Resource Consent Applications for subdivision and land use for a rural lifestyle development at Horahora Road, Lake Karapiro

K & L Tylee

Applicant

South Waikato District Council

Consent Authority

STATEMENT OF EVIDENCE OF KEVIN AND LYNN TYLEE
Applicants / landowners

Dated: 7 October 2026

Counsel Acting:
Phil Lang
Barrister
PO Box 19 539
Hamilton
Phone: 021 870 660
Email: phil@plang.co.nz

1. Witness introduction

1.1 Our full names are Kevin Tylee and Lynn Tylee. We are the landowners and applicants for the proposed subdivision and land use development at 597 Horahora Road, Lake Karapiro.("the property")

1.2 We provide this evidence jointly and will both be present at the hearing to add any required further information and answer any questions. Our evidence covers the matters listed in paragraph 2 below.

1.3 The matters addressed in this statement are within our personal knowledge, except where we expressly refer to information provided by another person or contained in another document.

2. Scope of evidence

2.1 Our evidence addresses the following matters:

- our family and farming history at Horahora Road;
- our involvement in the Horahora Road community;
- the planning history of the land;
- our stewardship of the property;
- the purpose and vision for the proposed subdivision.
- Changes made to the proposed subdivision after considering submissions and consultation feedback;
- our relationship with Finlay Park Adventure Camp and other users of the property;
- the establishment and proposed improvement of the South Waikato River Trail adjoining the property;

3. Our family and farming history at Horahora Road

3.1 Our family has owned the property for 47 years. We have owned and farmed it ourselves for 37 years, and our children will be the third generation of our family on Horahora Road. Our wider family has a farming history spanning six generations in New Zealand.

3.2 Our business has included grazing and cropping. Some client relationships have continued for up to 28 years. We have also maintained long and consistent relationships with agricultural contractors and service providers. Some of those relationships have continued for approximately 35 years, and our dealings with nine companies have extended across more than one generation within those businesses.

3.3 Those providers have included contractors and advisers involved in silage and maize, fertiliser spreading, fencing, crop and weed spraying, engineering, excavation, veterinary services, and stock agency work.

3.4 Our children attended Tirau Primary School, Matamata Intermediate School and Matamata College. During our time on Horahora Road, the number of properties on the road has increased from eight to more than 62.

4. Horahora Road community involvement

4.1 The Horahora Road Rural Support Group was formed approximately 31 years ago. We have acted as its coordinators and communicators since that time. The group provides regular communication and emergency assistance, and it has helped foster a close and supportive community along the road.

4.2 We have also maintained longstanding relationships with neighbouring landowners. Those relationships have involved giving assistance when needed and receiving assistance in return.

5. Planning history

5.1 In December 2008, the South Waikato District Council notified interested parties that the rezoning of particular areas within the District was being considered as part of a plan change process. We obtained advice and approached Nicholson Surveying for further information.

5.2 We then lodged a submission seeking to rezone the property from Rural to Rural Residential through Plan Change 18 to the then operative District Plan. We presented that proposal at the Council plan change hearing, and the rezoning was accepted and included in the District Plan. That zoning, now re-named Rural Lifestyle, remained through the next District Plan review also.

5.3 Our intention to subdivide the property therefore has a long history of almost 20 years, also pre-dating the River Trail. Since the rezoning process, we have progressed the proposal gradually to the point we are now at, with this hearing before the Commissioner approximately 20 years after beginning the process.

6. Our stewardship of the property

6.1 We have sought to manage the property in a way that responds to its environment. Farming practices have been adapted to the light, sandy soils on the riverside land, and more productive grass species have been introduced. We have also undertaken substantial tree planting across the property during our ownership.

6.2 At a time when conversion to dairying was widely considered, we chose not to pursue that option because we were not comfortable with a number of matters, including the potential environmental effects.

7. Purpose and vision for the subdivision

7.1 The proposed development forms part of an integrated succession plan intended to retain our family's connection with farming and the property. We intend to remain personally involved in managing the outcome, with input from the next generation and our full support.

7.2 Our vision is for a high-quality development that responds to its setting rather than competing with it. Over the years, we have visited subdivisions elsewhere in New Zealand and have been influenced by examples such as Black Barn in Havelock North, particularly its use of varied building-platform levels, extensive planting, and views of the surrounding landscape.

7.3 We recognise that development beside the Waikato River carries responsibilities. The proposal has therefore been approached with a strong focus on landscape treatment, planting and public access. Proposed design controls and land covenants are intended to guide future buildings and site development. We would like to keep a close eye on this to make sure we are achieving our intentions.

7.4 The proposed large-scale native planting is intended to integrate the development with the river and wider landscape, extend the natural character experienced from the river and surrounding area, and provide an attractive setting for trail users, reserve users, future residents and passers-by.

7.5 Our engagement with iwi has reinforced the importance of the river, the mountain and the wider landscape in shaping the proposal. We have meet with representatives of Raukawa, Ngati Haua and Ngati Koroki Kahukura and have completed an extensive walk over the property and discussion at our home. We have prepared a Memorandum of Understanding which has unfortunately not been signed, however the MOU outlined mitigation we are offering which includes generous river setbacks to buildings and wastewater systems, plant sourcing and road naming. The MOU is an agreement where we are willing to agree to work with Iwi over the long term to get positive outcomes.

8. Changes made to the proposed subdivision after considering submissions and consultation feedback

8.1 Submissions lodged on the application made us reconsider the volume of earthworks proposed, the layout and density of the lots, the proposed planting and public access alongside the River edge.

8.2 We have amended the proposal to reduce the number of lots by 8 lots, to 73 lots in total. The changes particularly relate to stage 3 where the topography of the land will be retained where possible, the gully will be retained and enhanced, and the natural terracing will remain as far as possible while also

providing for stormwater overland flow and the construction of the roading network.

8.3 We have also added on the esplanade strip into the private lots to secure public access alongside the River over the long term. We understand that this is a District Plan requirement, but also a strong request that came through in the submissions from mana whenua and locals.

8.4 We believe the changes enhance the project and respond to many of the submissions which were lodged.

9. Finlay Park and other community users

9.1 Our relationship with the adjoining Finlay Park Adventure Camp began approximately 38 years ago and is intended to continue into the next generation. Finlay Park has had access to the farm for numerous activities. We have supported those activities with our time, vehicles, machinery and materials, and we assisted with establishing two outcamp sites.

9.2 Finlay Park has estimated that approximately 40,000 guests have taken part in activities on the farm over the years. We also hold a letter from Finlay Park acknowledging our support and this is attached to this evidence attached as Appendix A.

9.3 We lease approximately 1.16 hectares from Land Information New Zealand opposite Finlay Park. The lease enables groups to cross the river, disembark and gain access to activities and outcamp areas on the property. School groups from across the North Island are regular users. We graze and maintain the leased area, including keeping part of it mown for public use

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9.4 Other users of the property have included Capernwray Adventure Lodge, New Zealand Army Territorials, the New Zealand Police Armed Offenders Squad, and the New Zealand Medical Assistance Team. These organisations have used the property for activities or training, including an annual training programme undertaken by the New Zealand Medical Assistance Team.

10. South Waikato River Trail

10.1 In 2008, the South Waikato River Trail Trust approached us to investigate extending the trail from Little Waipa Reserve to the Pokaiwhenua Bridge. Three potential routes were considered: a route close to the river edge, a route along the upper riverbank, and a roadside route.

10.2 The river-edge route was not pursued because of the sandy and unstable ground close to the water and the likely need for substantial boardwalk construction. The upper riverbank route involved repeated steep changes in

level that would have made the trail difficult for cyclists and other users. The roadside route involved fewer changes in contour and was considered the safest and most practical option for a broad range of users, including children and older people.

10.3 We offered land for the roadside route, including access through parts of our property. The Trust selected the roadside route and the trail was established in its current location. The Trust was aware that we intended to develop the riverside land in the future and that subdivision would require vehicle crossings over the River Trail.

10.4 At the suggestion of our solicitor, a written agreement titled “Agreement Granting Licence to Access Land and Develop a Cycle Trail” was prepared. The Trust’s Chairperson and the Chief Executive signed the agreement on 22 December 2009, and we signed it on 15 January 2010. A copy is attached to this evidence as Appendix B.

10.5 The agreement grants the Trust a licence to use and develop part of our land as a cycle trail, with the final route requiring consultation and our approval before earthworks or improvements begin. The agreement also provides that we may withdraw approval or periodically close the trail; that, if subdivision makes relocation desirable to us, the Trust will relocate the trail at its own expense if it wishes to continue using our land; and that the Trust will not oppose a future subdivision application, seek registered trail rights against subdivision titles, or seek to alter the terms and conditions of a subdivision approval.

10.6 The agreement further addresses fencing, gates, culverts and crossings; indemnity for liability arising from third-party use; interim farming use before construction; the Trust’s maintenance and weed-control obligations; and our continuing right of access at all times, with or without vehicles and without prior notice. It records the parties’ intention to maintain a good working relationship with clear communication. We have maintained good communication and a constructive relationship with the Trust. As part of the current proposal, we are offering a substantial additional area along the roadside which will be vested as road for the River Trail to utilise over the long term. This provides the River Trail security over the long term. Our intention is to widen the existing trail and move it several metres farther from the road (towards the boundary of the site), improving safety and usability, including for two-way movement. We will be ensuring any new entrances over the River Trail are safely established to protect River Trail users.

11. Conclusions

11.1 Our family's history on the property has involved farming, long-term relationships, community support, and allowing the land to contribute to a wide range of recreational, educational and emergency-service activities.

11.2 We want that approach to continue through the proposed subdivision. In our view, the proposal provides an opportunity to deliver a carefully managed development, improve the adjoining river trail, establish substantial native planting, provide improved public access, and support a practical intergenerational succession plan.

11.3 For those reasons, we support the subdivision and land use consent applications and respectfully ask that consent be granted, subject to appropriate conditions.

Dated: [insert date] 2026

_____
Kevin Tylee

_____
Lynn Tylee

APPENDIX A

Letter of Support

Finlay Park Adventure Camp

4th September, 2026

To Whom It May Concern,

Finlay Park Adventure Camp has operated for nearly 80 years, evolving from a local church campsite into one of New Zealand's most successful outdoor activity providers for youth. We host approximately 14,000 people annually across 120 diverse school, youth, sports, and community groups.

A core reason for our success is the wide variety of outdoor experiences we offer—from farm walks and kayaking to overnight bush camps. These opportunities have been made possible in large part by the extraordinary generosity of our neighbours across the water, **Kevin and Lynn Tylee**, who have opened their land to us without fee or commercial gain for well over 35 years.

Throughout my 26 years at Finlay Park—and well before my time—the Tylee family has granted us open access to their property. Their generosity has enabled key camp activities, including but not limited to:

- **Abseiling:** Allowing access across their property to the rock face, as well as the installation of permanent safety anchors.
- **Overnight Bush Camps:** Permitting permanent shelters and equipment storage so children can build bivouacs and sleep under the stars—an experience many modern kids rarely get.
- **Para Sailing:** An extreme activity where a person with a parasail is towed by a vehicle.
- **Farm & Bush Tramps:** Allowing guided hikes along the Pokaiwhenua Stream, including the construction of safe stiles across stock fences.
- **Large Group Activities:** Hosting wide-game activities such as 'Midnight Manoeuvres' and 'Volcanoes' in paddocks directly opposite the camp.
- **Special Events:** Accommodating cart races, slip-and-slides, bonfires, and firewood harvesting over many years.

I belief that based on the list above, approximately 40,000 Finlay Park guests have enjoyed the generosity of the Tylee's.

Those experiences facilitated by the Tylee family have been instrumental in developing grit, resilience, and perseverance in those thousands of young Kiwis.

While activity camps often have reservations about nearby residential developments, Kevin and Lynn have proactively addressed potential friction by including a 'no-complaints' clause within their land covenants to protect Finlay Park's ongoing operations. We are deeply grateful for their foresight, community spirit, and decades of partnership, and we fully support their land subdivision project.

Sincerely,

Gus Johannes

Managing Director

Finlay Park Adventure Camp

gus@finlaypark.co.nz www.finlaypark.co.nz 027 7845 996

APPENDIX B

Agreement Granting Licence to Access Land and Develop a Cycle Trail

Kevin George Tylee and Lynn Tylee / Waikato River Trails Trust

Letter of Support

AGREEMENT GRANTING LICENCE TO ACCESS LAND AND DEVELOP A CYCLE TRAIL

PARTIES:

BETWEEN: **KEVIN GEORGE TYLEE** and **LYNN TYLEE ("the Tylees")**

AND: **WAIKATO RIVER TRAILS TRUST ("the Trust")**

BACKGROUND:

(a) The Tylees own a farm property at Horahora Road part of which is on the western side of Horahora Road and adjacent to the Waikato River

(b) The Trust wishes to develop and establish a cycle trail for general public use over part of the Tylees' land adjacent to the western side of Horahora Road ("the land")

(c) The Tylees are agreeable on a licence basis to permit the Trust to use the land and develop the cycle trail on the terms and conditions hereafter set out

NOW IT IS AGREED

1. The Tylees hereby license the trust to use and develop the land as a cycle trail. The route of the cycle trail is as generally agreed between the parties but there is to be final consultation and approval thereof before earthworks and/or improvements begin.

2. That the Tylees at all times shall have the right to withdraw the approval to establish and use the cycle trail without the necessity of giving any reason or alternatively for the cycle trail over their land to be periodically closed if they consider it necessary to do so for any reason. Notices shall be given to the Trust in writing who must in turn then erect a notice at each end of the Tylees' property advising potential users of the periodic or permanent closure. Also any such closure to be advised on the Trust's website.

3. That if the Tylees at any time subdivide the property and it is considered desirable by the Tylees to relocate the cycle trail then the Trust will at its own expense abide this request if it wanted to continue with the cycle trail across Tylees' land following subdivision.

4. That the Trust will not oppose any application that Tylees may make to Council in relation to any future subdivision especially as to where the Tylees want the cycle trail to be located as a consequence of the subdivision. Also that the Trust will not seek as a consequence of the subdivision any registered rights for the cycle trail against any title to the subdivision nor seek to change any terms and conditions of the subdivision approval.

5. That if at any time the Tylees require the cycle trail to be fenced off from the rest of the Tylees' land then the Trust at its expense will comply with that request. However suitable gates culverts or crossings are to be provided where designated by the Tylees. To confine Trails users to the cycle trail it is agreed by both parties that the construction of a fence 1.5 metres inside and parallel to the existing fence will be undertaken in the future. Both parties agree to a site assessment and placement of this fence to be conducted prior to any construction. It is envisaged that the removal of the existing fence would be appropriate in time.

6. That the Trust is to indemnify and protect the Tylees against all liability that they may incur by reason of the use by third parties of the cycle trail other than for the Tylees' liability to pay any fine or infringement fee under the Health and Safety in Employment Act 1992.

7. Until such times that the cycle trail has been constructed the area shall continue to be able to be used by the Tylees for farming or such other purposes as the Tylees shall elect and if necessary the Trust shall make such improvements eg stiles, gates, fences to ensure the provisions of this paragraph are met to the Tylees' satisfaction.

8. The Trust shall maintain the Tylees' land comprising the cycle trail and all improvements and vegetation thereon in a good clean and tidy condition and in doing so comply with the relevant provisions of the District Plan, the Regional Plan, the Waikato Regional Council Pest Management Strategy and SNZ HB 8630:2004, New Zealand Handbook, Tracks and Outdoor Visitor Structures and at all times keep the Tylees' land comprising

the cycle trail free of noxious weeds and comply with the relevant provisions of the Bio-Security Act.

9. Nothing in this agreement shall in any way be construed or interpreted as preventing the Tylees or their invitees or successors in title from having access at all times to the Tylees' land comprising the cycle trail with or without vehicles and no prior notice to the Trust as to the exercise of their right of access shall be required.

It is the intention of this agreement that the goodwill of both parties develop a commitment to forming a good working relationship with clear communication lines.

Signed and agreed by;

WAIKATO RIVER TRAILS TRUST	KEVIN AND LYNN TYLEE
CHAIRPERSON	
CHIEF EXECUTIVE	
Date 22 Dec 2009	Date 15 Jan 2010

Waikato River Trails

PO Box 113,
TOKOROA 3444
Phone: 0800 874 978
info@waikatorivertrails.com
www.waikatorivertrails.co.nz

15th September 2026

Dear Kevin and Lynn,

Re: 597 Horahora Road – Proposed Subdivision and Land-Use Development

Thank you for your letter and for outlining your request for the Waikato River Trails Trust's support in relation to the proposed subdivision and land-use development at 597 Horahora Road.

The Waikato River Trails Trust acknowledges the Agreement entered into with you at the beginning of the Waikato River Trail project. We recognise the longstanding relationship that has existed between the Trust and yourselves and acknowledge the importance of working constructively with adjoining landowners to ensure the continued success of the Trail.

The Trust considers safe and accessible public access to be critical to the ongoing development and success of the Waikato River Trail and to the wider economic development of the region. A well-maintained, safe and accessible trail encourages visitation, supports tourism and local businesses, and provides an important recreational asset for the communities along the Waikato River.

The Trust's work is also focused on delivering broader benefits to the community through improvements to the environment, encouraging physical activity and contributing to the mental health and wellbeing of those who use and enjoy the Trail. We consider these benefits to be an important part of the Trail's long-term value to the region.

In considering the proposed development, the Trust's principal interests are:

- Public safety, including ensuring that interactions between vehicles and trail users are managed as safely as reasonably practicable;
- Environmental care and stewardship, including protecting and enhancing the natural environment through which the Trail passes;
- Increased visitation and use of the Waikato River Trail, ensuring that the Trail remains an attractive and accessible destination for both local and visiting users; and
- Economic development, recognising the contribution that safe and accessible recreational infrastructure can make to tourism, local businesses and the wider regional economy.

The Trust acknowledges that the original Agreement was entered into at the commencement of the Trail project and that the ongoing relationship between the Trail and adjoining properties is an important consideration as development occurs over time.

Subject to the appropriate consideration and approval of the relevant planning, engineering, safety and environmental matters by Council and other relevant authorities, the Trust is supportive of initiatives that enhance the safety and long-term usability of the Waikato River Trail while enabling appropriate development of adjoining properties.

The Trust appreciates the positive relationship that has existed over many years and looks forward to continuing to work collaboratively with you, Council and other stakeholders to achieve outcomes that balance property development with the long-term interests of the Trail and its users.

Yours sincerely,

Bridget Gage
Administrator
for and on behalf of Tina Jakes, Chair
Waikato River Trails Trust