

SUPPLEMENTARY AGREEMENT

POMPALLIER SCHOOL, KAITAIA

THIS DEED OF AGREEMENT is made on the *23* day of *July*

One thousand nine hundred and eighty-four (1984) BETWEEN

THE ROMAN CATHOLIC BISHOP OF THE DIOCESE OF AUCKLAND

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 the 27th day of January 1983 (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 Pompallier School, KAITAIA (hereinafter referred to as "the School") as an integrated school.

B The Proprietor and the Minister are now agreed on the need to redefine the Proprietor's land as described in the Second Schedule to 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 CONVENANTED AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-

1 THAT the Deed of Agreement bearing the 27th day of January 1983, is hereby amended by deleting and cancelling therefrom the First and Second Schedule and annexed Plan.

2 THAT the First and Second Schedules and Plan attached to this Supplementary Deed of Agreement are hereby substituted as the First and Second Schedules defining the Proprietors Land and the School Premises in the Deed of Agreement.



B.S.

3 THE Proprietor agrees to make available at all times access from Domimion Road to the School along the new driveway as shown in the plan shaded in brown.

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 DENIS GEORGE BROWNE
THE ROMAN CATHOLIC BISHOP OF
THE DIOCESE OF AUCKLAND and
Sealed with his Seal of Office
in the presence of:

D. G. Browne

D. Brown
General Manager.
218 Parrell Road.
Auckland 1.

SIGNED for and on behalf of
HER MAJESTY THE QUEEN by
MERVYN LANGLOIS WELLINGTON
Minister of Education in the
presence of:

Mervyn Langlois

M. J. Feller
245 Douse Drive
Mangariki
Lower Hutt

(Private Secretary)

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 Bishop of the Diocese of Auckland situate in Vegar Street, Kaitaia, being known as Pompallier School, Kaitaia, and being more particularly described as follows and delineated in green on the plan forming part of the Second Schedule hereto.

1. All that freehold parcel of land containing 1.0759 hectares more or less being Lot 3 and part Lots 1 and 2 Deposited Plan 26976 and being part Old Land Claim No.7 and being all the land in Certificate of Title Volume 2031 Folio 29 (Auckland Registry).

SUBJECT TO Fencing covenant in Transfer 272420

2. All that freehold parcel of land containing 4217m² more or less being Lot 1 Deposited Plan 35228 and being part Old Land Claim No. 7 and being all the land in Certificate of Title 697 Folio 238 (Auckland Registry).

There is a debt owing by the Proprietor to the Diocesan Building Fund of the Roman Catholic Diocese of Auckland.



SECOND SCHEDULE

Description of land, building and other improvements comprising the school premises.

The School Premises:

All part of the Proprietor's land as described in the First Schedule hereto, delineated in red on the annexed plan of the Propreitor's land, which forms part of this Schedule, TOGETHER WITH all the school buildings and other improvements thereon SAVE AND EXCEPT that building designated as Block C and more particularly delineated in blue on the said plan TOGETHER WITH a reservation in favour of that excepted building of full rights of ingress and egress to and from that excepted building from and to Vegar Street and Dominion Road.

