

## SUPPLEMENTARY DEED OF AGREEMENT

### ST BRIGID'S SCHOOL, JOHNSONVILLE

**THIS DEED OF AGREEMENT** is made on the 27<sup>th</sup> day of November one thousand nine hundred and ninety eight (1998 ) **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 thirty first (31<sup>st</sup>) day of March, one thousand, nine hundred and eighty-three (1983) as varied by 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 Brigid's School, Johnsonville** as an integrated school (hereinafter referred to as "the School").
- B** The Proprietor and the Minister wish to vary 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 words "two hundred and forty five (245) pupils" in line 4 of Clause 8 of the Deed of Agreement be deleted and the words "two hundred and sixty (260) pupils" be substituted therefor.
- 2** THAT the First Schedule to the Deed of Agreement be deleted and the First Schedule attached hereto be substituted therefor.
- 3** THAT the Second Schedule and the Plan annexed to the Second Schedule of the Deed of Agreement be deleted and the Second Schedule and the Plan annexed hereto be substituted therefor.

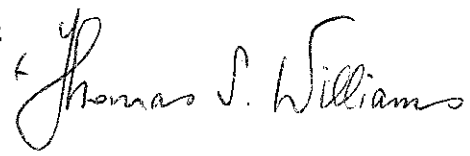
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4 THAT the covenants conditions and restrictions contained and implied in the Deed of Agreement shall be read and construed subject to the modifications herein contained but in all other respects the Deed of Agreement is confirmed.

IN WITNESS WHEREOF these present 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 :



*John O'Neill*  
*Visitor for Education*  
*88 Hobson St*  
*Wellington*

Signed by KATHY PHILLIPS, Senior Manager,  
National Operations, Ministry of Education  
pursuant to authority delegated by the  
Minister of Education acting on behalf  
of HER MAJESTY THE QUEEN in the presence of :

*Debra Sheen*  
*for Kathy Phillips.*

*[Large handwritten signature]*  
*adviser*  
*Wellington.*

## 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 Dr Taylor Terrace, Johnsonville, Wellington being known as **St Brigid's School, Johnsonville**, 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 2709 square metres more or less situate in the Johnsonville Town District being part of Section 11 Porirua District and being also Lots 3 and 4 on the Deposited Plan No 1778 and being all the land in Certificate of Title Volume 301 Folio 208 (Wellington Registry)

SECONDLY, All that freehold parcel of land containing 1012 square metres more or less situate in the Johnsonville Town District being part of Section 11 Porirua District and being also Lot 5 on the Deposited Plan No 1778 and being all the land in Certificate of Title Volume 301 Folio 209 (Wellington Registry)

SUBJECT TO: Order in Council No 183 exempting Brook Street (now Philip Street) from Section 3 of "The Public Works Act 1903."

THIRDLY, All that freehold parcel of land containing 1102 square metres more or less situate in the Johnsonville Town District being Lot 6 on the Deposited Plan No 1778 part of Section 11 Porirua District and being all the land in Certificate of Title Volume 168 Folio 201 (Wellington Registry)

SUBJECT TO: Fencing Covenant contained in Transfer 194011.

FOURTHLY, All that freehold parcel of land containing 1112 square metres more or less situate in the Johnsonville Town District being part of Section 11 Porirua District and being also part of Lot 49 on the Deposited Plan No 242 together with the water rights created by



transfer No 175572 and being all the land in Certificate of Title Volume 487 Folio 165  
(Wellington Registry).

There are debts owing by the Proprietor to the Archdiocesan Development Fund of the  
Archdiocese of Wellington.

Handwritten initials, possibly 'AS' and 'JW', located to the right of the second paragraph.

**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 save and except that part of the stream outlined in blue, **TOGETHER** **WITH** all the School buildings and other improvements thereon.

AP JW