

**INDEPENDENT HEARINGS PANEL  
FOR KAIPARA DISTRICT COUNCIL**

**UNDER** the Resource Management Act 1991

**AND**

**IN THE MATTER** of Hearing 17 (Ecosystems and Indigenous Biodiversity) and  
Hearing 18 (Natural Character) on the Proposed Kaipara  
District Plan

---

**STATEMENT OF EVIDENCE OF KYLE ROSS**

*for K P Dreadon Limited (Submission 237)*

Dated: 22 May 2026

---

## A. INTRODUCTION AND EXPERIENCE

1. My full name is Kyle Haydon Ross. I am the Director of The Land Vault Limited, based in Auckland.
2. I hold a Bachelor of Arts in Geography from Victoria University of Wellington (2015).
3. I began working for The Land Vault in January 2021 and was appointed Director in May 2021. The Land Vault is a long-established business in the field of transferable development right brokerage, with approximately 15 years of continuous operation within the Franklin Plan Change 14 (“PC14”) framework as carried into the Auckland Unitary Plan. My role as Director involves direct day-to-day operational responsibility for the company’s transactional and advisory work in the New Zealand market.
4. **Disclosures.** I make the following disclosures relevant to this evidence:
  - a) **Commercial interest.** I am the Director of The Land Vault Limited. The Land Vault is a conservation first business that operates commercially in the field of transferable development right brokerage, advisory work, and the operation of donor and receiver site registries within frameworks that provide for such mechanisms. The Land Vault therefore has a commercial interest in the broader recognition and adoption of transferable development right mechanisms in New Zealand district plans. I disclose this commercial interest openly.
  - b) **Engagement with the submitter.** I give this evidence on behalf of K P Dreadon Limited at the request of Mr Nick Williamson of Fluid Industries Ltd, who is also providing planning evidence to the Panel on the same submission points. The initial engagement between The Land Vault and the submitter arose through a longstanding professional relationship with Mr Kevin Dreadon. I have not been engaged by K P Dreadon Limited on any other basis.
5. The evidence I present is given as my professional opinion on matters within my area of expertise, based on my direct operational experience and the operational records of The Land Vault Limited, and is not given as advocacy for the company’s commercial interests.
6. **Code of Conduct compliance.** I confirm that I have read the Environment Court Practice Note 2023 Code of Conduct for Expert Witnesses, and I agree to comply with it. My qualifications and experience are set out above. The evidence I present is within my area of expertise as the current operator of a transferable development right brokerage business in New Zealand. I have not omitted to consider material facts known to me that might alter or detract from the opinions I express.

**7. Scope of evidence.** This statement addresses transferable development right mechanisms as an operational technique, drawing on my direct experience as Director of The Land Vault Limited and on the operational records of the company. Specifically, I describe:

- a) what a transferable development right is and how the mechanism operates in practice; and
- b) the operational experience with transferable development rights in New Zealand under the Franklin / Auckland Unitary Plan framework.

**8.** I do not address planning policy analysis, statutory interpretation, the application of the Resource Management Act 1991, ecological assessment, section 32AA evaluation, the wording of any proposed plan amendment, or the policy-suitability of recognising transferable mechanisms in the Proposed Kaipara District Plan. Those matters are addressed in the separate evidence of Mr Williamson, and I express no opinion on them.

**9. Materials considered.** In preparing this evidence I have read and considered:

- a) the submission of K P Dreadon Limited dated 30 June 2025;
- b) the relevant sections of the Proposed Kaipara District Plan and the section 42A reports for Hearings 17 and 18;
- c) the operative provisions of the Auckland Unitary Plan that carry forward the Franklin PC14 framework;
- d) the operational records of The Land Vault Limited covering the company's full operating period; and
- e) the statement of evidence of Mr Williamson.

## **B. EXECUTIVE SUMMARY**

**10.** Transferable development right mechanisms are an established operational technique in New Zealand for biodiversity and natural character protection on private land. The mechanism has been operating under the Franklin PC14 framework since the framework's notification, and continues to operate within the Auckland Unitary Plan following the merger of Franklin District Council into Auckland Council.

**11.** The mechanism works by separating a development entitlement from land that hosts a natural feature requiring protection, transferring that entitlement to a different property suitable for accommodating

additional development, and using the consideration paid for the entitlement to fund the protection (typically a covenant in perpetuity) and ongoing management of the natural feature.

12. In my professional experience as operator of The Land Vault, transferable mechanisms are a workable and operationally robust technique for delivering biodiversity and natural character protection outcomes on private land in New Zealand. The Land Vault has successfully brokered in excess of five hundred TDR transactions under the framework continuously since its establishment, and the framework remains in active operation under the Auckland Unitary Plan

### **C. WHAT A TRANSFERABLE DEVELOPMENT RIGHT IS**

13. A transferable development right (“TDR”) is a development entitlement (most commonly a subdivision entitlement for an additional dwelling site) that is separated from the property on which it would conventionally be exercised, and made available for use on a different property. The two properties involved are typically described as the “donor site” (the property from which the entitlement originates) and the “receiver site” (the property on which the entitlement is exercised).
14. The mechanism operates in the following general way:
  - a) The donor site contains a natural feature identified as worthy of protection, for example, an area of indigenous vegetation, a wetland, an ecological corridor, high class soil, or a natural character area. The owner of the donor site enters into a legal protective mechanism, typically a covenant in perpetuity registered against the property’s title, that secures the protection and ongoing management of the natural feature.
  - b) In exchange for placing the covenant, the donor site receives a transferable development right. The number of rights generated by a particular donor site is determined by reference to a yield formula set out in the relevant district plan provisions, typically by reference to the area protected, the ecological quality of the feature, or both.
  - c) The owner of the donor site can sell the development right to the owner of a receiver site, or to a broker or intermediary who will on-sell it. The donor site owner receives financial consideration; the natural feature is protected by the covenant; and the donor site otherwise retains its existing land use.
  - d) The owner of the receiver site uses the acquired right to undertake an additional unit of development (typically the creation of an additional subdivision lot) that would not have been available under the standard rules applying to that property.

e) The Council administers a register that records the creation, transfer, and exercise of rights, ensuring one-for-one accounting between donor and receiver and preventing double-counting or unauthorised transfer.

15. The mechanism produces three coupled outcomes from a single transaction: protection of a natural feature on the donor site through the covenant; development on the receiver site through the exercise of the transferred right; and a financial flow from development demand to environmental protection through the consideration paid for the right.

16. From the perspective of biodiversity and natural character protection, the substantive purpose of the mechanism is the protection on the donor site. The development right and the consideration paid are the means by which that protection is funded. The receiver-site development is generally development that would have been available somewhere under the relevant rural planning framework; the donor-site protection is protection that would not have occurred without the financial incentive the mechanism provides.

#### **D. OPERATIONAL EXPERIENCE WITH THE FRANKLIN / AUCKLAND UNITARY PLAN FRAMEWORK**

17. The Land Vault Limited was established to broker transferable development rights and related environmental incentive transactions within the Franklin PC14 framework, and has continued to operate within the framework as it has been carried forward into the Auckland Unitary Plan.

##### **The framework's operational period**

18. PC14 was notified on 30 September 2003. Under the Resource Management Act provisions then applying, the relevant subdivision rules had immediate legal effect from the date of notification, and brokerage activity under the framework commenced from that point. PC14 became operative in October 2013. Following the merger of Franklin District Council into Auckland Council in 2010, the framework was carried into the Auckland Unitary Plan, where it now operates principally under Chapter E39 Subdivision Rural, Appendix 14, 15 and 16, and H19 Rural.

19. The framework has been in continuous operation since its notification in September 2003, a period of approximately 22 years. The Land Vault has been active in the framework for approximately 15 years of that period.

### **Transaction outcomes**

20. Drawing on the operational records of The Land Vault Limited covering the company's full period of operation, the operational outcomes to date can be summarised as follows:
- a) **Rights created.** In excess of five hundred transferable development rights have been created by The Land Vault since its inception.
  - b) **Rights transferred and exercised.** In excess of five hundred transferable development rights have been transferred since The Land Vault's inception. It is difficult to confirm the precise number that have been exercised, given that a resource consent life is five years (with a three-year extension possibility) and our work spans numerous district plans; however the exercised number can be assumed to be close to the transferred number.
  - c) **Area protected.** Quantification is difficult because we have protected a broad range of natural features, including indigenous vegetation, freshwater wetlands, high-class soil, and dune lake systems. Indigenous vegetation and wetlands are the most readily accounted for, and several thousand hectares of native bush and wetland have been protected since our inception.
  - d) **Types of features protected.** The types of natural features that have been protected through the mechanism include indigenous vegetation, freshwater wetlands, dune lake wetlands, riparian margins along the Waikato River, close to 50% of the total native bush on Kawau Island, extended DOC scenic reserves, dune ecosystems for revegetation, high-class soils of market gardeners in Pukekohe, and amalgamated prime coastal land for large farm stations.
21. Transferable development right transactions often take between 9 and 18 months to complete. Donor properties are typically located in rural areas with a higher likelihood of containing natural features, while receiver sites are commonly located near existing settlements or planned lifestyle growth areas where subdivision demand is stronger and more suitably accommodated.
22. Landowners have generally responded positively to TDR frameworks because the mechanism rewards them economically for protecting natural features on their land. The key is ensuring that the framework is clear and simple, which incentivises participation by all parties and supports greater uptake. If the process is complex, the mechanism will operate contrary to its intention.

### **Operational lessons**

23. From the operation of the framework over the period of its existence, the following observations can be made about its practical functioning:

- a) The mechanism operates without difficulty as an administrative process once the framework is in place. Council registry administration, ecological assessment of donor sites against the yield criteria, and registration of covenants are all standard processes that fit within the normal operations of a territorial authority.
- b) The framework must support the appetite. Experience indicates that the majority of rural landowners want to protect the natural features on their land. A TDR mechanism helps achieve this by directing the development entitlement to more suitable locations. Those suitable locations drive demand, and like all functioning commercial markets the mechanism requires both supply and demand to operate effectively.

24. The framework has not, to my knowledge, experienced any significant operational difficulty in its administration that has called into question the workability of the mechanism. It has operated continuously since establishment and continues to operate today.

## **E. CONCLUSION**

25. Transferable development rights are an established, operational technique in New Zealand for biodiversity and natural character protection on private land. The framework has been operating under successive planning instruments — the Franklin District Plan as amended by PC14, and the Auckland Unitary Plan — since PC14's notification in September 2003. The Land Vault Limited has brokered transactions under the framework for approximately 15 years of that period.

26. The operational experience I describe in this statement is intended to inform the Panel about the practical functioning of the mechanism. Questions of whether the mechanism is appropriate to be recognised in the policy framework of the Proposed Kaipara District Plan, and of the appropriate planning analysis for those policy hooks, are addressed in the separate evidence of Mr Williamson

**KH ROSS**

22 May 2026