

THIS DEED OF AGREEMENT is made the 28 day of September One thousand nine hundred and eighty-two (1982)

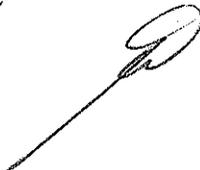
BETWEEN THE ROMAN CATHOLIC BISHOP OF THE DIOCESE OF AUCKLAND a Corporation Sole (hereinafter with his successors referred to as "the Proprietor") of the first part

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 St. Mary's School, ELLERSLIE, (hereinafter referred to as "the School")
- B The School is a Roman Catholic Primary School for girls and boys from new entrants to Form Two (2) offering Education with a Special Character.
- C The School was established in 1915 and up to the effective date of integration was in part staffed by members of the Roman Catholic Religious Order of Women known as the Sisters of Our Lady of the Missions. The said Order will continue after the effective date of integration to offer teaching staff to the School, so long as it has 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:-

H.J.M.


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 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 School Committee 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

F. J. M. 

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

- (ii) With the consent of the Proprietor, the School Committee 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 School Committee may require any such person or persons to pay a reasonable fee to the School Committee 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.

+ J.M.


- (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.

5. THE Special Character of the School is that it is a Roman Catholic School for girls and boys established by the Roman Catholic Bishop of the Diocese of Auckland for the Roman Catholic community of the Diocese of Auckland 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 Auckland

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 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.

+ J.M.



7. (a) **THE** Controlling Authority of the School shall be the Education Board of the Auckland Education District as constituted pursuant to Section 15 of the Education Act 1964.
- (b) The School shall be managed by a School Committee constituted pursuant to the provisions of Section 26 of the Private Schools Conditional Integration Act 1975. The School Committee shall consist of :-
- (i) One (1) member to be appointed by the Proprietor of the School;
- (ii) Six (6) members to be elected by the parents of the children attending the School **PROVIDED HOWEVER** that in the event of the School roll altering at any time then the number of such members shall be fixed by ascertaining the number of members that a State School Committee would have, based on the current School roll in accordance with the provisions of the School Committees Administration Regulations 1965 and subtracting one from that number.
- (c) Any election conducted pursuant to Section 26 of the Private Schools Conditional Integration Act 1975 shall be conducted as nearly as possible in the manner prescribed by the School Committees Administration Regulations 1965 and any regulations made in amendment thereof or in substitution therefor and the provisions of those regulations shall, with any necessary modifications, be applied accordingly.
- (d) 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. **THE** School had a roll of one hundred and fifty-six (156) pupils as at the 1st day of July, 1982, being the year when the roll figures were last

+ J.M. 

compiled. It is agreed by and between the parties hereto that the maximum roll of the School shall be one hundred and sixty-eight (168) pupils.

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 Controlling Authority 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 eight (8) pupils out of the total roll of the School and the Controlling Authority shall not enrol more than that number **PROVIDED THAT** to maintain and preserve the Special Character of the School the Controlling Authority in classifying such pupils so enrolled shall endeavour to reasonably distribute them through the range of classes offered by the School.

+ J.M.


- (c) Wherever any difficulty arises related to enrolment at the School in terms of Section 54 of the Private Schools Conditional Integration Act 1975, it may be referred to the Controlling Authority of the School 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 Auckland shall continue to form part of the School programme in accordance with Sections 31 and 32 of the Private Schools Conditional Integration Act 1975

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

H.J.M.


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 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 **PROVIDED HOWEVER** that in the event of the staffing entitlement of the School altering at any time during the currency of this Deed of Agreement then the position of Director of Religious Studies shall be determined in accordance with the then current staffing entitlement of the School under the Education Act 1964 and Regulations made thereunder and as is more particularly described in the **Fourth Schedule** hereto.

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.

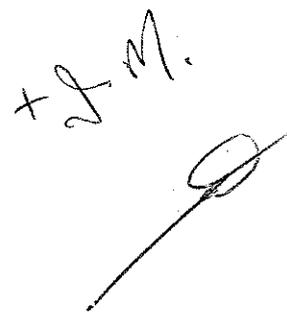
17. IN the event of the staffing entitlement of the School altering at any time during the currency of this Deed of Agreement, whereby the School becomes entitled to a position of Senior Teacher Junior Classes, it is agreed pursuant to Section 65(1)(d) of the Private Schools Conditional Integration Act 1975 that the Controlling Authority of the School in advertising the position of Senior Teacher Junior Classes shall state that a willingness and

+ J.M.

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 Senior Teacher Junior Classes shall accept these requirements as a condition of appointment.

18. THERE shall be two (2) other 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 **PROVIDED** **HOWEVER** that 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 determined in accordance with the then current staffing entitlement of the School under the Education Act 1964 and Regulations made thereunder and as is more particularly described in the **Fourth Schedule** hereto.

19. 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.

+ J.M.


20. THE Proprietor may with the consent of the Controlling Authority 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.

21. 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.

22. 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.

23. THE School is a Primary School for girls and boys from new entrants to Form Two (2) 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.

24. WHERE any of the costs associated with the conduct of the Proprietor's land and buildings that are not part of the School premises

+ J.M.

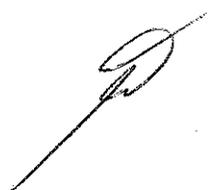

cannot be separated from the costs associated with the operation of the School premises, the Proprietor and the School Committee and/or the Controlling Authority shall contribute to such costs according to their respective use of the services and facilities.

25. IT is acknowledged by and between the parties hereto pursuant to **clause 24** 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 and as is more particularly delineated on the plan forming part of the **Second Schedule** hereto. In particular, the access from Main Highway, the water supply, the power supply and the sewerage system are all used in common and the costs of maintaining such services and facilities shall be apportioned as provided in **clause 24** hereof. If 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.

26. THE Proprietor agrees to maintain Blocks C and D more particularly delineated on the plan forming part of the Second Schedule hereto so as to meet Department of Education and Ministry of Works and Development requirements during the period of their use by the School. The Controlling Authority shall be responsible for the running or operating costs associated with the use of the said Blocks in particular the power supply, water, sewerage, drainage and cleaning costs.

27. 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.

+ J.M.



28. 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 1982 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.

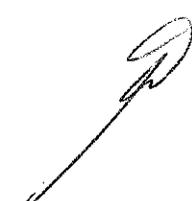
29. THE Minister shall subject to **clause 3(d)** and **(e)** and **clause 26** of this Deed of Agreement after the effective date hereof maintain the School premises and the associated facilities in a state of repair order and condition as for a comparable State school under the same Controlling Authority 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 Controlling Authority supplies from time to time to comparable State Schools.

30. THE effective date of this Deed of Agreement shall be the 29th day of September One thousand nine hundred and eighty-two (1982)

31. 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.

+ J.M.

A handwritten signature, possibly 'J.M.', written in ink, located in the lower right quadrant of the page.

SIGNED by JOHN MACKEY, THE)
ROMAN CATHOLIC BISHOP OF THE)
DIOCESE OF AUCKLAND and sealed)
with his Seal of Office in the presence)
of:-)

+ John Mackey

Beacon
Director of Schools,
218 Parnell Road,
Auckland-1.

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

Mervyn Langlois

M. J. Fokker
12 Hahira Road
Hataitai, Wellington.
(Private Secretary)

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 owned by the Roman Catholic Bishop of the Diocese of Auckland situate in Main Highway, Ellerslie, being known as **St. Mary's School, Ellerslie**, and being more particularly described as follows and delineated in green on the plan forming part of the **Second Schedule** hereto.

FIRST, all that freehold parcel of land containing 2023 square metres more or less being Lot 2 (two) on a plan deposited in the Land Registry Office at Auckland under No. 2921 which said piece of land is part of Allotment No. 7 of Section 12 in the Suburbs of Auckland and being all the land in Certificate of Title Volume 119 Folio 97 (Auckland Registry)

SECONDLY, all that freehold parcel of land containing 2024 square metres more or less being Lot No. 3 (three) on a plan deposited in the Land Registry Office at Auckland under No. 2921 which said piece of land is part of Allotment No. 7 of Section 12 (twelve) in the Suburbs of Auckland and being all the land in Certificate of Title Volume 118 Folio 295 (Auckland Registry)

THIRDLY, all that freehold parcel of land containing 2023 square metres more or less being Lot No. 4 (four) on a plan deposited in the Land Registry Office at Auckland under No. 2921 which said piece of land is part of Allotment No. 7 (seven) of Section 12 (twelve) in the Suburbs of Auckland and being all the land in Certificate of Title Volume 119 Folio 73 (Auckland Registry)

FOURTHLY, all that freehold parcel of land containing 2023 square metres more or less being Lot No. 5 (five) on a plan deposited in the Land Registry Office at Auckland under No. 2921 which said piece of land is part of Allotment 7 (seven) of Section 12 (twelve) in the Suburbs of Auckland and being all the land in Certificate of Title Volume 116 folio 80 (Auckland Registry)

FIFTHLY, all that freehold parcel of land containing 2431 square metres more or less being Lot 2 on Deposited Plan 89318 and being part Allotment 7 Section 12 Suburbs of Auckland and being all the land in Certificate of Title Volume 46B Folio 781 (North Auckland Registry)

SIXTHLY, all that freehold parcel of land containing 1393 square metres more or less being Lot 2 on Deposited Plan 76206 and being part Allotment 7 Section 12 Suburbs of Auckland and being all the land in Certificate of Title Volume 32C Folio 850 (North Auckland Registry)

SUBJECT TO:

1. Transfer granting an Electricity Easement (in gross) over the part marked "A" on Plan 76206 in favour of the Auckland Electric Power Board.

2. Easement Certificate affecting Lots on Plan 76026

<u>Nature</u>	<u>Servient</u>	<u>Dominant</u>
R.O.W.	pt herein marked "A"	Lots 3 (32C/851) and 4 (32C/852)
R.O.W.	pt 3 marked "B"	herein
R.O.W.	pt 4 marked "C"	herein
Refuse Easement	pt Lot 5 marked "G"	herein
R.O.W.	pt herein marked "A"	Lot 5 (32C/853)

3. The first three right of way easements above, when created will be subject to Section 351 E(a) Municipal Corporations Act 1954.

+ J.M.


4. Transfer granting a right of way over part "A" herein on Plan 76206 appurtenant to Lot 1 Deposited Plan 76206 (32C/849).

SEVENTHLY all that freehold parcel of land containing 1234 square metres more or less being Lot 3 on Deposited Plan 76206 and being part Allotment 7 Section 12 Suburbs of Auckland and being all the land in Certificate of Title Volume 32C Folio 851 (North Auckland Registry)

SUBJECT TO:

1. Transfer granting an Electricity Easement (in gross) over the part marked "B" on Plan 76206 in favour of the Auckland Electric Power Board.

2. Easement Certificate affecting Lots on Plan 76206

<u>Nature</u>	<u>Servient</u>	<u>Dominant</u>
R.O.W.	Pt 2 (32C/850) marked "A"	herein
R.O.W.	Pt herein marked "B"	Lots 2 and 4 (32C/852)
R.O.W.	Pt 4 marked "C"	herein
Refuse Easement	Pt Lot 5 marked "G"	herein
R.O.W.	Pt herein marked "B"	Lot 5 (32C/853)

3. The first three right of way easements above, when created will be subject to Section 351E(a) Municipal Corporations Act 1954.
4. Transfer granting a right of way over part "B" herein on Plan 76206 appurtenant to Lot 1 Deposited Plan 76206 (32C/849)

EIGHTHLY, all that freehold parcel of land containing 1309 square metres more or less being Lot 4 on Deposited Plan 76206 and being part Allotment 7 Section 12 Suburbs of Auckland and being all the land in Certificate of Title Volume 32C Folio 852 (North Auckland Registry)

T.J.M.


SUBJECT TO

1. Transfer granting an Electricity Easement (in gross) over the part marked "C" on Plan 76206 in favour of the Auckland Electric Power Board.
2. Easement Certificate affecting Lots on Plan 76206

<u>Nature</u>	<u>Servient</u>	<u>Dominant</u>
R.O.W.	Pt 2 (32C/850) marked "A"	herein
R.O.W.	Pt 3 (32C/851) marked "B"	herein
R.O.W.	Pt herein marked "C"	Lots 2 and 3
Refuse Easement	Pt Lot 5 (32C/853) marked "G"	herein
R.O.W.	Pt herein marked "C"	Lot 5
3. The first three right of way easements above, when created, will be subject to Section 351 E(a) Municipal Corporations Act 1954.
4. Transfer granting a right of way over part "C" herein on Plan 76206 appurtenant to Lot 1 Deposited Plan 76206 (32C/849)

NINTHLY, all that freehold parcel of land containing 2566 square metres more or less being Lot 5 on Deposited Plan 76206 and being part Allotment 7 Section 12 Suburbs of Auckland and being all the land in Certificate of Title Volume 32C Folio 853 (North Auckland Registry)

SUBJECT TO:

1. Transfer granting an Electricity Easement (in gross) over the parts marked "D" "E" and "F" in favour of the Auckland Electric Power Board.
2. Easement Certificate affecting Lots on Plan 76206

<u>Nature</u>	<u>Servient</u>	<u>Dominant</u>
R.O.W.	Pt 2 (32C/850) marked "A"	herein
Refuse Easement	Pt herein marked "G"	Lots 1 (32C/849) 2, 3 (32C/851) and 4 (32C/852)

+ J.M.


There is a debt owing by the Proprietor to the Diocesan
Development Fund of the Roman Catholic Diocese of
Auckland.

H. J. M.

A handwritten signature or mark, possibly initials, consisting of a stylized 'P' or similar character with a long horizontal line extending to the right.

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 annexed 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** Block E and Block H more particularly delineated in blue on the annexed plan **RESERVING NEVERTHELESS** full rights of access between the non-integrating areas and of ingress and egress to and from those non-integrating areas over the access shaded yellow on the annexed plan from and to Main Highway, Ellerslie, Auckland.

+ J.M.

AGREED PHASING OF WORK TO BE COMPLETED BY

	29.9.82	31.3.83	31.3.84	31.3.85	31.3.86	31.3.87
<u>BLOCK A (continued)</u>						
<u>Electrical</u>						
Areas 2 and 3						
Replace broken socket outlets	x					
Areas 1 and 2						
Upgrade lighting to state school standards			x			
Area 3						
Earth sink and waste		x				
General						
Upgrade earth continuity conductor to current regulation standard				x		
Fit separate earth and neutral bus bars				x		
Provide adequate circuit legend				x		
<u>Fire Protection</u>						
<u>Egress</u>						
Provide an alternative egress door in areas 1 and 2 to replace ineffective windows	x					
Dismantle the locking tongue on the mortice lock of the exterior door in area 3 adjacent to area 2	x					
General						
Remove the portable electric heater from area 2	x					
<u>BLOCK B</u>						
<u>Exterior</u>						
Replace all corrugated iron roofing and paint					x	
Replace barge timbers with barge cap galvanised iron and paint					x	
Replace all spoutings and D.Ps and paint					x	
Replace rusted water pipe by drinking fountains.						
Upgrade drinking fountain facilities.						
Scrape clean, and repaint all window sills.						
Sand and repaint fixed seats.						
Fit flashings from roof to spouting above area 10 and repaint		x				
Paint areas 9, 10, 11 and 12.		x				

x J. ref.

AGREED PHASING OF WORK TO BE COMPLETED BY

	29.9.82	31.3.83	31.3.84	31.3.85	31.3.86	31.3.87
<u>BLOCK B (continued)</u>						
Interior Area 4						
Brace and adjust exterior door, fit door check and hold back hook.		x				
Ease door to area 8. Fit door check and hold back hook.		x				
Ease all sashes and repair all fasteners and stays. Repair leaks in roof.		x x				
Re-decorate, refix loose ceiling.		x				
Repair floor and re-block area		x				
Provide "Duralay" or similar soft floor coverings.			x	x		
Area 5						
Fit door check and hold back hook door to passage		x				
Repair leaks in roof		x				
Re-decorate, refix loose ceiling						
Repair floor and re-block area			x			
Provide "Duralay" or similar soft floor coverings				x		
Fit control gear to high louvres		x				
Ease sashes and repair fasteners and cords		x				
Area 6						
Fit door check and hold back hook door to passage, adjust latch						
Remove nails from walls and touch up		x				
Ease sashes and repair fasteners and cords		x x				
Area 7						
Ease sashes and repair fasteners and cords						
Fit door check and hold back hook door to passage.		x				
Repair leaks in roof		x				
Repair floor and re-block area		x				
Provide "Duralay" or similar soft floor coverings.						
Provide control gear to high sashes.						
Re-decorate		x				
Re-fix loose ceiling		x				
Area 8						
Provide drip tray for hose reel.						
Repair exit doors. Provide secure locks. Upgrade hardware and fit door checks and hold back hooks.		x				
Provide "A" grade lino throughout or equivalent.		x				
Repair floor.						

T.S.M.

ST MARY'S SCHOOL, ELLERSLIE

ACREED PHASING OF WORK TO BE COMPLETED BY

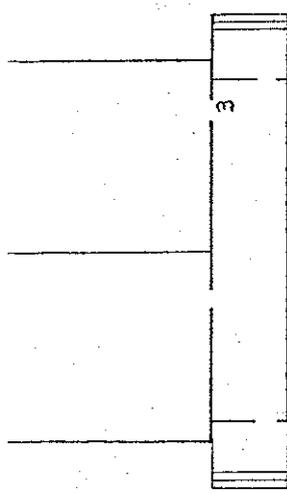
	29.9.82	31.3.83	31.3.84	31.3.85	31.3.86	31.3.87
<u>BLOCK B (continued)</u>						
Repair roof leaks		x				
Re-decorate		x				
Ease all sashes, repair fasteners and cords.		x	x			
Fit timber mouldings to neatly finish display boards.						
Area 11						
Replace missing catch to sink unit		x				
Replace broken light shade		x				
Repaint walls, unit and ceiling						
Fix bead to edge of vinyl wallpaper		x				
Area 12						
Replace louvre fittings		x				
Repair damaged vinyl floor coverings. Weld joints.		x				
Adjust door to staffroom		x				
Repaint cloak area						
<u>Structural</u>						
Remove two chimneys to MWD standards				x		
<u>Mechanical</u>						
Upgrade heating to state school standards in areas 4-7 and 10 and 11.				x		
<u>Electrical</u>						
Upgrade lighting in areas 4, 5, 6, 7 and 10 to state school standards						
Area 8						
Earth sinks and wastes						
Area 12						
Relocate outlet from obstruction						
Area 10 and 11						
Permanently wire heating						
<u>Switchboards</u>						
Upgrade earthing to current standard						
Increase capacity of earth and neutral bus bars.						
Replace all TRS wiring						
Provide current legend						
Provide enclosing cover						

* S.M.

AGREED PHASING OF WORK TO BE COMPLETED BY

	29.9.82	31.3.83	31.3.84	31.3.85	31.3.86	31.3.87
<p><u>BUILDING REQUIREMENTS</u> (continued)</p> <p>Provide hot water to staff toilets) 1 WC, 1 WHB and 1 STDU for staff toilets) 2 WHBs and 1 STDU for girls toilets) 2 WHB for boys toilets)</p> <p>6 WCs, 3WHBs and 1 STDU for girls toilets) 5 WCs and 3 WHBs for boys toilets)</p> <p>Demolish Block C Demolish Block D</p>		x				
				x		
						x
						x

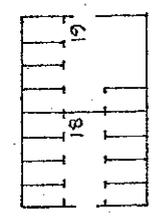
+ J.M.



BLOCK A

ROOM	AREA
1 CLASSROOM	64.61 m ²
2 CLASSROOM	64.61 m ²
3 CORRIDOR	

TOTAL AREA = 201.12 m²



BLOCK D

18 GIRLS' TOILETS
19 BOYS' TOILETS

TOTAL AREA = 38.0 m²

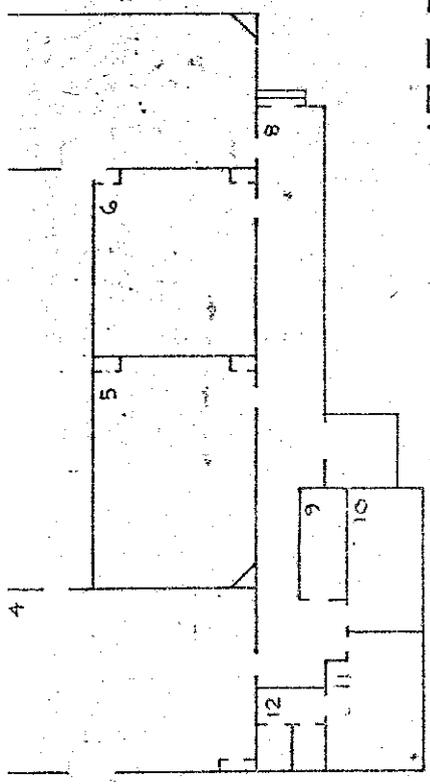


BLOCK E

ROOM	AREA
*20 STORE	4.5 m ²
*21 SHELTER	
*22 SHELTER	
*23 STORE	6.4 m ²

* NON INTEGRATING

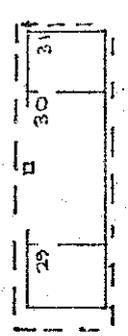
TOTAL AREA = 37.24 m²



BLOCK B

ROOM	AREA
4 CLASSROOM	66.15 m ²
5 CLASSROOM	54.90 m ²
6 LIBRARY	43.51 m ²
7 CLASSROOM	65.95 m ²
8 CORRIDOR	
9 STORE	7.56 m ²
10 H.O.D.	16.2 m ²
11 STAFFROOM	18.72 m ²
12 STAFF TOILETS	

TOTAL AREA = 367.32 m²

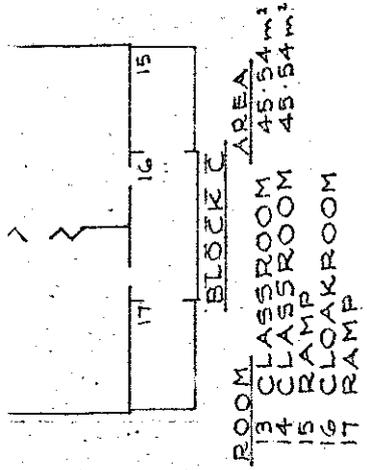


BLOCK H

ROOM	AREA
*29 SHOWER	
*30 TENNIS PAVILION	6.72 m ²
*31 STORE	

* NON INTEGRATING

TOTAL AREA = 33 m²



BLOCK C

ROOM	AREA
13 CLASSROOM	45.54 m ²
14 CLASSROOM	45.54 m ²
15 CLAMP	
16 CLOAKROOM	
17 RAMP	

X J. M.

DEPARTMENT OF EDUCATION
 buildings division: integration of private schools
 School: ST MARY'S SCHOOL, ELLERSLIE

Drawing No:	EIP 216 02	Scale:	1:300
Date:	21 JANUARY 1981	SHEET 2 OF 2 SHEETS	
Revision	11 MAY 1981	Drawn: <i>Z&S</i>	