

SUPPLEMENTARY DEED OF AGREEMENT

ST MICHAEL'S SCHOOL, TAITA

THIS DEED OF AGREEMENT is made on the 21st day of March  
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 21st day of  
April 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 Michael's School,  
TAITA 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.

NOW THIS DEED OF AGREEMENT WITNESSETH THAT IT IS HEREBY  
COVENANTED AGREED AND DECLARED BY AND BETWEEN THE PARTIES  
HERETO AS FOLLOWS:

1. THE Deed of Agreement bearing date the 21st day of  
April 1981 is hereby amended by deleting and  
cancelling the First and Second Schedules and annexed  
Plan.

*JWS*  
*KW*

2. THAT the Schedules and Plan attached to this Supplementary Deed of Agreement are hereby substituted as the First and Second Schedules defining the Proprietor's Land and 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 THOMAS STAFFORD WILLIAMS  
THE ROMAN CATHOLIC ARCHBISHOP OF  
THE ARCHDIOCESE OF WELLINGTON

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

*P. Gallagher*  
*Catholic Education Office*  
*22-28 Hill Street*  
*Wellington*

+ *Thomas S. Williams*

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. S. L. L.*  
*46 Kentley St*  
*Upper Mt*

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 Archbishop of the Archdiocese of Wellington situate at Cooper Street, Taita, New Zealand, being known as St. Michael's Church, Presentation Convent and St. Michael's School, Taita, 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 2.2532 hectares more or less situate in the City of Lower Hutt being Lot 2 on Deposited Plan 63394 and being all the land in Certificate of Title Volume 32D Folio 206 (Wellington Registry)

SUBJECT TO (1) The reservations and conditions imposed by Section 59 of the Land Act 1948  
(2) K.40840 pipeline Certificate under Section 26 Housing Act 1955 relating to pipelines for the passage of Sewage over the within land serving Lots 781 and 782 DP 15389..

There are debts owing by the Proprietor to the Archdiocesan Development Fund of the Roman Catholic Archdiocese of Wellington and to the Housing Corporation of New Zealand.

*JWS*  
*KW/DG*

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 together 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 on the annexed plan from and to Cooper Street Taita.

*JW  
Kawoy*