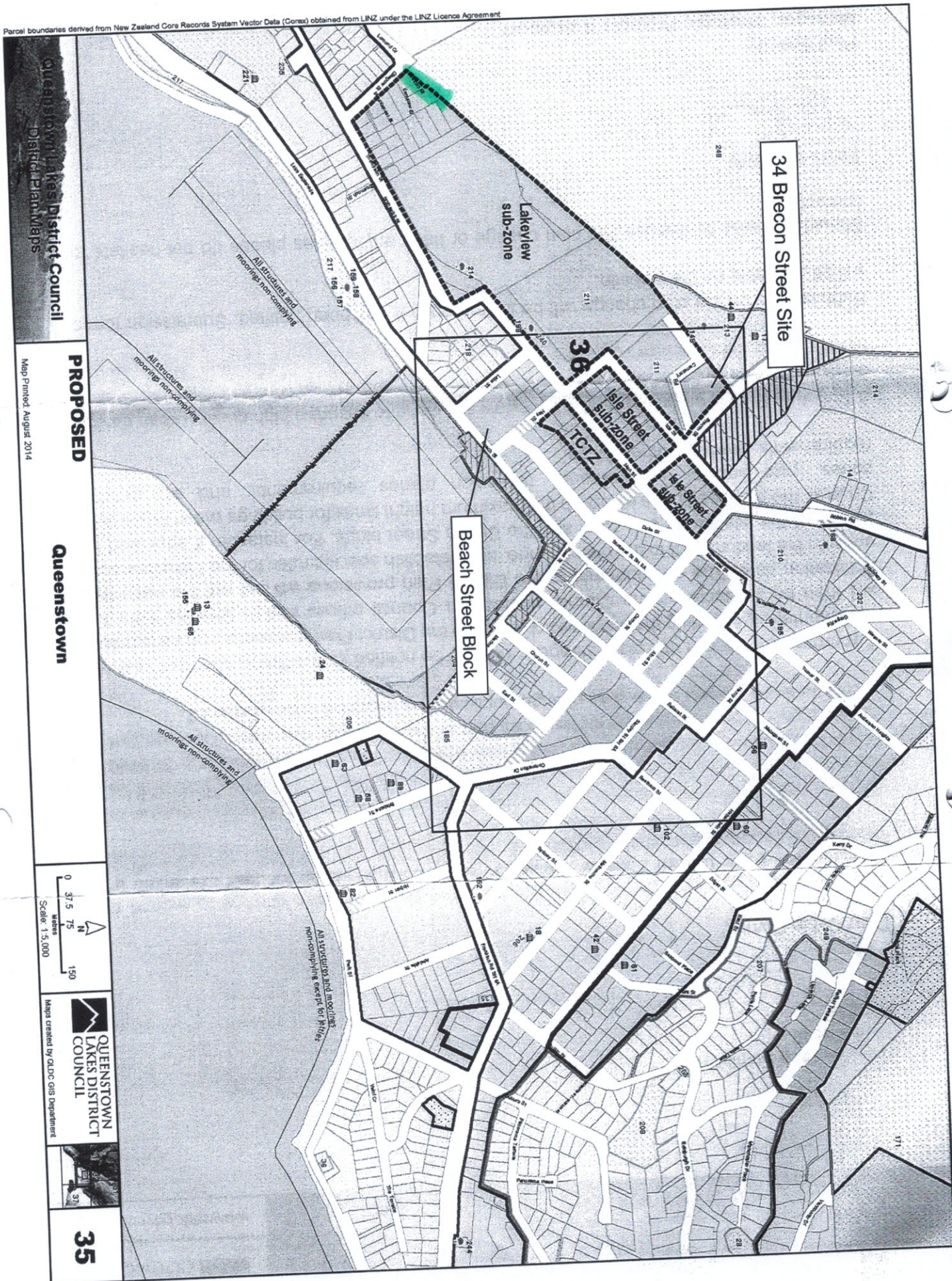


Appendix 1

Parcel boundaries derived from New Zealand Core Records System Vector Data (Corex) obtained from LINZ under the LINZ Licence Agreement



Appendix 2

MEMORANDUM OF AGREEMENT made this 2nd day of September 1964.
BETWEEN The body corporate called the Mayor, Councillors and Citizens
of the Borough of Queenstown (hereinafter called "the Lessor") of the
one part
AND ... EWEN OLIVER MCPHAIL (hereinafter
called "the Lessee") of the other part

159 now

WHEREBY

1. THE Lessor agrees to let and the Lessee agrees to take
Cabin Site No. 148 in the Lynch Block of the Queenstown
Municipal Camping Ground at the Annual Rental of £21-14- in
advance for the term of five years commencing as from and
inclusive of the 1st day of April, 1964
2. THE LESSEE AGREES WITH THE LESSOR AS FOLLOWS:
 - (a) To pay the Annual Rent in advance without any
deductions whatsoever.
 - (b) To erect on the site a dwelling according to plans and
specifications submitted to and approved by the Lessor
and subject to the following further conditions:-
 - (i) The construction of such dwelling shall be commenced
within twelve months of the date hereof and shall be
completed to the satisfaction of the Lessor within
eighteen months of the date hereof.
 - (ii) Such dwelling shall comprise a maximum floor area
of 250 square feet. The floor area of toilet, bathroom
and washhouse storage rooms and garage shall not be taken
into consideration in determining the minimum floor area.
The maximum floor area is to be measured by the inside
measurements of the living space of the dwelling as
before defined.
 - (iii) Any area in excess of 250 square feet shall be
charged to the Lessee at the rate of one shilling per
square foot after excluding the floor area of toilet,
bathroom, washhouse, storage rooms and garage.
 - (iv) No dwelling shall exceed 450 square feet in total
living area as defined by paragraph b (ii) above,
PROVIDED HOWEVER the Lessor may in its sole discretion
permit the erection of a larger dwelling if the site so
allows.
 - (c) That if the Lessee shall let or lease the said dwelling he
shall pay to the Lessor a sum equal to ten per cent. of the
gross revenue received by him from such letting.

3. THAT IT IS MUTUALLY AGREED AS FOLLOWS:

- (a) That if the rent is in arrears or unpaid for the period of one calendar month or if the Lessee shall make breach or non-observance in any of the other provisions of this Lease the Lessor may forthwith re-enter upon the premises and determine this Lease BUT WITHOUT PREJUDICE to any claim for rent due or accruing due or damages for antecedent breach of the provisions hereof.
- (b) That if the Lessee shall have paid the rent hereby reserved and observed and performed the covenants and provisions hereof then the Lessee shall have the right or option (to be exercised by one calendar month's notice in writing to the Lessor) to take and accept a renewal of the term hereby created for a further period of five years from the expiration of the term hereby created at a rental to be agreed between the parties, or failing agreement to be settled by Arbitration Act 1908 and upon and subject to the like covenants conditions and reservations as are herein contained, including this present provisions for renewal.
- (c) The Lessor shall have the right at all reasonable times by its agents or servants to enter upon the demised premises to inspect the state of repairs thereof but such inspection shall be done at such times and in such manner as will cause as little inconvenience as possible to the Lessee.
- (d) That the area of the living area is 384 square feet.
Made up as follows: Living Room 240....
Bedrooms 1.44....
Other
- (e) That the area of the storage area is 90.....square feet
Made up as follows: ^{part} Washhouse etc 90.....
Garage
Storage space

SIGNED by the above named

EWEN OLIVER McPHERAIL

Ewen O. McPherail

as Lessee in the presence of:

THE COMMON SEAL of the body corporate

called the MAYOR COUNCILLORS AND

CITIZENS OF THE BOROUGH OF QUEENSTOWN

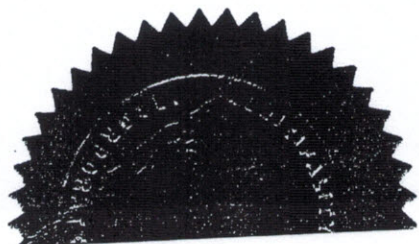
was pursuant to a resolution of the

Queenstown Borough Council passed on the

4th day of May 1965

hereunto affixed in the presence of:

.....
Mayor



Appendix 3

Geoff McPhail

From: Joanne Conroy [jo@lakesproperty.co.nz]
Sent: Wednesday, 12 August 2009 4:58 p.m.
To: Geoff McPhail
Subject: RE: Cabin 159, Queenstown Lakeview Holiday Park

Hi Geoff,

I have given this further thought and feel that we could muck about forever and not find a resolution. While Council has acknowledged that the licence is perpetual, it was only while that was in the ownership of your father – it cannot be assigned to anyone and still requires the payment of annual rent so it is not in any way equivalent to a freehold property. Thus your thoughts that Council could pay over \$400K are not realistic.

I have looked on a real estate website today and see a couple of units for sale at \$270,000 and \$275,000. The first is in Huff Street, one of six, 2 beds 1 bath (realestate.co.nz ref QT080911) and the second is in Glasgow Street across the road from the Lynch block, again 2 beds, 1 bath, (realestate.co.nz ref 89274259). I would be prepared to take these options to Council as a fair exchange for your cabin if you agreed?

Regards
Jo
