

SUPPLEMENTARY DEED OF AGREEMENT

ST JOSEPH'S SCHOOL, WAITARA

THIS DEED OF AGREEMENT is made on the *24th* day of *December* One thousand nine hundred and ninety-one (1991) BETWEEN THE ROMAN CATHOLIC BISHOP OF THE DIOCESE OF PALMERSTON NORTH 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 October 1980 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 Joseph's School, Waitara 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 to 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 October 1980 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 PETER JAMES CULLINANE
THE ROMAN CATHOLIC BISHOP OF
THE DIOCESE OF PALMERSTON NORTH
and sealed with his Seal of
Office in the presence of:

Carol A. Meiers
Secretary
Palmerston North.

Peter James Cullinane
signed by his attorney
Peter John McEneaney



SIGNED by ERIC PEDERSEN
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:

Judith Manchester
Liaison Officer
53 Grenich Terrace
Wellington 5

Eric Pedersen

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, Residence, School buildings and other improvements owned by the Roman Catholic Bishop of the Diocese of Palmerston North situate at Nelson Street, Waitara, New Zealand, being known as St. Joseph's Church, Presbytery and School, Waitara, and being more particularly described as follows and delineated in green on the plan annexed to the Second Schedule hereto:

FIRSTLY All that freehold parcel of land containing 1.9862 ha more or less situate in the Borough of Waitara being Lots 2 and 3 Deposited Plan No. 6931 and being part Section 28 Waitara West District (Block III Paritutu District) and being all the land in Certificate of Title Volume 169 Folio 79 (Taranaki Registry).
Subject to Mortgage No. 249183 as varied to the Housing Corporation of New Zealand.

SECONDLY All that freehold parcel of land containing 3043 m² more or less situate in the Borough of Waitara being Lot 2 Deposited Plan 10316 and being part Section 28 Waitara West District and being all the land in Certificate of Title Volume CI Folio 820 (Taranaki Registry).

There are debts owing by the Proprietor to:

1. The Diocesan Development Fund of the Roman Catholic Diocese of Palmerston North.
2. The Housing Corporation of New Zealand.



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 residence, church and land immediately adjacent to the same more particularly delineated in blue on the annexed plan together with a reservation in favour of those excepted portions of full rights of access inter se & of ingress & egress to and from those excepted portions over the access thereto shaded yellow on the annexed plan from and to Nelson Street, Waitara.

A handwritten signature in black ink, located in the bottom right corner of the page. The signature is stylized and appears to be a name followed by initials or a surname.