

SUPPLEMENTARY DEED OF AGREEMENT

HOLY FAMILY SCHOOL, PORIRUA EAST

THIS DEED OF AGREEMENT is made on the *21st* day of *March*
One Thousand nine hundred and ninety (1990) BETWEEN
THE ROMAN CATHOLIC ARCHBISHOP OF THE ARCHDIOCESE OF
WELLINGTON 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 By Deed of Agreement bearing date the 8th day of
September 1981 as varied by any subsequent
supplementary agreements (hereinafter referred to as
"the Deed of Agreement"), the Minister and the
Proprietor pursuant to section 7(2) of the Private
Schools Conditional Integration Act 1975 established
Holy Family School, Porirua East as an integrated
school (hereinafter referred to as "the school").
- B The Proprietor and the Minister are now agreed on the
need to redefine the Proprietor's Land and the School
Premises as defined in the First and Second Schedules
of the Deed of Agreement pursuant to Section 7(9) of
the Private Schools Conditional Integration Act 1975.

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 Deed of Agreement bearing date the 8th day
of September 1981 is hereby amended by deleting and
cancelling the First and Second Schedules and annexed
Plan.



2. THAT the Schedules and Plan attached to this Supplementary Deed of Agreement are hereby substituted as the First Schedule defining the Proprietor's Land and the Second Schedule defining the School Premises in the Deed of Agreement.

3. THAT the covenants conditions and restrictions contained and implied in the Deed of Agreement shall be read and construed subject to the modifications herein contained but in all other respects the Deed of Agreement is confirmed.

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

SIGNED by THOMAS STAFFORD WILLIAMS
THE ROMAN CATHOLIC ARCHBISHOP OF
THE ARCHDIOCESE OF WELLINGTON

and sealed with his Seal of
Office in the presence of:

P. Gallagher
Catholic Education Office
22-28 Hill Street
Wellington

+ *Thomas S. Williams*

SIGNED by KEREHI WAIARIKI DICK GRACE

District Manager Ministry of Education Central South Region
pursuant to authority delegated by
the Minister of Education acting
on behalf of HER MAJESTY THE QUEEN
in the presence of:

W. Grace
26 Ken. Hwy St
Upper Hill

L. W. Grace

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, Church, Presbytery, School buildings and other improvements owned by the Roman Catholic Archbishop of the Archdiocese of Wellington situated at Mungavin Avenue, Porirua East, New Zealand, being known as Holy Family Church and School, Porirua, and being more particularly described as follows and delineated in green on the plan forming part of the Second Schedule hereto:

All that freehold parcel of land containing 2.2881 hectares more or less situate in City of Porirua being Part Lot 1 on Deposited Plan 26026 and being all the land in Certificate of Title Volume 32A Folio 678 (Wellington Registry)

SUBJECT TO (1) The reservations and conditions imposed by Section 59 Land Act 1948
(2) K42465 Building Line Restriction
(3) 901521.1 Deed as to Fencing Agreement

There are debts owing by the Proprietor to the Archdiocesan Development Fund of the Roman Catholic Archdiocese of Wellington and to the Housing Corporation of New Zealand.

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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 annexed 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 the Hall and the land immediately surrounding the same being more particularly delineated in blue on the annexed plan TOGETHER WITH a reservation in favour of this excepted portion of full rights of access inter se and of ingress and egress to and from this excepted portion over the access thereto shaded yellow on the annexed plan from and to Mungavin Avenue, Porirua East.

2015
K. Kelly