

SUPPLEMENTARY DEED OF AGREEMENT

ST MARY'S SCHOOL, CARTERTON

THIS DEED OF AGREEMENT is made on the 4<sup>th</sup> 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 10th day of  
February 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 Mary's School, Carterton 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.
- C The Proprietor and the Minister are now agreed on the  
need to amend Clauses 26-31 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:

*JHR  
Kweg*

1. THE Deed of Agreement bearing date the 10th day of February 1983 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 Clause 26 be deleted from the Agreement.
4. THAT Clauses 27, 28, 29, 30, 31 be renumbered 26, 27, 28, 29, 30 respectively.
5. THAT the words "and clause 26" in the 1st line of Clause 29 of the original Deed of Agreement be deleted from that Agreement.
6. 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.

*John  
K. W. D. G.*

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. Gallagher*  
*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.D. Grace*

*M. A. Ken*  
*26 Kentucky St*  
*Upper Hut*

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 King Street, Carterton, being **St. Mary's Church, Hall and School, Carterton**, 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 655 square metres more or less situate in the Borough of Carterton being Lot 1 on Deposited Plan 65079 and being all the land in Certificate of Title Volume 33B Folio 843 (Wellington Registry)

SUBJECT TO: 908146.1 Mortgage to the Housing Corporation.

SECONDLY All that freehold parcel of land containing 631 square metres more or less situate in the Borough of Carterton being Lot 2 on Deposited Plan 65079 and being all the land in Certificate of Title Volume 33B Folio 844 (Wellington Registry)

SUBJECT TO: (1) 908146.1 Mortgage to the Housing Corporation (as to the part formerly in CT 149/113)

(2) 927041.1 Mortgage to the Housing Corporation (as to the part formerly in CT 177/26)

THIRDLY All that freehold parcel of land containing 876 square metres more or less situate in the Borough of Carterton being Lot 3 on Deposited Plan 65079 and being all the land in Certificate of Title Volume 33B Folio 845 (Wellington Registry)

*John Knox*

**SUBJECT TO:** (1) 908146.1 Mortgage to the Housing Corporation (as to the part formerly in CT 149/113)  
(2) 927041.1 Mortgage to the Housing Corporation (as to the part formerly in CT 177/26)

**FOURTHLY** All that freehold parcel of land containing 8301 square metres more or less situate in the Borough of Carterton being Lot 4 on Deposited Plan 65079 and being all the land in Certificate of Title Volume 33B Folio 846 (Wellington Registry)

**SUBJECT TO:** 908146.1 Mortgage to the Housing Corporation.

**FIFTHLY** All that freehold parcel of land containing 3673 square metres more or less situate in the Borough of Carterton being Lot 5 on Deposited Plan 65079 and being all the land in Certificate of Title Volume 33B Folio 847 (Wellington Registry)

**SUBJECT TO:** (1) 908146.1 Mortgage to the Housing Corporation (as to the part formerly in CT 142/99 and 149/113.

(2) 927041.1 Mortgage to the Housing Corporation (as to the part formerly in CT 177/26 and 177/27)

**SIXTHLY** All that freehold parcel of land containing 1047 square metres more or less situate in the Borough of Carterton being part of Section 9 of the Township of Carterton and being also part of Lot 2 on Deposited Plan 9217 and being all the land in Certificate of Title Volume 442 Folio 108 (Wellington Registry)

There are debts owing by the Proprietor to:-

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

*DW  
KNOLY*

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.

*JWS  
K.W.G.*