

**SUPPLEMENTARY DEED OF AGREEMENT**

**SAINT MARY'S PRIMARY SCHOOL HASTINGS**

THIS DEED OF AGREEMENT is made on the 24 day of *October*  
One thousand nine hundred and eighty five (1985)

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** The Roman Catholic Archbishop of the  
Archdiocese of Wellington, the then Proprietor,  
and the Minister pursuant to Section 7 (2) of  
the Private Schools Conditional Integration  
Act 1975 signed an integration agreement on  
the 18th day of May 1980 for **Saint Mary's  
Primary School Hastings** (hereinafter referred  
to as the "Deed of Agreement")
- B** The Roman Catholic Archbishop of the  
Archdiocese of Wellington, the Roman Catholic  
Bishop of the Diocese of Palmerston North and  
the Minister pursuant to Section 7(9) of the  
Private Schools Conditional Integration Act  
1975 signed a Supplementary Deed of Agreement  
on the 22nd day of March 1983 to substitute  
the Bishops title and diocese for that of the  
Archbishops title and diocese as the Proprietor
- C** The Proprietor and the Minister are now agreed  
to amend the First and Second Schedules of 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:**

*cbm*

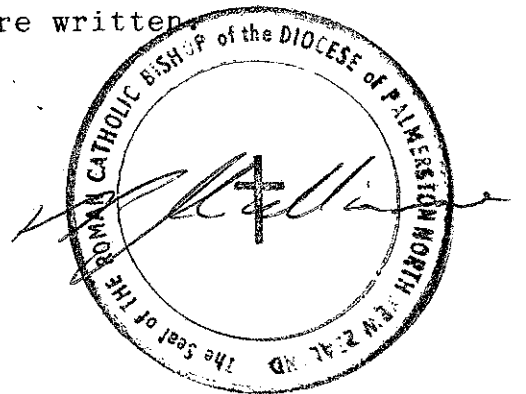
*[Signature]*

- 1 **THAT** the First Schedule attached to this Supplementary Deed of Agreement is hereby substituted as page 15 of the Deed of Agreement.
- 2 **THAT** the Second Schedule attached to this Supplementary Deed of Agreement is hereby substituted as page 16 of the Deed of Agreement.
- 3 **THAT** the site plan attached to this Supplementary Deed of Agreement is hereby substituted as the site plan annexed to the Second Schedule of the Deed of Agreement.
- 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 presents have been executed the day and 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:



*A. Lloyd*  
 24 *Albion Terrace*  
*Palmerston North*  
 Private Secretary

**SIGNED** for and on behalf of  
**HER MAJESTY THE QUEEN** by  
**CEDRIC RUSSELL MARSHALL**

Minister of Education in  
 the presence of:

*Churman*

*[Signature]*

TELETYPE  
 TELEPHONE  
 MINISTER OF EDUCATION  
*Riddell Street 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, Church, School Buildings and other improvements owned by the Roman Catholic Bishop of the Diocese of Palmerston North situate at Frederick Street, Hastings New Zealand being known as St Mary's Church, and St Mary's Primary School, Hastings and being more particularly described as follows:

All that freehold parcel of land containing 2.7212 hectares more or less situated in the City of Hastings being part Lots 9, 10 and 11 on Deposited Plan 2793, part Lot 3 on Deposited Plan 6383 and Lot 3 on Deposited Plan 7252 and being all the land in Certificate of Title Volume K4 Folio 69 (Hawke's Bay Registry)

- SUBJECT TO:
1. Mortgage No.350918.1 to Housing Corporation of New Zealand
  2. Fencing Covenant in Transfer No. 24421 (affects Lot 3 D.P. 7252 only)
  3. A Right to Drain Stormwater over part Lot 1 D.P. 17480 (part C.T. K1/965) set out in Easement Certificate 426392.2 (Subject to Section 309 (1)(a) Local Government Act 1974).

There are debts owing by the Proprietor to:

1. The Central Diocesan Development Fund of the Roman Catholic Diocese of Palmerston North.
2. The Bank 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.

*dm*

*M.*