

Before New Plymouth District Council

Independent Commissioner Mark St Clair

IN THE MATTER of an application for resource consents LUC24/48662 and SUB24/50201 1 and 9 Washer Road, Omata

Washer Family Trust Limited
Applicant

STATEMENT OF JOHN CHARLES WASHER

I, **John Charles Washer**, farmer of New Plymouth, state:

Introduction

1. My wife and I, together with The Washer Family Trust Limited (the "**Trust**"), apply to New Plymouth District Council for a resource consent. We wish to effect a boundary adjustment between two lots at Tapuae Country Estate (the "**Tapuae Estate**") and to adjust the setback of a previously consented building platform.
2. In this statement I refer to a number of documents that I produce as an paginated appendix. I reference relevant documents in this statement by the page numbers of the appendix. So a reference to **A-001** means Appendix at page 1.

Lease arrangements concerning the farm

3. Mary and I founded Tapuae the Estate in 2008 as a "Farm Park" subdivision.
4. When we initially owned all the Tapuae land, and as part of setting up the subdivision, we leased lots 31 and 32 (the "**balance lots**") to Tapuae Country Estates Limited (the "**Company**"), under the "**Head Lease**".
5. The Head Lease runs from August 2008 to August 2058. It has a single right of renewal from August 2058 to August 2108 (**A-196, 197. Cl., 1.1, 1.2**).
6. At **A-001** is the Estate's "Big Black Book". This document contains all key legal documents impacting Tapuae Estate. It was provided to lot purchasers when they bought their properties and is a well-known collation

of key legal documents concerning the Tapuae Estate. Key documents include the Company's Constitution, the farm Head Lease. The Head Lease is at **(A-193)**.

7. We farm the 55 hectare balance lots at Tapuae Estate through our farming entity Washer & Co Limited (**Washer & Co**). We do this under a sub-lease from the Company as lessor.
8. Under the current sub-lease Washer & Co currently has exclusive possession of the balance lots to operate the farm until 1 August 2030 (**A-376, Cl., 1.1-1.2**).

How the farming operations work

9. I am the person in charge of all farming activities that take place. I do so in accordance with health and safety requirements. I take my obligations under the Health and Safety at Work Act 2015 ("HSWA") very seriously. Under the sub-lease Washer & Co have covenanted to comply with the HSWA (**A-390, 391, Cl., 36**).
10. As a working farm, the land is managed under strict protocols to ensure the safety of livestock, contractors, residents of Tapuae Estate and members of the public. The farm has separate risk management (**A-393**), and health and safety policies (**A-395**).
11. Currently the farm holds 100 head of dry stock cattle, operating across the balance lots. The value of the farm on the balance lot is in its ongoing utility as a working dry stock farm and the amenity that brings to the entire Estate.

Individual lot owners

12. All property owners at the estate bought into Tapuae because it was a Farm Park. They were attracted to the estate knowing that the bespoke legal structure prevented increasing the number of houses beyond the 30 that were originally consented. The Constitution of the Company, recording the "Tapuae Estate Philosophy" recognises that the "[t]he unique feature of Tapuae Estate is that it combines spectacular coastal landscape and farmland" (**A-179, Cl., 2.2**). Further, under the Constitution, lot owners "expressly acknowledged that the Shareholder's Residential Lot is part of a

farm park development and the Shareholder accepts that farming activities will take place on the Farm Land” (A-155. Cl., 72).

13. At the time of their purchase, all owners knew of the lease arrangements. They all should have a copy of the “Tapuae Big Black Book”. Every owner knows (and implicitly supports the existence of the farm by buying into the Estate) the farm will exist in its current form until at least 2108.

Use of the Balance Lot

14. The estate lot owners have each covenanted they: “will abide by the Constitution of Tapuae” (A-188, Cl., 25.1).
15. The Constitution restricts lot owners from interfering with farming operations or otherwise accessing areas under farm management (A-174, cl 2.5; A-177, Cl., 8.1, 8.3; and A-178, Cl. 13.1). As things presently stand, lot owners are not permitted to lawfully access the part of lot 32 that will become part of Lot 20 under this application. If the application is granted, lot owners will not be able to lawfully access the “new” part of lot 32 either.
16. There is one main farm access track across the balance lot which leads to the beach. This track is used for farming purposes and is also the only practical means of vehicular access to the beach. The only time lot owners may lawfully pass through the farmed balance lot is when they use this track to access the beach. This track is on the western margin of Tapuae Estate, and is not close to Lot 20 on the eastern margin (A-175, Cl., 3.1), (A-348).
17. The Tapuae Estate’s recreational facilities (tennis courts, the pavilion areas, and the walkways) are all excluded from the leased farm area and are available for the use of the lot owners at their leisure. The farmed area, that lot owners cannot access is clearly separated from these areas.

Neighbourhood Issues

18. In recent years, a number of owners have undertaken activities outside their legal property boundaries, encroaching on the balance lot land when they constructed their houses and surrounds.
19. This has generated significant unrest and unhappiness among neighbouring owners. Some take no issue with what has occurred, others

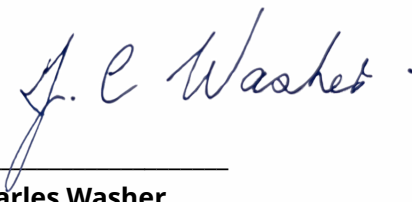
see it differently. I understand that the Company is addressing these issues with these owners in line with the Constitution.

20. Correspondence from submitters, which I have read provide context to their engagement with the application (**A-396 to 412**). I believe the submissions opposing the application reflect an underlying desire to use the resource consent process to leverage a position in relation to the encroachment disputes.

Impact of Application

21. The balance lot continues to operate as a farm, subject to necessary restrictions and safety rules, and the current application does not materially alter those arrangements.
22. After the boundary change has been effected and a property is built on the revised Lot 20, Washer & Co will continue to farm the same number of cattle in exactly the same way as it presently does.
23. The nature and character of the farm and subdivision will not be altered in any way. It will remain a farm park. This is consistent with our original vision for Tapuae Estate, the vision that each lot owner agreed to support when they bought their own properties.

Dated 17 September 2025



John Charles Washer