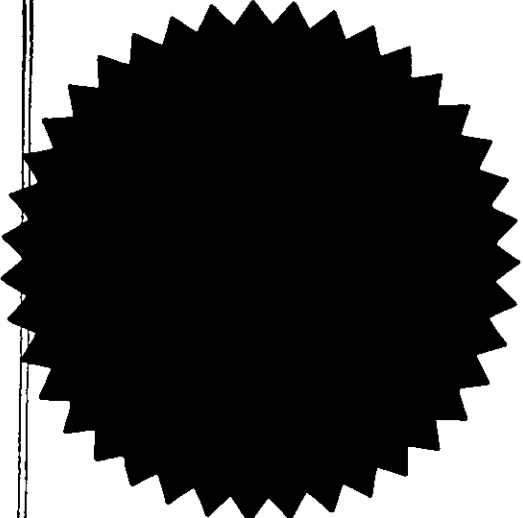
1. Providing and erecting in such positions as shall be required by the Corporation at the new Winter Street entrance to Weston Park aforesaid wrought iron entrance gates and stone piers
2. Erecting a dwellinghouse with stone facing to Winter Street aforesaid on a site to be appointed by the Corporation such dwellinghouse to be in replacement of and to provide similar accommodation and facilities as exist in the present Lodge including ancillary buildings in replacement of the buildings now ancillary to the present Lodge
3. Taking down and re-erecting (including repairs to and replacement of structural parts where necessary) on a site to be appointed by the Corporation not necessarily within the Park a metal greenhouse now sited at the rear of the Lodge
4. Providing and erecting on a site to be appointed by the Corporation a new greenhouse and providing therein heating apparatus of no less proportions than that in the existing greenhouse
5. Erecting pit lights not less in number than exists on the land conveyed to the University in such positions as shall be required by the Corporation
6. Erecting messrooms and sheds on a site to be appointed by the Corporation such messrooms and sheds to be in replacement of and to provide the same accommodation and facilities as exist in the present messrooms and sheds
7. Taking down and re-erecting potting sheds and lean-to sheds now standing on the land conveyed to the University on a site to be appointed by the Corporation and replacing the same with new sheds of no less dimensions if their removal shall prove impracticable and taking down and rebuilding in stone the boundary wall now forming part of the existing sheds
8. Rebuilding on a site to be appointed by the Corporation Ladies Conveniences with no less than two water closets Gentlemen's Conveniences with three water closets and a Urinal if the Corporation shall decide that these are necessary and taking down and rebuilding in stone the boundary wall forming part of the existing Gentlemens conveniences

9. Stripping all top soil from the site conveyed to the University and depositing in Weston Park for re-use except in so far as the same shall be required for use in laying out the garden referred to in sub-clause (viii) of Clause 4 of the Deed of Exchange
10. Demolishing the house known as "the Vicarage" and carting away any surplus materials leaving sufficient materials on the site to grade and form a surface to new levels as may be required. Provided that if so required by the University the demolition of the Vicarage may be deferred so long as the same is required for the storage of materials to be used in the construction of the Library buildings
11. Forming temporary entrance to Weston Park aforesaid if required before the formation of the new permanent access to the Park as hereinafter mentioned such temporary entrance to be in a position to be appointed by the said Parks Manager of the Corporation
12. Prior to demolition and excavation stripping top soil from the garden of the Vicarage and depositing for re-use by the Corporation
13. Demolishing the house property numbered 8-24 Salisbury Terrace aforesaid and the shops and dwellinghouses numbered 75 77 and 79 Winter Street aforesaid and breaking up the surface of yards pavements and the roadway known as Salisbury Terrace sealing off drains and generally making good to the satisfaction of the Medical Officer of Health and such other Chief Official of the Corporation as may be concerned and grading the land to levels to be decided by the Corporation
14. Facing up the boundary wall at the rear of the property in Salisbury Terrace and the gable of the adjoining property exposed by the demolition of 79 Winter Street aforesaid by the construction of nine inch brick walls of bricks to be selected by the City Architect of the Corporation such new walls to finish the same height as the existing boundary wall and gable and to be covered with an artificial stone coping
15. Facing the south boundary wall of the yard at the rear of Number 25 Westonville Terrace in manner provided by paragraph 14 of this Schedule up to a point where the existing boundary wall increases in height (a distance of approximately twenty one feet)
16. Re-laying drains or other conduits disturbed in the course of any works executed by the University or in the course of any works envisaged in this Schedule and constructing any drains or other conduits required to serve such works
17. Excavating levelling tipping and grading to form new layout of and construct a new permanent entrance to Weston Park aforesaid and for this purpose forming walls steps and slopes constructing footpaths boundary and

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retaining walls gates and fences the new boundary wall to Winter Street aforesaid to be in stone and of a height of approximately three feet in height above pavement level with a stone coping surmounted with wrought iron railings

18. Cutting down trees and grubbing up roots where necessary and carting away or burning on the site if not required all trees indicated to be suitable for planking are to be made available to the Corporation whether on the lands coloured blue or pink on the plan
19. Planting shrubs trees hedges borders and all horticultural plants as may be decided by the said Parks Manager of the Corporation
20. Making such modifications and alterations to footpaths shrubberies and other features of Weston Park aforesaid in order that the existing layout may be brought into conformity with the proposed temporary entrance and the permanent entrance to be substituted for the existing entrance to Weston Park such altered layout adjoining the western boundary of the land described in the said Second Schedule hereto to be carried out to a finished level not higher than three hundred and ninety six decimal point five nought feet
21. Re-laying or reconnecting any water supplies or other services disturbed during the carrying out of the works described in this Schedule

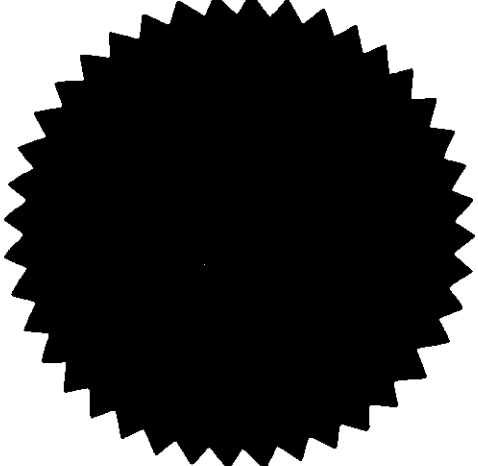
WEST RIDING OF YORKSHIRE
REGISTRY OF DEEDS, WAKEFIELD
Registered 18 NOVEMBER 1957
at 10-00 a.m. Volume 213
Page 420 No. 217
Registrar

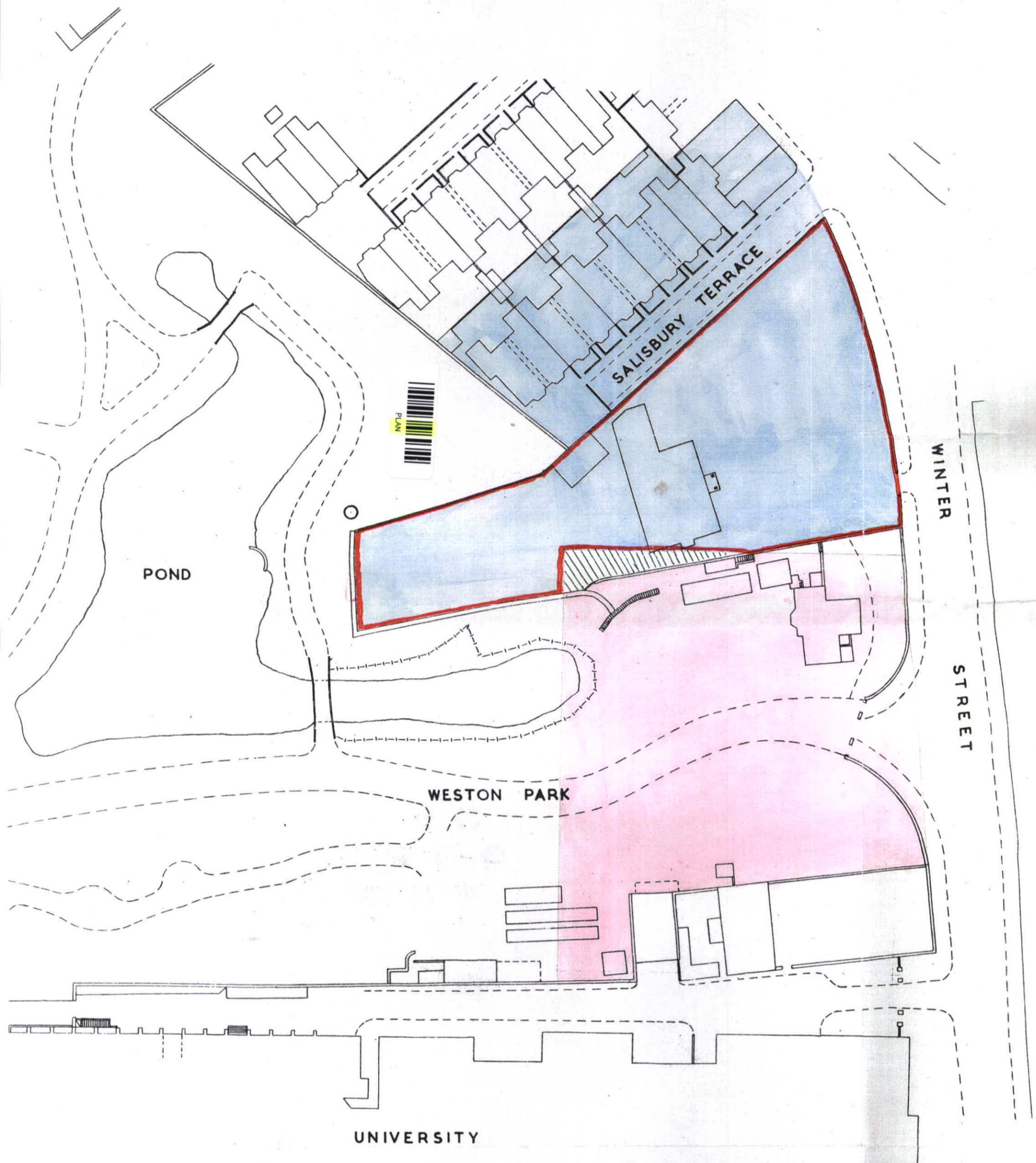

{ THE COMMON SEAL of The University
of Sheffield was hereunto affixed
in the presence of : -

J. J. M. Cole Members
W. J. M. Cole of
Council
R. J. M. Cole Bursar.

THE CORPORATE COMMON SEAL of The
Lord Mayor Aldermen and Citizens
of the City of Sheffield was
hereunto affixed in the presence

of : -


J. J. M. Cole
Town Clerk,
Sheffield



SCALE - 41.66 FEET TO AN INCH.

