THIS DEED OF AGREEMENT is made the 3151 day of Morcin One thousand nine hundred and eighty-three (1983)

BETWEEN THE ROMAN CATHOLIC BISHOP OF THE DIOCESE OF CHRISTCHURCH a Corporation Sole (hereinafter with his successors referred to as "the Proprietor") of the first part

AND HER MAJESTY THE QUEEN acting by and through the Minister of Education (hereinafter referred to as "the Minister") of the second part

WHEREAS:

- A The Proprietor conducts John Paul II High School, GREYMOUTH, (hereinafter referred to as "the School")
- B The School is a Roman Catholic School for boys and girls from Form Three (III) to Form Seven (VII) offering Education with a Special Character.
- The School was established in 1980 and up to the effective date of integration was in part staffed by members of the Roman Catholic Religious Order of Woman known as the Sisters of Mercy and the Roman Catholic Religious Order of Men known as the Marist Brothers of the Schools. The said Orders will continue after the effective date of integration to offer teaching staff to the School, so long as they have members available for that purpose.
- D The Minister and the Proprietor have agreed to enter into this Deed of Agreement pursuant to the Private Schools Conditional Integration Act 1975, whereby the School is to be established as an integrated School.

NOW THIS DEED OF AGREEMENT WITNESSETH THAT IT IS HEREBY COVENANTED AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO as follows:-

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- 1. THAT the Minister and the Proprietor HEREBY AGREE that the School is to become an integrated School pursuant to the Private Schools Conditional Integration Act 1975.
- 2. THE School's Special Character as is hereinafter described, shall incorporate the Education with a Special Character as provided in the School AND IT IS HEREBY AGREED AND DECLARED that the School shall at all times in the future be conducted and operated so as to maintain and preserve the School's Special Character and these presents shall be interpreted so as to maintain and preserve the Special Character of the School.
- 3. ON behalf of the Proprietor it is hereby agreed that:-
- (a) The Proprietor is the occupier of all the land and improvements more particularly described in the **First Schedule** hereto (hereinafter referred to as "the Proprietor's land") and of which for the purposes of this Deed of Agreement, the School premises form part only. The School premises for the purposes of this Deed of Agreement being the land and improvements more particularly described in the **Second Schedule** hereto (hereinafter referred to as "the School premises").
- (b) The Proprietor shall set apart and appropriate all the School premises and all the chattels and other assets of the Proprietor associated with the School exclusively for the purposes of the School as an integrated School, so that the Controlling Authority of the School shall have the exclusive right to the possession and use of the School premises and chattels -

PROVIDED THAT

(i) At the request of the Proprietor, the Board of Governors may grant the use of the School premises and chattels to the Proprietor or other person or persons at any time when the School premises and chattels are not required for School

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purposes and the Board of Governors shall not unreasonably or arbitrarily withhold its consent. The Board of Governors may require the Proprietor or other person or persons to pay a reasonable fee to the Board of Governors as a condition of such use.

- (ii) With the consent of the Proprietor, the Board of Governors may grant the use of the School premises and chattels to other person or persons at any time when the School premises and chattels are not required for School purposes and the Proprietor shall not unreasonably or arbitrarily withhold his consent. The Board of Governors may require any such person or persons to pay a reasonable fee to such Board of Governors as a condition of such use.
- (c) The Proprietor shall accept and meet the liability for all mortgages, liens and other charges upon the land and buildings comprising the School premises.
- (d) The Proprietor shall plan, pay for, and execute the improvements described in the Third Schedule hereto, to the School premises, so as to bring the School buildings and associated facilities forming part of the School premises up to the minimum standard for comparable State Schools prevailing at the effective date of this Deed of Agreement. Such improvements are to be carried out in accordance with the dates specified against such improvements in the Third Schedule hereto. The Proprietor shall upon completion of any improvements to the electrical services described in the Third Schedule hereto arrange for the local Electrical Supply Authority to inspect the School premises in terms of Regulation 45 of the Electrical Supply Regulations 1976.
- (e) The Proprietor shall plan, execute and pay for such capital works and associated facilities at the School as may be approved or required, from time to time, by the Minister pursuant to Section 40(2)(d) of the Private Schools Conditional Integration Act 1975.

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- (f) The Proprietor may own or hold upon trust, and control and maintain, any land, buildings and associated facilities that, although not part of the integrated School premises in terms of this Deed of Agreement are regarded by the Proprietor as appropriate to maintain the Special Character of the School.
- (g) The Proprietor shall insure all the buildings forming part of the School premises and the Proprietor's chattels (if any) owned or held upon trust for the purposes of the School and the other assets owned by the Proprietor for the purposes of the School against risks normally insured against, in some responsible insurance office in New Zealand, and further acknowledges the obligation on him created by Section 40(2)(h) of the Private Schools Conditional Integration Act 1975.
- (h) No person employed at the School and paid for his services in whole or in part out of moneys appropriated by Parliament, shall be paid by the Proprietor or his servants or agents any remuneration additional to that provided for by the Private Schools Conditional Integration Act 1975 or shall be granted or permitted any condition of service more favourable than that permitted in the case of a person employed in a comparable position in a State School PROVIDED HOWEVER that a teacher to whom the provisions of Section 71 of the Private Schools Conditional Integration Act 1975 apply, shall continue to be paid no less than the same salary, and be accorded the same status, as he received or was accorded on the day before the effective date of the integration of the School.

4. THE land and buildings constituting the School premises are subject to the mortgages, debts, liens, encumbrances, easements, licences, restrictions and other matters which affect the title to or enjoyment of the land and have the appurtenances or benefits attaching to the land more particularly described in the First Schedule hereto.

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- THE Proprietor undertakes and agrees that up to the effective date hereof he has, to the best of his knowledge and belief observed, performed, fulfilled and kept all and singular the covenants, conditions and agreements contained or implied in those leases granted in respect of the Certificates of Title contained in the First Schedule AND the Proprietor hereby further agrees that he will at all times during the continuance of this Deed of Agreement duly and punctually pay the rent reserved under any of the said leases or any new lease or leases in renewal thereof or in substitution therefor as and when the same shall become due and payable and will well and faithfully observe perform fulfill and keep all and singular the covenants conditions and agreements contained or implied in the said leases and on the part of the Proprietor as lessee thereunder to be observed performed fulfilled and kept AND the Proprietor accordingly indemnifies the Minister in respect of any breach of the obligations of the Proprietor as lessee under the said leases PROVIDED ALWAYS that the Minister shall be responsible to maintain the School in accordance with the provisions of clause 33 hereof.
- 6. THE Proprietor undertakes to obtain the lessor's consent to part with possession of the school, more particularly described in the Second Schedule hereto, to the John Paul II High School Board of Governors.
- 7. THE Special Character of the School is that it is a Roman Catholic School for boys and girls established by the Roman Catholic Bishop of the Diocese of Christchurch for the Roman Catholic community of the Diocese of Christchurch which promotes and supports the School and of which the School is part, to provide and to continue to provide Education with a Special Character, that is to say:-

The School is a Roman Catholic School in which the whole School community through the general School programme and in its Religious instructions and observances, exercises the right to live and teach the values of Jesus Christ. These

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values are as expressed in the Scriptures and in the practices, worship and doctrine of the Roman Catholic Church, as determined from time to time by the Roman Catholic Bishop of the Diocese of Christchurch

- 8. THE Proprietor of the School subject to the provisions of this Deed of Agreement:-
- (a) Shall continue to have the responsibility to supervise the maintenance and preservation of the Education with a Special Character provided by the School;
- (b) Shall continue to have the right to determine from time to time what is necessary to preserve and safeguard the Special Character of the Education provided by the School and described in this Deed of Agreement;
- (c) May invoke the powers conferred upon him by the Private Schools Conditional Integration Act 1975, if in the opinion of the Proprietor the Special Character of the School as defined and described in this Deed of Agreement has been or is likely to be jeopardised or the Education with a Special Character provided by the School as defined and described in this Deed of Agreement is no longer preserved and safeguarded.
- 9. (a) THE Controlling Authority of the School shall be a Board of Governors as constituted pursuant to the provisions of Section 51 of the Education Act 1964 and Regulations made thereunder. Such Board of Governors shall consist of eleven (11) members, such eleven (11) members being:-
 - (i) One (1) member appointed by the Education Board of the Canterbury Education District

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- One (1) member elected by the teachers of the School

 PROVIDED HOWEVER that no member so elected may be appointed a Chairman or Deputy Chairman of the Board.
- (iii) Five (5) members elected by the parents of the pupils attending the School.
- (iv) Four (4) members who shall be representatives of the Proprietor and appointed by him.
- Any election conducted pursuant to Section 8(5) of the Private Schools Conditional Integration Act 1975 shall be conducted as nearly as possible in the manner prescribed by the Secondary School Boards Administration and Employment Regulations 1965 and any regulations made in amendment thereof or substitution therefor and the provisions of those Regulations shall, with any necessary modification, be applied accordingly.
- (c) The control and management of the School shall be exercised subject to the provisions of Section 25(6) of the Private Schools Conditional Integration Act 1975.
- 10. THE School had a roll of two hundred and thirty-two (232) pupils as at the 1st day of March 1983, being the year when the roll figures were last compiled. It is agreed by and between the parties hereto that the maximum roll of the School shall be two hundred and forty (240) pupils.
- 11. THE Proprietor agrees that pursuant to paragraphs (d) and (e) of Clause 3 of this Deed of Agreement he will bring the School up to the minimum standard of accommodation laid down from time to time by the Director-General for a comparable State School.

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- 12. (a) PREFERENCE of enrolment at the School under Section 29(1) of the Private Schools Conditional Integration Act 1975 shall be given only to those children whose parents have established a particular or general religious connection with the Special Character of the School and the Controlling Authority shall not give preference of enrolment to the parents of any child unless the Proprietor has stated that those parents have established such a particular or general religious connection with the Special Character of the School.
 - In accordance with Section 7(6)(h) of the Private Schools (b) Conditional Integration Act 1975 unless the Proprietor and the Regional Superintendent of Education otherwise agree and subject to places being available, the number of pupils whose parents do not have a preference of enrolment at the School in accordance with the provisions of Section 29(1) of the Private Schools Conditional Integration Act 1975 shall be limited at all times to twelve (12) pupils out of the total roll of the School and the Board of Governors shall not enrol more than that number PROVIDED THAT to maintain and preserve the Special Character of the School the Board of Governors in classifying such pupils so enrolled shall endeavour to reasonably distribute them through the range of classes offered by the School.
 - Wherever any difficulty arises related to enrolment at the school in terms of section 52 of the Private Schools Conditional Integration Act, 1975, it may be referred to the appropriate Secondary Enrolment Review Committee pursuant to the provisions of the said section.
- 13. IT is agreed by and between the parties hereto that as Religious observances and Religious instruction form part of the Education with a Special Character provided by the School, Religious observances and

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Religious instruction in accordance with the determination made from time to time by the Roman Catholic Bishop of the Diocese of Christchurch shall continue to form part of the School programme in accordance with Sections 31 and 32 of the Private Schools Conditional Integration Act 1975.

14. THE Proprietor, together with his servants, agents and licensees, shall, subject to the proviso to Section 40(2)(i) of the Private Schools Conditional Integration Act 1975, have at all reasonable times access to the School to ensure that the Special Character of the School is being maintained.

- 15. (a) THE Proprietor, together with his servants, agents and licensees, shall have at all reasonable times access to the land and buildings of the School constituting the School premises sufficient to enable him to exercise the powers and carry out the responsibilities vested in him and imposed on him by the Private Schools Conditional Integration Act 1975 and by this Deed of Agreement.
 - (b) The Controlling Authority of St. Patrick's School, Greymouth, and its servants, agents and licensees shall have at all reasonable times access to the school site and to Blocks H, N, O, P, T and W more particularly described on the plan annexed to the Second Schedule hereto until such time as the said blocks are no longer used by St. Patrick's School.
 - (c) The Proprietors of the Mawhera Maori Reserve have at all reasonable times the right to enter upon the land more particularly described in the **First Schedule** hereto for the purpose of viewing the state and condition thereof and of the buildings and erections thereon.
- 16. AN advertisement for the position of Principal of the School shall in accordance with Section 65(1)(a) of the Private Schools Conditional

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Integration Act 1975 state that a willingness and ability to take part in Religious instruction appropriate to the Special Character of the School shall be a condition of appointment. Any person so appointed to the position of Principal shall accept these requirements as a condition of appointment. The Principal so appointed shall accept and recognise a responsibility to maintain and preserve the Special Character of the School.

- 17. THERE shall be a position at the School to be designated Director of Religious Studies in accordance with Section 65(1)(b) of the Private Schools Conditional Integration Act 1975, which position shall be a position of responsibility and part of the normal staffing entitlement of the School as established by Regulations made under the Education Act 1964 and an advertisement for that position shall state that a willingness and ability to take part in Religious instruction appropriate to the Special Character of the School shall be a condition of appointment. Any person so appointed to the position of Director of Religious Studies shall accept these requirements as a condition of appointment. The Director of Religious Studies shall give guidance and provide effective leadership in Religious instruction and observances throughout the School.
- 18. A person appointed as aforesaid to the position of Director of Religious Studies at the School shall undertake such teaching duties, if any, as may be required by the Principal of the School.
- 19. THE staffing entitlement of the School as at the 1st day of March one thousand nine hundred and eighty three (1983) was eleven decimal five zero (11.50) positions (excluding the Principal and Director of Religious Studies) of which there shall be five (5) teaching positions at the School which in accordance with section 65(1)(c) of the Private Schools Conditional Integration Act 1975 shall be positions of importance carrying a responsibility for Religious instruction and an advertisement for those positions shall state that a willingness and ability to take part in Religious instruction appropriate to the Special Character of the School shall be a

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condition of appointment. Any person so appointed to these positions shall accept these requirements as a condition of appointment. In the event of the staffing entitlement of the School altering at any time during the currency of this Deed of Agreement then the number of teaching positions designated under Section 65(1)(c) of the Private Schools Conditional Integration Act 1975 as positions of importance carrying a responsibility for Religious instruction shall be the same proportion to the nearest whole number of the other teaching positions as five (5) is to eleven decimal five zero (11.50) as hereinbefore provided.

- 20. THE position of Deputy Principal at the School is agreed pursuant to Section 66 of the Private Schools Conditional Integration Act 1975 to be a special position that requires particular capabilities in the teacher appointed, namely to assist in planning and organising the courses and programmes at the School to ensure that they reflect the Special Character of the School and an advertisement for the position of Deputy Principal shall state that possession of these capabilities shall be a condition of appointment. Any person so appointed to the position of Deputy Principal shall accept these requirements as a condition of appointment.
- 21. THE Proprietor may with the consent of the Board of Governors in accordance with Section 69(1) of the Private Schools Conditional Integration Act 1975 arrange for any retired teacher to undertake voluntary tasks to assist in the School with the teaching of Religious observances and Religious instruction appropriate to the Special Character of the School.
- 22. IT is agreed by and between the parties hereto that as Religious observances and Religious instruction form part of the Education with a Special Character provided by the School the Proprietor may employ any person as a Chaplain or otherwise, for the purposes of Religious observances or instruction and the provisions of Section 69(2) and (3) of the Private Schools Conditional Integration Act 1975 shall apply.

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- Agreement with the parents or other persons accepting responsibility for the education of a child providing that, as a condition of enrolment and attendance of that child at the School, the parents or other persons shall pay attendance dues established in respect of the School or group of Integrated Schools owned by the Proprietor or Proprietors of other Roman Catholic Integrated Schools at such rates and subject to such conditions as may be approved from time to time by the Minister, by notice in the New Zealand Gazette in accordance with Section 36 of the Private Schools Conditional Integration Act 1975.
- 24. THE School is a Secondary School for boys and girls from Form Three (III) to Form (VII) and shall remain so until such time as an agreement to a change in this organisation of the School is reached between the Proprietor and the Minister and the parties hereto enter into a supplementary Deed of Agreement to give effect thereto.
- 25. WHERE any of the costs associated with the conduct of the Proprietor's land and buildings that are not part of the School premises cannot be separated from the costs associated with the operation of the School premises, the Proprietor and the Board of Governors shall contribute to such costs according to their respective use of the services and facilities.
- 26. IT is acknowledged by and between the parties hereto pursuant to clause 25 hereof that certain of the services and facilities on or serving the Proprietor's land and buildings and other improvements thereon are used in common for the purpose of the School premises as is more particularly delineated on the plan forming part of the Second Schedule hereto. In particular, shared access from Alexander Street to Block D more particularly shaded in yellow on the site plan annexed to the Second Schedule, the water supply, the power supply and the sewerage and drainage systems are all used in common and the costs of maintaining such services and facilities shall be apportioned as provided in clause 25 hereof. If

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practicable the power supply to the School premises shall be separately metered at the expense of the Proprietor. Where such services or facilities are wholly or partly situated outside the School premises the Proprietor will continue to make such services or facilities available to the School premises. Where such services lie wholly or partly within the School premises, the Board of Governors will do nothing to prevent the availability of those services to that part of the Proprietor's land and improvements which are not part of the School premises.

- 27. NEITHER the Minister nor the Board shall be responsible for any of the maintenance or running or operating costs associated with Blocks N, O, Q or T more particularly described in the plan annexed to the Second Schedule until such time as they are demolished in accordance with the Third Schedule hereto.
- 28. THE Proprietor will maintain Blocks H and W more particuarly described in the plan annexed to the Second Schedule during their period of use by St. Patrick's School, and the Board will not be responsible for maintenance or operating costs until such times as the buildings revert to the use of John Paul II High School.
- 29. THE Proprietor agees to maintain Block P more particularly described in the plan annexed to the Second Schedule so as to meet Department of Education and Ministry of Works and Development requirements until it is demolished. The Board shall share with the Controlling Authority of St. Patrick's School the running or operating costs associated with the use of the said Block in particular the power supply, water, sewerage, drainage and cleaning costs in proportion to their respective use.
- 30. THE Proprietor will make a house property available for a school caretaker's residence as and when it may reasonably be required by the Board of Governors and at that stage the Board of Governors shall assume



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responsibility for the maintenance of such a house property and shall be entitled to receive the rent therefrom.

- 31. THE Proprietor shall not engage any teachers between the date of execution of this Deed of Agreement and the effective date of integration other than those whose names have already been notified by the Proprietor to the Director-General of Education without first obtaining the consent of the Director-General.
- 32. THE Proprietor shall reimburse the Minister for the payment of salary, wages and the proportion of School holiday pay due and paid by the Minister in respect of the 1983 School year to any person employed at the School up to the effective date of integration PROVIDED THAT the Proprietor shall not be required to reimburse the Minister in respect of any salary, wages and holiday pay which has been paid to teachers up to the date of integration by the Minister in accordance with the terms of the Minister's letter of 4th December 1980 to Archbishop Williams.
- 33. THE Minister shall subject to clause 3(d) and (e) clause 27, clause 28 and clause 29 of this Deed of Agreement after the effective date hereof maintain the School premises and the associated facilities in a state of repair order and condition as for a comparable State School and provide for the maintenance of the chattels as though the School were a State School. The School shall be entitled to such furniture and equipment as the Minister supplies from time to time to comparable State Schools.
- 34. THE effective date of this Deed of Agreement shall be the 23rd day of May One thousand nine hundred and eighty-three (1983)

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35. ON and after the effective date specified in this Deed of Agreement the School shall be an integrated school in terms of the Private Schools Conditional Integration Act 1975.

IN WITNESS WHEREOF these presents have been executed the day and year first hereinbefore written.

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SIGNED by BRIAN PATRICK ASHBY,

THE ROMAN CATHOLIC BISHOP OF

THE DIOCESE OF CHRISTCHURCH and

sealed with his Seal of Office in the

presence of:
Annual Manager

Black Catholic Education Broad

SIGNED for and on behalf of HER MAJESTY THE QUEEN by MERVYN LANGLOIS WELLINGTON Minister of Education in the presence of:-

M.J. Loklan

12 Hohiria Road

Wellington.

(Private Devetary)

FIRST SCHEDULE

Description of total land, buildings and other improvements comprising the Proprietor's land of which the School premises form part

The Proprietor's Land

All that land, buildings and other improvements occupied by the Roman Catholic Bishop of the Diocese of Christchurch situate in Alexander Street, Greymouth, being known as John Paul II High School and St. Patrick's School, Greymouth, and being more particularly described as follows and delineated in green on the plan forming part of the Second Schedule hereto.

FIRSTLY, all that parcel of land containing more or less 572m² situate in the Borough of Greymouth or Mawhera Maori Reserve 31 being Lot 1 on Deposited Plan 605 and being part Section 177A Block 21 and being all the land in Certificate of Title 3B Folio 662 (Westland Registry)

SECONDLY, all that parcel of land containing more or less 1492m² situate in the Borough of Greymouth or Mawhera Maori Reserve 31 being Section 177B Block 21 and being all that land in Certificate of Title Volume 3B Folio 661 (Westland Registry)

THIRDLY, all that parcel of land containing more or less 4022m² situate in the Borough of Greymouth or Mawhera Maori Reserve 31 being Section 176 Block 21 and being all that land in Certificate of Title Volume 3B Folio 660 (Westland Registry).

FOURTHLY, all that parcel of land containing more or less 2580m² situate in the Borough of Greymouth or Mawhera Maori Reserve 31 being Section 175B Block 21 and being all

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that land in Certificate of Title Volume 3B Folio 659 (Westland Registry)

FIFTHLY, all that parcel of land containing more or less 2049m² situate in the Borough of Greymouth or Mawhera Maori Reserve 31 being Section 174C Block 21 and being all that land in Certificate of Title Volume 3B Folio 657 (Westland Registry)

SIXTHLY, all that parcel of land containing more or less 1.2267 ha. situate in the Borough of Greymouth or Mawhera Maori Reserve 31 being Sheet 9 Deposited Plan 8 Section 362 Block 21 and being all that land in Certificate of Title Volume 3B Folio 665 (Westland Registry)

SEVENTHLY, all that parcel of land containing more or less 0.4426 hectares situated in the Borough of Greymouth being part of Greymouth or Mawhera Maori Reserve 31 and more or less being Section 170 Block 24, and being all the land in Volume 3B Folio 993 (Westland Registry).

EIGHTHLY, all that parcel of land containing more or less 405m² situated in the Borough of Greymouth being Sections 172D and 172E Block 24 Greymouth or Mawhera Maori Reserve and being all the land in Certiciate of Title Volume 3B Folio 991 (Westland Registry).

NINTHLY, all that parcel of land containing more or less 690m² situated in the Borough of Greymouth being part of Greymouth or Mawhera Maori Reserve 31 being Lots 1 and 2 on Deposited Plan 475 and being all the land in Certificate of Title Volume 3B Folio 988 (Westland Registry).

TENTHLY, all that parcel of land containing more or less 400m² situated in the Borough of Greymouth being part of Greymouth or Mawhera Maori Reserve 31 being Lot 1 on

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Deposited Plan 338 and being all the land in Certificate of Title Volume 3B Folio 989 (Westland Registry).

ELEVENTHLY, all that parcel of land containing more or less 797m² situated in the Borough of Greymouth being part of Greymouth or Mawhera Maori Reserve 31 being Lot 2 on Deposited Plan 338 and Section 172A Block 24 and being all the land in Certificate of title Volume 3B Folio 990 (Westland Registry).

TWELFTHLY, all that parcel of land containing more or less 2327m² situated in the Borough of Greymouth being part of Greymouth or Mawhera Maori Reserve 31 and being more or less Section 171 Block 24 and being all the land in Certificate of title Volume 3B Folio 992 (Westland Registry).

THIRTEENTHLY, all that parcel of land containing more or less 430m² situated in the Borough of Greymouth being part of Greymouth or Mawhera Maori Reserve 31 being Section 137F Block 24 and being all the land in Certificate of Title Volume 3B Folio 437 (Westland Registry).

FOURTEENTHLY, all that parcel of land containing more or less 534m² situated in the Borough of Greymouth being part of Greymouth or Mawhera Maori Reserve 31 being part Section 140A Block 25 and being all the land in Certificate of Title Volume 3B Folio 998 (Westland Registry).

FIFTEENTHLY, all that parcel of land containing more or less 556m_2

situated in the Borough of Greymouth being part of Greymouth or Mawhera Maori Reserve 31 being Section 168A Block 25 and being all the land in Certificate of title Volume 3B Folio 1012 (Westland Registry).

SIXTEENTHLY, all that parcel of land containing more or less 556m^2 situated in the Borough of Greymouth being part of

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Greymouth or Mawhera Maori Reserve 31 being Section 168A Block 25 and being all the land in Certificate of Title Volume 3B Folio 1011 (Westland Registry).

SEVENTEENTHLY, all that parcel of land containing more or less 341m² situated in the Borough of Greymouth being part of Greymouth or Mawhera Maori Reserve 31 being Section 140B Block 25 and being all the land in Certificate of Title Volume 3B Folio 999 (Westland Registry).

EIGHTEENTHLY, all that parcel of land containing more or less 683m² situated in the Borough of Greymouth being part of Greymouth or Mawhera Maori Reserve 31 being Lot 1 on Deposited Plan 286 being part of Section 140B and also Lot 1 on Deposited Plan 330 being part Section 167B Block 25 and being all the land in Certificate of Title Volume 3B Folio 1006 (Westland Registry).

NINETEENTHLY, all that parcel of land containing more or less 531m² situated in the Borough of Greymouth being part of Greymouth or Mawhera Maori Reserve 31 being Section 168C Block 25 and being all the land in Certificate of title Volume 3B Folio 1010 (Westland Registry).

TWENTIETHLY, all that parcel of land containing 658m² situated in the Borough of Greymouth being part of Greymouth or Mawhera Maori Reserve 31 being Section 167A Block 25 and being all the land in Certificate of Title Volume 3B Folio 1005 (Westland Registry).

TWENTY-FIRSTLY, all that parcel of land containing more or less 465m² situated in the Borough of Greymouth being part of Greymouth or Mawhera Maori Reserve 31 and being Lot 2 on Deposited Plan 330 and being part of Sections 167B and 167C Block 25 and being all the land in Certificate of Title Volume 3B Folio 1007 (Westland Registry).

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TWENTY-SECONDLY, all that parcel of land containing more or less 2934m² situated in the Borough of Greymouth being part of Greymouth or Mawhera Maori Reserve 31 and being more or less Section 169 Block 25 and being all the land in Certificate of Title Volume 3B Folio 1013 (Westland Registry).

TWENTY-THIRDLY, all that parcel of land containing more or less 159m² situated in the Borough of Greymouth being Section 385 formerly Arnott Land shown on sheet 7 of Deplosited Plan 9 and being part Maori Reserve 31 and being all that land in Certificate of Title Volume 1B Folio 905 (Westland Registry).

SUBJECT TO:

1. The implied rights of way (if any) appurtenant to every portion of land in this sub-division.

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SECOND SCHEDULE

Description of land, buildings and other improvements comprising the School premises

The School Premises:

All that part of the Proprietor's land as described in the First Schedule hereto, delineated in red on the annnexed plan of the Proprietor's land, which forms part of this Schedule, TOGETHER WITH all the School buildings and other improvements thereon SAVE AND EXCEPT Blocks E and F more particularly delineated in blue on the annexed plan RESERVING NEVERTHELESS full rights of ingress and egress to and from Block C over the access thereto shaded in yellow on the annexed plan from and to Alexander Street, Greymouth, AND ALSO full rights of access between the said Blocks E and F and of ingress and egress to and from those excepted portions from and to Alexander Street, Greymouth.

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WORKS TO BE CARRIED OUT BY THE PROPRIETOR IN RELATION TO THE INTEGRATED SCHOOL

These works are to be planned, executed and paid for by the proprietor subject to the provisions of this schedule in relation to the buildings and associated facilities to bring them up to the

the specifications for such particular works and the proprietor shall obtain his approval to the contractor and to the price before commencing such works. All work is to be carried out by tradesmen In those cases where the words "half cost to be met by Department" appear in relation to particular works, the property supervisor of the Regional Office of the Department of Education shall draw up or in a workmanlike manner to the Department of Education standards.

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OF WORK TO BE COMPLETED BY.		31.3.86		>	4	×		* >	×	××		×	××		×	,
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ED PHASING		31.3.84									•					;
AGREED		23.5.83								re Fe				×		
	SITE	Hard surface areas	the quadrangle area west of Block A with	Fencing	Secure and paint all corrugated iron on the west	BLOCK A Exterior	Repaint all previously painted areas including	Refix aluminium roof and flashings Replace window quards	Restore exterior fixed seating	Remove loose concrete on NW corners and intermedia columns W wall. Descale evaced	and replaster to protect further corrosion	Replace missing or damaged base vents	Unblock stormwater drain	Repair spouting and downpipes and remove unused downpipe	Interior Area 1	Resurface floor and mark out for games

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	2 AGREED	ED PHASING	OF WORK TO	BE	COMPLETED BY	
	23.5.83	31.3.84	31.3.85	31.3.86	31.3.87	31 3 001
BLOCK A INTERIOR Area 1 (Contd) Repair damaged ceiling Repaint ceiling Repair walls Repaint walls				j		}
		×		× × ×		
Area 4 Recase zip water heater				×		
Resurface bench top Restore kitchen unit doors and hardware Resurface floor Make good cupboard returns near electric store		- Warten		×××		-21
		× ×		× ×		'
Area 7 Replace door lock Secure wash hand basin Replace coat hooks		××		*		
				× × >		
A Area 8 Repair door and hardware Repair walls and redecorate		×		< ;	·	
Area 10 Make good door trim		·		× ×		
Repurface floor Repuir louvre control		×		: × ×		
The second secon						

	AGREED	ED PHASING	OF WORK TO	O BE COMPLETED	THED BY	-
BLOCK A (Continued)	23.5.83	31 3 04	,		1	
Structural		0.7.4	31.3.85	31.3.86	31.3.87	31.3.88
Upgrade lateral resistance to MWD standards	-					
Electrical				×		
Label all fuses and identify circuits in switchboard in area 1						
Repair damaged electrical switch and power outlet		×				
Protect cable to plug socket in northwest corner of	×		_			
lex on pendant light fitting at north end		×				
Repair electrical switch control in area 7	-	×				
	×					
Replace broken coverplate on double plug socket	×					
Area 13 Replace light switch						_
	×				,	-2
Install emergency lighting	>	•	-			5-
Fire Protection	 -					
				<u> </u>	-	
Upgrade linings to MWD standards						
				×		
which remain illuminated in the event of power						
	×	• • ,		· · · · · · · · · · · · · · · · · · ·	•	
Fire Equipment Provide two hose reels with 25m of 12mm hose pipe located to give full coverage of the hall			-			
ent t	>	×				
	 -	·				
Provide a 3.5kg CO ² extinguisher and instructional		×				
	-		-			

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	AGREED	D PHASING	OF WORK TO	BE COMPLETED	TED BY	
BLOCK B Exterior	23.5.83	31.3.84	31.3.85	31.3.86	31.3.87	31.3.88.
Replace defective brickwork on south elevation and replace fractured concrete sills over this brickwork Refix loose sheets of roofing iron Reseal exterior joinery north and west elevations on first floor		×		×		
Replace damaged and missing base vents Repaint exterior including roof Replace crushed downpipes and protect first 2m length Repoint brickwork joints in NW corner Repair door hinges and cabin hooks at area 41		× ×		× × ×		
ing				× ×		
Area 15 Redecorate Clean carpet				××		-26-
Areas 18 and 19 Resurface floor Repaint damaged columns and beams		×		×		
Area 20 Redecorate and stop plaster				×		
Area 21 Redecorate	····	·	•	×		
Area 22 Restop plasterwork				× ;		
Resurface floor	· • · · · · · · · · · · · · · · · · · ·		<u>.</u>	< ×		
Area 25 Resurface fixed bench tops Redecorate				××		,
Restore window operating gear	<u> </u>	×		×		
Area 26 Strip paper and redecorate				>		
				4	•	

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	AGREED	ND PHASING	OF WORK	ATT OWNER OF	יצים לוייוווי	
BLOCK B					- 1	
Interior (Contd)	23.5.83	31.3.84	31.3.85	31.3.86	31.3.87	31 3 88
Areas 27 and 28 Redecorate						200
Area 30 Fix escutcheon plate to door lock				×		
rdware		×				
Replace chalkboard		×		×		
e glass ice floor		×		×		
Repair Cupboard door				×		
Area 33 Redecorate				×		
Resurface floor Replace chalkboard				××		-2'
Area 34 Repair door hinges to all doors				×	,	7-
corate		•		×		
Area 35 Replace door hardware Redecorate		>		×		·
Ease door Resurface floor	· · · · · · · · · · · · · · · · · · ·	< ×		×		
Areas 36 and 39 Redecorate Resurface floor				×		
Area 37		······································		××	·	
Redecorate Resurface floor		×				
Area 38		·		: ×	*	
Tix threshhold bar over linoleum by door		×		×		
Replace chalkboard Revarnish woodwork				×		
				×		

0	AGREED	ID PHASING	OF WORK TO	O BE COMPLETED	ናባዌርን RV	
BLOCK B Interior (Contd)	23.5.83	31.3.84	31.3.85	31.3.86		31 2 00
Area 61 Clean carpet					•	?
Area 62 Replace glass Redecorate		××				
Area 63 Redecorate Replace chalkboard						
Area 64 Redecorate Resurface fixed wall benches Replace electric range Restore door to cleaners cupboard				× ×××		
Area 65 Redecorate Resurface floor				××		-28-
Area 66 Redecorate Resurface floor Replace chalkboard Secure floor hinge plate				× ×××		
Area 67 Seal window sill Replace rotten wall panelling Redecorate		× ××				
Resurface floor Areas 68 and 69 Redecorate				××		
Structural OUPgrade lateral resistance to MWD standards (1960 portion)	····			×	· · · · · · · · · · · · · · · · · · ·	
Check for presence of adequate veneer ties and upgrade to MWD standards if required (1954 portion)			-18	× ;		
Mechanical Upgrade heating to state school standards in areas 16, 23, 26, 32, 33, 35, 37, 60, 63, 64, 66 and 67			***************************************	× ×		- The Acad Million

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BLOCK B		- i		OMPLETED	ETED BY	
Mechanical (Contd)	23.5.83	31.3.84	31.3.85	31.3.86	31.3.87	31 2 00
Replace missing heating control knob for constor heater in area 37						00.5.40
d identify circuits is state school standa		×		×		
additional w				×		
e a local switchboard and CBEL unit in area 2 portable heater in area 26				××		
	· · · · · · · · · · · · · · · · · · ·	×				
Provide exit sign to egress door from area 18 and replace dead lock with a latch to allow egress without the use of a key						
n of 12mm hos	×	-				auru 29 aaur
arm		×				
			·			
	×					
Replace door to area 22 with a smoke stop type and remove storage from area linked to the stair	, , , , , , , , , , , , , , , , , , ,	 	<u> </u>			
) } }	×					,
so that egress can be gained without the use of a			_			
Carry out service to 2kg extinguisher, mount on a	×				******	
A Area 28	×					
Provide fire alarm call point and bell opposite area 30 Provide a hose reel with 25m of 12mm hose pipe	×					
Remove tumbler switch labelled fire	*	×				
						

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••	31.3.88	×			3	1-				<u></u>
BE COMPLETED BY:	31.3.87									
	31.3.86			×				×	,	××
ING OF WORK TO	31.3.85									
AG. ZD PHASING	31.3.84	× ;	× .		××		****	< × ×	×	××
9 A(23.5.83	0	×	×		×			***************************************	
JOHN PAUL II HIGH SCHOOL, GREYL JUTH	BLOCK C (Contd) Interior	Restore door hardware in area 59 Repaint (half cost to be met by Department) in area 59 Secure wash hand basin in area 59	nently sa 59 lonal w	Repair broken panel heater on north west wall and fix back on to wall	Area 59 Install a 9 litre gas/water extinguisher mounted on wall brackets and provide marker plate Upgrade internal linings to MWD standards Provide alternative egress using a window and provide	exic sign Grock a	Exterior Repaint including roof Clear spouting, downpipes and repair Repair concrete and provide toby box Remove rusted components on fire escape and repaint Repair stormwater drainpipe under area 49 Paint unpainted section of roof	Reconnect laboratory waste pipes from area 55 to drainage system Remove and replace asbestos section of roof Replace present incinerator	Interior Area 54 Replace coat hooks Repaint	Area 58 Redecorate Redecorate Replace light shades Repair damaged sections of floorings

JOHN PAUL II HIGH SCHOOL, GREYN, JTH	10 A	AGhdD PHAS	PHASING OF WORK	TO BE	COMPLETED BY	;
BLOCK D Interior (Contd)	23.5.83	31.3.84	31.3.85	31.3.86	31.3.87	31.3.88
)		
keplace chalkboard Area 55				××		
Replace glass Redecorate		×				
Resurface floor and fixed benches Restore cupboard doors				××		
Remove gas tap in fume cupboard Fix safety glass to fume cupboard Repair taps and wastes				× × ×		
Area 52 Redecorate		-		×		9440
Resurface floor Remove and replace borer infested cupboards and fumigate match lining				××		·32 -
				×		
Replace grass Replace carpet Replace chalkhoard		×		×		
3, 50, 49 and 47				×		
kedecorate all areas and also revarnish in area 47				×		
Area 48 Redecorate Resurface floor				× >		
Area 45	-			<		
Replace chalkboard Redecorate				×		
		×		×		
				×		
Kepair stair nosings Redecorate		×				
a 42				×		
Regair plaster and redecorate				××		
The second secon						٠

JOHN PAUL II HIGH SCHOOL, GREYN, JTH

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JOHN PAUL II HIGH SCHOOL, GREYI JTH	11 A(AGE ID PHASING	OF	WORK TO BE CO	COMPLETED BY	
BLOCK D Interior (Contd)	23.5.83	31.3.84	31.3.85	98.		31.3.88
Area 43 Replace missing coat hooks Redecorate Fit door closer and repair architrave				××		1
oard doors		×		××		
Area 40 Repair ceiling Redecorate Repair cupboard doors Resurface floor				* **		
Structural Upgrade structure of fire escape to NWD standards in areas 40-49 (1960 portion) Even up floors to MWD standards in areas 50-58				××		-33-
10				×		
Electrical Area 47 Switchboard Label all fuses and identify circuits				∢ ;		
Area 58 Replace switchboard	<u> </u>			× >		
Area 47 Replace wiring to bell		>	·	∢	,	
Area 49 Connect electric clock permanently to fixed wiring		« ×				
Area 53 Replace light flex		×				
Areas 51 and 58 Wagrade lighting to state school standards				×		

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BLOCK D Electrical (Contd)	23.5.83	31.3.84	31.3.85	31.3.86	31.3.87	31.3.88
Areas 40, 41, 45, 48 and 51 Provide additional wall mounted socket outlets to state school standards				,	-	
Area 55 Provide local switchboard and CBEL unit Relocate plug socket in sink Permanently wire fume cupboard fan	* *	×	·	*		
Areas 56 and 58 Install under Voltage release on switchboard for all woodworking machines	!	×				
Fire Protection Area 42 Install a fire alarm call point and bell and remove existing bell	×					
Area 44 Upgrade FRR of stairway, fire partitions and doors to half hour rating	>					-34-
Area 47 Install a 25m x 12mm hose reel adjacent to area 45	∢	×	-			<u></u>
Areas 51 and 55 Provide alternative means of egress with a door giving egress without the use of keys and provide exit signs from area 55	×					
Area 54 Provide a 25m x 12mm hose reel adjacent to area 58 Install a fire alarm call point and bell adjacent to area 52	×	×				·
Area 55 Service 2kg CO ² extinguisher and provide marker plate	×					
ive means of egress with a door without the use of keys extinguisher, provide label and	×					
ned manual sounder unit	×	×				
	-					

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COMPLETED I	31.3.87								
TO BE	31.3.86		×	* * *	××	* * *	××		××
ING OF WORK	31.3.85							- · · · · · · · · · · · · · · · · · · ·	
AGKLID PHASING	31.3.84	×	¹ ×						
·	23.5.83								
JOHN PAUL II HIGH SCHOOL, GREY JUTH	BLOCK D (Contd) Fire Protection General	Replace all linings with fire resistant material with resistance of either 9mm plasterboard or fibrous plaster Provide a ½ hour FRR partition along the line of the partition separating area 55 from areas 52 and 53. The partition should extend through the roof height and a smoke stop door provided in area 52 in line with the partition	Replace existing incinerator and resite to a more convenient location BLOCK H	Repair barge boards Replace broken glass Replace steel screws in cooper louvres with non- rusting type	Interior Area 1 Replace or recondition zip water heater Paint (half cost to be met by Education Dept.)	ss bartm nd ba met	Area 3 Install lights in toilets Replace broken seat	Areas 4, 9, 10, 11, 13, 14, 15 and 16 Paint (half cost to be met by Education Dept.) Areas 5 and 6	Replace floor covering Install light in toilet Raint (half cost to be met by Education Dept.)

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BLOCK H Interior (Contd)	23.5.83	31.3.84	31.3.85	31.3.86	31.3.87	31.
Area 7 Install light in toilet	***		··········			
Replace broken louvre blade Paint (half cost to be met by Education Dept.)				× ×		
Area 8 Install additional light Paint (half cost to be met by Education Dept.)		·		×		
Areas 11, 15 and 16 Repair floor covering				·		
Area 15 Replace curtains				×		
Structural Upgrade lateral resistance to MWD standards				×		
				×		
Upgrade heating system to maximum efficiency Connect heater in area 14 to a permanently connected outlet				×		
Electrical Area 1 Renew flex on rangetts				×		
Areas 10 and 14 Provide an additional wall mounted socket outlet in	×					
				×	, ,,,	
Fire Protection Provide a fire hose reel with 25m of 12mm tubing within corridor area 11 near to area 15		×		*		
		7				
Replace South Solitte Replace Outside seating				××		
2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2				×		

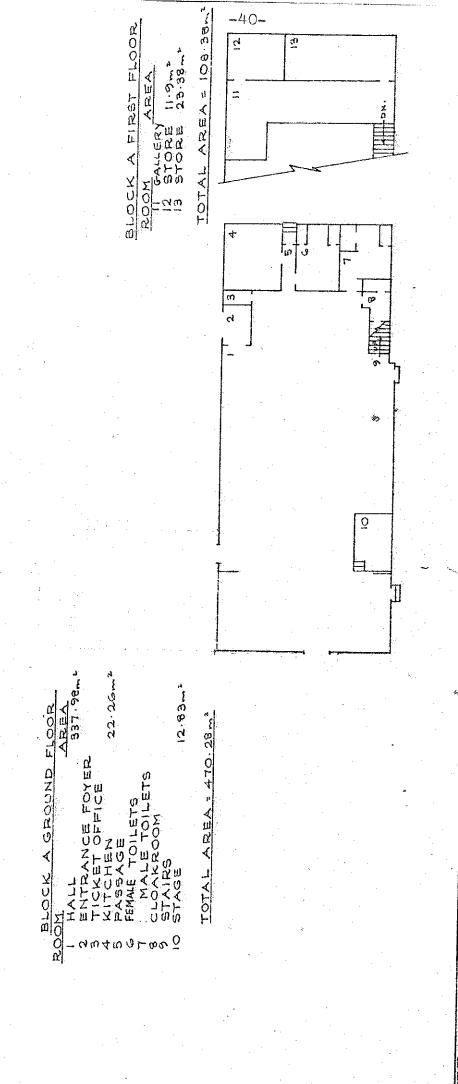
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BY:	31.3.88							-0/				,
COMPLETED BY	31.3.87										77.0	
TO BE	31.3.86	×			×	×	×	×	×			
ING OF WORK	31.3.85											
AGE. ID PHASING	31.3.84		Å	×						×		
15 AG	23.5.83								×			
JOHN PAUL II HIGH SCHOOL, GREYN. TH	BLOCK W Exterior (Contd)	Paint Interior	Areas 55 and 56 Repair floor coverings	Areas 55, 56, 57, 59 and 60 Paint	Area 57 Replace present chalkboard with larger model, provide display board to Education Dept. requirements and replace curtains	Mechanical Area 57 Upgrade heating to state school standards	state school	al wall mounted s standards	Fire Protection Means of Egress Clear equipment away from alternative egress door in area 57 and replace lock with a type that can be opened from the inside without the use of keys	Fire Equipment Area 60 Provide a hose reel with 25m of 12mm tubing	1 a m	h

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23.5.83	31.3.84	31.3.85	31.3.86	31.3.87	31.3.88
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	<pre>by Sm2</pre>	19m ² 19m ²	19m ² x x x x x x x x x
ibs tor boys tollets;	9m ²))f 4.5m ²) of 7m ²)	19m ² i.ce of 11m ² office of 11m ² office of 11m ² x x x x x x x x x	ding Requirements (Contd) tore of 19m ² store of 19m ² store of 19m ² hanging block of 40m ² cipal's office of 19m ² ol office of 19m ² ty principal's office of 11m ² ty principal's office of 11m ² ty principal's office of 11m ² it matter/mistress office of 11m ² froom of 56m ² f kitchen of 7m ² alty room of 9m ² f rest room of 9m ² trest room of 9m ² trest room of 19m ² trest room of 7m ² t
and shower unit for female staff toilets) 1 WHB for girls toilets) x		$19m^2$)) ice of $11m^2$) office of $11m^2$)	tore of $19m^2$) store of $19m^2$) hanging block of $40m^2$) cipal's office of $19m^2$) ty principal's office of $11m^2$) or master/mistress office of $11m^2$) froom of $56m^2$,



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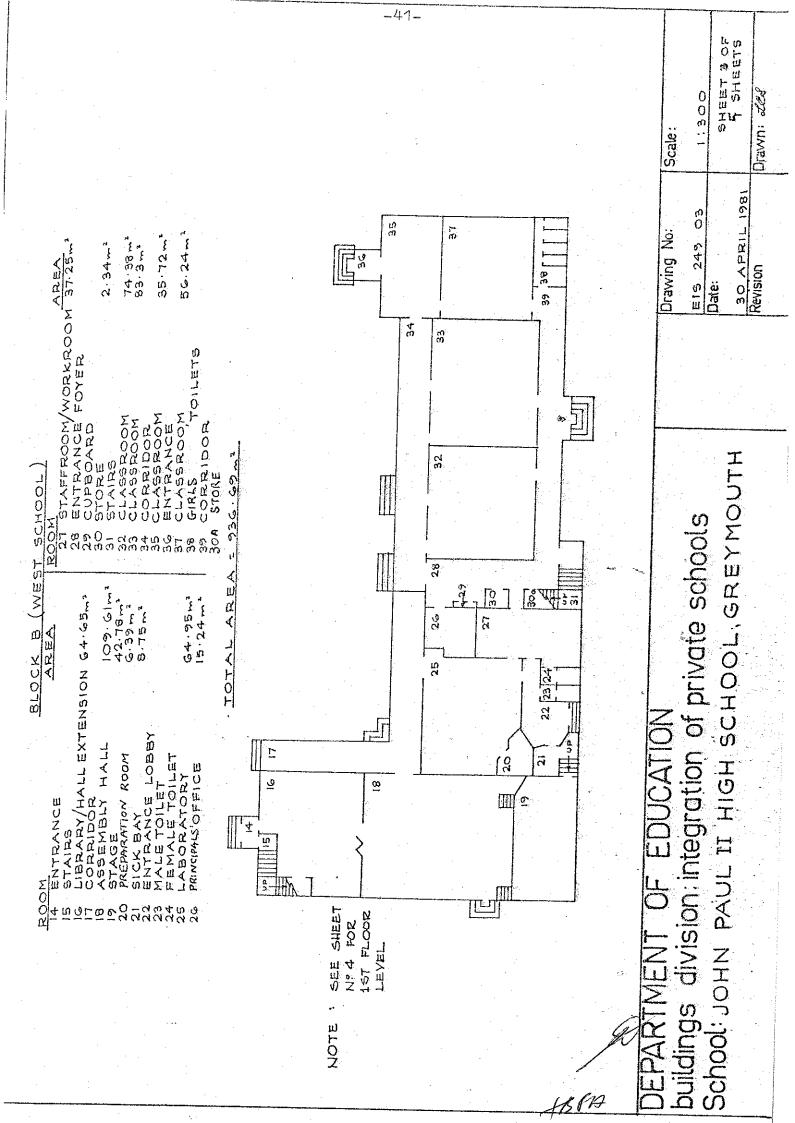
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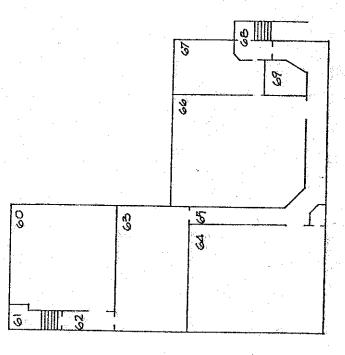
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