

SUPPLEMENTARY DEED OF AGREEMENT

ST MARY'S SCHOOL, FOXTON

THIS DEED OF AGREEMENT is made on the *29<sup>th</sup>* day of *August*  
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 17th day of May 1981 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, Foxton 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.
- C The Proprietor and the Minister are now agreed on the need to amend Clause 23 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:

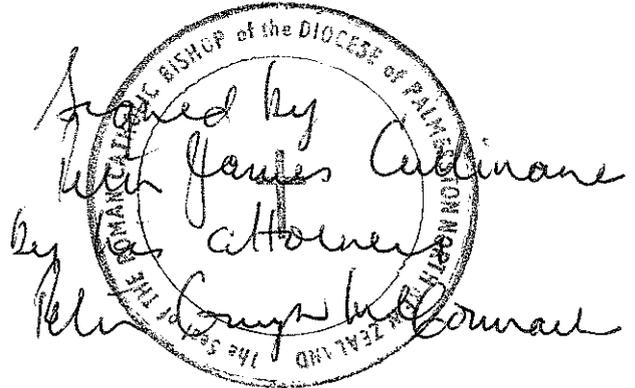
1. THAT the Deed of Agreement bearing date the 17th day of May 1981 is hereby amended by deleting and cancelling the First and Second Schedules and annexed Plan.
2. THAT the Schedules and Plan attached to this Supplementary Deed of Agreement are hereby substituted as the First Schedule defining the Proprietor's Land and the Second Schedule defining the School Premises in the Deed of Agreement.
3. THAT the word "blue" in the 7th line of Clause 23 of the Deed of Agreement be deleted and the word "yellow" be substituted therefor.
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.

A handwritten signature in black ink, appearing to be 'H. J. E. P.', located in the lower right quadrant of the page.

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:

*Mr. P. Broderick*



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 Crearick Tce*  
*Wellington 5*

*Eric Pedersen*

FIRST SCHEDULE

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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, Community Hall, School buildings and other improvements owned by the Roman Catholic Bishop of the Diocese of Palmerston North situate at Johnston, Cook and Union Streets, Foxton, New Zealand, being known as St Mary's Church, Presbytery, Hall 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 7095m sq more or less situate in the Borough of Foxton being part of Block V of the Native Reserve known as Te Awahou and comprising Lots 1, 2, 3, 4 and 5 Deposited Plan No. 2311 and being all the land contained in Certificate of Title Volume 195 Folio 43 (Wellington Registry)
- SUBJECT TO Power easement granted to the Horowhenua Electric Power Board in Transfer No. 949569.
- SECONDLY All that freehold parcel of land containing 1609m sq more or less situate in the Borough of Foxton being part of Town Section 131 of the Township of Foxton being also Lot 2 on Deposited Plan No. 14367 and being all the land contained in Certificate of Title Volume 582 Folio 273 (Wellington Registry)
- SUBJECT TO The reservations and conditions imposed by Section 59 of the Land Act, 1948, and also to the reservations imposed by Section 8 of the Coal Mines Amendment Act, 1950.
- THIRDLY All that freehold parcel of land containing 7736m sq more or less situate in the Borough of Foxton being Lot 1 on Deposited Plan 52610 and being all the land contained in Certificate of Title Volume 22D Folio 243 (Wellington Registry)
- SUBJECT TO 591766.1 Mortgage to Housing Corporation as varied.
- FOURTHLY All that freehold parcel of land containing 1985m sq more or less situate in the Borough of Foxton being part Block V Te Awahou and being also Lot 9 on Deposited Plan 2311 and being all the land contained in Certificate of Title Volume 9A Folio 1275 (Wellington 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

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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 with a reservation in favour of the non-integrating areas more particularly delineated in blue on the annexed plan of full rights of access inter se and of ingress and egress to and from those excepted portions over the access thereto shaded yellow on the annexed plan from and to Johnston Street Foxton.

A handwritten signature in black ink, appearing to be 'Johnston' or similar, located in the bottom right corner of the page.