

SUPPLEMENTARY DEED OF AGREEMENT

ST FRANCIS DE SALES SCHOOL, ISLAND BAY

THIS DEED OF AGREEMENT is made on the 18th day of July
One thousand nine hundred and eighty five (1985)

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 28th day
of March 1983 (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 Francis de Sales School,
Island Bay (hereinafter referred to as "the
School") as an integrated school.

B The school has now been rebuilt on a new site
and the Proprietor and the Minister are therefore
agreed on the need to redefine the Proprietor's
land as described in the First Schedule and the
School Premises as described in the Second
Schedule to the Deed of Agreement by entering
into a supplementary 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
28th day of March 1983, is hereby amended by
deleting and cancelling therefrom the First
and the Second Schedule and annexed Plan.



- 2 **THAT** the First and Second Schedules and Plan attached to this Supplementary Deed of Agreement are hereby substituted as the First and Second Schedules defining the School Premises in the Deed of Agreement.
- 3 **THAT** Clause 27, Clause 28 and Clause 29 of the original Deed of Agreement be deleted from that Agreement.
- 4 **THAT** the Proprietor of the Church, his agents and licencees shall have the right to access and parking on or over the paved area described on the plan attached to the First Schedule as 'land in joint use' whenever desired.
- 4a **THAT** the costs of maintaining and servicing the paved area described on the plan attached to the First Schedule as 'land in joint use' shall be shared by the Proprietor and Controlling Authority according to their respective use of that area. In the event of the Proprietor and Controlling Authority failing to agree on the way in which any particular maintenance and servicing cost item is to be shared then that item shall be paid by each of them in equal shares.

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5 THAT the covenants conditions and restrictions contained and implied in the original deed of agreement shall be read and construed subject to the modifications herein contained but in all other respects the original deed of agreement is confirmed.

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

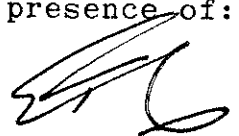
SIGNED by THOMAS STAFFORD WILLIAMS
THE ROMAN CATHOLIC ARCHBISHOP OF
THE ARCHDIOCESE OF WELLINGTON

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

Robinson + *Thomas S. Williams*
Clerk
Sealston Hill
Wellington

SIGNED for and on behalf of
HER MAJESTY THE QUEEN by
CEDRIC RUSSELL MARSHALL
Minister of Education in
the presence of:

Drumman


T.I. CARTER
PRIVATE SECRETARY
MINISTER OF EDUCATION
Parliament Buildings
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 at Mersey Street, Island Bay, Wellington, New Zealand, being known as **St Francis de Sales Church and School**, 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 4017 Square Metres more or less situate in the City of Wellington being Lot 1 on Deposited Plan 51820 and being all the land in Certificate of Title Volume 21B Folio 284 (Wellington Registry)

SUBJECT TO Building Line Restriction in Order in Council 235

SECONDLY All that freehold parcel of land containing 5057 Square Metres more or less situate in the City of Wellington being Lot 2 on Deposited Plan 51280 and being all the land in Certificate of Title Volume 21B Folio 285 (Wellington Registry)

SUBJECT TO 1. Building Line Restriction in Order in Council 235

2. Fencing Covenant in Transfer 103835

There are debts owing by the Proprietor to:

1. The Archdiocesan Development Fund of the Archdiocese of Wellington
2. The Bank of New Zealand
3. 635387.1 Mortgage to Housing Corporation

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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 forms part of this
Schedule, TOGETHER WITH all the School buildings and
other improvements thereon.

