

TABLED.

**REGARDING BECTON'S REQUEST TO ALLOW A CHANGE TO THE DESCRIPTION OF THE AREA OF THE DEVELOPMENT SITE UNDER CONSIDERATION:**

The Esplanade Alliance ~~strongly~~ objects to Becton's request for this change.

The change would bring with it numerous unforeseen or little understood consequences to the status of the Hotel itself, and the responsibilities to it of its owner, the applicant, and the Responsible Authority, in the planning application now under consideration.

- No reason for the change has been submitted by Becton
- No justification or analysis of the consequences of the change has been provided
- If the Tribunal were to entertain such a change, all other parties to the appeal would require time to investigate and analyse the consequences of the change.

It is not normal practice, nor is there any need in a planning application to separate the area to be developed from the land that would remain the same. It is common for a tenanted area of a building to be within the plan of a permit application but to be unaffected by the proposed works.

As the owner of the whole site, Becton has a responsibility over the whole site. This should not be artificially expunged.

The (highly complex) boundary of this proposed division of the site is in fact only a line defining the leased area of the hotel premises. It is a purely internal arrangement between tenant and landlord, and is not a matter relevant in any planning consideration.

The line of the lease is, in fact, highly contentious when it comes to issues such as the appropriate extent of demolition of a heritage building. The lease line has been imposed with no reference to issues such as heritage, and should not be afforded any greater status than it currently has.

The requested change is in fact an attempt to achieve subdivision of the subject land by stealth. Subdivision of land requires a Council permit.

The boundary defining the requested change is so complex that it is almost incomprehensible. It can only confuse matters further if allowed.

The Esplanade Alliance will be arguing a case that distinguishes partial demolition of a heritage site from total demolition of a heritage site. Under the present arrangement, the proposed demolition of Baymor is argued to constitute a total demolition, but the proposed demolition of parts of the rear of the hotel only a partial one. If the status of the site under consideration were to be changed as requested, the demolitions proposed by Becton would then become (under the argument) a total demolition of the whole site, as newly defined. The Esplanade Alliance would require, and request, time to revise its arguments and submissions to take into account the changed circumstances. (It might be noted that if the Alliance's argument on total demolition prevails, the outcome under the changed site description would possibly be even less advantageous to the applicant.)