

SUPPLEMENTARY DEED OF AGREEMENT

ST ANNE'S-MARIST SCHOOL, NEWTOWN

THIS DEED OF AGREEMENT is made on the 4th day of April
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 30th day of
March 1983 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 St Anne's-Marist
School, Newtown 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, Second and Fifth
Schedules of the Deed of Agreement pursuant to
Section 7(9) of the Private Schools Conditional
Integration Act 1975.
- C The Proprietor and the Minister are now agreed on the
need to amend Clauses 26 to 33 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. THE Deed of Agreement bearing date the 30th day of March 1983 is hereby amended by deleting and cancelling the First and Fifth Schedules and the Plan annexed to the Second Schedule.
2. THAT the Schedule and Plan attached to this Supplementary Deed of Agreement are hereby substituted as the First Schedule defining the Proprietor's Land and the Plan annexed to the Second Schedule in the Deed of Agreement.
3. THAT Clauses 26, 27, and 28 and the words ", clause 27 and clause 28" in Clause 31 of the original Deed of Agreement be deleted from the Agreement.
4. THAT Clauses 29 to 33 of the original Deed of Agreement be renumbered 26 to 30.
5. 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.

A handwritten signature in black ink, appearing to read 'JMS' above 'Kwong', is located in the lower right quadrant of the page.

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:

Thomas S. Williams

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

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:

K.W. Dick Grace

M. W. ...
26 Kentucky St
Upper Hutt

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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 Archbishop of the Archdiocese of Wellington situate in Daniell Street, Newtown, Wellington being known as **St. Anne's - Marist School, St. Anne's Church and Presbytery, Newtown, Wellington**, 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 311m^2 more or less situate in the City of Wellington being parts Section 778 Town of Wellington and being also Lot 3 on Deposited Plan 18626 and being all the land in Certificate of Title Volume 6A Folio 1460 (Wellington Registry).

Subject to

1. Order in Council No. 254 Notice of building line restriction.

SECONDLY All that freehold parcel of land containing 329m^2 more or less situate in the City of Wellington being part Section 778 Town of Wellington and being also Lot 1 on Deposited Plan 18626 and being all the land in Certificate of Title Volume F1 Folio 592 (Wellington Registry).

THIRDLY All that freehold parcel of land containing 6070m^2 more or less and being part of Sections 780 and 782 City of Wellington and being all the land in Certificate of Title Volume 113 Folio 179 (Wellington Registry).

*John
Kwong*

Subject to

1. Order in Council No. 254 whereby Daniell Street was exempted from the provisions of Section 117, Public Works Act 1905, subject to certain conditions as to building line.


FOURTHLY All that freehold parcel of land containing 3440m² more or less situate in the City of Wellington being part Section 778 Town of Wellington and being also Lot 2 on Deposited Plan 18626 and being all the land in Certificate of Title Volume 706 Folio 47 (Wellington Registry).

Subject to

1. The building line condition imposed by Order in Council 254.

There are debts owing by the Proprietor to:

1. The Archdiocesan Development Fund of the Archdiocese of Wellington
2. The Bank of New Zealand.

A handwritten signature in black ink, appearing to be 'JWS' followed by a stylized name, possibly 'KING'.