

THIS DEED OF AGREEMENT is made on the 21 day of June  
One thousand nine hundred and eighty-eight ( 1988 ) BETWEEN  
THE ROMAN CATHOLIC BISHOP OF THE DIOCESE OF DUNEDIN 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 is the owner of Kavanagh College, Dunedin  
(hereinafter referred to as "the School").
- B The School is a Roman Catholic Form I-VII School for boys and  
girls offering Education with a Special Character.
- C The School will be established in 1989 by the amalgamation of  
Moreau College and St Paul's High School, and the transfer of  
Form One (I) and Form Two (II) pupils from the Catholic Primary  
Schools of Dunedin. These amalgamating schools have been staffed  
in part by several Roman Catholic Religious Orders of Women known  
as the Dominican Sisters, The Sisters of Mercy, and the Sisters of  
the Presentation of the Blessed Virgin Mary, and the Roman Catholic  
Religious Order of Men known as The Christian Brothers. The said  
Orders will continue to offer staff to Kavanagh College as 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:

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.


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3. ON behalf of the Proprietor it is hereby agreed that:-

- (a) The Proprietor is the owner 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 as owner 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 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.

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- (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 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 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.
- (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 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

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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.

5. 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 Dunedin for the Roman Catholic community of the Diocese of Dunedin 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 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 Dunedin.

6. 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 on him by the Private Schools Conditional Integration Act 1975, if in the opinion of the Proprietor the

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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.

7. (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 Otago Education District.
  - (ii) One (1) member elected by the teachers of the School PROVIDED HOWEVER that no member so elected may be appointed as 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.
- (b) 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 Schools 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.

8. MOREAU College and St Paul's High School had a combined roll of six hundred and twenty two (622) pupils in Forms III to VII and the Catholic primary schools of the city of Dunedin had a combined roll of two hundred and sixty three (263) pupils in Forms I and II as at the 1st day of March 1988, being the year when the roll figures were last compiled. The predicted combined roll for the 1989 school year is eight hundred and thirty six (836) pupils. It is agreed by and between the parties hereto that the maximum roll of the school shall be eight hundred and seventy (870) pupils.

  
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9. 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.

10. (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.

(b) In accordance with Section 7 (6) (h) of the Private Schools 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 forty four (44) 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.

(c) 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.

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

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12. 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.


13. 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.

14. AN advertisement for the position of Principal of the School shall in accordance with Section 65 (1) (a) of the Private Schools Conditional 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.

15. 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 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.

16. 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.

17. THE guaranteed Minimum Formula staffing entitlement of the School for the 1989 school year based on the predicted roll of eight hundred and thirty-six (836) pupils will be forty-three decimal eight one (43.81) positions

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(excluding the Principal and the Director of Religious Studies) of which there shall be eighteen (18) 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 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 eighteen (18) is to forty-three decimal eight one (43.81) as hereinbefore provided.


18. 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.

19. 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.

20. 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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21. THE Proprietor of the School shall have the right to enter into an 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.
22. 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 responsibility for the maintenance of such a house property and shall be entitled to receive the rent therefrom.
23. 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.
24. THE proprietor agrees to maintain to reasonable standard Blocks F, G, H, I and S more particularly described on Plans C and D annexed to the Second Schedule hereto. The controlling authority will meet the running or operating costs associated with the use of the facilities in particular the power supply, sewerage, drainage and cleaning costs except in respect of the buildings known as the Stella Maris and St Agnes buildings, the laundry, oil store and garage, the building in which the swimming pool is housed and land immediately surrounding the same.
25. THE Minister agrees to maintain Blocks A, B, C, D, J, K, L, M, N, O and P on the McBride Street Site previously known as Moreau College while these buildings are still being used for the integrated school but not exceeding two (2) years and only to the minimum standard to protect health and safety of the pupils and staff.

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26. THE whole of the McBride Street site as shown on Plans C and D will cease to be part of the integrated premises at the end of two (2) years from the date of this agreement.

27. IT IS acknowledged by and between the parties hereto pursuant to Clause 23 that certain services and facilities on and serving the Proprietor's land and buildings 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 the sewerage and drainage systems are used in common and the costs of maintaining such services and facilities shall be apportioned as provided in Clause 23 hereof. Where the services and 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.

28. THE School is a Secondary School for Boys and Girls from Form One (1) to Form Seven (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.

29. 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.

30. THE Minister shall be responsible only for the normal maintenance of the retaining walls on the School premises and all other expenditure in respect of the retaining walls on the School premises shall be the responsibility of the Proprietor.

31. AS at the effective date of integration, Robin Hood Park is made available to the School by the Dunedin City Council for the purposes of sports and physical education and it is hereby agreed by and between the parties hereto that should Robin Hood Park cease to be available to the School, the Minister will not be responsible for the provision of grass playing fields and tennis courts.

32. THE Minister shall subject to Clause 3 (d) and (e) and Clause 24 and 25 of this Deed of Agreement after the effective date hereof maintain the School premises and the associated facilities in a state of repair order

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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 supplied from time to time to comparable State Schools.

33. THE effective date of this Deed of Agreement shall be the 30th day of January 1989.

34. 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. The School shall open for the instruction of pupils on a date to be agreed by the Proprietor and the Director General of Education.

35. WHILE Moreau College and St Paul's High School remain open the Board of Governors of Kavanagh College shall take only those actions necessary for the appointment of staff at Kavanagh College Dunedin and for the establishment of educational and administrative systems so that the School can enrol pupils and provide education to students in 1989. The Board of Governors will not purport to make any decision which affects the day to day operation of Moreau College and St Paul's High School while those schools remain open.

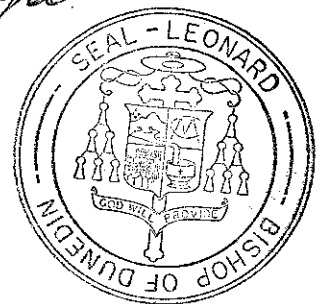
36. IN WITNESS WHEREOF these presents have been executed the day and year first hereinbefore written.

L.A.B. 

SIGNED by LEONARD ANTHONY BOYLE )  
The Roman Catholic Bishop of the )  
DIOCESE of DUNEDIN a Corporation )  
Sole, and Sealed with his Seal of )  
Office in the presence of : )

*G. A. Hanning,*  
*32 Brenner Rd.,*  
*Fairfield, Otago.*

*L. A. Boyle*



SIGNED FOR AND ON BEHALF OF HER )  
MAJESTY THE QUEEN by DAVID RUSSELL )  
LANGE Minister of Education in )  
the presence of: )

*A. Boyd*  
*6 Fern Court Rd*  
*Dunedin St*

*David Russell*

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 (RATTRAY STREET SITE)

All that land, school buildings and other improvements owned by the Roman Catholic Bishop of the Diocese of Dunedin, situated in Rattray Street, Dunedin, New Zealand, being known as Kavanagh College, Dunedin, and being more particularly described as follows, and delineated in green on the plan forming part of the Second Schedule hereto.

FIRSTLY All that freehold parcel of land containing 89 square metres more or less situated in the City of Dunedin being Part Section 1 Block XIII TOWN OF DUNEDIN and being all that land in Certificate of Title Volume 8D Folio 477 (Otago Registry) LIMITED AS TO PARCELS

SECONDLY All that freehold parcel of land containing 273 square metres more or less situated in the City of Dunedin being part Section 1 Block XIII TOWN OF DUNEDIN the said parcel of land being more particularly shown on Deposited Plan 2854 and being all that land in Certificate of Title Volume 8D Folio 478 (Otago Registry)

THIRDLY All that freehold parcel of land containing 248 square metres more or less situated in the City of Dunedin being Lot 5 Deposited Plan 2962 and being Part Section 2 Block XIII TOWN OF DUNEDIN and being all that land in Certificate of Title Volume 8D Folio 479 (Otago Registry)

FOURTHLY All that freehold parcel of land containing 239 square metres more or less situated in the City of Dunedin being Lot 5 Deposited Plan 2962 and being part Sections 2 and 3 Block XIII TOWN OF DUNEDIN and being all that land in Certificate of Title Volume 8D Folio 480 (Otago Registry).

SUBJECT TO Drainage rights over part appurtenant to

- (a) Lots 2 and 3 D.P. 2962 shown as a dotted blue line on D.P. 2962 created by Transfer 75348
- (b) Lot 1 D.P. 2962 created by Transfer 75379 shown by a dotted blue line on D.P. 2962

APPURTENANT is a drainage right over Lots 6 and 7 D.P. 2962 shown as a dotted blue line on D.P. 2962 created by Transfer 75379.

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FIFTHLY All that freehold parcel of land containing 289 square metres more or less situated in the City of Dunedin Being Lot 1 and part Lot 2 Deposited Plan 2962 and being part Section 3 Block XIII TOWN OF DUNEDIN and being all that land in Certificate of Title Volume 8D Folio 481 (Otago Registry)

Appurtenant to:

1. Lot 1 is a right to drain through the other part of Lot 2 and Lot 3 D.P. 2962 shown by a dotted blue line on D.P. 2962 created by Transfer 75348
2. Part Lot 2 D.P. 2962 is a drainage right over Lots 4, 6 and 7 D.P. 2962 shown as a dotted blue line on D.P. 2962 created by Transfer 75348.
3. Lot 1 D.P. 2962 is a drainage right over Lots 2, 3, 4, 6 and 7 D.P. 2962 created by Transfer 75468.

SIXTHLY All that freehold parcel of land containing 371 square metres more or less situated in the City of Dunedin being part Section 20 Block XIII TOWN OF DUNEDIN the said parcel of land being more particularly defined on Deposited Plan 1284 and being all that land in Certificate of Title Volume 8D Folio 482 (Otago Registry)

SEVENTHLY All that freehold parcel of land containing 506 square metres more or less situated in the City of Dunedin being part Section 20 Block XIII TOWN OF DUNEDIN and being all that land in Certificate of Title Volume 8D Folio 483. (Otago Registry).

EIGHTHLY All that freehold parcel of land containing 532 square metres more or less situated in the City of Dunedin being Lot 3 Deposited Plan 2885 and being part Sections 5 and 19 Block XIII TOWN OF DUNEDIN and further seised of an estate in fee simple in one undivided moiety as tenant in common in all that parcel of land containing 42 square metres more or less being Lot 2 Deposited Plan 2885 and being part Section 19 Block XIII TOWN OF DUNEDIN and being all that land in Certificate of Title Volume 8D Folio 484 (Otago Registry).

NINTHLY All that freehold parcel of land containing 613 square metres more or less situated in the City of Dunedin being Lot 1 Deposited Plan 2885 and being part Sections 5 and 19 Block XIII TOWN OF DUNEDIN and is further seised of an estate in fee simple in one undivided moiety as tenant in common in all the parcel of land containing 42 square metres more or less being Lot 2 Deposited Plan 2885 and being part Section 19 Block XIII TOWN OF DUNEDIN and being all that land in Certificate of Title Volume 8D Folio 485 (Otago Registry).

TENTHLY All that freehold parcel of land containing 1012 square metres more or less situate in the City of Dunedin being Section 18 Block XIII TOWN OF DUNEDIN and being all that land in Certificate of Title Volume 8B Folio 625 (Otago Registry).

ELEVENTHLY All that freehold parcel of land containing 6070 square metres more or less situate in the City of Dunedin, being Sections, 7, 8, 14, 15, 16 and 17 Block XIII TOWN OF DUNEDIN and being all that land in Certificate of Title Volume B2 Folio 558 (Otago Registry). LIMITED AS TO PARCELS

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TWELFTHLY All that freehold parcel of land containing 457 square metres more or less situated in the City of Dunedin being Lot 1 Deposited Plan 18416 and being Part Section 11 Block XIII TOWN OF DUNEDIN and being all that land in Certificate of Title Volume 9B Folio 546

THIRTEENTHLY All that freehold parcel of land containing 2023 square metres more or less situate in the City of Dunedin being Sections 9 and 10 Block XIII TOWN OF DUNEDIN and being all that land in Certificate of Title Volume B2 Folio 559 (Otago Registry). LIMITED AS TO PARCELS

FOURTEENTHLY All that freehold parcel of land containing 506 square metres more or less situate in the City of Dunedin being Part Section 6, Block XIII TOWN OF DUNEDIN and being all that land in Certificate of Title Volume 8B Folio 161 (Otago Registry).

FIFTEENTHLY All that freehold parcel of land containing 510 square metres more or less situate in the City of Dunedin being Part Section 6, Block XIII TOWN OF DUNEDIN and being all that land in Certificate of Title Volume 8D Folio 506 (Otago Registry). LIMITED AS TO PARCELS.

SIXTEENTHLY All that freehold parcel of land containing 426 square metres more or less situated in the City of Dunedin being part Section 5 Block XIII TOWN OF DUNEDIN and being all that land in Certificate of Title Volume 8D Folio 486 (Otago Registry).

SEVENTEENTHLY All that freehold parcel of land containing 426 square metres more or less situated in the City of Dunedin being part Section 5 Block XIII TOWN OF DUNEDIN and being all the land in Certificate of Title Volume 8D Folio 487 (Otago Registry).

EIGHTEENTHLY All that freehold parcel of land containing 506 square metres more or less situated in the City of Dunedin being part Section 4 Block XIII TOWN OF DUNEDIN and being all the land in Certificate of Title Volume 8D Folio 488 (Otago Registry).

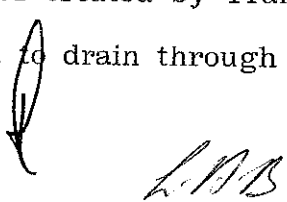
NINETEENTHLY All that freehold parcel of land containing 649 square metres more or less situated in the City of Dunedin and being Part Sections 4 and 20 Block XIII TOWN OF DUNEDIN. Several of the boundaries being shown on D.P. 1284 and being all the land in Certificate of Title Volume 8D Folio 489 (Otago Registry).

TWENTIETHLY All that freehold parcel of land containing 381 square metres more or less situated in the City of Dunedin being part Lot 7 Deposited Plan 2962 and being part Section 3 Block XIII TOWN OF DUNEDIN and being all that land in Certificate of Title Volume 8D Folio 490 (Otago Registry).

TWENTYFIRSTLY All that freehold parcel of land containing 378 square metres more or less situated in the City of Dunedin being part Lot 7 Deposited Plan 2962 and being part Sections 2 and 3 Block XIII TOWN OF DUNEDIN and being all that land in Certificate of Title Volume 8D Folio 491 (Otago Registry).

SUBJECT TO a right to drain through the above land appurtenant to Lots 1,2,3,4 and 5 D.P.2962 created by Transfers 75348, 75379,75468 and 75596.

APPURTENANT TO a right to drain through Lot 6 D.P. 2962 created by Transfer 78658.



TWENTYSECONDLY All that freehold parcel of land containing 199 square metres more or less situated in the City of Dunedin being Lot 6 Deposited Plan 2962 and being part Section 2 Block XIII TOWN OF DUNEDIN and being all that land in Certificate of Title Volume 8D Folio 492 (Otago Registry).

SUBJECT TO drainage rights over part shown as a dotted blue line on D.P. 2962 APPURTENANT TO

- (a) Lot 1 D.P. 2962 Certificate of Title 8D/481 created by Transfer 75468
- (b) Part Lot 2 D.P. 2962 Certificate of Title 8D/481 created by Transfer 75348
- (c) Lot 3 and part Lot 2 D.P. 2962 Certificate of Title 209/266 created by Transfer 75348
- (d) Lot 4 D.P. 2962 Certificate of Title 8D/480 created by Transfer 75779.
- (e) Lot 5 D.P. 2962 Certificate of Title 8D/479 created by Transfer 75596
- (f) Part Lot 7 D.P. 2962 Certificate of Title 8D/491 created by Transfer 78658

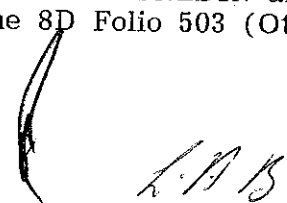
TWENTYTHIRDLY All that freehold parcel of land containing 202 square metres more or less situated in the City of Dunedin being Part Section 1 Block XIII TOWN OF DUNEDIN and being all that land in Certificate of Title Volume 8D Folio 493 (Otago Registry) LIMITED AS TO PARCELS

TWENTYFOURTHLY All that freehold parcel of land containing 96 square metres more or less situated in the City of Dunedin being part Section 1 Block XIII TOWN OF DUNEDIN and being all the land in Certificate of Title Volume 8D Folio 494 (Otago Registry) LIMITED AS TO PARCELS

TWENTYFIFTHLY All that freehold parcel of land containing 111 square metres more or less situated in the City of Dunedin being Part Section 1 Block XIII TOWN OF DUNEDIN and being all the land in Certificate of Title Volume 8D Folio 495 (Otago Registry) LIMITED AS TO PARCELS

TWENTYSIXTHLY All that freehold parcel of land containing 243 square metres more or less being Part Section One (1) Block XIII TOWN OF DUNEDIN and being all the land in Certificate of Title Volume 60 Folio 7, (Otago Registry)

TWENTYSEVENTHLY All that freehold parcel of land containing 524 square metres more or less situated in the City of Dunedin being part Section 38 Block XII TOWN OF DUNEDIN and being all that land in Certificate of Title Volume 8D Folio 503 (Otago Registry) LIMITED AS TO PARCELS



TWENTYEIGHTHLY All that freehold parcel of land containing 524 square metres more or less situated in the City of Dunedin being part Sections 37 and 38 Block XII TOWN OF DUNEDIN and being all that land in Certificate of Title Volume 8D Folio 504 (Otago Registry) LIMITED AS TO PARCELS

TWENTYNINTHLY All that freehold parcel of land containing 195 square metres more or less situated in the City of Dunedin being part Section 49 Block XII TOWN OF DUNEDIN and being all that land in Certificate of Title Volume 8D Folio 820 (Otago Registry) LIMITED AS TO PARCELS

THIRTIETHLY All that freehold parcel of land containing 835 square metres more or less situated in the City of Dunedin being part Section 49 Block XII TOWN OF DUNEDIN and being all that land in Certificate of Title Volume 8D Folio 821 (Otago Registry) LIMITED AS TO PARCELS

THIRTYFIRSTLY All that freehold parcel of land containing 240 square metres more or less situated in the City of Dunedin being part Section 48 Block XII TOWN OF DUNEDIN and being all that land in the Certificate of Title Volume 8D Folio 819 (Otago Registry) LIMITED AS TO PARCELS

THIRTYSECONDLY All that freehold parcel of land containing 442 square metres more or less situated in the City of Dunedin being Allotment Two (2) on Deposited Plan Number 2532 and being parts Sections 39, 40 and 47 Block XII TOWN OF DUNEDIN. Together with a right of way or passage for the owners lessees and occupiers for the time being of that part of the said parcel of land being parts of the said Section 39 and 40 coloured red and marked "Right of Way" on Deposited Plan Number 1252 and partly shown by yellow colour on the said plan and being all that land in the Certificate of Title Volume 190 Folio 167 (Otago Registry)

THIRTYTHIRDLY All that freehold parcel of land containing 636 square metres more or less situated in the City of Dunedin being Allotment Four A (4A) and part of Allotment Four (4) on Deposited Plan Number 1401 and being also parts Sections 40, 41, 46 and 47 Block XII TOWN OF DUNEDIN. Together with a right of way over that part of Sections 39 and 40 shown coloured yellow on plan hereon appurtenant to the Part Section 40 herein and being all that land in the Certificate of Title Volume 194 Folio 260 (Otago Registry)

THIRTYFOURTHLY All that freehold parcel of land containing 11 square metres more or less situated in the City of Dunedin being part of Allotment Four (4) on Deposited Plan Number 1401 and also part Section 47 Block XII TOWN OF DUNEDIN and being all that land in the Certificate of Title Volume 218 Folio 26 (Otago Registry)



L. A. B.

THE PROPRIETOR'S LAND (TEMPORARY SITE - McBRIDE STREET)

All that land, buildings and other improvements owned by the Roman Catholic Bishop of the Diocese of Dunedin situate in McBride Street and also bounding Andersons Bay Road, and Macandrew Road, Dunedin, being known as Kavanagh College, McBride Street Site, Dunedin, New Zealand, formerly known as Moreau College, and being more particularly described as follows and delineated in green on the plans forming part of the Second Schedule hereto.

THIRTYFIFTHLY All that freehold parcel of land containing 318 square metres more or less situate in the City of Dunedin, being Lot 7, Block 1, Deposited Plan 1239 and being part Section 5, Block VII, TOWN DISTRICT, and being all that land in Certificate of Title Volume 8C, Folio 680 (Otago Registry)

THIRTYSIXTHLY All that freehold parcel of land containing 587 square metres more or less situate in the City of Dunedin, being Lot 2, Deposited Plan 1239 and being part Section 5, Block VII, TOWN DISTRICT, and being all that land in Certificate of Title Volume 4B, Folio 490 (Otago Registry)

THIRTYSEVENTHLY All that freehold parcel of land containing 618 square metres more or less situate in the City of Dunedin, being Lots 4 and 5, Block 1, Deposited Plan 17, and being part Section 5, Block VII, TOWN DISTRICT, and being all that land in Certificate of Title Volume 8D, Folio 762 (Otago Registry)

THIRTYEIGHTHLY All that freehold parcel of land containing 1013 square metres more or less situate in the City of Dunedin, being Lot 3, and part Lot 2, Block 1, Deposited Plan 17, and being part Section 5, Block VII, TOWN DISTRICT, and being all that land in Certificate of Title Volume 4B, Folio 483 (Otago Registry)

THIRTYNINTHLY All that freehold parcel of land containing 3694 square metres more or less situate in the City of Dunedin, being part Lots 1, 2, 12, 13 and 14, Block 1, Deposited Plan 17, and being part Section 5, Block VII, TOWN DISTRICT, and the balance of that land in Certificate of Title Volume 4B, Folio 489, (Otago Registry)

FORTIETHLY All that freehold parcel of land containing 118 square metres more or less situate in the City of Dunedin, being part Section III, Block VII, TOWN DISTRICT, and being the balance of that land in Certificate of Title Volume 4B, Folio 293 (Otago Registry)

FORTYFIRSTLY All that freehold parcel of land containing 658 square metres more or less situate in the City of Dunedin, being Lot 4, Block I, Deposited Plan 1239, and being part Section 5, Block VII, TOWN DISTRICT, and being all that land in Certificate of Title Volume 112, Folio 78 (Otago Registry)

*R*  
*L.A.B*

FORTYSECONDLY All that freehold parcel of land containing 253 square metres more or less situate in the City of Dunedin, being Lot 5, Block I, Deposited Plan 1239, and being part Section 5, Block VII, TOWN DISTRICT, and being all that land in Certificate of Title Volume 114 Folio 69 (Otago Registry)

FORTYTHIRDLY All that freehold parcel of land containing 426 square metres more or less situate in the City of Dunedin, being Lot 9, Block I, Deposited Plan 1239, and being part Section 5, Block VII, TOWN DISTRICT, and being all that land in Certificate of Title Volume 114 Folio 73 (Otago Registry)

FORTYFOURTHLY All that freehold parcel of land containing 384 square metres more or less situate in the City of Dunedin being part Lot 8, Block I, Deposited Plan 1239 and being part Section 5, Block VII, TOWN DISTRICT, and being all that land in Certificate of Title Volume 4B (Otago Registry)

FORTYFIFTHLY All that freehold parcel of land containing 363 square metres more or less situate in the City of Dunedin, being part Lots 9 and 10, Block I, Deposited Plan 1239 and being part Section 5, Block VII, TOWN DISTRICT, and being all that land in Certificate of Title Volume 4B Folio 406 (Otago Registry)


FORTYSIXTHLY All that freehold parcel of land containing 288 square metres more or less situate in the City of Dunedin, being Lot 6, Block I, Deposited Plan 1239, and being part Section 5, Block VII, TOWN DISTRICT, and being all that land in Certificate of Title Volume 109, Folio 119 (Otago Registry)

FORTYSEVENTHLY All that freehold parcel of land containing 615 square metres more or less situate in the City of Dunedin, being Lot 3, Block I, Deposited Plan 1239, and being part Section 5, Block VII, TOWN DISTRICT, and being all that land in Certificate of Title Volume 114, Folio 72, (Otago Registry)

FORTYEIGHTHLY All that freehold parcel of land containing 581 square metres more or less situate in the City of Dunedin, being Lot 1, Block I, Deposited Plan 1239, and being part Section 5, Block VII, TOWN DISTRICT, and being the balance of that land in Certificate of Title Volume 344, Folio 94 (Otago Registry)

FORTYNINTHLY All that freehold parcel of land containing 1012 square metres more or less situate in the City of Dunedin, being part Section 96, Block VII, TOWN DISTRICT, and being the balance of that land in Certificate of Title Volume A1, Folio 996 (Otago Registry)

SUBJECT TO Right of way in favour of C.T. 344/94

 L.A.B.

FIFTIETHLY All that freehold parcel of land containing 1042 square metres more or less situate in the City of Dunedin, being Lots 85, 86, 87 and 88, Deposited Plan 367 and being part Section 6, Block VII, TOWN DISTRICT, and being all that land in Certificate of Title Volume B1, Folio 194 (Otago Registry)

FIFTYFIRSTLY All that freehold parcel of land containing 1351 square metres more or less situate in the City of Dunedin, being Lots 89, 90 and 91, Deposited Plan 367 and being part Section 6, Block VII, TOWN DISTRICT, and being all that land in Certificate of Title Volume B1, Folio 193 (Otago Registry)

FIFTYSECONDLY All that freehold parcel of land containing 543 square metres more or less situate in the City of Dunedin, being Section 114, Block VII, TOWN DISTRICT, and being all that land in Certificate of Title Volume 5B, Folio 1325 (Otago Registry)

FIFTYTHIRDLY All that freehold parcel of land containing 971 square metres more or less situate in the City of Dunedin, being Lots 73, 74, 75 and 76, Deposited Plan 367 and being part Section 6, Block VII, TOWN DISTRICT, and being all that land in Certificate of Title Volume 331, Folio 13 (Otago Registry)

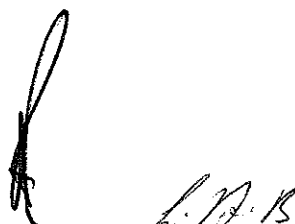
FIFTYFOURTHLY All that freehold parcel of land containing 789 square metres more or less situate in the City of Dunedin, being Lots 69, 70, 71 and 72, Deposited Plan 367, and being part Section 6, Block VII, TOWN DISTRICT, and being all that land in Certificate of Title Volume 331, Folio 12 (Otago Registry)

FIFTYFIFTHLY All that freehold parcel of land containing 2200 square metres more or less situate in the City of Dunedin being Lots 1, 2 and 3, Deposited Plan 3429 and Lots 52, 53, 54, 55, 56 and 57, Deposited Plan 367 and being part Section 6, Block VII, TOWN DISTRICT, and being all that land in Certificate of Title Volume 3B, Folio 1071 (Otago Registry)

There is a debt owing by the Proprietor to the Dunedin Diocesan Development Fund.

There is a debt owing by the Proprietor to the Dunedin Catholic Education Trust Board (Inc.)

Some of the properties are mortgaged to the Housing Corporation.

A handwritten signature, possibly 'L.D.B.', is written in ink at the bottom center of the page.

SECOND SCHEDULE

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

THE SCHOOL PREMISES (RATTRAY STREET SITE)

All that part of the Proprietor's land as described in the First Schedule hereto which is delineated in red on the annexed site plan of the Proprietor's land, which plan forms part of this Schedule, TOGETHER WITH all the School Buildings and other improvements thereon SAVE AND EXCEPT those houses in Rattray Street numbered 333, 337, 341, 353, 355 and those houses in Elm Row numbered 90 and 92 and the land immediately surrounding same more or less particularly outlined in blue on the annexed plans RESERVING NEVERTHELESS in favour of those excepted portions of full rights of access inter se and of ingress and egress to and from Rattray Street and Elm Row, Dunedin.

THE SCHOOL PREMISES (TEMPORARY SITE - McBRIDE STREET)

All that part of the Proprietor's land as described in the First Schedule hereto, delineated in red on the annexed plans of the Proprietor's land, which form part of this Schedule, TOGETHER WITH all the School buildings and other improvements thereon SAVE AND EXCEPT the buildings known as the Stella Maris and St Agnes Building, the laundry, oil store and garage and the land immediately surrounding the same more particularly outlined in blue on the annexed plans RESERVING NEVERTHELESS in favour of those excepted portions and that part of the Proprietor's land which is not part of the integrated area full rights of access inter se and of ingress and egress to and from those excepted portions over the access thereto shaded in yellow on the annexed plans from and to McBride Street.

R

L.D.B

# KAVANAGH COLLEGE DUNEDIN

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

### THIRD SCHEDULE

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 minimum standard for a comparable state school.

All work is to be carried out by tradesmen or in a workmanlike manner to the Department of Education standards.

### AGREED PHASING OF WORKS TO BE COMPLETED BY

DESCRIPTION OF WORK	1.2.89	31.3.90	31.3.91	31.3.92	31.3.93	31.3.94	31.3.95
<p><i>LAB</i></p> <p>Provide from existing facilities of St Paul's High School or by new construction or remodelling the following:</p> <p>LECTURE THEATRE 74 m<sup>2</sup></p> <p>AV Technician's Room 17 m<sup>2</sup></p> <p>AV Store 14 m<sup>2</sup></p> <p>SEMINAR ROOM 47 m<sup>2</sup></p> <p>SENIOR SCIENCE ROOM 84 m<sup>2</sup></p> <p>Senior Science Preparation Room 14 m<sup>2</sup></p> <p>SENIOR CHEMISTRY LAB 84 m<sup>2</sup></p> <p>Chemistry Preparation Room 14 m<sup>2</sup></p> <p>SENIOR BIOLOGY LAB 84 m<sup>2</sup></p> <p>Biology Preparation Room 14 m<sup>2</sup></p> <p>GENERAL SCIENCE LAB 81 m<sup>2</sup></p> <p>General Science Preparation Room 14 m<sup>2</sup></p> <p>Technician's Room 17 m<sup>2</sup></p>	<p>x</p> <p>x</p> <p>x</p> <p>x</p> <p>x</p> <p>x</p> <p>x</p> <p>x</p> <p>x</p> <p>x</p> <p>x</p> <p>x</p> <p>x</p> <p><i>LAB</i></p>				<p>x</p> <p>x</p>		

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DESCRIPTION OF WORK	1.2.89	31.3.90	31.3.91	31.3.92	31.3.93	31.3.94	31.3.95
HOME ECONOMICS ROOM (including ancillary rooms) Pantry 8 m <sup>2</sup> Laundry 8 m <sup>2</sup> Dining/Seminar 18 m <sup>2</sup> Resource/teacher workspace 20 m <sup>2</sup>	x						
CLOTHING ROOM to include teacher's workspace - resource 10 m <sup>2</sup>		x					
DRAUGHTING ROOM Draughting Resource 74 m <sup>2</sup>	x						
MUSIC TEACHING ROOM Studios 1 x 24 m <sup>2</sup> ) 1 x 16 m <sup>2</sup> ) 1 x 8 m <sup>2</sup> ) 48 m <sup>2</sup>	x						
Resource/Instrument Store 16 m <sup>2</sup>	x						
WOODWORK WORKSHOP (including ancillary rooms) Project Stores 35 m <sup>2</sup> Timber Store 28 m <sup>2</sup> Finishing Room 10 m <sup>2</sup> Student Planning 12 m <sup>2</sup> Teacher Resource 16.20 m <sup>2</sup> Spray Booth 5 m <sup>2</sup> Storage of Special Equipment 8 m <sup>2</sup>	x						

DESCRIPTION OF WORK	1.2.89	31.3.90	31.3.91	31.3.92	31.3.93	31.3.94	31.3.95
COMBINED WORKSHOP/CRAFT (including ancillary rooms)	x						
Hot Metal Bay							
Project Store							
Raw Material Store							
GYMNASIUM	x						
Equipment Bay	x						
Weight Training Bay	x						
Changing Room					x		
Teachers' Room	x						
PE Equipment Store					x		
Foyer (approximately)						x	
Outside PE Store							
Health/Dance and Fitness Studio							
LANGUAGE CLASSROOMS							
Language Room Store							
STANDARD CLASSROOMS							
Junior Bookroom							
Senior Resource							
SENIOR COMMON ROOM							

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DESCRIPTION OF WORK	1.2.89	31.3.90	31.3.91	31.3.92	31.3.93	31.3.94	31.3.95
Provide staff showers - 1 for each sex							
Provide pupil showers -							
Boys - 6 shower sprays		x	x				
Girls - 6 shower sprays		x					
SITE:							
Provide grassed and hardcourt areas to Department of Education requirements and to State School standards.				x			

L.A.B

L.A.B

